



Proposed Budget

Fiscal Year 2022 - 2023

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To: Mayor and City Council

From: Robert Hemminger, City Manager

Date: July 18, 2022

Subject: Fiscal Year 2022-23 Proposed Budget and Tax Rate

It is with pleasure and honor that I present the proposed fiscal year 2022-23 budget and tax rate. This proposed budget considers many factors, including, and most significantly, the will of the people as expressed through their elected officials. This budget is a balanced proposal between anticipated revenues and expenses, and is an extension of the on-going progress in Iowa Colony.

The proposed tax rate, **\$0.519209 per \$100** of appraised valuation, is expected to be below the **No New Revenue Tax Rate**. This tax rate does represent an increase over last year's rate of \$0.03 and was instrumental in providing the enhanced public safety compensation and other city services prioritized during our recent discussions. This proposed tax rate will yield \$1,445,000 (rounded) in ad valorem tax revenue after the City's contractual rebates to the TIRZ and MUD-31. The total anticipated revenue, net of those rebates, is \$8,423,600.

As you are aware, last year we began a process of creating additional departments and implementing a new financial software platform which gives greater transparency than possible in the past. This year's proposed budget continues that progress and affords even greater transparency with the movement of expenses into the appropriate individual departments. Our citizens now benefit from increased visibility and accountability for their tax dollars.

The proposed budget represents an approximate 19.6% increase over the last fiscal year and is consistent with the growth and development occurring within Iowa Colony. In aggregate, the certified tax appraisal values for the City increased over 25%, the majority of which was contained within the TIRZ and MUD-31 areas. Please note that at first glance the budget may appear to have a much larger growth rate; however, a significant portion of our growth is still committed to the TIRZ and MUD-31 rebate.

The noteworthy changes within this proposed budget include the following:

- Employee Compensation – The pay plan is updated to reflect the salary survey which was funded and performed this year. This is heavily weighted on the police department because the salary survey identified those positions as significantly lagging the marketplace. This will enhance our ability to attract quality applicants

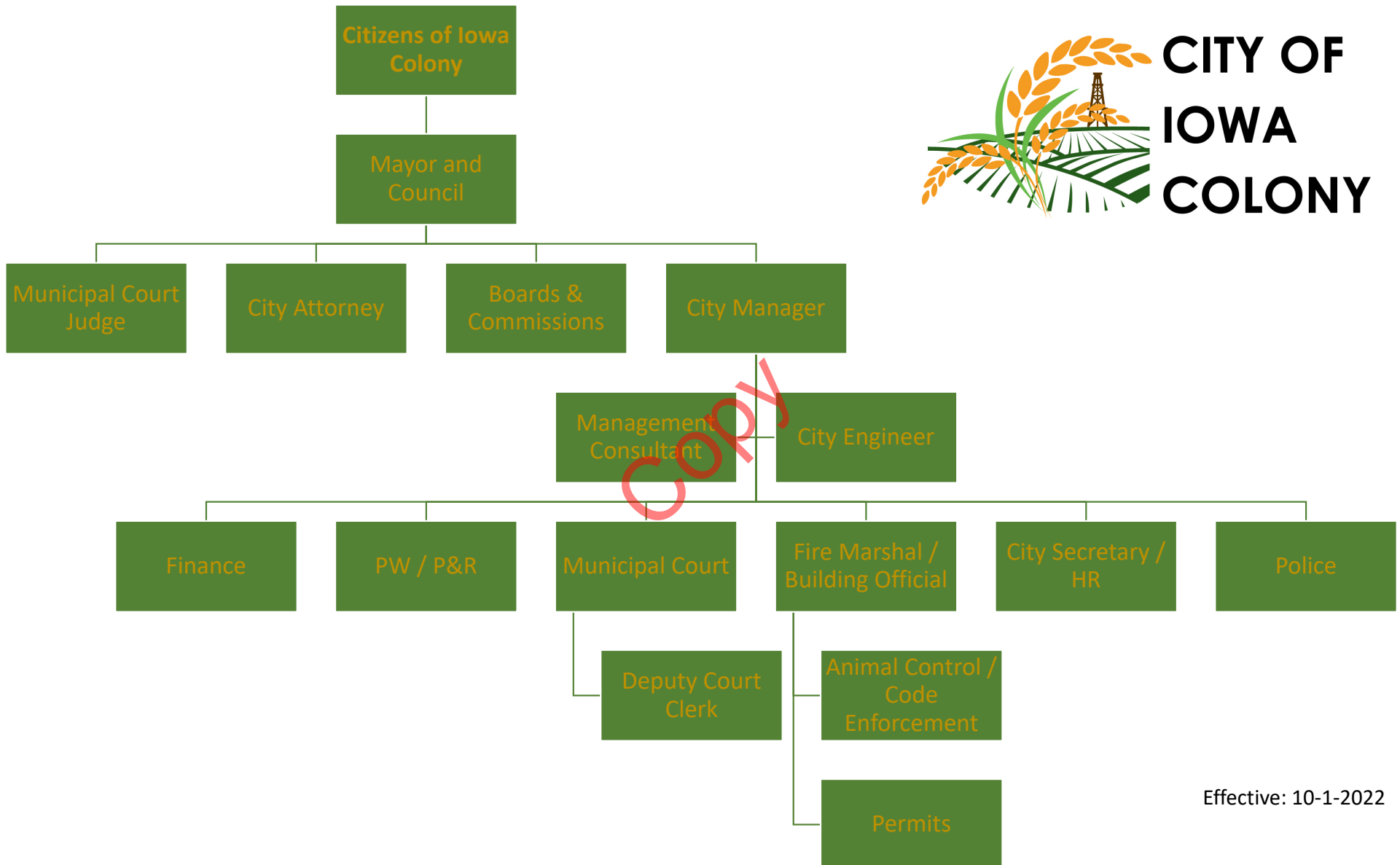
and retain valued employees. A cost-of-living adjustment (COLA) will be implemented in two phases, with a portion being allocated as a one-time payment in September (utilizing unspent funds from the current fiscal year), and the remaining portion is factored into the pay plan as part of the salary survey implementation.

- Employee Health Insurance – Once again, the employee population was consulted to determine improvements that would best serve them as a whole. The proposed budget enhances the improvements begun last year and increases the city's contribution toward dependent care coverage to 50% of premium costs. The city will continue to fund 90% of the employee portion of health insurance premiums.
- Texas Municipal Retirement System – The proposed budget includes the implementation of additional retirement plan provisions which will enhance our ability to attract and retain quality employees. This implementation is consistent with most cities in the retirement system. We also included a one-time cost-of-living increase for our current retirees in recognition of the current inflationary economy and high consumer price index.
- Parks & Recreation – There is an increased budget allocation for community events in order to continue and expand the success of our Christmas at City Hall and Fourth of July events. These community events have truly been highlights this year, and we hope to only improve on this success. We will also be holding a Birthday Bash to celebrate Iowa Colony's 50th anniversary from incorporation (October 9, 1972).
- Parks Master Plan – The proposed budget includes funding for the development of a Parks Master Plan. This will ensure continuity and efficiency for the long-term development of a community-wide park system and will avail us to seeking grant funds from a variety of state and federal sources to implement the Plan.
- Road Work – We are allocating funds to a committed fund balance, as well as maintaining funding in the proposed budget to ensure that road maintenance needs can be promptly addressed.

Once again, it is my honor to work alongside you and the high-quality, dedicated staff members of Iowa Colony. I look forward to discussing this budget with you at our upcoming meetings, and even further, to implementing this budget and seeing Iowa Colony's continued success as "a city above the rest."

Respectfully submitted,





Effective: 10-1-2022

YTD Actual
Thru
05-31-2022

Adopted Budget
(09-30-21)

Estimate

Proposed Budget

REVENUE

ADMIN	6,296,687.42	7,043,250.00	7,193,284.00	8,423,600.00
TOTAL REVENUE	6,296,687.42	7,043,250.00	7,193,284.00	8,423,600.00

EXPENSE

ADMIN	437,135.92	660,377.96	600,079.00	744,690.00
FINANCE	94,535.96	128,533.81	129,170.00	136,730.00
POLICE DEPARTMENT	642,797.29	1,217,258.60	1,052,870.00	1,520,120.00
ANIMAL CONTROL	46,021.12	77,864.06	75,900.00	88,120.00
EMERGENCY MANAGEMENT	-	11,000.00	-	11,000.00
MUNICIPAL COURT	133,304.00	216,099.58	202,990.00	243,350.00
PUBLIC WORKS	117,663.97	576,974.90	261,070.00	377,890.00
PARKS & REC	61,265.94	142,000.00	124,000.00	162,000.00
COMMUNITY DEVELOPMENT	2,584,455.39	2,953,743.21	2,882,300.00	3,136,540.00
FIRE MARSHAL	298,459.09	441,880.61	462,280.00	451,770.00
CAPITAL AND PLANNING PROJECTS	748,087.23	415,000.00	850,000.00	550,000.00
BOND	108,470.00	99,000.00	99,000.00	985,700.00

TOTAL EXPENSE

5,272,195.91	6,939,732.73	6,739,659.00	8,407,910.00
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REVENUE OVER(UNDER) EXPENDITURES

1,024,491.51	103,517.27	453,625.00	15,690.00
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Account	Description	YTD Actual Thru 05-31-2022	Adopted Budget (09-30-21)	Estimate	Proposed Budget
REVENUE					
PROPERTY & SALES TAX					
4109	Mixed Beverage Tax	663.86	1,000.00	1,000.00	1,000.00
4110	City Sales Tax	364,420.60	360,000.00	400,000.00	420,000.00
4120	Property Tax	2,686,494.06	1,360,000.00	1,400,000.00	2,432,100.00
4121	Delinquent Property Tax	10,034.81	35,000.00	15,000.00	20,000.00
4130	Property Tax - TIF 70%	993,430.19	1,071,000.00	1,000,000.00	1,482,100.00
4131	Delinquent Tax - TIF 70%	(739.95)	-	-	
4133	City Property DelinqTIF 30%	(271.04)	-	-	
4135	Property Tax MUD 31 - 70%	-	1,265,000.00	1,300,000.00	891,500.00
	PROPERTY & SALES TAX TOTALS	4,054,032.53	4,092,000.00	4,116,000.00	5,246,700.00
MISCELLANEOUS					
4124	Accident Reports	175.00	-	-	
4126	MUD 31 Pub. Safety Contr.		250,000.00		
4127	MUD 32 Pub. Safety Contr.	-	250,000.00		-
4134	Intermodal Ship. Container	2,584.00	3,000.00	2,584.00	3,000.00
4910	Interest Income	16,729.38	250.00	16,700.00	100.00
4911	Other Revenue	12,747.65	-	14,000.00	312,000.00
4912	Donations & Sponsorships	25,000.00		25,000.00	
	MISCELLANEOUS TOTALS	57,236.03	503,250.00	58,284.00	315,100.00
FINES & FORFEITURES					
4125	Arrest Fees	6,529.00	-	7,000.00	5,000.00
4701	Citations/Warrants (Net Retained Revenue)	157,034.86	300,000.00	225,000.00	250,000.00
4702	Delinquent Court Collection	-		-	-
4703	Municipal Jury Funds	128.14		300.00	300.00
4704	Local Truancy Prevention	6,015.54		6,500.00	6,000.00
4709	Court Costs	3,786.84	-	4,000.00	4,000.00
	FINES & FORFEITURES TOTALS	173,494.38	300,000.00	242,800.00	265,300.00
LICENSE & PERMITS					
4201	Building Construction Permits	1,177,779.65	1,375,000.00	1,700,000.00	1,600,000.00
4202	Trade Fees	88,073.81	50,000.00	110,000.00	100,000.00
4203	Reinspection Fees	20,015.00	30,000.00	30,000.00	30,000.00
4204	Signs	1,250.00	1,000.00	1,500.00	1,500.00
4205	PIP - Property Improvement Permits	4,119.43	2,000.00	5,000.00	5,000.00
4206	Dirt Work Permits	1,250.00	500.00	1,500.00	1,000.00
4207	Driveway Permits	-	1,500.00	500.00	1,500.00
4210	Culvert Permit	450.00	500.00	500.00	500.00
4211	Commercial Vehicle Permit	2,640.00	1,000.00	3,500.00	3,000.00
4212	Park Use Permit	1,320.00	1,000.00	1,500.00	1,000.00
4213	Mobile Food Unit Permit	850.00	1,000.00	1,200.00	1,000.00
4301	Preliminary Plat Fees	34,920.00	75,000.00	50,000.00	50,000.00
4302	Final Plat Fees	14,140.00	35,000.00	20,000.00	25,000.00
4303	Abbreviated Plat Fees	21,540.00	7,000.00	30,000.00	25,000.00
4305	Admin Fee- Early Plat Recording	65,223.78	150,000.00	100,000.00	100,000.00
4401	Infrastructure Plan Review Fee	85,864.56	75,000.00	100,000.00	100,000.00
4403	Civil Site Plan Review Fee	289,843.06	200,000.00	400,000.00	350,000.00
4501	Rezoning Fees	-	1,500.00	500.00	1,000.00

Account	Description	YTD Actual Thru 05-31-2022	Adopted Budget (09-30-21)	Estimate	Proposed Budget
4503	Specific Use Permit	-	1,000.00	500.00	1,000.00
	LICENSE & PERMITS TOTALS	1,809,279.29	2,008,000.00	2,556,200.00	2,396,500.00
BUSINESS & FRANCHISE					
4601	Franchise Tax - Electric	185,071.36	110,000.00	200,000.00	175,000.00
4602	Franchise Tax - Gas	-		-	-
4603	Telecommunication Fee - Sales Tax	17,573.83	30,000.00	20,000.00	25,000.00
	BUSINESS & FRANCHISE TOTALS	202,645.19	140,000.00	220,000.00	200,000.00
GRANT INCOME					
4803	State & Federal Grants				
	GRANT INCOME TOTALS	-	-	-	-
	TOTAL REVENUE	6,296,687.42	7,043,250.00	7,193,284.00	8,423,600.00

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		2022 Estimated Values*	Percent Value to Total	2022 Proposed Rate	2022 M&O Tax Rate	2022 I&S Rate
				0.519209	0.328809	0.190400
Total Value (7-23-20)	\$	925,621,874.00	100.00%			
MUD 31 (7-21-21)	\$	387,368,890.00	41.85%		\$ 382,111.13	\$ 737,550.37
TIRZ2 (7-21-21)	\$	407,807,859.00	44.06%		\$ 635,212.53	
Balance of City	\$	130,445,125.00	14.09%		\$ 428,915.31	\$ 248,367.52
Total				Net to City:	\$ 1,446,238.98	\$ 985,917.88

*** Estimates as of 6-13-2022**

Does include 10% Homestead Exemption Reduction

MUD 31 rebate is 70% of M&O Rate only, excluding debt service rate.

TIRZ2 rebate is 70% of entire tax rate.

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Account	Description	YTD Actual Thru 05-31-2022	Adopted Budget (09-30-21)	Estimate	Proposed Budget
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Account	Description	YTD Actual Thru 05-31-2022	Adopted Budget (09-30-21)	Estimate	Requested Budget
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EXPENSE

10	ADMINISTRATION				
5101	Salaries - Full-Time	137,281.73	213,889.92	210,000.00	255,170.00
5102	Salaries - Part-Time	-	25,000.00		35,000.00
5103	Salaries - Temp	-	10,000.00		10,000.00
5106	Social Security/Medicare	10,786.69	16,362.58	16,000.00	19,530.00
5107	TMRS	14,871.79	19,250.09	22,000.00	28,070.00
5108	Health & Life Insurance	6,051.18	14,800.00	10,000.00	17,600.00
5109	Worker's Comp	499.35	7,597.37	800.00	1,030.00
5110	Texas Workforce Commission	18.00	504.00	20.00	180.00
5111	Vehicle Allowance	4,707.64	7,200.00	7,200.00	7,200.00
5112	457(b) Reimbursement	6,400.00	10,500.00	9,000.00	10,500.00
5114	Benefits Admin Fees	71.72	144.00	144.00	150.00
5115	Longevity Pay	240.00	300.00	240.00	360.00
5121	Payroll Expense/Direct Deposit Fee	70.10	1,000.00	125.00	
5201	Legal	83,245.30	95,000.00	100,000.00	100,000.00
5202	Audit	31,000.00	30,000.00	31,000.00	30,000.00
5206	Professional Services	21,441.35	26,000.00	26,000.00	25,000.00
5210	Election Expenses	1,500.00	8,000.00	6,500.00	8,000.00
5211	Bank Fees	60.00	100.00	100.00	100.00
5212	Credit Card Processing Fees	8,083.43	2,500.00	10,000.00	2,500.00
5213	Legal Notices Expense	4,450.90	7,000.00	6,000.00	7,700.00
5215	BCAD Fee	18,435.06	21,500.00	25,000.00	25,000.00
5217	Professional Cleaning Services	5,430.00	17,000.00	8,000.00	11,000.00
5221	Website Administration	3,792.99	5,500.00	6,500.00	7,000.00
5223	Training & Travel	6,343.60	9,000.00	8,000.00	12,000.00
5224	Dues & Subscriptions	2,779.80	2,700.00	3,000.00	3,500.00
5225	Seminars & Meetings	545.00	3,000.00	3,000.00	4,000.00
5227	Legislative Affairs	-	2,000.00		4,000.00
5228	Tax Appraisal & Collection	-	100.00		500.00
5301	Office Supplies	3,818.69	14,000.00	6,500.00	14,000.00
5309	Uniforms	569.35	1,930.00	1,500.00	2,000.00
5310	Postage	808.09	500.00	750.00	1,000.00
5311	Building Repairs & Maintenance	17,022.72	12,000.00	17,500.00	20,000.00
5312	Recognition, Awards & Acknowledgments	721.99	2,000.00	1,000.00	2,000.00
5314	Computer & Technology	5,175.00	15,000.00	10,000.00	10,000.00
5315	Computer Software/License	12,590.75	8,000.00	12,000.00	15,000.00
5317	Equipment & Other Rentals	1,681.30	6,500.00	4,000.00	6,500.00
5327	Janitorial Supplies				4,000.00
5329	Mayor's Special Expense	50.70	1,500.00	500.00	1,500.00
5330	Miscellaneous	890.63	1,000.00	1,000.00	2,000.00
5401	Utilities - Electricity	5,096.55	7,000.00	7,000.00	7,000.00
5403	Utilities - Telephone	8,399.67	16,000.00	15,000.00	16,000.00

Account	Description	YTD Actual Thru 05-31-2022	Adopted Budget (09-30-21)	Estimate	Proposed Budget
5404	Mobile Technology Expense	349.68		500.00	600.00
5405	Insurance - Liability & Property	3,901.17	8,000.00	6,000.00	8,000.00
5406	Insurance - Windstorm	7,903.00	10,000.00	8,000.00	10,000.00
5407	Insurance - Vehicles	51.00	1,000.00	200.00	
TOTAL EXPENSE		437,135.92	660,377.96	600,079.00	744,690.00

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Account	Description	YTD Actual Thru 05-31-2022	Adopted Budget (09-30-21)	Estimate	Proposed Budget
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EXPENSE

10-15	FINANCE				
5101	Salaries - Full-Time	51,680.00	80,620.80	80,000.00	86,630.00
5106	Social Security/Medicare	3,922.11	6,167.49	6,000.00	6,630.00
5107	TMRS	5,184.02	7,255.87	7,200.00	9,530.00
5108	Health & Life Insurance	4,175.16	7,400.00	6,000.00	8,800.00
5109	Worker's Comp	211.89	2,863.65	300.00	350.00
5110	Texas Workforce Commission	9.00	252.00	10.00	90.00
5114	Benefits Admin Fees	25.90	144.00		80.00
5115	Longevity Pay	60.00	60.00	60.00	120.00
5223	Training & Travel	500.00	2,000.00	500.00	1,500.00
5224	Dues & Subscriptions	-	500.00		500.00
5301	Office Supplies	783.83	1,000.00	1,000.00	2,000.00
5309	Uniforms		70.00	50.00	300.00
5310	Postage	362.05	200.00	800.00	1,000.00
5314	Computer & Technology	-	-		3,200.00
5315	Computer Software/License	27,622.00	20,000.00	27,250.00	16,000.00
TOTAL EXPENSE		94,535.96	128,533.81	129,170.00	136,730.00

Account	Description	YTD Actual Thru 05-31-2022	Adopted Budget (09-30-21)	Estimate	Proposed Budget
EXPENSE					
10-20	POLICE DEPARTMENT				
5101	Salaries - Full-Time	377,505.48	750,925.02	620,000.00	968,690.00
5104	Salaries - Overtime	16,279.89	12,500.00	22,000.00	30,170.00
5106	Social Security/Medicare	30,561.32	57,445.76	50,000.00	74,110.00
5107	TMRS	40,596.68	67,583.25	65,000.00	106,560.00
5108	Health & Life Insurance	42,679.34	99,900.00	60,000.00	123,200.00
5109	Worker's Comp	20,906.00	33,341.07	30,000.00	50,600.00
5110	Texas Workforce Commission	442.97	3,528.00	500.00	1,260.00
5114	Benefits Admin Fees	181.30	1,008.00	400.00	1,010.00
5115	Longevity Pay	720.00	840.00	720.00	1,020.00
5117	Certification Pay	13,500.04	16,087.50	20,000.00	23,400.00
5206	Professional Services	6,936.92	7,000.00	6,500.00	-
5222	Investigations	863.78	3,000.00	1,400.00	-
5223	Training & Travel	4,094.50	5,000.00	4,000.00	-
5224	Dues & Subscriptions	805.00	1,500.00	1,000.00	-
5230	Radio Service	5,147.44	4,000.00	5,200.00	-
5231	Recruiting and Hiring Expenses	1,435.00	1,500.00	1,200.00	1,000.00
5301	Office Supplies	1,829.05	3,000.00	3,000.00	3,000.00
5309	Uniforms	6,383.93	8,000.00	8,000.00	8,000.00
5310	Postage	134.50	100.00	150.00	100.00
5311	Building Repairs & Maintenance	277.72	2,000.00	500.00	500.00
5313	Fuel Expense	26,919.30	30,000.00	40,000.00	40,000.00
5314	Computer & Technology	12,006.54	20,000.00	20,000.00	-
5319	Vehicle Repairs & Maintenance	11,695.43	10,000.00	16,000.00	10,000.00
5328	Small Tools & Minor Equipment	2,605.17	7,000.00	5,000.00	-
5330	Miscellaneous	854.46	2,000.00	1,000.00	500.00
5404	Mobile Technology Expense	5,260.28	6,000.00	6,000.00	6,000.00
5405	Insurance - Liability & Property	5,784.75	8,000.00	7,800.00	8,000.00
5407	Insurance - Vehicles	6,390.50	7,000.00	8,500.00	7,000.00
5410	Vehicle Replacement Fund	-	49,000.00	49,000.00	56,000.00
		-	-		
		-	-		
		-	-		
TOTAL EXPENSE		642,797.29	1,217,258.60	1,052,870.00	1,520,120.00

Account	Description	YTD Actual Thru 05-31-2022	Adopted Budget (09-30-21)	Estimate	Proposed Budget
EXPENSE					
10-21	Animal Control				
5101	Salaries - Full-Time	28,573.60	44,575.02	42,000.00	47,210.00
5104	Salaries - Overtime	441.28	1,000.00	1,000.00	1,740.00
5106	Social Security/Medicare	2,168.19	3,409.99	3,300.00	3,620.00
5107	TMRS	2,927.12	4,011.75	4,300.00	5,200.00
5108	Health & Life Insurance	4,063.62	7,400.00	6,000.00	8,800.00
5109	Worker's Comp	1,718.00	1,583.30	2,800.00	2,960.00
5110	Texas Workforce Commission	9.00	252.00	10.00	90.00
5114	Benefits Admin Fees	25.90	72.00	30.00	80.00
5115	Longevity Pay	60.00	60.00	60.00	120.00
5223	Training & Travel	1,347.08	1,500.00	1,500.00	2,500.00
5224	Dues & Subscriptions	91.95	300.00	300.00	300.00
5229	Contractual Services	535.00	2,500.00	1,000.00	1,500.00
5301	Office Supplies	151.64	200.00	200.00	300.00
5309	Uniforms	653.44	500.00	500.00	500.00
5310	Postage	27.56	200.00	100.00	200.00
5313	Fuel Expense	1,654.48	1,000.00	2,500.00	2,500.00
5319	Vehicle Repairs & Maintenance	36.08	1,000.00	1,000.00	1,000.00
5328	Small Tools & Minor Equipment	277.71	300.00	300.00	500.00
5404	Mobile Technology Expense	750.22		1,200.00	1,000.00
5407	Insurance - Vehicles	509.25	1,000.00	800.00	1,000.00
5410	Vehicle Replacement Fund	-	7,000.00	7,000.00	7,000.00
TOTAL EXPENSE		46,021.12	77,864.06	75,900.00	88,120.00

Account	Description	YTD Actual Thru 05-31-2022	Adopted Budget (09-30-21)	Estimate	Proposed Budget
10-22	Emergengy Management				
5206	Professional Services	-	-		
5214	Advertising/Printing Expense	-	2,000.00		2,000.00
5223	Training & Travel	-	1,000.00		1,000.00
5229	Contractual Services	-	5,000.00		5,000.00
5301	Office Supplies	-	2,000.00		2,000.00
5315	Computer Software/License	-	1,000.00		1,000.00
	TOTAL EXPENSE	-	11,000.00	-	11,000.00

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Account	Description	YTD Actual Thru 05-31-2022	Adopted Budget (09-30-21)	Estimate	Proposed Budget
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EXPENSES

10-25	MUNICIPAL COURT				
5101	Salaries - Full-Time	60,425.18	93,668.64	90,000.00	101,330.00
5104	Salaries - Overtime	245.43	2,000.00	1,000.00	1,390.00
5106	Social Security/Medicare	4,603.54	7,165.65	6,800.00	7,760.00
5107	TMRS	6,165.87	8,430.18	9,500.00	11,150.00
5108	Health & Life Insurance	8,066.62	14,800.00	12,000.00	17,600.00
5109	Worker's Comp	248.75	3,327.11	350.00	410.00
5110	Texas Workforce Commission	18.00	504.00	20.00	180.00
5114	Benefits Admin Fees	51.80	144.00	60.00	150.00
5115	Longevity Pay	60.00	60.00	60.00	180.00
5117	Certification Pay	784.55	1,200.00	1,200.00	2,400.00
5203	Attorney/Prosecutor Fees	33,462.50	50,000.00	50,000.00	60,000.00
5209	Judge Fees	12,468.75	20,000.00	20,000.00	25,000.00
5220	Interpreter Services	359.27	1,500.00	1,000.00	1,500.00
5223	Training & Travel	755.00	1,000.00	1,000.00	1,500.00
5301	Office Supplies	2,011.90	3,000.00	2,000.00	3,500.00
5308	Jury Trial Expense	685.82	1,500.00	1,300.00	1,750.00
5309	Uniforms	32.00	500.00	400.00	800.00
5310	Postage	115.02	500.00	300.00	750.00
5314	Computer Software/License	2,744.00	6,800.00	6,000.00	6,000.00
	TOTAL EXPENSES	133,304.00	216,099.58	202,990.00	243,350.00

Account	Description	YTD Actual Thru 05-31-2022	Adopted Budget (09-30-21)	Estimate	Proposed Budget
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EXPENSES

10-30	PUBLIC WORKS				
5101	Salaries - Full-Time	39,347.70	60,889.92	60,000.00	64,330.00
5104	Salaries - Overtime	2,432.34	4,000.00	4,000.00	3,550.00
5106	Social Security/Medicare	3,164.78	4,658.08	4,600.00	4,930.00
5107	TMRS	4,210.05	5,480.09	6,300.00	7,080.00
5108	Health & Life Insurance	3,963.72	7,400.00	6,000.00	8,800.00
5109	Worker's Comp	2,802.00	2,162.81	4,000.00	4,810.00
5110	Texas Workforce Commission	9.00	252.00	10.00	90.00
5114	Benefits Admin Fees	-	72.00	-	80.00
5115	Longevity Pay	60.00	60.00	60.00	120.00
5219	Roads, Bridges & Drainage	-	340,000.00	50,000.00	125,000.00
5223	Training & Travel	490.00		800.00	2,000.00
5229	Contractual Services	22,879.86	65,000.00	60,000.00	75,000.00
5301	Office Supplies	1,762.12	5,000.00	3,000.00	4,000.00
5309	Uniforms	593.18	1,000.00	1,000.00	1,000.00
5313	Fuel Expense	2,730.36	4,000.00	4,000.00	4,000.00
5317	Equipment & Other Rentals	-	15,000.00	6,000.00	12,000.00
5319	Vehicle Repairs & Maintenance	649.27	3,000.00	500.00	2,500.00
5321	Public Works Maintenance	18,449.40	20,000.00	20,000.00	25,000.00
5322	Special Road Work	9,305.50	15,000.00	9,500.00	10,000.00
5328	Small Tools & Minor Equipment	617.98	8,000.00	5,000.00	5,000.00
5331	Signs & Postings	3,337.78	8,000.00	8,000.00	10,000.00
5404	Mobile Technology Expense	349.68		500.00	600.00
5407	Insurance - Vehicles	509.25	1,000.00	800.00	1,000.00
5410	Vehicle Replacement Fund	-	7,000.00	7,000.00	7,000.00
TOTAL EXPENSES		117,663.97	576,974.90	261,070.00	377,890.00

Account	Description	YTD Actual Thru 05-31-2022	Adopted Budget (09-30-21)	Estimate	Proposed Budget
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EXPENSES

10-32	PARKS & REC				
5229	Contractual Services	23,475.00	33,000.00	62,000.00	72,000.00
5301	Office Supplies	74.72	2,500.00	1,000.00	2,000.00
5309	Uniforms	148.00	1,000.00	500.00	1,000.00
5317	Equipment & Other Rentals				6,000.00
5323	Park Improvements	-	35,000.00		
5324	Park Maintenance	37,310.72	70,000.00	60,000.00	80,000.00
5331	Signs & Postings	257.50	500.00	500.00	1,000.00
TOTAL EXPENSES		61,265.94	142,000.00	124,000.00	162,000.00

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Account	Description	TIF Actual Thru 05-31-2022	Adopted Budget (09-30-21)	Estimate	Proposed Budget
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EXPENSES

10-35	COMMUNITY DEVELOPMENT				
5101	Salaries - Full-Time	28,276.29	43,492.80	42,000.00	46,040.00
5104	Salaries - Overtime	384.33	1,500.00	800.00	1,700.00
5106	Social Security/Medicare	2,170.39	3,327.20	3,300.00	3,530.00
5107	TMRS	2,888.01	3,914.35	4,600.00	5,070.00
5108	Health & Life Insurance	3,993.43	7,400.00	6,000.00	8,800.00
5109	Worker's Comp	117.51	1,544.86	180.00	190.00
5110	Texas Workforce Commission	9.00	252.00	30.00	90.00
5114	Benefits Admin Fees	28.24	72.00	60.00	80.00
5115	Longevity Pay	180.00	240.00	180.00	240.00
5117	Certification Pay	-			
5206	Professional Services	-	50,500.00		50,000.00
5208	Engineering Services	31,083.69	75,000.00	55,000.00	75,000.00
5232	Early Plat - Admin Fees	52,179.02		80,000.00	80,000.00
5233	Eng Svc: Permits/Inspections	223,323.09	200,000.00	300,000.00	300,000.00
5234	Eng Svc: Plan Review	75,994.76	95,000.00	100,000.00	100,000.00
5235	Eng Svc: Platting	56,440.00	120,000.00	75,000.00	75,000.00
5301	Office Supplies	616.58	1,000.00	1,000.00	1,500.00
5309	Uniforms	-	500.00	150.00	500.00
5315	Computer Software/License	25,040.00	14,000.00	14,000.00	15,000.00
5411	TIF Fund/MUD 31 Payable	2,081,731.05	2,336,000.00	2,200,000.00	2,374,100.00
TOTAL EXPENSES		2,584,455.39	2,953,743.21	2,882,300.00	3,136,840.00

Account	Description	YTD Actual Thru 05-31-2022	Adopted Budget (09-30-21)	Estimate	Proposed Budget
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EXPENSES

10-36	FIRE MARSHAL/BUILDING OFFICIAL				
5101	Salaries - Full-Time	57,038.93	88,980.72	84,000.00	92,230.00
5106	Social Security/Medicare	4,060.43	6,807.03	6,000.00	7,060.00
5107	TMRS	5,720.91	8,008.26	8,800.00	10,150.00
5108	Health & Life Insurance	5,166.59	7,400.00	7,700.00	8,800.00
5109	Worker's Comp	2,697.00	3,160.60	4,200.00	4,540.00
5110	Texas Workforce Commission	9.00	252.00	10.00	90.00
5114	Benefits Admin Fees	2.34	72.00	10.00	80.00
5115	Longevity Pay	60.00	-	60.00	120.00
5207	Building Inspector	213,220.00	300,000.00	325,000.00	300,000.00
5223	Training & Travel	2,257.15	4,000.00	4,000.00	4,000.00
5224	Dues & Subscriptions	2,622.82	4,000.00	3,000.00	3,000.00
5301	Office Supplies	889.05	500.00	1,200.00	1,500.00
5303	Public Education & Training	-	3,000.00	2,500.00	2,000.00
5307	Investigation Supplies	15.50	1,000.00	300.00	1,000.00
5309	Uniforms	468.00	1,000.00	1,000.00	1,500.00
5310	Postage	-	200.00	-	200.00
5313	Fuel Expense	2,044.46	2,000.00	3,000.00	3,000.00
5319	Vehicle Repairs & Maintenance	-	1,500.00	1,000.00	1,500.00
5328	Small Tools & Minor Equipment	881.03	2,000.00	1,500.00	2,000.00
5404	Mobile Technology Expense	609.88		1,000.00	1,000.00
5407	Insurance - Vehicles	696.00	1,000.00	1,000.00	1,000.00
5410	Vehicle Replacement Fund	-	7,000.00	7,000.00	7,000.00
	TOTAL EXPENSES	298,459.09	441,880.61	462,280.00	451,770.00

Account	Description	YTD Actual Thru 05-31-2022	Adopted Budget (09-30-21)	Estimate	Proposed Budget
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EXPENSES

10-90	CAPITAL AND PLANNING PROJECTS				
5610	Land Purchase and Improvement	-	-	-	150,000.00
5620	Building Purchase, Construction or Improvements	748,087.23	380,000.00	850,000.00	150,000.00
5630	Furniture & Equipment	-	-	-	100,000.00
5640	Capital Assets	-	-	-	-
5650	Vehicles & Machinery	-	-	-	-
	Capital and Planning Contingency	-	35,000.00	-	150,000.00
		-		-	-
TOTAL EXPENSES		748,087.23	415,000.00	850,000.00	550,000.00

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Account	Description	YTD Actual Thru 05-31-2022	Adopted Budget (09-30-21)	Estimate	Proposed Budget
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EXPENSES

30-10	Debt Service - CIP				
5501	Debt Principal	75,000.00	75,000.00	75,000.00	75,000.00
5502	Bond Principal	-	-		365,000.00
5510	Bond Issuance Cost	9,500.00	-	-	-
5511	Interest on Bonds	-	-		523,177.00
5513	Interest on Debt	23,970.00	24,000.00	24,000.00	22,440.00
		-	-	-	-
	TOTAL EXPENSES	108,470.00	99,000.00	99,000.00	985,700.00

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City of Iowa Colony 2022-23 Proposed Pay Scale

GENERAL

Title	Pay Grade	P A B C D E F G H I J K L M N															
		(Minimum)	(Midpoint)														(Maximum)
Deputy Court Clerk	10	Hourly	15.34	15.72	16.11	16.52	16.93	17.35	17.79	18.23	18.69	19.15	19.63	20.12	20.63	21.14	21.67
		Bi-Weekly	1,227.00	1,257.68	1,289.12	1,321.34	1,354.38	1,388.24	1,422.94	1,458.52	1,494.98	1,532.35	1,570.66	1,609.93	1,650.18	1,691.43	1,733.72
		Annual	31,902.00	32,699.55	33,517.04	34,354.96	35,213.84	36,094.18	36,996.54	37,921.45	38,869.49	39,841.23	40,837.26	41,858.19	42,904.64	43,977.26	45,076.69
(Not Currently Used)	11	Hourly	18.02	18.47	18.93	19.41	19.89	20.39	20.90	21.42	21.96	22.51	23.07	23.65	24.24	24.84	25.46
		Bi-Weekly	1,441.73	1,477.77	1,514.71	1,552.58	1,591.39	1,631.18	1,671.96	1,713.76	1,756.60	1,800.52	1,845.53	1,891.67	1,938.96	1,987.43	2,037.12
		Annual	37,484.85	38,421.97	39,382.52	40,367.08	41,376.26	42,410.67	43,470.93	44,557.71	45,671.65	46,813.44	47,983.78	49,183.37	50,412.96	51,673.28	52,965.11
Permits Coord; Lead TCO; Code Enforcement/Animal Control Officer	12	Hourly	21.18	21.70	22.25	22.80	23.37	23.96	24.56	25.17	25.80	26.45	27.11	27.78	28.48	29.19	29.92
		Bi-Weekly	1,694.03	1,736.38	1,779.79	1,824.28	1,869.89	1,916.64	1,964.55	2,013.67	2,064.01	2,115.61	2,168.50	2,222.71	2,278.28	2,335.23	2,393.62
		Annual	44,044.70	45,145.82	46,274.46	47,431.32	48,617.11	49,832.53	51,078.35	52,355.31	53,664.19	55,005.79	56,380.94	57,790.46	59,235.22	60,716.10	62,234.01
Public Works Foreman	13	Hourly	24.88	25.50	26.14	26.79	27.46	28.15	28.85	29.58	30.32	31.07	31.85	32.65	33.46	34.30	35.16
		Bi-Weekly	1,990.48	2,040.24	2,091.25	2,143.53	2,197.12	2,252.05	2,308.35	2,366.06	2,425.21	2,485.84	2,547.98	2,611.68	2,676.98	2,743.90	2,812.50
		Annual	51,752.52	53,046.33	54,372.49	55,731.80	57,125.10	58,553.23	60,017.06	61,517.48	63,055.42	64,631.81	66,247.60	67,903.79	69,601.39	71,341.42	73,124.96
Mun Court Clerk/Administrator; City Secretary	14	Hourly	29.24	29.97	30.72	31.48	32.27	33.08	33.90	34.75	35.62	36.51	37.42	38.36	39.32	40.30	41.31
		Bi-Weekly	2,338.82	2,397.29	2,457.22	2,518.65	2,581.62	2,646.16	2,712.31	2,780.12	2,849.62	2,920.86	2,993.88	3,068.73	3,145.45	3,224.08	3,304.69
		Annual	60,809.21	62,329.44	63,887.68	65,484.87	67,121.99	68,800.04	70,520.04	72,283.04	74,090.12	75,942.37	77,840.93	79,786.96	81,781.63	83,826.17	85,921.82
Sr. Accountant; Building Official or Fire Marshal (stand-alone)	15	Hourly	34.35	35.21	36.09	36.99	37.92	38.87	39.84	40.83	41.85	42.90	43.97	45.07	46.20	47.35	48.54
		Bi-Weekly	2,748.11	2,957.65	3,031.59	3,107.38	3,185.07	3,264.69	3,346.31	3,429.97	3,515.72	3,603.61	3,693.70	3,786.04	3,880.70	3,977.71	4,077.16
		Annual	71,450.82	73,237.09	75,068.02	76,944.72	78,868.34	80,840.05	82,861.05	84,932.58	87,055.89	89,232.29	91,463.10	93,749.67	96,093.42	98,495.75	100,958.14
Building Official/Fire Marshal (Combined)	16	Hourly	40.36	41.37	42.41	43.47	44.55	45.67	46.81	47.98	49.18	50.41	51.67	52.96	54.28	55.64	57.03
		Bi-Weekly	3,229.03	3,475.24	3,562.12	3,651.18	3,742.45	3,836.02	3,931.92	4,030.21	4,130.97	4,234.24	4,340.10	4,448.60	4,559.82	4,673.81	4,790.66
		Annual	83,954.72	86,053.59	88,204.93	90,410.05	92,670.30	94,987.06	97,361.73	99,795.78	102,290.67	104,847.94	107,469.14	110,155.87	112,909.76	115,732.51	118,625.82
(Not Currently Used)	17	Hourly	47.43	48.85	50.31	51.82	53.38	54.98	56.63	58.33	60.08	61.88	63.74	65.65	67.62	69.65	71.74
		Bi-Weekly	3,794.11	4,103.33	4,226.43	4,353.22	4,483.82	4,618.33	4,756.88	4,899.59	5,046.57	5,197.97	5,353.91	5,514.53	5,679.96	5,850.36	6,025.87
		Annual	98,646.79	101,606.20	104,654.38	107,794.02	111,027.84	114,358.67	117,789.43	121,323.11	124,962.81	128,711.69	132,573.04	136,550.23	140,646.74	144,866.14	149,212.13
Police Chief	18	Hourly	55.73	57.40	59.12	60.89	62.72	64.60	66.54	68.54	70.59	72.71	74.89	77.14	79.45	81.84	84.29
		Bi-Weekly	4,458.08	4,821.41	4,966.05	5,115.03	5,268.48	5,426.54	5,589.34	5,757.02	5,929.73	6,107.62	6,290.85	6,479.57	6,673.96	6,874.18	7,080.40
		Annual	115,909.98	119,387.28	122,968.90	126,657.97	130,457.71	134,371.44	138,402.58	142,554.66	146,831.30	151,236.24	155,773.33	160,446.52	165,259.92	170,217.72	175,324.25

PUBLIC SAFETY (POLICE)

Title	Pay Grade	P A B C D E F G H I J K L													
		(Minimum)	(Midpoint)											(Maximum)	
Police Officer	PS1	Hourly	26.25	27.04	27.85	28.68	29.54	30.43	31.34	32.28	33.25	34.25	35.28	36.34	37.43
		Bi-Weekly (84)	2,205.00	2,271.15	2,339.28	2,409.46	2,481.75	2,556.20	2,632.89	2,711.87	2,793.23	2,877.02	2,963.34	3,052.24	3,143.80
		Annual (2184)	57,330.00	59,049.90	60,821.40	62,646.04	64,525.42	66,461.18	68,455.02	70,508.67	72,623.93	74,802.65	77,046.73	79,358.13	81,738.87
		Bi-Weekly (80)	2,100.00	2,163.00	2,227.89	2,294.73	2,363.57	2,434.48	2,507.51	2,582.74	2,660.22	2,740.02	2,822.22	2,906.89	2,994.10
		Annual (2080)	54,600.00	56,238.00	57,925.14	59,662.89	61,452.78	63,296.36	65,195.26	67,151.11	69,165.65	71,240.62	73,377.83	75,579.17	77,846.54
Police Sergeant	PS2	(Minimum)	37.50	38.63	39.78	40.98	42.21	43.47	44.78	46.12	47.50				
		Hourly	37.50	38.63	39.78	40.98	42.21	43.47	44.78	46.12	47.50				
		Bi-Weekly (84)	3,150.00	3,244.50	3,341.84	3,442.09	3,545.35	3,651.71	3,761.26	3,874.10	3,990.33				
		Annual (2184)	81,900.00	84,357.00	86,887.71	89,494.34	92,179.17	94,944.55	97,792.88	100,726.67	103,748.47				
		Bi-Weekly (80)	3,000.00	3,090.00	3,182.70	3,278.18	3,376.53	3,477.82	3,582.16	3,689.62	3,800.31				
		Annual (2080)	78,000.00	80,340.00	82,750.20	85,232.71	87,789.69	90,423.38	93,136.08	95,930.16	98,808.07				

IOWA COLONY CRIME CONTROL AND PREVENTION DISTRICT

FY22/23 PROPOSED BUDGET

PROGRAM AREA BY ACTIVITY

OVERTIME

Funds allocated will provide for patrols in neighborhoods identified as needing special attention by law enforcement. These patrols will focus on reducing the crime rate and improving the quality of life for citizens in the affected areas. Funds allocated will also provide for necessary overtime during community relations projects and events.

GL Code	Description	Proposed FY22/23	Approved FY21/22
20-20-5104	Salaries - Overtime	17,000.00	5,000.00

COMMUNITY RELATIONS

The department will utilize funds for community relations and involvement. Programs including neighborhood watch, crime prevention, citizens police academy, and others will be created. Funds will also be used to purchase public relations items at community events.

GL Code	Description	Proposed FY22/23	Approved FY21/22
20-20-5303	Public Education & Training Materials	4,000.00	
20-20-5301	Office Supplies	2,500.00	6,000.00
20-20-5214	Advertising & Printing Expense	7,500.00	
20-20-5330	Miscellaneous	1,000.00	5,000.00

TECHNOLOGY

Funds will be used to upgrade and enhance technology within the department. This includes upgrades to computers and servers, new computer programs, and various other needs. Funds will also be used to pay for current software licenses, updates, and other technical fees for programs utilized by the police department.

GL Code	Description	Proposed FY22/23	Approved FY21/22
20-20-5314	Computer & Technology Equipment	25,000.00	5,000.00
20-20-5315	Computer Software & License	16,000.00	
20-20-5230	Radio Service	5,100.00	
20-20-5328	Small Tools & Minor Equipment	11,000.00	

INVESTIGATIONS

Funds allocated will be used to provide equipment and training to conduct complex criminal investigations. Purchase of these items will reduce the dependency on outside agencies for assistance and equipment.

GL Code	Description	Proposed FY22/23	Approved FY21/22
20-20-5222	Investigations	4,000.00	5,000.00
20-20-5307	Investigation Supplies	4,000.00	

TRAINING

The department will utilize these funds to pay tuition, per-diem, and travel-related expenses for officers to attend specialized training in various topics.

GL Code	Description	Proposed FY22/23	Approved FY21/22
20-20-5223	Training & Travel	15,000.00	10,000.00

PATROL EQUIPMENT

These funds will purchase upgrades to equipment and new equipment, as well as maintain existing equipment for patrol officers. Items include, but are not limited to, window tint meters, portable breath testers, speed lidars, and other equipment for use by officers in the field.

GL Code	Description	Proposed FY22/23	Approved FY21/22
20-20-5316	Equipment Repair/Parts	5,000.00	
20-20-5317	Equipment & Other Rentals	4,000.00	4,000.00
20-20-5319	Vehicle Repairs & Maintenance	3,900.00	

CAPITAL PROJECTS

These funds will be used or encumbered for larger projects such as radio system enhancements, starting a new communications division, enhancements or purchase of new records management system, police department vehicles with associated equipment, and/or other larger projects.

GL Code	Description	Proposed FY22/23	Approved FY21/22
20-20-5650	Vehicles & Machinery	75,000.00	140,000.00
20-90-5630	Furniture & Equipment*	250,000.00	

*One-time expenditure from fund balance to purchase items for the new police building.

PROFESSIONAL SERVICES

These funds will be utilized for outside services that provide customized, knowledge-based services to the police department.

GL Code	Description	Proposed FY22/23	Approved FY21/22
20-20-5206	Professional Services	10,000.00	

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.519209 per \$100 valuation has been proposed by the governing body of CITY OF IOWA COLONY.

PROPOSED TAX RATE	\$0.519209 per \$100
NO-NEW-REVENUE TAX RATE	\$0.476862 per \$100
VOTER-APPROVAL TAX RATE	\$1.168179 per \$100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for CITY OF IOWA COLONY from the same properties in both the 2021 tax year and the 2022 tax year.

The voter-approval rate is the highest tax rate that CITY OF IOWA COLONY may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF IOWA COLONY is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 19, 2022 AT 7:00PM AT Iowa Colony City Hall Council Chambers, 12003 Iowa Colony Blvd., Iowa Colony, Texas 77583.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, CITY OF IOWA COLONY is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of CITY OF IOWA COLONY at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal: Mayor Michael Byrum-Bratsen Councilmember McLean Barnett
Councilmember Marquette Greene-Young Councilmember Wil Kennedy
Councilmember Chad Wilsey

AGAINST the proposal: None

PRESENT and not voting:None

ABSENT: Councilmember Arnetta Hicks-Murray

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by CITY OF IOWA

COLONY last year to the taxes proposed to be imposed on the average residence homestead by CITY OF IOWA COLONY this year.

	2021	2022	Change
Total tax rate (per \$100 of value)	\$0.489209	\$0.519209	increase of 0.030000, or 6.13%
Average homestead taxable value	\$245,438	\$274,955	increase of 29,517, or 12.03%
Tax on average homestead	\$1,200.70	\$1,427.59	increase of 226.89, or 18.90%
Total tax levy on all properties	\$2,571,129	\$3,180,185	increase of 609,056, or 23.69%

For assistance with tax calculations, please contact the tax assessor for CITY OF IOWA COLONY at 979-864-1320 or taxoffice@brazoria-county.com, or visit <https://www.brazoriacountytx.gov/departments/tax-office> for more information.

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NO.	LOCATION	DESCRIPTION	NOTES	STATUS	DATE COMPL
A. SIGNAGE					
1	Iowa Colony Blvd (N) @ freedom field	Walker ahead	Post stand upright added con	Done	8/2/2022
2	Iowa Colony Blvd (N) @ freedom field	Yield here to walker	Turn sign around , post stand upright	Done	8/2/2022
3	Iowa Colony Blvd (N) @ Cariter st	Brazoria county sign	sign is faded bad I called SI to repair	Done	8/2/2022
4	Alliegro Dr. @ Iowa Colony Blvd	Walker ahead	post stand upright	Done	8/2/2022
5	Iowa Colony Blvd (S) @ Expedition dr.	End of School Zone	Turn sign around , post stand upright	Done	8/2/2022
6	Iowa Colony Blvd (S) @ Handel	Yield here to walkers	Turn sign around , post stand upright	Done	8/2/2022
7	Meridiana pkwy @ Iowa Colony Blvd (N)	walker zone	Turn sign around , post stand upright	Done	8/2/2022
8	Meridiana pkwy @ Oasis village	City park	Turn sign around , post stand upright	Done	8/2/2022
9	Meridiana pkwy @ Iowa Colony Blvd (N)	School zone light	turning the lights on	Done	8/17/2022
10	Meridiana Pkwy @ Iowa colony blvd (W)	School zone light	Turnning the lights on	Done	8/17/2022
11	Meridiana Pkwy @ Iowa Colony blvd (E)	School zone light	Turnning the lights on	Done	8/17/2022
12	Meridiana Pkwy @ Iowa colony blvd (S)	School zone light	turning the lights on	Done	8/17/2022
13	Meridiana Pkwy @ Karston	Signal light tiimers		Done	8/23/2022
14	Meridiana pkwy @ Sierra vista	Signal light tiimers		Done	8/23/2022
15	Meridiana pkwy @ Crystral view	Signal light tiimers		Done	8/23/2022
16	Meridiana pkwy @ 288(S)	Signal light tiimers		Done	8/23/2022
17	Meridiana Pkwy @ 288(N)	Signal light tiimers		Done	8/23/2022
18	Cedar ripids @ Iowa Colony	M.P.H sign down		Done	8/26/2022
19	Iowa Colony @ 288 (N)	No thruk thu	missing	Done	8/26/2022
20	Meridiana@ Crystal view Dr	M.P.H sign down	Down	Done	8/29/2022
B. DEBRIS REMOVAL					
1	Iowa Colony pkwy @ CR 62	pick up trash	trash bag in the road	Done	8/17/2022
C. MOWING/TREE TRIMMING					
1	City hall	Cut grass		Done	8/8/2022
2	City Park	Cut grass		Done	8/15/2022
3	City Park	Cut grass		Done	8/16/2022
4	City right of ways	Cut grass		Done	8/14/2022
5	City park baseball fields	Cut grass		Done	8/15/2022
Ditch Drainage issue					
1	8801 county road 79	culvert placement		Done	8/24/2022
Parks					
1	Parks	Take down swing		Done	8/8/2022
2	Parks	Take down swing		Done	8/8/2022
3	Parks	Take down swing		Done	8/8/2022
4	Parks	Replace Swing		Done	8/8/2022
5	Parks	Replace Swing		Done	8/8/2022
6	Parks	Replace Swing		Done	8/8/2022
7	Parks	trash pick up		Done	8/15/2022
Miscellaneous Works					
1	serria vasta	Water leak		Done	8/16/2022



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 August 2022

Offense	July 2022	August 2022
Burglary	0	2
Theft	6	2
Robbery	0	1
Total Index Crimes Reported	6	5
Reports Taken		
Misdemeanor	14	9
Felony	6	5
Charges Filed/Arrests		
Misdemeanor	1	7
Felony	1	1
Outside Agency Warrant Arrest	2	2
Traffic Enforcement		
Citations	211	269
Crash Investigations		
Minor Crashes	3	8
Major Crashes	4	3
Fatality Crashes	0	0
Calls for Service		
Alarms	43	29
Assist Other Agency	33	34
Disturbance	14	10
Other	122	110
Security Checks	52	105
Suspicious Activity/Persons	24	34

Significant Events

- August 3 – An Officer was dispatched to the 4100 block of Champlain Way in reference to a theft. Three steel beams were stolen from in front of a residence under construction. A report was generated and referred to Investigations.
- August 11 – An Officer was dispatched to the 9700 block of Faulkner Trail in reference to a disturbance. Upon arrival, it was found that an assault had occurred. The suspect was arrested and transported to the Brazoria County Jail.
- August 11 – An Officer conducted a traffic stop on a vehicle in the area of Meridiana Pkwy and Ames Blvd. The driver of the vehicle was found to have an outstanding warrant through Pearland Police Department. The driver was detained and turned over to Pearland Police Department.



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- August 23 – An Officer was dispatched to the 10600 block of Cabot Trail in reference to a theft. Several pieces of lumber were stolen from a residence under construction. A report was generated and referred to Investigations.
 - August 26 – An Officer conducted a traffic stop in the area of Meridiana Pkwy and Pursley Blvd. The driver was found to have a suspended license with several previous convictions. The driver was arrested and transported to the Brazoria County Jail.
 - August 27 – Officers were dispatched to the 9900 block of Sunstone Point Dr. in reference to a disturbance. Upon arrival, it was found that an assault had occurred. The suspect was arrested and transported to the Brazoria County Jail.
 - August 30 – An Officer was dispatched to meet a victim in reference to a robbery that had occurred in the 9400 block of Turquoise Meadow Ln. The victim stated that he met the suspect in the area to sell him a gaming system. The victim allowed the suspect to sit in his vehicle where they discussed the transaction. The suspect said he did not have any money and then pointed a handgun at the victim. The suspect demanded money from the victim, which the victim did not have. The suspect then demanded the victim send him money via a phone App. The suspect then rummaged through the victim's vehicle where he found a pistol. The suspect took the pistol, and the gaming system and then fled the location. Officers checked the area but were unable to locate the suspect. A report was generated and referred to Investigations.
 - August 31 – An Officer was completing bailiff duty at the Iowa Colony Municipal Court when employees observed a person in the lobby who smelled very strongly of marijuana. Officers located the individual in the parking lot inside his vehicle with two other people. While speaking with the occupants of the vehicle officers located a small amount of marijuana in the vehicle in plain view. One of the occupants of the vehicle also turned over a small amount of marijuana to officers that she had in her purse. The marijuana was seized and all three individuals were issued citations for Possession of Narcotic Paraphernalia.

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

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	60.18	30,083.33	(30,023.15)	459,273.97	361,000.00	127.22%	(98,273.97)
Property Tax	5,364.54	310,916.67	(305,552.13)	3,730,853.53	3,731,000.00	100.00%	146.47
Miscellaneous	251,611.84	44,854.16	206,757.68	325,444.79	538,250.00	60.46%	212,805.21
Fines & Forfeitures	24,264.07	25,000.00	(735.93)	231,770.89	300,000.00	77.26%	68,229.11
License & Permits	170,464.21	167,333.33	3,130.88	2,477,236.79	2,008,000.00	123.37%	(469,236.79)
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Business & Franchise	5,916.21	11,666.67	(5,750.46)	208,561.40	140,000.00	148.97%	(68,561.40)
Revenue Totals	<u>457,681.05</u>	<u>589,854.16</u>	<u>(132,173.11)</u>	<u>7,433,141.37</u>	<u>7,078,250.00</u>	<u>105.01%</u>	<u>(354,891.37)</u>
Expense Summary							
Personnel Services	133,709.16	160,794.39	(27,085.23)	1,488,510.28	1,929,532.73	77.14%	441,022.45
Professional/Contract Services	60,893.62	137,183.33	(76,289.71)	1,259,133.68	1,625,200.00	77.48%	366,066.32
Materials & Supplies	30,148.57	33,250.05	(3,101.48)	327,571.58	399,000.00	82.10%	71,428.42
Services	27,269.45	205,999.97	(178,730.52)	2,170,274.68	2,472,000.00	87.79%	301,725.32
Capital Outlay	118,338.60	31,666.67	86,671.93	907,386.68	380,000.00	238.79%	(527,386.68)
Expense Totals	<u>370,359.40</u>	<u>568,894.41</u>	<u>(198,535.01)</u>	<u>6,152,876.90</u>	<u>6,805,732.73</u>	<u>90.41%</u>	<u>652,855.83</u>

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

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
10-4109 Mixed Beverage Tax	60.18	83.33	(23.15)	873.87	1,000.00	87.39%	126.13
10-4110 City Sales Tax	0.00	30,000.00	(30,000.00)	458,400.10	360,000.00	127.33%	(98,400.10)
Sales Tax Totals	60.18	30,083.33	(30,023.15)	459,273.97	361,000.00	127.22%	(98,273.97)
Property Tax							
10-4120 Property Tax	0.00	113,333.33	(113,333.33)	2,718,314.42	1,360,000.00	199.88%	(1,358,314.42)
10-4121 Delinquent Property Tax	5,364.54	2,916.67	2,447.87	18,597.61	35,000.00	53.14%	16,402.39
10-4130 Property Tax - TIF - 70%	0.00	89,250.00	(89,250.00)	995,492.04	1,071,000.00	92.95%	75,507.96
10-4131 Delinquent Tax - TIF - 70%	0.00	0.00	0.00	(1,279.50)	0.00	0.00%	1,279.50
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
Property Tax Totals	5,364.54	310,916.67	(305,552.13)	3,730,853.53	3,731,000.00	100.00%	146.47
Miscellaneous							
10-4124 Accident Reports	21.00	0.00	21.00	216.00	0.00	0.00%	(216.00)
10-4126 MUD 53- Pub Safety Contr	250,000.00	20,833.33	229,166.67	250,000.00	250,000.00	100.00%	0.00
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	179.59	20.83	158.76	17,639.44	250.00	7055.78%	(17,389.44)
10-4911 Other Revenue	1,411.25	0.00	1,411.25	29,604.20	0.00	0.00%	(29,604.20)
10-4912 Donations/Sponsorships	0.00	0.00	0.00	25,500.00	0.00	0.00%	(25,500.00)
Miscellaneous Totals	251,611.84	44,854.16	206,757.68	325,444.79	538,250.00	60.46%	212,805.21
Fines & Forfeitures							
10-4125 Arrest Fee	0.00	0.00	0.00	6,619.00	0.00	0.00%	(6,619.00)

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

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
10-4701 Citations/Warrants	20,072.90	25,000.00	(4,927.10)	204,904.03	300,000.00	68.30%	95,095.97
10-4703 Municipal Jury Funds	16.32	0.00	16.32	169.84	0.00	0.00%	(169.84)
10-4704 Local Truancy Prevention	815.01	0.00	815.01	8,100.78	0.00	0.00%	(8,100.78)
10-4705 Time Payment Reimbursement	60.00	0.00	60.00	110.90	0.00	0.00%	(110.90)
10-4709 Court Costs	3,299.84	0.00	3,299.84	11,866.34	0.00	0.00%	(11,866.34)
Fines & Forfeitures Totals	24,264.07	25,000.00	(735.93)	231,770.89	300,000.00	77.26%	68,229.11
License & Permits							
10-4201 Building Construction Permits	56,031.34	114,583.33	(58,551.99)	1,581,645.01	1,375,000.00	115.03%	(206,645.01)
10-4202 Trade Fees	8,029.06	4,166.67	3,862.39	118,170.67	50,000.00	236.34%	(68,170.67)
10-4203 Reinspection Fees	1,420.00	2,500.00	(1,080.00)	25,975.00	30,000.00	86.58%	4,025.00
10-4204 Signs	0.00	83.33	(83.33)	1,400.00	1,000.00	140.00%	(400.00)
10-4205 Property Improvement Permits	787.00	166.67	620.33	6,318.93	2,000.00	315.95%	(4,318.93)
10-4206 Dirt Work Permits	500.00	41.67	458.33	2,000.00	500.00	400.00%	(1,500.00)
10-4207 Driveway Permits	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-4210 Culvert Permit	300.00	41.67	258.33	1,000.00	500.00	200.00%	(500.00)
10-4211 Commercial Vehicle Permit	0.00	83.33	(83.33)	2,640.00	1,000.00	264.00%	(1,640.00)
10-4212 Park Use Permit	0.00	83.33	(83.33)	1,950.00	1,000.00	195.00%	(950.00)
10-4213 Mobile Food Unit Permit	250.00	83.33	166.67	1,550.00	1,000.00	155.00%	(550.00)
10-4214 Solicitation Fees	0.00	0.00	0.00	450.00	0.00	0.00%	(450.00)
10-4301 Preliminary Plat Fees	1,130.00	6,250.00	(5,120.00)	41,150.00	75,000.00	54.87%	33,850.00
10-4302 Final Plat Fees	3,630.00	2,916.67	713.33	17,770.00	35,000.00	50.77%	17,230.00
10-4303 Abbreviated Plat Fees	0.00	583.33	(583.33)	21,540.00	7,000.00	307.71%	(14,540.00)
10-4305 Admin Fee - Early Plat Recording	1,483.16	12,500.00	(11,016.84)	66,706.94	150,000.00	44.47%	83,293.06
10-4401 Infrastructure Plan Review Fee	40,137.15	6,250.00	33,887.15	178,059.01	75,000.00	237.41%	(103,059.01)

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

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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							
10-4403 Civil Site Plan Review Fee	56,766.50	16,666.67	40,099.83	408,911.23	200,000.00	204.46%	(208,911.23)
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	170,464.21	167,333.33	3,130.88	2,477,236.79	2,008,000.00	123.37%	(469,236.79)
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)
10-4603 Telecommunication Fee - Sales	5,916.21	2,500.00	3,416.21	23,490.04	30,000.00	78.30%	6,509.96
Business & Franchise Totals	5,916.21	11,666.67	(5,750.46)	208,561.40	140,000.00	148.97%	(68,561.40)
Revenue Totals	457,681.05	589,854.16	(132,173.11)	7,433,141.37	7,078,250.00	105.01%	(354,891.37)

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

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	7,467.65	5,194.35	2,273.30	59,343.86	62,430.00	95.06%	3,086.14
Personnel Services	21,746.93	27,212.31	(5,465.38)	245,474.91	326,547.96	75.17%	81,073.05
Professional/Contract Services	23,770.39	19,116.67	4,653.72	250,319.78	229,400.00	109.12%	(20,919.78)
Services	1,855.28	3,499.99	(1,644.71)	41,146.29	42,000.00	97.97%	853.71
Administration Totals	<u>54,840.25</u>	<u>55,023.32</u>	<u>(183.07)</u>	<u>596,284.84</u>	<u>660,377.96</u>	<u>90.29%</u>	<u>64,093.12</u>

10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	361.53	1,780.67	(1,419.14)	29,213.31	21,270.00	137.35%	(7,943.31)
Personnel Services	7,831.05	8,730.33	(899.28)	88,661.79	104,763.81	84.63%	16,102.02
Professional/Contract Services	74.57	208.34	(133.77)	574.57	2,500.00	22.98%	1,925.43
Finance Totals	<u>8,267.15</u>	<u>10,719.34</u>	<u>(2,452.19)</u>	<u>118,449.67</u>	<u>128,533.81</u>	<u>92.15%</u>	<u>10,084.14</u>

10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	14,954.73	6,841.67	8,113.06	96,245.88	82,100.00	117.23%	(14,145.88)
Personnel Services	70,216.18	86,929.88	(16,713.70)	762,754.10	1,043,158.60	73.12%	280,404.50
Professional/Contract Services	539.64	1,833.33	(1,293.69)	20,328.45	22,000.00	92.40%	1,671.55
Services	461.04	5,833.33	(5,372.29)	18,804.62	70,000.00	26.86%	51,195.38
Police Totals	<u>86,171.59</u>	<u>101,438.21</u>	<u>(15,266.62)</u>	<u>898,133.05</u>	<u>1,217,258.60</u>	<u>73.78%</u>	<u>319,125.55</u>

10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	890.52	266.67	623.85	4,549.31	3,200.00	142.17%	(1,349.31)

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

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Personnel Services	4,816.24	5,197.00	(380.76)	54,192.58	62,364.06	86.90%	8,171.48
Professional/Contract Services	105.00	358.33	(253.33)	2,416.07	4,300.00	56.19%	1,883.93
Services	101.84	666.66	(564.82)	1,463.08	8,000.00	18.29%	6,536.92
Animal Control Totals	<u>5,913.60</u>	<u>6,488.66</u>	<u>(575.06)</u>	<u>62,621.04</u>	<u>77,864.06</u>	<u>80.42%</u>	<u>15,243.02</u>

10 - General Fund Emergency Management	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	800.00	250.00	550.00	800.00	3,000.00	26.67%	2,200.00
Professional/Contract Services	0.00	666.67	(666.67)	670.00	8,000.00	8.38%	7,330.00
Emergency Management Totals	<u>800.00</u>	<u>916.67</u>	<u>(116.67)</u>	<u>1,470.00</u>	<u>11,000.00</u>	<u>13.36%</u>	<u>9,530.00</u>

10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	1,259.46	1,025.01	234.45	11,317.73	12,300.00	92.01%	982.27
Personnel Services	9,820.95	10,941.64	(1,120.69)	110,278.55	131,299.58	83.99%	21,021.03
Professional/Contract Services	1,635.02	6,041.67	(4,406.65)	57,373.11	72,500.00	79.14%	15,126.89
Municipal Court Totals	<u>12,715.43</u>	<u>18,008.32</u>	<u>(5,292.89)</u>	<u>178,969.39</u>	<u>216,099.58</u>	<u>82.82%</u>	<u>37,130.19</u>

10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	823.93	6,583.34	(5,759.41)	42,256.90	79,000.00	53.49%	36,743.10
Personnel Services	6,181.07	7,081.23	(900.16)	75,011.00	84,974.90	88.27%	9,963.90
Professional/Contract Services	9,100.00	35,500.00	(26,400.00)	49,969.86	405,000.00	12.34%	355,030.14
Services	41.84	666.66	(624.82)	942.54	8,000.00	11.78%	7,057.46
Public Works Totals	<u>16,146.84</u>	<u>49,831.23</u>	<u>(33,684.39)</u>	<u>168,180.30</u>	<u>576,974.90</u>	<u>29.15%</u>	<u>408,794.60</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	394.61	9,083.33	(8,688.72)	47,953.49	109,000.00	43.99%	61,046.51
Professional/Contract Services	0.00	2,750.00	(2,750.00)	64,650.00	33,000.00	195.91%	(31,650.00)
Parks & Recreation Totals	<u>394.61</u>	<u>11,833.33</u>	<u>(11,438.72)</u>	<u>112,603.49</u>	<u>142,000.00</u>	<u>79.30%</u>	<u>29,396.51</u>

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	713.74	1,291.67	(577.93)	26,508.31	15,500.00	171.02%	(11,008.31)
Personnel Services	4,562.37	5,145.28	(582.91)	51,779.04	61,743.21	83.86%	9,964.17
Professional/Contract Services	0.00	45,041.66	(45,041.66)	514,322.87	540,500.00	95.16%	26,177.13
Services	24,737.61	194,666.67	(169,929.06)	2,106,468.66	2,336,000.00	90.17%	229,531.34
Community Development Totals	<u>30,013.72</u>	<u>246,145.28</u>	<u>(216,131.56)</u>	<u>2,699,078.88</u>	<u>2,953,743.21</u>	<u>91.38%</u>	<u>254,664.33</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	2,482.40	933.34	1,549.06	9,382.79	11,200.00	83.77%	1,817.21
Personnel Services	8,534.37	9,556.72	(1,022.35)	100,358.31	114,680.61	87.51%	14,322.30
Professional/Contract Services	25,669.00	25,666.66	2.34	298,508.97	308,000.00	96.92%	9,491.03
Services	71.84	666.66	(594.82)	1,449.49	8,000.00	18.12%	6,550.51
Fire Marshal/Building Official Totals	<u>36,757.61</u>	<u>36,823.38</u>	<u>(65.77)</u>	<u>409,699.56</u>	<u>441,880.61</u>	<u>92.72%</u>	<u>32,181.05</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	118,338.60	31,666.67	86,671.93	907,386.68	380,000.00	238.79%	(527,386.68)

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Capital and Planning Projects Totals	<u>118,338.60</u>	<u>31,666.67</u>	<u>86,671.93</u>	<u>907,386.68</u>	<u>380,000.00</u>	<u>238.79%</u>	<u>(527,386.68)</u>
Expense Total	<u>370,359.40</u>	<u>568,894.41</u>	<u>(198,535.01)</u>	<u>6,152,876.90</u>	<u>6,805,732.73</u>	<u>90.41%</u>	<u>652,855.83</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	16,592.00	17,824.16	(1,232.16)	186,365.05	213,889.92	87.13%	27,524.87
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
10-10-5106 Social Security/Medicare	1,299.92	1,363.55	(63.63)	14,633.49	16,362.58	89.43%	1,729.09
10-10-5107 TMRS	1,615.12	1,604.17	10.95	19,654.79	19,250.09	102.10%	(404.70)
10-10-5108 Health & Life Insurance	886.05	1,233.33	(347.28)	8,745.85	14,800.00	59.09%	6,054.15
10-10-5109 Worker's Comp	0.00	633.11	(633.11)	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)	6,369.16	7,200.00	88.46%	830.84
10-10-5112 457(b) Reimbursement	800.00	875.00	(75.00)	8,800.00	10,500.00	83.81%	1,700.00
10-10-5114 Benefits Admin Fees	0.00	12.00	(12.00)	79.12	144.00	54.94%	64.88
10-10-5115 Longevity Pay	0.00	25.00	(25.00)	240.00	300.00	80.00%	60.00
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	0.00	7,916.67	(7,916.67)	100,622.00	95,000.00	105.92%	(5,622.00)
10-10-5202 Audit Services	0.00	2,500.00	(2,500.00)	34,500.00	30,000.00	115.00%	(4,500.00)
10-10-5206 Professional Services	0.00	2,166.67	(2,166.67)	21,441.35	26,000.00	82.47%	4,558.65
10-10-5207 Building Inspector	13,959.00	0.00	13,959.00	13,959.00	0.00	0.00%	(13,959.00)
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)	3,822.68	8,000.00	47.78%	4,177.32
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	0.00	208.33	(208.33)	8,083.43	2,500.00	323.34%	(5,583.43)
10-10-5213 Legal Notices Expense	0.00	583.33	(583.33)	7,025.55	7,000.00	100.37%	(25.55)
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	5,839.75	1,791.67	4,048.08	24,274.81	21,500.00	112.91%	(2,774.81)
10-10-5217 Professional Cleaning Services	600.00	1,416.67	(816.67)	7,380.00	17,000.00	43.41%	9,620.00
10-10-5221 Website Administration	0.00	458.33	(458.33)	4,647.99	5,500.00	84.51%	852.01

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5223 Training & Travel	754.56	750.00	4.56	17,516.19	9,000.00	194.62%	(8,516.19)
10-10-5224 Dues & Subscriptions	0.00	225.00	(225.00)	3,094.80	2,700.00	114.62%	(394.80)
10-10-5225 Seminars & Meetings	2,617.08	250.00	2,367.08	3,891.98	3,000.00	129.73%	(891.98)
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	354.98	1,166.67	(811.69)	5,447.12	14,000.00	38.91%	8,552.88
10-10-5303 Public Education & Training	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5309 Uniforms	0.00	152.67	(152.67)	1,145.35	1,930.00	59.34%	784.65
10-10-5310 Postage	235.25	41.67	193.58	936.95	500.00	187.39%	(436.95)
10-10-5311 Building Repairs &	900.00	1,000.00	(100.00)	21,701.62	12,000.00	180.85%	(9,701.62)
10-10-5312 Recognition,	0.00	166.67	(166.67)	721.99	2,000.00	36.10%	1,278.01
10-10-5314 Computer & Technology	1,966.18	1,250.00	716.18	7,141.18	15,000.00	47.61%	7,858.82
10-10-5315 Computer Software/License	1,900.49	666.67	1,233.82	16,999.71	8,000.00	212.50%	(8,999.71)
10-10-5317 Equipment & Other Rentals	1,404.00	541.67	862.33	3,085.30	6,500.00	47.47%	3,414.70
10-10-5329 Mayor's Special Expense	0.00	125.00	(125.00)	66.70	1,500.00	4.45%	1,433.30
10-10-5330 Miscellaneous	706.75	83.33	623.42	2,097.94	1,000.00	209.79%	(1,097.94)
10-10-5401 Utilities - Electricity	742.65	583.33	159.32	7,797.57	7,000.00	111.39%	(797.57)
10-10-5403 Utilities - Telephone	1,070.79	1,333.33	(262.54)	11,859.01	16,000.00	74.12%	4,140.99
10-10-5404 Mobile Technology Expense	41.84	0.00	41.84	433.29	0.00	0.00%	(433.29)
10-10-5405 Insurance - Liability & Prop	0.00	666.67	(666.67)	13,102.42	8,000.00	163.78%	(5,102.42)
10-10-5406 Insurance - Windstorm	0.00	833.33	(833.33)	7,903.00	10,000.00	79.03%	2,097.00
10-10-5407 Insurance - Vehicles	0.00	83.33	(83.33)	51.00	1,000.00	5.10%	949.00
Administration Totals	54,840.25	55,023.32	(183.07)	596,284.84	660,377.96	90.29%	64,093.12

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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	6,232.00	6,718.40	(486.40)	70,224.00	80,620.80	87.10%	10,396.80
10-15-5106 Social Security/Medicare	472.26	513.96	(41.70)	5,327.25	6,167.49	86.38%	840.24
10-15-5107 TMRS	560.88	604.66	(43.78)	6,852.98	7,255.87	94.45%	402.89
10-15-5108 Health & Life Insurance	565.91	616.67	(50.76)	5,943.37	7,400.00	80.32%	1,456.63
10-15-5109 Worker's Comp	0.00	238.64	(238.64)	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	0.00	12.00	(12.00)	33.30	144.00	23.13%	110.70
10-15-5115 Longevity Pay	0.00	5.00	(5.00)	60.00	60.00	100.00%	0.00
10-15-5223 Training & Travel	74.57	166.67	(92.10)	574.57	2,000.00	28.73%	1,425.43
10-15-5224 Dues & Subscriptions	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-15-5301 Office Supplies	314.34	83.33	231.01	1,138.35	1,000.00	113.84%	(138.35)
10-15-5309 Uniforms	16.98	14.00	2.98	16.98	70.00	24.26%	53.02
10-15-5310 Postage	30.21	16.67	13.54	435.98	200.00	217.99%	(235.98)
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	0.00	1,666.67	(1,666.67)	27,622.00	20,000.00	138.11%	(7,622.00)
Finance Totals	8,267.15	10,719.34	(2,452.19)	118,449.67	128,533.81	92.15%	10,084.14

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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	52,236.20	62,577.08	(10,340.88)	536,774.27	750,925.02	71.48%	214,150.75
10-20-5104 Salaries - Overtime	544.59	1,041.67	(497.08)	21,221.38	12,500.00	169.77%	(8,721.38)
10-20-5106 Social Security/Medicare	4,129.22	4,787.15	(657.93)	43,454.54	57,445.76	75.64%	13,991.22
10-20-5107 TMRS	4,947.56	5,631.94	(684.38)	56,081.93	67,583.25	82.98%	11,501.32
10-20-5108 Health & Life Insurance	6,163.42	8,325.00	(2,161.58)	62,783.80	99,900.00	62.85%	37,116.20
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	2.91	294.00	(291.09)	465.24	3,528.00	13.19%	3,062.76
10-20-5114 Benefits Admin Fees	0.00	84.00	(84.00)	235.44	1,008.00	23.36%	772.56
10-20-5115 Longevity Pay	0.00	70.00	(70.00)	720.00	840.00	85.71%	120.00
10-20-5117 Certificate Pay	2,192.28	1,340.62	851.66	20,111.50	16,087.50	125.01%	(4,024.00)
10-20-5206 Professional Services	4.64	583.33	(578.69)	7,016.56	7,000.00	100.24%	(16.56)
10-20-5222 Investigations	0.00	250.00	(250.00)	1,152.78	3,000.00	38.43%	1,847.22
10-20-5223 Training & Travel	535.00	416.67	118.33	4,771.67	5,000.00	95.43%	228.33
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	0.00	125.00	(125.00)	1,435.00	1,500.00	95.67%	65.00
10-20-5301 Office Supplies	20.34	250.00	(229.66)	2,274.87	3,000.00	75.83%	725.13
10-20-5309 Uniforms	410.22	666.67	(256.45)	7,414.05	8,000.00	92.68%	585.95
10-20-5310 Postage	0.00	8.33	(8.33)	276.18	100.00	276.18%	(176.18)
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	4,219.34	2,500.00	1,719.34	35,751.64	30,000.00	119.17%	(5,751.64)
10-20-5314 Computer & Technology	6,839.22	1,666.67	5,172.55	25,490.11	20,000.00	127.45%	(5,490.11)
10-20-5319 Vehicle Repairs & Maintenance	1,802.75	833.33	969.42	18,721.55	10,000.00	187.22%	(8,721.55)
10-20-5328 Small Tools & Minor	1,500.44	583.33	917.11	4,433.82	7,000.00	63.34%	2,566.18
10-20-5330 Miscellaneous	162.42	166.67	(4.25)	1,605.94	2,000.00	80.30%	394.06
10-20-5404 Mobile Technology Expense	461.04	500.00	(38.96)	6,629.37	6,000.00	110.49%	(629.37)

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10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5405 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	86,171.59	101,438.21	(15,266.62)	898,133.05	1,217,258.60	73.78%	319,125.55

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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	3,446.40	3,714.58	(268.18)	38,827.24	44,575.02	87.11%	5,747.78
10-21-5104 Salaries - Overtime	193.86	83.33	110.53	887.30	1,000.00	88.73%	112.70
10-21-5106 Social Security/Medicare	271.46	284.17	(12.71)	2,965.66	3,409.99	86.97%	444.33
10-21-5107 TMRS	327.63	334.31	(6.68)	3,890.11	4,011.75	96.97%	121.64
10-21-5108 Health & Life Insurance	576.89	616.67	(39.78)	5,801.97	7,400.00	78.41%	1,598.03
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	0.00	6.00	(6.00)	33.30	72.00	46.25%	38.70
10-21-5115 Longevity Pay	0.00	5.00	(5.00)	60.00	60.00	100.00%	0.00
10-21-5223 Training & Travel	0.00	125.00	(125.00)	1,415.33	1,500.00	94.36%	84.67
10-21-5224 Dues & Subscriptions	0.00	25.00	(25.00)	141.95	300.00	47.32%	158.05
10-21-5229 Contractual Services	105.00	208.33	(103.33)	858.79	2,500.00	34.35%	1,641.21
10-21-5301 Office Supplies	279.00	16.67	262.33	602.39	200.00	301.20%	(402.39)
10-21-5309 Uniforms	0.00	41.67	(41.67)	653.44	500.00	130.69%	(153.44)
10-21-5310 Postage	3.42	16.67	(13.25)	33.63	200.00	16.82%	166.37
10-21-5313 Fuel Expense	438.84	83.33	355.51	2,594.95	1,000.00	259.50%	(1,594.95)
10-21-5319 Vehicle Repairs & Maintenance	28.49	83.33	(54.84)	185.15	1,000.00	18.52%	814.85
10-21-5328 Small Tools & Minor	140.77	25.00	115.77	479.75	300.00	159.92%	(179.75)
10-21-5404 Mobile Technology Expense	101.84	0.00	101.84	953.83	0.00	0.00%	(953.83)
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	5,913.60	6,488.66	(575.06)	62,621.04	77,864.06	80.42%	15,243.02

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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
10-22-5214 Advertising/Printing Expense	0.00	166.67	(166.67)	670.00	2,000.00	33.50%	1,330.00
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	800.00	83.33	716.67	800.00	1,000.00	80.00%	200.00
Emergency Management Totals	800.00	916.67	(116.67)	1,470.00	11,000.00	13.36%	9,530.00

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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	7,307.20	7,805.72	(498.52)	82,169.18	93,668.64	87.72%	11,499.46
10-25-5104 Salaries - Overtime	0.00	166.67	(166.67)	598.11	2,000.00	29.91%	1,401.89
10-25-5106 Social Security/Medicare	556.78	597.14	(40.36)	6,281.99	7,165.65	87.67%	883.66
10-25-5107 TMRS	670.10	702.52	(32.42)	8,185.70	8,430.18	97.10%	244.48
10-25-5108 Health & Life Insurance	1,148.41	1,233.33	(84.92)	11,519.53	14,800.00	77.83%	3,280.47
10-25-5109 Worker's Comp	0.00	277.26	(277.26)	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	0.00	12.00	(12.00)	66.60	144.00	46.25%	77.40
10-25-5115 Longevity Pay	0.00	5.00	(5.00)	60.00	60.00	100.00%	0.00
10-25-5117 Certificate Pay	138.46	100.00	38.46	1,130.69	1,200.00	94.22%	69.31
10-25-5203 Attorney/Prosecutor Fees	0.00	4,166.67	(4,166.67)	40,612.50	50,000.00	81.23%	9,387.50
10-25-5209 Judge Fees	1,356.25	1,666.67	(310.42)	15,137.50	20,000.00	75.69%	4,862.50
10-25-5220 Interpreter Services	0.00	125.00	(125.00)	432.59	1,500.00	28.84%	1,067.41
10-25-5223 Training & Travel	278.77	83.33	195.44	1,190.52	1,000.00	119.05%	(190.52)
10-25-5301 Office Supplies	139.24	250.00	(110.76)	2,311.01	3,000.00	77.03%	688.99
10-25-5308 Jury Trial Expense	0.00	125.00	(125.00)	718.68	1,500.00	47.91%	781.32
10-25-5309 Uniforms	49.94	41.67	8.27	230.38	500.00	46.08%	269.62
10-25-5310 Postage	68.28	41.67	26.61	311.66	500.00	62.33%	188.34
10-25-5314 Computer & Technology	1,002.00	0.00	1,002.00	1,002.00	0.00	0.00%	(1,002.00)
10-25-5315 Computer Software/License	0.00	566.67	(566.67)	6,744.00	6,800.00	99.18%	56.00
Municipal Court Totals	12,715.43	18,008.32	(5,292.89)	178,969.39	216,099.58	82.82%	37,130.19

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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	4,707.20	5,074.16	(366.96)	53,238.90	60,889.92	87.43%	7,651.02
10-30-5104 Salaries - Overtime	110.33	333.33	(223.00)	3,403.68	4,000.00	85.09%	596.32
10-30-5106 Social Security/Medicare	364.05	388.17	(24.12)	4,288.28	4,658.08	92.06%	369.80
10-30-5107 TMRS	433.58	456.67	(23.09)	5,547.69	5,480.09	101.23%	(67.60)
10-30-5108 Health & Life Insurance	565.91	616.67	(50.76)	5,661.45	7,400.00	76.51%	1,738.55
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	9,100.00	5,416.67	3,683.33	49,479.86	65,000.00	76.12%	15,520.14
10-30-5301 Office Supplies	4.87	416.67	(411.80)	1,937.16	5,000.00	38.74%	3,062.84
10-30-5309 Uniforms	0.00	83.33	(83.33)	593.18	1,000.00	59.32%	406.82
10-30-5313 Fuel Expense	364.95	333.33	31.62	3,608.04	4,000.00	90.20%	391.96
10-30-5317 Equipment & Other Rentals	0.00	1,250.00	(1,250.00)	2,422.60	15,000.00	16.15%	12,577.40
10-30-5319 Vehicle Repairs & Maintenance	16.00	250.00	(234.00)	665.27	3,000.00	22.18%	2,334.73
10-30-5321 Public Works Maintenance	0.00	1,666.67	(1,666.67)	18,850.26	20,000.00	94.25%	1,149.74
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)	1,099.00	8,000.00	13.74%	6,901.00
10-30-5331 Signs & Postings	438.11	666.67	(228.56)	3,775.89	8,000.00	47.20%	4,224.11
10-30-5404 Mobile Technology Expense	41.84	0.00	41.84	433.29	0.00	0.00%	(433.29)
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
Public Works Totals	16,146.84	49,831.23	(33,684.39)	168,180.30	576,974.90	29.15%	408,794.60

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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
10-32-5229 Contractual Services	0.00	2,750.00	(2,750.00)	64,650.00	33,000.00	195.91%	(31,650.00)
10-32-5301 Office Supplies	0.00	208.33	(208.33)	1,029.68	2,500.00	41.19%	1,470.32
10-32-5309 Uniforms	0.00	83.33	(83.33)	288.00	1,000.00	28.80%	712.00
10-32-5323 Park Improvements	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
10-32-5324 Park Maintenance	45.61	5,833.33	(5,787.72)	46,029.31	70,000.00	65.76%	23,970.69
10-32-5331 Signs & Postings	349.00	41.67	307.33	606.50	500.00	121.30%	(106.50)
Parks & Recreation Totals	394.61	11,833.33	(11,438.72)	112,603.49	142,000.00	79.30%	29,396.51

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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	3,288.07	3,624.40	(336.33)	38,287.57	43,492.80	88.03%	5,205.23
10-35-5104 Salaries - Overtime	141.80	125.00	16.80	683.68	1,500.00	45.58%	816.32
10-35-5106 Social Security/Medicare	257.90	277.27	(19.37)	2,945.70	3,327.20	88.53%	381.50
10-35-5107 TMRS	308.69	326.20	(17.51)	3,815.96	3,914.35	97.49%	98.39
10-35-5108 Health & Life Insurance	565.91	616.67	(50.76)	5,703.98	7,400.00	77.08%	1,696.02
10-35-5109 Worker's Comp	0.00	128.74	(128.74)	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	0.00	6.00	(6.00)	35.64	72.00	49.50%	36.36
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	0.00	(42,166.67)	42,166.67	33,790.18	75,000.00	45.05%	41,209.82
10-35-5232 Early Plat - Admin Fee	0.00	0.00	0.00	52,179.02	0.00	0.00%	(52,179.02)
10-35-5233 Eng Svc: Permits/Inspections	0.00	40,000.00	(40,000.00)	275,579.78	200,000.00	137.79%	(75,579.78)
10-35-5234 Eng Svc: Plan Review	0.00	19,000.00	(19,000.00)	92,221.89	95,000.00	97.08%	2,778.11
10-35-5235 Eng Svc: Platting	0.00	24,000.00	(24,000.00)	60,552.00	120,000.00	50.46%	59,448.00
10-35-5301 Office Supplies	27.74	83.33	(55.59)	718.39	1,000.00	71.84%	281.61
10-35-5309 Uniforms	128.00	41.67	86.33	191.92	500.00	38.38%	308.08
10-35-5314 Computer & Technology	558.00	0.00	558.00	558.00	0.00	0.00%	(558.00)
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	24,737.61	194,666.67	(169,929.06)	2,106,468.66	2,336,000.00	90.17%	229,531.34
Community Development Totals	30,013.72	246,145.28	(216,131.56)	2,699,078.88	2,953,743.21	91.38%	254,664.33

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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)	77,170.31	88,980.72	86.73%	11,810.41
10-36-5106 Social Security/Medicare	471.44	567.25	(95.81)	5,474.75	6,807.03	80.43%	1,332.28
10-36-5107 TMRS	603.94	667.36	(63.42)	7,532.73	8,008.26	94.06%	475.53
10-36-5108 Health & Life Insurance	748.53	616.67	131.86	7,412.18	7,400.00	100.16%	(12.18)
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	25,515.00	25,000.00	515.00	292,870.00	300,000.00	97.62%	7,130.00
10-36-5223 Training & Travel	0.00	333.33	(333.33)	2,647.15	4,000.00	66.18%	1,352.85
10-36-5224 Dues & Subscriptions	154.00	333.33	(179.33)	2,991.82	4,000.00	74.80%	1,008.18
10-36-5301 Office Supplies	27.75	41.67	(13.92)	916.80	500.00	183.36%	(416.80)
10-36-5303 Public Education & Training	0.00	250.00	(250.00)	2,122.50	3,000.00	70.75%	877.50
10-36-5307 Investigation Supplies	1,500.00	83.33	1,416.67	1,515.50	1,000.00	151.55%	(515.50)
10-36-5309 Uniforms	148.72	83.33	65.39	748.68	1,000.00	74.87%	251.32
10-36-5310 Postage	0.00	16.67	(16.67)	0.00	200.00	0.00%	200.00
10-36-5313 Fuel Expense	438.84	166.67	272.17	2,831.19	2,000.00	141.56%	(831.19)
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	367.09	166.67	200.42	1,248.12	2,000.00	62.41%	751.88
10-36-5404 Mobile Technology Expense	71.84	0.00	71.84	753.49	0.00	0.00%	(753.49)
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	36,757.61	36,823.38	(65.77)	409,699.56	441,880.61	92.72%	32,181.05

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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
10-90-5620 Building Purchase,	118,338.60	31,666.67	86,671.93	907,386.68	380,000.00	238.79%	(527,386.68)
Capital and Planning Projects Totals	118,338.60	31,666.67	86,671.93	907,386.68	380,000.00	238.79%	(527,386.68)
Expense Totals	370,359.40	568,894.41	(198,535.01)	6,152,876.90	6,805,732.73	90.41%	652,855.83

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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	0.00	0.00	0.00	194,795.65	0.00	0.00%	(194,795.65)
Revenue Totals	0.00	0.00	0.00	194,795.65	0.00	0.00%	(194,795.65)
Expense Summary							
Personnel Services	0.00	416.67	(416.67)	2,426.94	5,000.00	48.54%	2,573.06
Professional/Contract Services	0.00	1,250.00	(1,250.00)	5,614.40	15,000.00	37.43%	9,385.60
Materials & Supplies	4,262.49	1,666.67	2,595.82	11,937.95	20,000.00	59.69%	8,062.05
Capital Outlay	34,722.00	11,666.67	23,055.33	129,103.80	140,000.00	92.22%	10,896.20
Expense Totals	38,984.49	15,000.01	23,984.48	149,083.09	180,000.00	82.82%	30,916.91

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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	0.00	0.00	0.00	194,795.65	0.00	0.00%	(194,795.65)
Sales Tax Totals	0.00	0.00	0.00	194,795.65	0.00	0.00%	(194,795.65)
Revenue Totals	0.00	0.00	0.00	194,795.65	0.00	0.00%	(194,795.65)

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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	34,722.00	11,666.67	23,055.33	129,103.80	140,000.00	92.22%	10,896.20
Materials & Supplies	4,262.49	1,666.67	2,595.82	11,937.95	20,000.00	59.69%	8,062.05
Personnel Services	0.00	416.67	(416.67)	2,426.94	5,000.00	48.54%	2,573.06
Professional/Contract Services	0.00	1,250.00	(1,250.00)	5,614.40	15,000.00	37.43%	9,385.60
Police Totals	<u>38,984.49</u>	<u>15,000.01</u>	<u>23,984.48</u>	<u>149,083.09</u>	<u>180,000.00</u>	<u>82.82%</u>	<u>30,916.91</u>
Expense Total	<u>38,984.49</u>	<u>15,000.01</u>	<u>23,984.48</u>	<u>149,083.09</u>	<u>180,000.00</u>	<u>82.82%</u>	<u>30,916.91</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	0.00	416.67	(416.67)	2,426.94	5,000.00	48.54%	2,573.06
20-20-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5222 Investigations	0.00	416.67	(416.67)	1,416.00	5,000.00	28.32%	3,584.00
20-20-5223 Training & Travel	0.00	833.33	(833.33)	4,198.40	10,000.00	41.98%	5,801.60
20-20-5301 Office Supplies	0.00	500.00	(500.00)	5,537.60	6,000.00	92.29%	462.40
20-20-5314 Computer & Technology	262.49	416.67	(154.18)	1,856.99	5,000.00	37.14%	3,143.01
20-20-5317 Equipment & Other Rentals	4,000.00	333.33	3,666.67	4,000.00	4,000.00	100.00%	0.00
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	34,722.00	11,666.67	23,055.33	129,103.80	140,000.00	92.22%	10,896.20
Police Totals	38,984.49	15,000.01	23,984.48	149,083.09	180,000.00	82.82%	30,916.91
Expense Totals	38,984.49	15,000.01	23,984.48	149,083.09	180,000.00	82.82%	30,916.91

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

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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	0.00	8,250.00	(8,250.00)	108,470.00	99,000.00	109.57%	(9,470.00)
Administration Totals	0.00	8,250.00	(8,250.00)	108,470.00	99,000.00	109.57%	(9,470.00)
Expense Total	0.00	8,250.00	(8,250.00)	108,470.00	99,000.00	109.57%	(9,470.00)

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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
30-10-5501 Debt Principal	0.00	6,250.00	(6,250.00)	75,000.00	75,000.00	100.00%	0.00
30-10-5510 Bond Issuance Cost	0.00	0.00	0.00	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
Administration Totals	0.00	8,250.00	(8,250.00)	108,470.00	99,000.00	109.57%	(9,470.00)
Expense Totals	0.00	8,250.00	(8,250.00)	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							
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	0.00	0.00	0.00	68,378.38	0.00	0.00%	(68,378.38)
Capital Outlay	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
Expense Totals	0.00	2,916.67	(2,916.67)	68,378.38	35,000.00	195.37%	(33,378.38)

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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
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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Financial Statement
As of August 31, 2022

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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	0.00	0.00	0.00	68,378.38	0.00	0.00%	(68,378.38)
Administration Totals	0.00	2,916.67	(2,916.67)	68,378.38	35,000.00	195.37%	(33,378.38)
Expense Total	0.00	2,916.67	(2,916.67)	68,378.38	35,000.00	195.37%	(33,378.38)

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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	0.00	0.00	0.00	68,378.38	0.00	0.00%	(68,378.38)
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	0.00	2,916.67	(2,916.67)	68,378.38	35,000.00	195.37%	(33,378.38)
Expense Totals	0.00	2,916.67	(2,916.67)	68,378.38	35,000.00	195.37%	(33,378.38)

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As of August 31, 2022

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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							
Materials & Supplies	0.00	0.00	0.00	11,130.00	0.00	0.00%	(11,130.00)
Expense Totals	0.00	0.00	0.00	11,130.00	0.00	0.00%	(11,130.00)

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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	11,130.00	0.00	0.00%	(11,130.00)
State & Federal Grants Totals	0.00	0.00	0.00	11,130.00	0.00	0.00%	(11,130.00)
Expense Total	0.00	0.00	0.00	11,130.00	0.00	0.00%	(11,130.00)

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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
36-20-5309 RR Body Armor - Uniforms	0.00	0.00	0.00	11,130.00	0.00	0.00%	(11,130.00)
State & Federal Grants Totals	0.00	0.00	0.00	11,130.00	0.00	0.00%	(11,130.00)
Expense Totals	0.00	0.00	0.00	11,130.00	0.00	0.00%	(11,130.00)

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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	652.00	208.33	443.67	6,902.19	2,500.00	276.09%	(4,402.19)
Revenue Totals	652.00	208.33	443.67	6,902.19	2,500.00	276.09%	(4,402.19)
Expense Summary							
Materials & Supplies	0.00	0.00	0.00	6,750.96	0.00	0.00%	(6,750.96)
Expense Totals	0.00	0.00	0.00	6,750.96	0.00	0.00%	(6,750.96)

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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	652.00	208.33	443.67	6,902.19	2,500.00	276.09%	(4,402.19)
Fines & Forfeitures Totals	652.00	208.33	443.67	6,902.19	2,500.00	276.09%	(4,402.19)
Revenue Totals	652.00	208.33	443.67	6,902.19	2,500.00	276.09%	(4,402.19)

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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	6,750.96	0.00	0.00%	(6,750.96)
Municipal Court Totals	0.00	0.00	0.00	6,750.96	0.00	0.00%	(6,750.96)
Expense Total	0.00	0.00	0.00	6,750.96	0.00	0.00%	(6,750.96)

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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	6,750.96	0.00	0.00%	(6,750.96)
Municipal Court Totals	0.00	0.00	0.00	6,750.96	0.00	0.00%	(6,750.96)
Expense Totals	0.00	0.00	0.00	6,750.96	0.00	0.00%	(6,750.96)

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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	798.70	208.33	590.37	8,403.21	2,500.00	336.13%	(5,903.21)
Revenue Totals	798.70	208.33	590.37	8,403.21	2,500.00	336.13%	(5,903.21)
Expense Summary							
Materials & Supplies	0.00	0.00	0.00	182.50	0.00	0.00%	(182.50)
Expense Totals	0.00	0.00	0.00	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	798.70	208.33	590.37	8,403.21	2,500.00	336.13%	(5,903.21)
Fines & Forfeitures Totals	798.70	208.33	590.37	8,403.21	2,500.00	336.13%	(5,903.21)
Revenue Totals	798.70	208.33	590.37	8,403.21	2,500.00	336.13%	(5,903.21)

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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	0.00	0.00	0.00	182.50	0.00	0.00%	(182.50)
Municipal Court Totals	0.00	0.00	0.00	182.50	0.00	0.00%	(182.50)
Expense Total	0.00	0.00	0.00	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	0.00	0.00	0.00	182.50	0.00	0.00%	(182.50)
Municipal Court Totals	0.00	0.00	0.00	182.50	0.00	0.00%	(182.50)
Expense Totals	0.00	0.00	0.00	182.50	0.00	0.00%	(182.50)

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

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Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Assets				
	10-1000	Cash / Due From Consolidated Cash	7,898,517.82	
	10-1002	Retainer Account	0.00	
	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	108,803.91	
	10-1007	Veritex - CD 5471	99,787.18	
	10-1008	Veritex - CD 7818	0.00	
	10-1009	Texas First Bank - TWDB	0.00	
	10-1100	Accounts Receivable	10,277.00	
	10-1110	Due from IRS	0.00	
	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	
	10-1302	Due from Retainer Fund	0.00	
	Total Assets		8,379,313.13	
				<u>8,379,313.13</u>

City of Iowa Colony
Balance Sheet
As of August 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	152,528.11	
	10-2001	Accounts Payable at Year End	(286,602.03)	
	10-2101	Due to Other Funds - CCPD	0.00	
	10-2200	Wages Payable	(595.01)	
	10-2201	Employee Dental Insurance	413.24	
	10-2202	Employee Vision Insurance	0.00	
	10-2203	Federal Tax Payable	0.00	
	10-2204	Social Security/Medicare Payable	0.00	
	10-2205	TMRS Payable	4,322.17	
	10-2206	Texas Workforce Commission Payable	(2,605.24)	
	10-2207	Health & Life Insurance Payable	(23,501.51)	
	10-2208	Child Support Payable	(1,256.04)	
	10-2209	457(b) Payable	0.00	
	10-2300	State Fees	40,099.55	
	10-2301	Collections	0.00	
	10-2302	Bond Liability Account	0.00	
	10-2303	Refunds Payable	0.00	
	10-2304	Credit Card Fee	5,816.37	
	10-2305	Deferred Revenues - Fines	12,737.00	
	10-2400	Road Damage Deposit	0.00	
	10-2405	Deferred Inflows-Prop taxes	40,696.00	
	10-2410	Bond 1 - Series 2020	1,186,220.00	
	10-2500	American Rescue Plan Fund	0.00	
	10-2501	Baseball Field Reserve	4,687.50	
	10-2502	Baymark Pipeline LLC	0.00	
	10-2503	Baymark Pipeline LLC: Baymark P - Engr/Inspctn/Legal	0.00	
	10-2504	Cherry Crushed Concrete	0.00	
	10-2505	DR Horton/MUD 87	0.00	
	10-2506	Early Plat - Sierra V W Sec 5	0.01	
	10-2507	Early Plat SVW Crystal V Dr-Ph3	0.00	
	10-2508	Early Plat SVW Sub Sec 4	0.00	
	10-2509	Formosa/Lav Pipeline-TRC	0.00	
	10-2510	M2E3/Enterprise Pipeline	0.00	
	10-2511	Meridiana Escrow	3,575.00	
	10-2512	Old Airline Market-Axis Dev	207.50	

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

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Account Type	Account Number	Description	Balance	Total
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10 - General Fund

Liabilities

10-2513	Sierra Vista - Land Tejas	0.00	
10-2514	Sierra Vista West - Land Tejas	0.00	
10-2515	South Texas NGL Pipeline, LLC	0.00	
10-2516	South Texas NGL Pipeline, LLC: South TX NGL-Engr/Inspct/Legal	0.00	
10-2517	Sterling Lakes - Land Tejas	0.00	
10-2518	Capital Contribution - CR 64	1,731,000.00	
10-2519	Earlt Platting Escrow Sec 12	0.00	
10-2520	Early Plat Escrow - SVW Sec 6	0.00	
10-2522	Property Delq Tax - TIF 100%	(0.30)	
10-2523	Property Tax TIF - 100%	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	51,734.42	
10-2531	Early Plat - Sierra VW Sec 9	89,462.68	
10-2533	Police Training Fund	(4,840.65)	
10-2534	Unearned Revenue (Merid Sec 58)	272,209.51	
10-2535	Unearned Revenue (Merid Sec 57)	0.00	
10-2540	Early Plat - Sierra VW Sec 10	74,158.04	
10-2602	Due to Retainer Fund	(12,500.00)	
10-2603	Due to Crime Prevention	(5,096.99)	
10-2604	Due to CIP (Local)	0.00	
10-2605	Due to State & Federal Grants	0.00	
10-2606	Due to ARPA Fund	791.61	
Total Liabilities		4,013,904.22	

Fund Balance

10-3000	Fund Balance	50,287.12	
10-3001	Fund Balance Committed	0.00	
10-3002	Fund Balance Assigned	0.00	

City of Iowa Colony
Balance Sheet
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Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Fund Balance				
		Total Fund Balance	50,287.12	
		Total Revenue	7,433,141.37	
		Total Expenses	6,152,876.90	
		Current Year Increase (Decrease)	4,315,121.79	
		Fund Balance Total	50,287.12	
		Current Year Increase (Decrease)	4,315,121.79	
		Total Fund Balance/Equity	4,365,408.91	
		Total Liabilities & Fund Balance		8,379,313.13

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

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Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Assets				
	11-1000	Cash / Due From Consolidated Cash	0.00	
	11-1002	Retainer Account	677,671.81	
	11-1301	Due from General Fund	(32,500.00)	
	Total Assets		<u>645,171.81</u>	
				<u><u>645,171.81</u></u>

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

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Account Type	Account Number	Description	Balance	Total
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11 - Retainer Fund

Liabilities

11-2000	Due To Consolidated Cash / Accounts Payable	0.00
11-2010	Accounts Payable	0.00
11-2200	Wages Payable	0.00
11-2400	Road Damage Deposit	475,000.00
11-2502	Baymark Pipeline LLC	0.00
11-2503	Baymark Pipeline LLC: Baymark P - Engr/Inspctn/Legal	0.00
11-2504	Cherry Crushed Concrete	23,200.00
11-2505	DR Horton/MUD 87	(6,878.92)
11-2509	Formosa/Lav Pipeline-TRC	10,826.04
11-2510	M2E3/Enterprise Pipeline	(26,010.74)
11-2513	Sierra Vista - Land Tejas	3,208.10
11-2514	Sierra Vista West - Land Tejas	25,882.65
11-2515	South Texas NGL Pipeline, LLC	0.00
11-2516	South Texas NGL Pipeline, LLC: South TX NGL-Engr/Inspct/Legal	0.00
11-2517	Sterling Lakes - Land Tejas	7,144.09
11-2521	Meritage/Rise- BCMUD 57	(1,747.40)
11-2529	Meridiana PUD Amendment	10,000.00
11-2536	Rally 288 West PUD	(3,607.50)
11-2537	Southern Star PUD	(3,315.00)
11-2538	PUD Hines Investments	4,987.50
11-2539	Sierra Vista West PUD	10,000.00
11-2601	Due to General Fund	0.00
Total Liabilities		528,688.82

Fund Balance

11-3000	Fund Balance	0.00
Total Fund Balance		0.00

City of Iowa Colony
Balance Sheet
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Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
		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				645,171.81

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

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Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention				
District Fund				
Assets				
	20-1000	Cash / Due From Consolidated Cash	27,403.99	
	20-1301	Due from General Fund	(5,096.99)	
	20-1302	Sales Tax Receivable Crime Prevention District	0.00	
	Total Assets		<u>22,307.00</u>	<u>22,307.00</u>

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City of Iowa Colony
Balance Sheet
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Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Liabilities				
	20-2000	Due To Consolidated Cash / Accounts Payable	(55.00)	
	Total Liabilities		(55.00)	
Fund Balance				
	20-3000	Fund Balance	233,635.88	
	Total Fund Balance		233,635.88	
		Total Revenue	194,795.65	
		Total Expenses	149,083.09	
		Current Year Increase (Decrease)	(211,273.88)	
		Fund Balance Total	233,635.88	
		Current Year Increase (Decrease)	(211,273.88)	
		Total Fund Balance/Equity	22,362.00	
	Total Liabilities & Fund Balance			22,307.00

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

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

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Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan				
Fund (Debt Service)				
Liabilities				
	30-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		0.00	
Fund Balance				
	30-3000	Fund Balance	0.00	
	Total Fund Balance		0.00	
		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)

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

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Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan Fund (Local)				
Assets				
	35-1000	Cash / Due From Consolidated Cash	31,621.62	
	35-1101	Grant / Funding Account	0.00	
	35-1301	Due from General Fund	0.00	
	Total Assets		<u>31,621.62</u>	
				<u><u>31,621.62</u></u>

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City of Iowa Colony
Balance Sheet
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Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan				
Fund (Local)				
Liabilities				
	35-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	35-2411	TWDB Unearned Revenue	0.00	
	35-2526	Public Safety Building Reserve	0.00	
	35-2532	Road Works Fund	0.00	
	Total Liabilities		0.00	
Fund Balance				
	35-3000	Fund Balance	0.00	
	Total Fund Balance		0.00	
	Total Revenue		100,000.00	
	Total Expenses		68,378.38	
	Current Year Increase (Decrease)		31,621.62	
	Fund Balance Total		0.00	
	Current Year Increase (Decrease)		31,621.62	
	Total Fund Balance/Equity		31,621.62	
	Total Liabilities & Fund Balance			31,621.62

City of Iowa Colony
Balance Sheet
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Account Type	Account Number	Description	Balance	Total
36 - State & Federal Grants				
Assets				
	36-1000	Cash / Due From Consolidated Cash	(9,987.34)	
	36-1301	Due from General Fund	0.00	
	Total Assets		<u>(9,987.34)</u>	<u>(9,987.34)</u>

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City of Iowa Colony
Balance Sheet
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Account Type	Account Number	Description	Balance	Total
36 - State & Federal Grants				
Liabilities				
	36-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	36-2200	Wages Payable	0.00	
	Total Liabilities		0.00	
Fund Balance				
	36-3000	Fund Balance	0.00	
	Total Fund Balance		0.00	
		Total Revenue	1,142.66	
		Total Expenses	11,130.00	
		Current Year Increase (Decrease)	(9,987.34)	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	(9,987.34)	
		Total Fund Balance/Equity	(9,987.34)	
	Total Liabilities & Fund Balance			(9,987.34)

City of Iowa Colony
Balance Sheet
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Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Assets				
	40-1000	Cash / Due From Consolidated Cash	228.19	
	Total Assets		228.19	
				228.19

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Balance Sheet
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Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Liabilities				
	40-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		0.00	
Fund Balance				
	40-3000	Fund Balance	22,258.51	
	Total Fund Balance		22,258.51	
		Total Revenue	6,902.19	
		Total Expenses	6,750.96	
		Current Year Increase (Decrease)	(22,030.32)	
		Fund Balance Total	22,258.51	
		Current Year Increase (Decrease)	(22,030.32)	
		Total Fund Balance/Equity	228.19	
	Total Liabilities & Fund Balance			228.19

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

9/16/2022 10:24 AM

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Assets				
	41-1000	Cash / Due From Consolidated Cash	8,314.98	
	Total Assets		8,314.98	
				8,314.98

Copy

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

9/16/2022 10:24 AM

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Liabilities				
	41-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		0.00	
Fund Balance				
	41-3000	Fund Balance	22,844.91	
	Total Fund Balance		22,844.91	
		Total Revenue	8,403.21	
		Total Expenses	182.50	
		Current Year Increase (Decrease)	(14,529.93)	
		Fund Balance Total	22,844.91	
		Current Year Increase (Decrease)	(14,529.93)	
		Total Fund Balance/Equity	8,314.98	
	Total Liabilities & Fund Balance			8,314.98

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

9/16/2022 10:24 AM

Account Type	Account Number	Description	Balance	Total
45 - American Rescue Plan Act (ARPA) Fund				
Assets				
	45-1000	Cash / Due From Consolidated Cash	0.00	
	45-1101	Grant / Funding Account	0.00	
	45-1301	Due from General Fund	791.61	
	Total Assets		791.61	
				791.61

Copy

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

9/16/2022 10:24 AM

Account Type	Account Number	Description	Balance	Total
45 - American Rescue Plan Act (ARPA) Fund				
Liabilities				
	45-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	45-2200	Wages Payable	0.00	
	45-2411	Coronavirus Unearned Revenue	0.00	
	45-2606	Due to ARPA Fund	0.00	
	Total Liabilities		0.00	
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

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

9/16/2022 10:24 AM

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Assets				
	50-1000	Cash / Due From Consolidated Cash	0.00	
	Total Assets		0.00	
				0.00

Copy

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

9/16/2022 10:24 AM

Account Type	Account Number	Description	Balance	Total
50 - Vehicle Replacement Fund				
Liabilities				
	50-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		0.00	
Fund Balance				
	50-3000	Fund Balance	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

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

9/16/2022 10:24 AM

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Assets				
	99-1000	Cash	981,514.54	
	99-1210	Due From General Fund	152,473.11	
	99-1220	Due From Crime Prevention District Fund	0.00	
	99-1230	Due From Debt Service Fund	0.00	
	99-1235	Due From Capital Improvement Projects Fund	0.00	
	99-1240	Due From Court Technology fund	0.00	
	99-1241	Due From Court Security Fund	0.00	
	99-1245	Due From American Rescue Plan Act (ARPA) Fund	0.00	
	99-1250	Due From Vehicle Replacement Fund	0.00	
	Total Assets		<u>1,133,987.65</u>	<u>1,133,987.65</u>

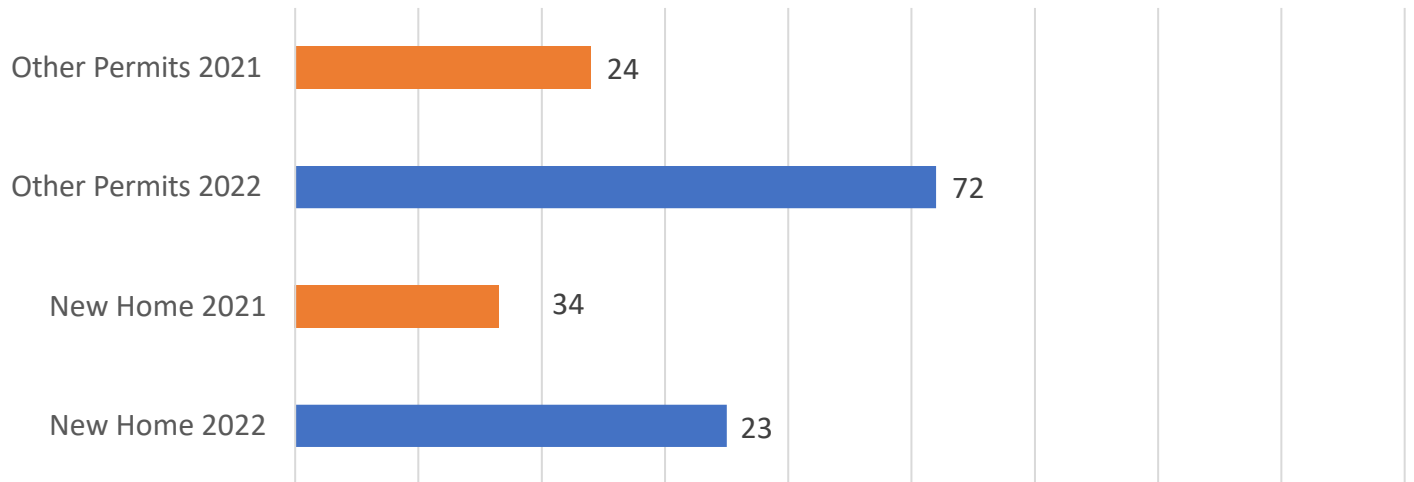
Copy

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

9/16/2022 10:24 AM

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Liabilities				
	99-2000	Accounts Payable	152,473.11	
	99-2110	Due To General Fund	0.00	
	99-2120	Due To Crime Prevention District Fund	0.00	
	99-2130	Due To Debt Service Fund	0.00	
	99-2135	Due To Capital Improvement Projects Fund	0.00	
	99-2140	Due To Court Technology fund	0.00	
	99-2141	Due To Court Security Fund	0.00	
	99-2145	Due To American Rescue Plan Act (ARPA) Fund	0.00	
	99-2150	Due To Vehicle Replacement Fund	0.00	
	99-2200	Wages Payable	0.00	
	99-2999	Due To Other Funds	981,514.54	
	Total Liabilities		1,133,987.65	
	Total Revenue		0.00	
	Total Expenses		0.00	
	Current Year Increase (Decrease)		0.00	
	Fund Balance Total		0.00	
	Current Year Increase (Decrease)		0.00	
	Total Fund Balance/Equity		0.00	
	Total Liabilities & Fund Balance			1,133,987.65

Permits Issued - August



PERMIT FEES





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

MONTHLY REPORT- August 2022

September 15, 2022

Mayor and Council,

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

Building Department

Inspections Conducted by BBG-

Building Inspections-	338
Plumbing Inspections -	354
Mechanical Inspections-	153
Electrical Inspections-	289
Total-	1134

Inspections Conducted by City Inspector

Building-	141
City Ordinance Violations-	30
Animal Control Violations-	33
Total-	204

August 2021 City Paid Out to Contract Inspectors:

Inspections- \$47,950.00 Plan Review- \$0.00 Took over by City **Total- \$47,950.00**

July fees paid for Inspection services to BBG Consulting, Inc.:

July 2022, Total Inspections **1134**

Total paid to BBG \$25,515.00

Building Department: A total of 38 Plan reviews for construction were conducted.

26- New Residential	6- Electrical	2-Residential Remodel
2- Building	1- Swimming Pools	1- New Addition

Fire Marshals Report:

- On Friday August 12, 2002, I assisted Alvin Fire Marshal and Brazoria County Fire Marshal's Office investigate a large warehouse fire they had in City of Alvin.

Thanks,

Albert Cantu, Fire Marshal/Building Official

MEMORANDIUM

Date: September 19, 2022
To: Mayor Michael Byrum-Bratsen
City Council Members
From: Dinh V. Ho, P.E.
RE: COIC Council Meeting – September 2022 Engineer's Report
cc: Robert Hemminger, Kayleen Rosser

The following is a status report of various engineering items:

1. TxDOT Overpasses:
 - City Staff met with TxDOT and Granite Construction. They are expecting to start setting up field office and traffic planning in the next couple of month.
2. ROADWAY REPAIRS
 - 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. DRAFT Report sent to TWDB on 8/31/2022.
 - ii. Expected to receive comments within 45 days.
 - AMES ROAD BRIDGE
 - i. Box culverts has been installed. Contractor working on the road and slope paving.
 - ii. Expected completion by 9/30/2022.
4. Capital Improvement Projects
 - 2021 Waterline Extension
 - i. Construction Documents plans is 95% complete. We are still awaiting pipeline locates prior to finalizing the plan. Currently working on Bid Book.
5. CONSTRUCTION PROJECT STATUS:
 - A. *MERIDIANA SUBDIVISION – RISE COMMUNITIES*
 - Active construction projects
 - WFCB Detention Basin O and P and Earthwork – awaiting punch list items to be completed.
 - Pursley Blvd. Ph 6 – 85% complete.
 - Meridiana 56 – 85% complete.
 - MER 37A – Permit Pulled.
 - MER 37B – Permit Pulled.
 - B. *STERLING LAKES – LAND TEJAS*
 - Active construction projects.
 - BCMUD 31 WWTP Expansion Ph IV – 99% complete. Awaiting punch list items to be addressed. Awaiting final closeout documents.
 - C. *SIERRA VISTA - LAND TEJAS*
 - Active construction projects

- Meridiana Parkway Traffic Signal
 - Control box for Karsten Blvd and Meridiana Pkwy intersection to be relocated.
 - Final walkthrough.. awaiting to complete punch lists

D. SIERRA VISTA WEST - LAND TEJAS

- Active construction projects:
 - Sierra Vista West Mass Grading and Detention Phase II – Awaiting final walk.
 - BCMUD 53 Lift Station No. 2 – 85% 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 – 95% complete
 - Sierra Vista West Section 10 – Underground 90% complete. Paving 90%.
 - Davenport Pkwy Ph 1 – 75% underground, 35% Paving complete.

E. STERLING LAKES NORTH

- Active construction projects:
 - Sterling Lakes North Detention Basin – 90% complete.
 - Sterling Lakes North Sec 1 – 20% of underground complete.

F. OTHER CONSTRUCTION PROJECTS

- AISD H.S. No. 4 – 100% of civil complete internally. Awaiting final walkthrough.
- Davenport/Discovery Drive: Working on Final punch list.
- 3321 MER Pkwy 7 Eleven Store: Final walk this week.
- Nichols Mock Elementary School – Utilities complete. Interior paving 85% complete.
- Sierra Vista Plaza – 65% of utilities complete.
- Iowa Colony WSD No. 3 Fire and EMS – 90% utilities complete.
- Riverstone Montessori – 2820 Mer Pkwy – Just started construction.
- Meridiana – Balcara – 80% utilities complete.

6. OTHER ITEMS:

A. N/A

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF IOWA COLONY, TEXAS,
BEAZER HOMES TEXAS, L.P., AND
RALLY 288 WEST, LLC

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into as of August _____, 2022, by THE CITY OF IOWA COLONY, TEXAS (the "City"), a general law municipality in Brazoria County, Texas, acting by and through its governing body the City Council of Iowa Colony, Texas; BEAZER HOMES TEXAS, L.P., a Delaware limited partnership ("Beazer"); and RALLY 288 WEST, LLC, a Texas limited liability company ("Rally") (Beazer and Rally are referred to herein individually as "Developer" and collectively as "Developers").

RECITALS

Beazer is under contract to purchase approximately 233.54 acres of land in Brazoria County, Texas, described by metes and bounds in **Exhibit A** attached hereto ("Tract 1"), and desires to develop a quality master planned community including single-family, institutional, and recreational uses within Tract 1. Rally owns two tracts totaling approximately 25.895 acres of land in Brazoria County, Texas, described by metes and bounds in **Exhibit A-1** attached hereto (collectively, "Tract 2"), and desires to develop this land for commercial uses. Tract 1 and Tract 2 are collectively referred to herein as the "Property."

Development of the Property requires an agreement providing for long-term foreseeability in regulatory requirements and development standards by the City regarding the Property and anticipated sales tax revenue to the City.

The City and Developer agree that the development of the Property can best proceed pursuant to a single development agreement.

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property.

The City and Developer have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and Developer agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

“Bonds” means the District’s bonds, notes, or other evidence of indebtedness issued from time to time for the purpose of purchasing, constructing, acquiring, operating, repairing, improving, or extending the Facilities, and for such other purposes permitted or provided by state law, whether payable from ad valorem taxes, the proceeds of one or more future bond issues, or otherwise, and including any bonds, notes, or similar obligations issued to refund such bonds.

“City” means the City of Iowa Colony, Texas.

“City Building Codes” means all city building codes of any type, including but not limited to residential, non-residential, mechanical, HVAC, electrical, plumbing, fuel, gas, energy conservation, fire, and property maintenance, and any other building codes of any nature, whether similar or dissimilar to the foregoing Ordinance No. 2014-20, including any existing or future amendments thereto.

“City Council” means the City Council of the City or any successor governing body.

“City Development Ordinances” means each of the following ordinances of the City of Iowa Colony and any past or present amendments as well as all regulations adopted at the time of this writing pursuant to the following:

- Subdivision Ordinance, No. 2019-14, 2018-12, 2018-30, 2018-04, 2015-09, 2006-06, 2002-10, and 2002-06;
- Design Criteria Manual, Ordinance No. 2020-02, 2018-20, 2017-13; 2002-08;
- Zoning Ordinance, No. 2021-12, 2021-06, 2020-41, 2019-14, 2012-07, 2012-06;
- Unified Development Code, Ordinance No. 2017-25, 2017-22, No. 2017-21 and 2017-08;
- Major Thoroughfare Plan, Ordinance No. 2017-26;
- Flood Damage Prevention Ordinance, No. 2020-26, 2016-06;
- Drainage, Dirt Work, and Fill Dirt Ordinance, No. 2016-07;
- Right-of-Way Ordinance No. 2016-15;
- Culvert Ordinance, No. 2012-13;
- Overweight Vehicle Ordinance No. 2019-08, 2017-24;

- Pipeline Ordinance, No. 2016-14, 2014-10 and 2011-04;
- Drilling Ordinance, No. 88-01;
- Sign Ordinance, No. 2016-19;
- Ordinance Adopting Fee Schedules, No. 2021-17, 2021-04, 2019-40, 2019-28, 2018-21, 2018-09, 2017-20;
- Fire Code Ordinance: No. 2021-03, 2020-04;
- Building Codes: No. 2019-40, 2021-11; and
- Impact Fee Ordinance: No. 2022-03.

“Comprehensive Plan” means the City Comprehensive Plan adopted June 15, 2020.

“County” means Brazoria County, Texas.

“Designated Mortgagee” means, whether one or more, any mortgagee or security interest holder that has been designated to have certain rights pursuant to Article V hereof.

“Developer” means Beazer Texas Homes, L.P. or Rally 288 West, LLC, and any successor or assign to the extent such successor or assign engages in development activities within the Property, except as limited by Section 8.04 herein, for the respective land they own. In the event that Beazer does not close on the purchase of Tract 1, Beazer shall no longer be considered a Developer hereunder except by virtue of engaging in development activities within the Property, except as limited by Section 8.04 herein.

“District” means Brazoria County Municipal Utility District No. 57.

“District Assets” means (i) all rights, title, and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction, or operation of all or any portion of the Facilities and/or the operations of the District, (iv) all cash and investments, and amounts owed to the District, and (v) all books, records, files, documents, permits, funds, and other materials or property of the District.

“District Obligations” means (i) all outstanding Bonds of the District, (ii) all other debts, liabilities, and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction, or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District for and to the owners of property within the District and the customers of the services provided from the Facilities.

"Facilities" means and includes the water supply and distribution, wastewater collection and treatment, and drainage and detention systems, park and recreational facilities, and road facilities constructed or acquired or to be constructed or acquired by the District to serve lands within and near its boundaries, and all improvements, appurtenances, additions, extensions, enlargements, or betterments thereto, including any pro rata interest or share in such facilities, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites, and other interests related thereto.

"HOA" means a mandatory homeowners association to be created and having jurisdiction over all single-family residential homes within the District.

"PUD" means the Rally 288 West Planned Unit Development to be considered and/or approved by the City on _____, 2022, or any City council meeting thereafter setting forth the guidelines and development requirements for the Property, as may be amended from time to time, a copy of which is attached as **Exhibit B**.

"Person" means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

"Planning and Zoning Commission" means the Planning and Zoning Commission of the City.

"Property" means the real property described in **Exhibits A and A-1** attached hereto.

"TCEQ" means the Texas Commission on Environmental Quality and its successors.

"Thoroughfare Plan" means the Thoroughfare Plan set forth in Chapter 4 of the Comprehensive Plan.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations of the City. The City hereby represents to the Developer that:

(a) The City is duly authorized, created and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(b) The City has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the City and, constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by the City does not require the consent or approval of any Person which has not been obtained.

Section 2.02 Representations of Developer. Each Developer hereby represents to the City that:

(a) Such Developer is duly authorized, created and existing under the laws of the State of Texas, is qualified to do business in the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

(b) Such Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to Developer or any provisions of Developer's articles of incorporation and by-laws, and (ii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of Developer under any agreement or instrument to which the Developer is a party or by which Developer or its assets may be bound or affected.

(c) Such Developer has sufficient capital to perform its obligations under this Agreement.

(d) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such Developer, enforceable in accordance with its terms.

(e) The execution, delivery and performance of this Agreement by the Developer does not require the consent or approval of any Person which has not been obtained.

ARTICLE III PUD AND PLATTING

Section 3.01 Introduction. Tract 1 is to be developed as a master planned community, including residential, institutional, and recreational uses. Tract 2 is to be developed for commercial uses. The land uses within Tract 1 shall be typical of a quality master planned community, including single-family, patio home, institutional, and recreational uses. The land uses within Tract 2 shall be typical of a quality commercial development.

Section 3.02 Planned Unit Development and Amendments. Because the Property is a large tract intended to be subdivided as additional units in the same subdivision, the Developers have submitted a PUD showing the conceptual layout of the proposed development of the Property, attached hereto as **Exhibit B**. The PUD is hereby approved by the City Council.

The Developers shall develop the Tract in accordance with this Agreement and the PUD. Due to its size and complexity, the parties acknowledge that the Property will be developed in phases. The parties agree that any changes, additions, or alterations to the PUD will be done only as may be consistent and in compliance with the PUD so long as the Developers, or their successor or assigns, are the developers of the Property. The Parties recognize that the PUD has categories of land use and acreage and/or number of lots assigned to each category.

In the event of a conflict between the development standards contained in this Agreement and the PUD, the PUD shall control. The parties recognize and understand that subject to both Planning and Zoning Commission and City Council approval, the PUD may be amended from time to time. In the event that the PUD is amended at a future point in time, all references to the PUD in this Agreement shall automatically be adjusted and interpreted to mean the PUD then in effect, as amended.

Section 3.03 Platting. Each Developer shall be required to its Tract in accordance with this section. Consistent with the provisions of the PUD, all platting will adhere to City Development Ordinances and the PUD. Developers agree that consistent with the requirements set forth in the PUD, any seller subdividing any portion of the property within PUD shall notify the City upon such subdivision. Notwithstanding anything in this Section to the contrary, so long as the plat meets the requirements of (1) the PUD; and (2) this Agreement, the City shall approve the plat.

Section 3.04 Property Subject to the Agreement. This Agreement hereby includes the Property, which is located entirely within the corporate boundaries of the City. The

City recognizes and understands that the construction of the Facilities necessary to serve the Property shall be completed by the District.

ARTICLE IV DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 4.01 Regulatory Standards and Development Quality.

(a) One of the primary purposes of this Agreement is to provide for quality development of the Property and foreseeability as to the regulatory requirements applicable to the development of the Property throughout the development process. Feasibility of the development of the Property is dependent upon a predictable regulatory environment and stability in the projected land uses. In exchange for each Developer's performance of the obligations under this Agreement to develop its Tract in accordance with certain standards as set forth in the PUD and to provide the overall quality of development described in this Agreement, the City agrees to the extent allowed by law that it will not impose or attempt to impose any moratoriums on building or growth within such Tract.

(b) By the terms of this Agreement, the City and Developers hereby establish development and design rules and regulations which will ensure a quality, unified development, yet afford Developers predictability of regulatory requirements throughout the term of this Agreement. Accordingly, development of each Tract shall be consistent with each the PUD and guidelines established by this Agreement.

(c) Except as may be specifically provided to the contrary in the terms of this Agreement, development of the Property shall comply with the City Development Ordinances and City Building Codes.

Section 4.02 Water/Wastewater/Drainage Services.

(a) The plan for the water supply and distribution system; wastewater collection and treatment system; and stormwater control and drainage system to serve the Property shall be developed in accordance with the PUD and City Development Ordinances. Developer will make provisions for public water supply and distribution, wastewater collection and treatment, and drainage services for the Property through public utility facilities to be provided by the District. The District will provide water and wastewater service to the Property. Notwithstanding the foregoing, the City and Developers acknowledge and agree that wastewater treatment services for the Property shall be supplied initially by Brazoria County Municipal Utility District No. 55 ("MUD 55") and then by the City after MUD 55 conveys its wastewater treatment facilities to the City. The City, the District, and MUD 55 intend to enter into a tri-party agreement providing for the provision of such wastewater treatment services.

(b) Developers may enter into a reimbursement agreements with the District to seek reimbursement for the costs of the water, wastewater, and stormwater facilities referenced in this Section 4.02, as well as, to the extent allowed by law, roads and park and recreational facilities.

Section 4.03 Private Improvements/Inspections. Buildings and other private improvements within the Property shall be constructed in accordance with the PUD where applicable, the City Development Ordinances and City Building Codes where applicable. Buildings and other private improvements within the Property will be inspected by City inspectors, who will perform all inspections on such buildings and other private improvements. Such builder, its successors and assigns, shall have the right to review inspection records and accounts for a period of three (3) years following issuance of the certificate of occupancy for such structure or building or other private improvements.

Section 4.04 Landscaping and Greenspace Requirements. Requirements relating to parklands, recreational facilities, open space, or landscaping shall be governed by the requirements set forth in the PUD. The City acknowledges and agrees that Developer may make provisions for public park and recreational facilities to serve the Property to be owned, financed, developed, and maintained by the District, to the extent authorized by state law. Each Developer and the City agree that any such amenities may be conveyed by the District to the City, upon the City's request, for ownership and operation at which point they will become the responsibility of the City; however, conveyance to the City shall only become effective upon the City's written acceptance of such facilities. In the event that the District retains ownership and operation of the public park and recreational facilities, such amenities will not become the responsibility of the City unless and until the City dissolves the District, in which case the amenities owned by the District will become the property of the City. To the extent Developer makes provisions for private park and recreational facilities that may be available only to residents of the Property, such amenities (i) will be conveyed to a property owner's association for ownership and operation, and (ii) shall not be the responsibility of the City even after the City dissolves the District.

Section 4.05 Fire Protection Services. All of the Property is located within the corporate boundaries of the City. The City shall provide the Property with the same level of fire protection service as the remainder of the City. The Parties acknowledge that as of the Effective Date, the City does not provide fire protection services.

Section 4.06 Police Protection Services. All of the Property is located within the corporate boundaries of the City. The City will provide the Property with the same level of police protection service as the remainder of the City.

4. Section 4.07 Signs. The Sign Ordinance contained in the Unified Development Code applies to signs located on the Property; provided, however, that PUD provides that the City and each Developer may otherwise agree that signage be governed by design guidelines established by the developer and agreed to by the City. The design guidelines shall be subject to review and approval by the City.

Section 4.08 Drainage. Unless otherwise agreed by the City, the Developers acknowledge and agree that the District or HOA shall be responsible for the maintenance of the detention facilities constructed to serve the Property. In the event the District assumes responsibility for maintenance of the detention ponds, the Developers shall cause the District and HOA shall enter into an agreement providing that upon dissolution of the District the HOA shall assume such responsibility. Upon the City's request, the Developers shall cause the District to provide the City with a copy of the binding agreement between the District and HOA requiring the HOA to assume ownership and operation of the detention/retention facilities serving the District upon dissolution of the District.

Section 4.09 HOA. All single-family residential homes located within the Property shall be required to be within the jurisdiction of a homeowners association, which shall (i) collect mandatory fees, (ii) provide for the enforcement of deed restrictions encompassing such portion of the Property, (iii) maintain the open space (unless such open space is maintained by the District), and (iv) operate and maintain detention/retention facilities serving the Property upon dissolution of the District.

ARTICLE V PROVISIONS FOR DESIGNATED MORTGAGEE

Section 5.01 Notice to Designated Mortgagee. If designated pursuant to Section 5.03, any Designated Mortgagee shall be entitled to receive simultaneous notice of any notice that is required to be delivered to Developer pursuant to the terms of this Agreement.

Section 5.02 Right of Designated Mortgagee to Cure Default. Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 5.03 and Article VII.

Section 5.03 Designated Mortgagee.

(a) At any time after execution and recordation in the Real Property Records of Brazoria County, Texas, of any mortgage, deed of trust, or security agreement given and executed by Developer encumbering the Property or any portion thereof, Developer (i) shall notify the City in writing that such mortgage, deed of trust, or security agreement has been given and executed by Developer, and (ii) may change

Developer's address for notice pursuant to Section 9.01 to include the address of the Designated Mortgagee to which it desires copies of notice to be mailed.

(b) At such time as a release of any such lien is filed in the Real Property Records of Brazoria County, Texas, and Developer gives notice of the release to the City as provided herein, all rights and obligations of the City with respect to the Designated Mortgagee under this Agreement shall terminate.

(c) The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a particular provision of this Agreement or to terminate this Agreement, the City and Developer agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however, consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be affected by such amendment or termination.

(d) Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument encumbering the Property, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under this Agreement for any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Furthermore, so long as such Designated Mortgagee (or its affiliates) is only maintaining the Property and marketing it for sale, and is not actively involved in the development of the Property, such Designated Mortgagee (and its affiliates) shall not be liable under this Agreement. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the Property shall be in accordance with this Agreement.

(e) If the Designated Mortgagee or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Property, or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

ARTICLE VI PROVISIONS FOR DEVELOPER

Section 6.01 Vested Rights. Upon the mutual execution of this Agreement, the City and Developers agree that the rights of all parties as set forth in this Agreement

shall be deemed to have vested, to the extent provided by Texas Local Government Code, Chapter 245

Section 6.02 Waiver of Actions Under Private Real Property Rights Preservation Act. Each Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act") or other state law, that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of either Developer's, or their respective grantee's, or a grantee's Successor's "Private Real Property," as such terms are defined in the Act. Provided, however, that this waiver does not apply to, and each Developer and their respective grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 6.03 Developer's Right to Continue Development. The City and each Developer hereby acknowledge and agree that, subject to Section 8.04 of this Agreement, such Developer may sell a portion of the Property to one or more Persons who shall be bound by this Agreement and perform the obligations of such Developer hereunder. In the event that there is more than one Person acting as a Developer hereunder, the acts or omissions of one Developer which result in that Developer's default shall not be deemed the acts or omissions of any other Developer, and a performing Developer shall not be held liable of the nonperformance of another Developer. In the case of nonperformance by one or more Developers, the City may pursue all remedies against such nonperforming Developer as set forth in Section 7.04 hereof but shall not impede the planned or ongoing development activities nor pursue remedies against any other Developer.

ARTICLE VII MATERIAL BREACH, NOTICE AND REMEDIES

Section 7.01 Material Breach of Agreement.

(a) It is the intention of the parties to this Agreement that the Property be developed in accordance with the terms of this Agreement and that each Developer follow the development plans as set out in the PUD. The parties acknowledge and agree that any substantial deviation from the PUD in the form attached hereto and the concepts of development contained therein and any substantial deviation by a Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement by such Developer. By way of example, a major deviation from the PUD would be:

1. Developer's failure to develop the Property in compliance with the approved PUD as from time to time amended; or Developer's failure to secure the City's approval of any material or significant modification or amendment to the PUD; or

2. Failure of Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Property.

(b) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. By way of example, a substantial deviation from the material terms of this Agreement would be:

1. The imposition or attempted imposition of any moratorium on building or growth on the Property, except as allowed by this Agreement, or required because of circumstances beyond the City's control;

2. City's modification or amendment of the PUD except as permitted by this Agreement;

3. The City unlawfully withholds approval of a plat of land within the Property that complies with the requirements of this Agreement; or

4. The City zones the Property in a manner that does not permit development consistent with the PUD.

(c) In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article VII shall provide the sole remedies for such default, unless otherwise specifically provided herein.

Section 7.02 Notice of Developer's Default.

(a) The City shall notify a Developer and each Designated Mortgagee in writing of an alleged failure by such Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available and deliver to the City, if requested, any records, documents or other information necessary to make the determination without charge.

(c) In the event that the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may take any appropriate action to enforce this agreement at law or in equity.

Section 7.03 Notice of City's Default.

(a) Any Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within 30 days after receipt of such notice or such longer period of time as that Developer may specify in such notice, either cure such alleged failure or, in a written response to each Developer, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available and deliver to Developer, if requested, any records, documents or other information necessary to make the determination without charge.

(c) In the event that Developer determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to

Developer, then Developer may take any appropriate action to enforce this agreement at law or in equity.

Section 7.04 Remedies.

(a) In the event of a determination by the City that Developer has committed a material breach of this Agreement the City may, subject to the provisions of Section 7.02, file suit in a competent jurisdiction in Brazoria County, Texas, and seek either (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to the breaching Developer (but not as to any other non-breaching Developer). In addition, the City may refuse to issue further building permits for development with the Property.

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement, Developer may, subject to the provisions of Section 7.03, file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to such Developer.

(c) Neither party shall be liable for any monetary damages of the other party for any reason whatsoever, including punitive damages, exemplary damages, consequential damages, special damages, lost profits, future lost profits, or attorneys' fees.

ARTICLE VIII
BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 8.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the City and Developers, their successors and assigns. In addition to the City and Developers, Designated Mortgagees, and their respective successor or assigns, shall also be deemed beneficiaries to this Agreement. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and other landowners. This Agreement and all amendments hereto shall be recorded in the Official Public Records of Real Property of the County. This Agreement, when recorded, shall be binding upon the parties hereto and their successors and assigns permitted by this Agreement and upon the Property. Subject to Section 8.04, the City agrees that Developers' rights to assignment under this Agreement include Developer's right to assign this Agreement to a separate entity to be created for the purpose of developing the Property.

Section 8.02 Term. This Agreement shall be effective upon the mutual execution of this Agreement (the "Effective Date") and shall terminate 25 years from the Effective Date; provided, however, that the expiration of this Agreement shall not terminate the application of PUD to the Property.

Section 8.03 Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties shall promptly execute and file of record, in the Official Public Records of Real Property of the County, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. At any time after 25 years from the date, the City may file in the Official Public Records of Real Property of the County a unilaterally executed document confirming the termination of this Agreement.

Section 8.04 Assignment or Sale by Developer. Any Agreement by Developers to sell all or substantially all of the Property to a person intending to develop the Property or a portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Property to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. For purposes of this Section 8.04, a Developer's sale of all or substantially all of its Tract to an affiliate or partner of the Developer, or a special purpose entity created by Developer to develop the Tract, shall not be considered a Successor Developer, and only written notice to the City of such assignment shall be required. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of residential lots or residential parcels out of the Property. This Agreement is assignable to a Successor Developer upon written notice to and approval of the City; such notice of assignment shall be given within 30 days of an

assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

Section 8.05 Amendment. This Agreement may be amended only upon written amendment executed by the City and the Developer who owns the property affected by the amendment. In the event either Developer sells any portion of the Property, such Developer may assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01 Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in Person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified; (c) by depositing the same with FedEx or another nationally recognized courier service guaranteeing next day delivery, addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties, until changed as provided below, shall be as follows:

City:	City of Iowa Colony 12003 Iowa Colony Blvd. Iowa Colony, Texas 77583 Attn: City Secretary
Beazer:	Beazer Homes Texas, L.P. 10235 West Little York, Suite 200 Houston, TX 77040 Attn: Shannon Wiesepape & Greg Coleman

Rally: Rally 288 West, LLC
1602 Avenue D, Suite 100
Katy, Texas 77493
Attn: Mr. Mathew Lawson

With copy to: Allen Boone Humphries Robinson LLP
Attn: Katie Sherborne
3200 Southwest Freeway, Suite 2600
Houston, Texas 77098
Facsimile: (713) 860-6667

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least 5 days written notice to the other parties. A Designated Mortgagee may change its address in the same manner by written notice to all of the parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 9.02 Severability by Court Action. Unless the court applies Section 9.03, if any provision of this Agreement or the application thereof to any Person or circumstance is ever judicially declared invalid, such provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall remain in effect.

Section 9.03 Invalid Provisions. If any provision of this Agreement or the application thereof to any Person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.

Section 9.04 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.05 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

Section 9.06 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

Section 9.07 Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 9.08 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 9.09 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances to the extent not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 9.10 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the organizational documents of the entity.

Section 9.11 Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire

failure of water supply resulting in an inability to provide water necessary for operation of the water and wastewater systems hereunder, and any other inability of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 9.13 parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

Section 9.14 Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement other than the Consent Ordinance between the City and the District. If any provisions of the Consent Ordinance appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Ordinance.

Section 9.15 Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the affected Developer.

Section 9.16 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

Section 9.17 Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

Section 9.18 Conflict with Other Agreements. The parties recognize and understand that development of the Property is subject to applicable City codes and ordinances, which may at times be in conflict. Due to the foregoing, the parties hereby agree that as set forth in Section 4.02 above, in the event of a conflict between the development standards contained in this Agreement and the PUD, the PUD shall control.

Section 9.19 Builder Participation. Developers shall use commercially reasonable efforts to ensure that any and all contractors and subcontractors, under the Developers' supervision or control, working on development of the Property shall utilize, or cause to be utilized, separated building materials and labor contracts for all taxable building materials contracts related to development activities in the amount of \$1,000.00 or more,

for the purpose of siting payment of the sales tax on such building materials for the development of the Property to the Property.

Section 9.20 Statutory Verifications.

(a) Each Developer hereby represents and warrants that at the time of this Agreement neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of such Developer: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

(b) By signing and entering into this Agreement, each Developer verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Agreement. "Boycott Israel" has the meaning assigned by Section 808.001, Government Code. "Boycott energy company" has the meaning assigned by Section 809.001, Government Code.

(c) By signing and entering into this Agreement, each Developer verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

[EXECUTION PAGES FOLLOW]

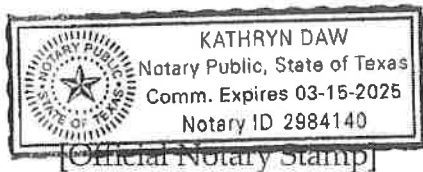
BEAZER HOMES TEXAS, L.P.,
a Delaware limited partnership

By: Beazer Homes Texas Holdings, Inc.,
a Delaware corporation
its general partner

By: Shannon Niesepape
Name: Shannon Niesepape
Title: Authorized Signatory - West Region

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this 14 day of September, 2022, by Shannon Niesepape, Authorized Signatory of Beazer Homes Texas Holdings, Inc., a Delaware corporation, general partner of Beazer Homes Texas, L.P., a Delaware limited partnership, on behalf of said corporation and limited partnership.



Kathryn Daw
Notary Public, State of Texas

RALLY 288 WEST, LLC,
a Texas limited liability company

By: Rally Capital Texas

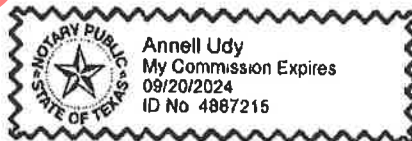
By: [Signature]
Name: Matthew Lawson
Title: Authorized Agent

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

15th This instrument was acknowledged before me, the undersigned authority, this day of September, 2022, by Matthew Lawson, Authorized Agent of Rally Capital Texas, a Washington LLC, managing member of Rally 288 West, LLC, a Texas limited liability company, on behalf of said limited liability company and limited liability company.

Annell Udy
Notary Public, State of Texas

[Official Notary Stamp]



Exhibits:

A	Tract 1 Description
A-1	Tract 2 Description
B	PUD

Copy

Exhibit A

Tract 1 - 233.54 acres

**METES AND BOUNDS DESCRIPTION
BEING A 233.54 ACRE TRACT OF LAND
SITUATED IN THE
W.H. DENNIS SURVEY, ABSTRACT 512
BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF A 233.54 ACRE TRACT OF LAND SITUATED IN THE W.H. DENNIS SURVEY, ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING A WESTERLY PORTION 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 INCLUDING ALL OR PORTIONS OF TRACTS 451, 454, 462 AND 467 THROUGH 478 OF THE EMIGRATION LAND CO. SUBDIVISION AS PER THE PLAT RECORDED UNDER VOLUME 2, PAGE 113 OF THE BRAZORIA PLAT DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a "MAG" nail set marking the northerly common corner of Tracts 460 and 467 and the northwesterly corner of the said 285.913 acre tract being in the recognized common line of the W.H. Dennis Survey, Abstract 512 and the H.T. & B.R.R. Company Survey, Section 51, Abstract 288, also being generally within County Road 64 (based on a width of 40 feet by the plat of Emigration Land Co.) and having state plane (grid) coordinates of X = 3,103,231.96 and Y = 13,719,190.01;

- 1) **THENCE**, North 87°20'14" East, generally with County Road 64 along the northerly line of said Tracts 467, 470 and 473 with the northerly line of said 285.913 acre tract for a distance of 1,213.12 feet to a "MAG" nail set marking the northeasterly corner of the herein described tract being in the westerly right-of-way line of State Highway 288 (based on the current Texas Department of Transportation (TxDOT) 2018 Alignment and Right-of-Way Maps);

THENCE, along the westerly right-of-way line of said State Highway 288 the following three (3) courses and distances:

- 2) South 02°29'27" East, passing at a distance of 30.3 feet a TxDOT Type 1 concrete right-of-way monument found 0.65 feet west of line, and continuing for a total distance of 64.66 feet to a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found for corner from which a TxDOT Type 1 concrete right-of-way monument bears North 35° West, a distance of 0.67 feet;
- 3) North 87°21'16" East, for a distance of 197.25 feet to a 5/8-inch aluminum capped iron rod stamped "TxDOT" called for and found for corner in the arc of a non-tangent curve in the boundary of a called 8.429 acre tract recorded under B.C.C.F. NO. 2018032177;
- 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 34°24'54", an arc length of 434.87 feet, and a chord bearing of South 25°14'07" East, for a distance of 428.37 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the westerly portion of said Tract 476;
- 5) **THENCE**, South 02°32'23" East, along the easterly line of the herein described tract across the westerly portions of Tracts 475, 477 and 478, passing at a distance of 1,410.12 feet a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found marking the northwesterly corner of that certain 18.00 acre tract recorded under B.C.C.F. NO. 2007010789, passing at a distance of 2,890.47 feet a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found marking the southwesterly corner of said 18.00 acre tract, and continuing for a total distance of 3,890.18 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner 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 ten (10) courses and distances:

- 6) South 48°10'46" West, for a distance of 18.83 feet to a point of curvature from which a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found bears South

- 33°41' East, a distance of 0.52 feet and a TxDOT Type 1 concrete right-of-way monument bears South 52°16' East, a distance of 2.24 feet;
- 7) 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 25°03'17" West, for a distance of 345.27 feet to a point for corner from which a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found bears South 52° 11' East, a distance of 0.33 feet and a TxDOT Type 1 concrete right-of-way monument bears South 80° East, a distance of 1.45 feet;
- 8) South 46°37'32" West, for a distance of 69.92 feet to a point for corner from which a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found bears South 52° 05' West, a distance of 0.69 feet and a TxDOT Type 1 concrete right-of-way monument bears North 49° 57' East, a distance of 0.49 feet;
- 9) South 87°40'04" West, for a distance of 150.00 feet to a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found from which a TxDOT Type 1 concrete right-of-way monument bears South 62° 01' East, a distance of 1.39 feet;
- 10) South 02°19'14" East, for a distance of 120.00 feet to a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found from which a TxDOT Type 1 concrete right-of-way monument bears North 76° 37' East, a distance of 1.45 feet;
- 11) North 87°40'04" East, for a distance of 150.00 feet to a point for corner from which a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found bears South 57° 45' East, a distance of 0.82 feet and a TxDOT Type 1 concrete right-of-way monument bears South 56° 47' East, a distance of 1.49 feet;
- 12) South 51°16'00" East, for a distance of 69.92 feet to a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found in the arc of a non-tangent curve to the left from which a TxDOT Type 1 concrete right-of-way monument bears South 59° 20' East, a distance of 0.76 feet;
- 13) 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 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found for tangency from which a TxDOT Type 1 concrete right-of-way monument bears South 49° 19' West, a distance of 0.53 feet;
- 14) South 52°49'14" East, for a distance of 52.06 feet to a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found for a point of curvature from which a TxDOT Type 1 concrete right-of-way monument bears South 32° 36' West, a distance of 0.48 feet;
- 15) 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 a "MAG" nail set marking the southeasterly corner of the said 285.913 acre tract being in the recognized common line of the W.H. Dennis Survey, Abstract 512 and the C.M. Hays Survey, Abstract 532, also being generally within County Road 63 (based on a width of 40 feet by the plat of Emigration Land Co.);
- 16) **THENCE**, South 87°18'36" West, along the southerly line of said 285.913 acre tract with said County Road 63 for a distance of 1,980.12 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southeasterly corner of the Emigration Land Co. Tract 455 referenced in B.C.C.F. No. 2019038729 and being the southwesterly corner of the herein described tract;
- 17) **THENCE**, North 02°45'05" West, along the westerly line of said 285.913 acre tract with the easterly line of said Tract 455, passing at a distance of 20.00 feet a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner in the northerly right-of-way line of County

Road 63 (based on a width of 40 feet by the plat of Emigration Land Co.), and continuing for a total distance of 880.20 feet to a 1/2-inch iron rod called for and found at a fence corner marking the easterly common corner of said Tract 455 and the aforementioned Tract 454;

- 18) **THENCE**, South 87°18'25" West, continuing along the westerly line of said 285.913 acre tract with the common line of said Tracts 454 and 455 for a distance of 660.21 feet to a "MAG" nail set in concrete at the base of a fence corner post marking the common corner of Tracts 454, 455, 445 (as referenced in B.C.C.F. No. 2015015867) and 444 (as referenced in B.C.C.F. No. 2014005687);
- 19) **THENCE**, North 02°45'05" West, continuing along the westerly line of said 285.913 acre tract with the common line of said Tracts 444 and 454 for a distance of 880.16 feet to a the northerly common corner of said Tracts 444 and 454 being in the southerly line of a called 13.376 acre tract as referenced in B.C.C.F. No. 2016041185, same being the centerline of an unimproved roadway (based on a width of 40 feet by the plat of Emigration Land Co.), from which a 1/2-inch iron rod called for and found bears South 18° 15 West, a distance of 0.42 feet;
- 20) **THENCE**, North 87°18'25" East, continuing along the westerly line of said 285.913 acre tract with the common line of said Tract 454 and the called 13.376 acre tract, same being the centerline of said unimproved roadway, passing at a distance of distance of 154.43 feet a 5/8-inch iron rod called for and found marking the southeasterly corner of said 13.376 acre tract and the southwest corner of a called 10 acre tract as referenced in B.C.C.F. No. 2016055601, and continuing along said common line, passing at a distance of distance of 649.53 feet a 1/2-inch iron rod called for and found 0.75 feet south of line marking the southeasterly corner of said 10 acre tract, and continuing for a total distance of 660.21 feet to a point for the easterly common corner of said Tract 453 and 454, from which a 1/2-inch iron rod called for and found bears South 80° 57 West, a distance of 0.39 feet;
- 21) **THENCE**, North 02°45'05" West, continuing along the westerly line of said 285.913 acre tract with the easterly line of said Tract 453 for a distance of 879.62 feet to a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found for the northeasterly corner of said Tract 453 being in the southerly line of the aforementioned Tract 462;
- 22) **THENCE**, South 87°20'14" West, continuing along the westerly line of said 285.913 acre tract with the common line of said Tract 453 and Tract 462 for a distance of 165.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the common corner of Tract 462 and Tract 452 (as referenced in B.C.C.F. No. 2014050852), from which a 5/8-inch iron rod bears South 81° 12 West, a distance of 6.88 feet;
- 23) **THENCE**, North 02°53'05" West, continuing along the westerly line of said 285.913 acre tract with the common line of said Tract 452 and Tract 462, passing at a distance of 850.01 feet a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found for reference in the southerly right-of-way line of County Road 758 (based on a width of 60 feet including 40 feet by the plat of Emigration Land Co.), and continuing along said common line, passing at a distance of 852.01 feet a 2-inch iron pipe called for and found for reference, and continuing for a total distance of 880.01 feet to a point for the northerly common corner of said Tract 452 and 462 in the centerline of County Road 758;
- 24) **THENCE**, South 87°20'14" West, continuing along the westerly line of said 285.913 acre tract with the common line of said Tract 452 and Tract 451 and the centerline of County Road 758 for a distance of 494.70 feet to a "MAG" nail set marking the common corner for Tracts 451, 452, 442 (as referenced in B.C.C.F. No. 2009039631) and a called 1.00 acre tract as referenced in B.C.C.F. No. 2009023116 from which a 1-1/4-inch iron pipe called for and found along the southerly right-of-way line of said County Road 758 bears South 11° 48 East, a distance of 29.87 feet;
- 25) **THENCE**, North 02°40'06" West, continuing along the westerly line of said 285.913 acre tract with the common line of said Tract 451 and the called 1.00 acre tract, passing at a distance of 29.34 feet a 2-inch iron pipe called for and found for reference, and continuing along said common line, passing at a distance of 353.97 feet a 3/4-inch iron pipe called for and found 2.2 feet west of line marking then easterly common corner of the said 1.00 acre tract and a called 9 acre tract as referenced in B.C.C.F. No. 00-010571, and continuing in common with the 9 acre tract therefrom for a total distance of 879.08 feet to a 1/2-inch iron rod called for and found at

a fence corner with a companion 1/2-inch iron pipe found marking the northerly common corner of said Tract 451 and the called 9.00 acre tract and the southerly common corner of a called 5.003 acre tract referenced in B.C.C.F. No. 2008022590 and a called 7.85 acre tract referenced in B.C.C.F. No. 2006074439 from which a 2-inch iron pipe called for and found bears South 83° 48 West, a distance of 6.61 feet;

- 26) **THENCE**, North 87°15'40" East, continuing along the westerly line of said 285.913 acre tract with the common line of said Tract 451 and the called 7.85 acre tract for a distance of 495.97 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the common corner of Tract 451, the said 7.85 acre tract and the aforementioned Tracts 460 (as referenced in B.C.C.F. No. 2021023524) and Tract 461 (as referenced in B.C.C.F. No. 93-042361), from which a 2-inch iron pipe bears South 08° 22 East, a distance of 4.12 feet;
- 27) **THENCE**, South 02°37'35" East, continuing along the westerly line of said 285.913 acre tract with the common line of said Tract 451 and Tract 461, passing at a distance of 850.54 feet a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found 0.44 feet west of line called for reference to be in the northerly right-of-way line of County Road 758 (based on a width of 60 feet including 40 feet by the plat of Emigration Land Co.), and continuing along said common line, passing at a distance of 851.40 feet a 2-inch iron pipe called for and found for reference, and continuing along said common line for a total distance of 879.74 feet to a point for the common south corner of said Tract 451 and Tract 461 being in the northerly line of the aforementioned Tract 462 and the centerline of County Road 758;
- 28) **THENCE**, North 87°20'14" East, continuing along the westerly line of said 285.913 acre tract with the common line of said Tract 461 and Tract 462 and the centerline of County Road 758 for a distance of 497.33 feet to a point for the common corner of said Tracts 461 and 462, the aforementioned Tract 468 and a called 5.00 acre tract referenced in B.C.C.F. No. 2013013921, from which a 5/8-inch iron rod called for and found bears South 02° 11 East, a distance of 4.35 feet;
- 29) **THENCE**, South 02°54'34" East, continuing along the westerly line of said 285.913 acre tract with the common line of said Tract 462 and the called 5.00 acre tract, passing at a distance of 30.0 feet a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found for reference in the southerly right-of-way line of County Road 758 (based on a width of 60 feet including 40 feet by the plat of Emigration Land Co.), and continuing for a total distance of 881.57 feet to a fence corner marking the southerly common corner of said Tract 462 and called 5.00 acre tract from which a 1/2-inch iron rod called for and found bears North 47° 34 East, a distance of 0.47 feet;
- 30) **THENCE**, North 87°03'07" East, continuing along the westerly line of said 285.913 acre tract with the southerly line of said 5.00 acre tract for a distance of 247.48 feet to the southeasterly corner of said tract from which a bent 1/2-inch iron rod called for and found bears North 69° 36 East, a distance of 0.30 feet;
- 31) **THENCE**, North 02°54'07" West, continuing along the westerly line of said 285.913 acre tract with the easterly line of said 5.00 acre tract, passing at a distance of 850.34 feet a 1/2-inch iron rod called for and found for reference in the southerly right-of-way line of County Road 758 (based on a width of 60 feet including 40 feet by the plat of Emigration Land Co.), and continuing for a total for a distance of 880.34 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northeasterly corner of said 5.00 acre tract in the southerly line of Tract 468 and the centerline of County Road 758;
- 32) **THENCE**, South 87°20'14" West, continuing along the westerly line of said 285.913 acre tract with the common line of said Tract 468 and the called 5.00 acre tract and the centerline of County Road 758 for a distance of 247.60 feet to a point for the common corner of said Tracts 461, 462, 468 and the called 5.00 acre tract;
- 33) **THENCE**, North 02°45'50" West, continuing along the westerly line of said 285.913 acre tract with the common line of said Tract 468 and Tract 461, passing at a distance of 29.64 feet a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found for reference in the northerly right-of-way line of County Road 758 (based on a width of 60 feet including 40 feet by the plat of Emigration Land Co.), and continuing along said common line, passing at a distance of 879.83 feet a 1/2-inch iron rod called for and found marking the common corner of said Tracts 468, 461, 460 and the aforementioned Tract 467, and continuing along said common line of

233.54 Acres
W.H. Dennis Survey, Abstract 512

Tract 460 and 467, passing at a distance of 1,730.13 feet a concrete monument called for and found for reference in the southerly right-of-way line of the aforementioned County Road 64 (based on a width of 60 feet including 40 feet by the plat of Emigration Land Co.), and continuing for a total distance of 1,760.00 feet to the POINT OF BEGINNING and containing 233.54 acres of land. This description has been prepared in conjunction with a Land Title Survey (22102200V-PBLT01.dwg) dated April 7, 2022.

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: April 7, 2022
Job No: 221-022-00
File No: R:\2022\221-022-00\Docs\Description\Boundary\22102200V-PBLT01.doc

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Exhibit A-1

Tract 2 - 25.89 acres
[Descriptions Follow]

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**METES AND BOUNDS DESCRIPTION
BEING A 17.04 ACRE TRACT OF LAND
SITUATED IN THE
W.H. DENNIS SURVEY, ABSTRACT 512
BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF A 17.04 ACRE TRACT OF LAND SITUATED IN THE W.H. DENNIS SURVEY, ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING A NORTHERLY RESIDUE OF A CALLED 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, INCLUDING PORTIONS OF TRACTS 476 THROUGH 481 OF THE EMIGRATION LAND CO. SUBDIVISION AS PER THE PLAT RECORDED UNDER VOLUME 2, PAGE 113 OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.), SAID 17.04 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a "MAG" nail found marking the northeasterly corner of said 285.913 acre tract of land being in the westerly right-of-way line of State Highway 288 (based on the current Texas Department of Transportation (TxDOT) 2018 Alignment and Right-of-Way Maps);

THENCE, along the westerly right-of-way line of said State Highway 288 the following three (3) courses and distances:

South 02°29'27" East, passing at a distance of 30.3 feet a TxDOT Type 1 concrete right-of-way monument found 0.85 feet west of line, and continuing for a total distance of 64.66 feet to a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found for corner from which a TxDOT Type 1 concrete right-of-way monument bears North 35° West, a distance of 0.67 feet;

North 87°21'16" East, for a distance of 197.25 feet to a 5/8-inch aluminum capped iron rod stamped "TxDOT" called for and found for corner in the arc of a non-tangent curve being in the boundary of a called 8.429 acre tract recorded under B.C.C.F. NO. 2018032177;

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 34°24'54", an arc length of 434.87 feet, and a chord bearing of South 25°14'07" East, for a distance of 428.37 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the northwesterly corner and **POINT OF BEGINNING** of the herein described tract of land;

THENCE, continuing along the westerly right of way line of said State Highway 288 the following four (4) courses and distances:

- 1) **THENCE**, in a southeasterly direction along the arc of said curve to the left having a radius of 724.00 feet, a central angle of 19°46'49", an arc length of 249.95 feet, and a chord bearing of South 52°19'58" East, for a distance of 248.71 feet to a 5/8-inch aluminum capped iron rod stamped "TxDOT" called for and found marking a point of tangency;
- 2) **THENCE**, South 62°13'23" East, for a distance of 115.58 feet to a 5/8-inch aluminum capped iron rod stamped "TxDOT" called for and found marking a point of curvature;
- 3) **THENCE**, in a southeasterly direction along the arc of said 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 5/8-inch aluminum capped iron rod stamped "TxDOT" called for and found marking a point of tangency;
- 4) **THENCE**, South 02°18'54" East, for a distance of 1,060.58 feet to the southeasterly corner of the herein described tract same being the northeasterly corner of an 18.00 acre tract of land recorded under B.C.C.F. No. 2007010789, from which a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found bears South 37°49' East, a distance of 1.56 feet and a TxDOT Type 1 concrete right-of-way monument bears North 00°45' West, a distance of 2.45 feet;

THENCE, along the northerly line of said 18.00 acre tract of land the following three (3) courses and distances:

- 5) North 41°51'11" West, for a distance of 107.39 feet to a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found marking a point of curvature;
- 6) 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 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found marking a point of tangency;
- 7) North 75°57'26" West, for a distance of 272.19 feet to a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found marking the northwesterly corner of said 18.00 acre tract of land and the southwesterly corner of the herein described tract;
- 8) THENCE, North 02°32'23" West, for a distance of 1,410.12 feet to the **POINT OF BEGINNING** and containing 17.04 acres of land.

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: June 28, 2022

Job No: 191-067-00

File No: R:\2019\191-067-00\Docs\Description\Boundary\191067000-PC01_17.04AC.doc

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**METES AND BOUNDS DESCRIPTION
BEING A 8.855 ACRE TRACT OF LAND
SITUATED IN THE
W.H. DENNIS SURVEY, ABSTRACT 512
BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF A 8.855 ACRE TRACT OF LAND SITUATED IN THE W.H. DENNIS SURVEY, ABSTRACT 512, BRAZORIA COUNTY, TEXAS, BEING A SOUTHERLY RESIDUE OF A CALLED 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 8.855 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a "MAG" nail found marking the northeasterly corner of said 285.913 acre tract of land being in the westerly right-of-way line of State Highway 288 (based on the current Texas Department of Transportation (TxDOT) 2018 Alignment and Right-of-Way Maps);

THENCE, along the westerly right-of-way line of said State Highway 288 the following three (3) courses and distances:

South 02°29'27" East, passing at a distance of 30.3 feet a TxDOT Type 1 concrete right-of-way monument found 0.85 feet west of line, and continuing for a total distance of 54.66 feet to a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found for corner from which a TxDOT Type 1 concrete right-of-way monument bears North 35° West, a distance of 0.67 feet;

North 87°21'16" East, for a distance of 197.25 feet to a 5/8-inch aluminum capped iron rod stamped "TxDOT" called for and found for corner in the arc of a non-tangent curve being in the boundary of a called 8.429 acre tract recorded under B.C.C.F. NO. 2018032177;

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 34°24'54", an arc length of 434.87 feet, and a chord bearing of South 25°14'07" East, for a distance of 428.37 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found for corner in the westerly portion of Tract 476 of the Emigration Land Co. subdivision as per plat recorded under Volume 2, Page 113 of the Brazoria County Plat Records;

THENCE, South 02°32'23" East, across the westerly portions of Tracts 476, 477 and 478, passing at a distance of 1,410.12 feet a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found marking the northwesterly corner of that certain 18.00 acre tract recorded under B.C.C.F. NO. 2007010789, and continuing for a total distance of 2,890.47 feet a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found marking the southwesterly corner of said 18.00 acre tract and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, North 87°40'47" East, along the southerly line of said 18.00 acre tract for a distance of 545.96 feet to a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found in the westerly right of way line of said State Highway 288 and marking the southeasterly corner of said 18.00 acre tract and the northeasterly corner of the herein described tract;

THENCE, along the westerly right-of-way line of said State Highway 288 the following three (3) courses and distances:

- 2) South 01°32'17" West, for a distance of 137.59 feet to a point for corner, from which to a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found bears South 02°09' West for a distance of 2.95 feet, and which a found TxDOT Type 1 concrete right-of-way monument bears South 16°47' East for a distance of 3.34 feet;
- 3) In a southwesterly direction along the arc of said 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 for corner from which to a 5/8-inch capped iron rod stamped "Baker & Lawson" called for and found bears South 00°19' East for a distance of 0.46 feet, and which a found TxDOT Type 1 concrete right-of-way monument bears South 43° 44' East for a distance of 2.4 feet;

- 4) South $48^{\circ}10'46''$ West, for a distance of 202.33 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the southerly corner of the herein described tract of land;
- 5) **THENCE**, North $02^{\circ}32'23''$ West, for a distance of 999.71 feet to the **POINT OF BEGINNING** and containing 8.855 acres of land.

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: June 28, 2022
Job No: 191-067-00
File No: R:\2019\191-067-00\Docs\Description\Boundary\19106700V-PC01_8.855AC.doc

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Exhibit B
PUD

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DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF IOWA COLONY, TEXAS,
CASTLEROCK COMMUNITIES LLC,
AND RALLY 288 EAST, LLC

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into as of September ____, 2022, by THE CITY OF IOWA COLONY, TEXAS (the "City"), a general law municipality in Brazoria County, Texas, acting by and through its governing body the City Council of Iowa Colony, Texas; CASTLEROCK COMMUNITIES, LLC, a Delaware limited liability company ("CastleRock"); and RALLY 288 EAST, LLC, a Texas limited liability company ("Rally") (CastleRock and Rally are referred to herein individually as "Developer" and collectively as "Developers").

RECITALS

CastleRock is under contract to purchase approximately 127.57 acres of land in Brazoria County, Texas, described by metes and bounds in **Exhibit A** attached hereto ("Tract 1"), and desires to develop a quality residential community including single-family, patio home, institutional, and recreational uses within the Property. Rally owns approximately 4.571 acres of land in Brazoria County, Texas, described by metes and bounds in **Exhibit A-1** attached hereto ("Tract 2"), and desires to develop this land for commercial uses. Tract 1 and Tract 2 are collectively referred to herein as the Property.

Development of the Property requires an agreement providing for long-term foreseeability in regulatory requirements and development standards by the City regarding the Property and anticipated sales tax revenue to the City.

The City and Developer agree that the development of the Property can best proceed pursuant to a single development agreement.

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property.

The City and Developer have determined that they are authorized by the Constitution and laws of the State of Texas to enter into this Agreement and have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and Developer agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

“Bonds” means the District’s bonds, notes, or other evidence of indebtedness issued from time to time for the purpose of purchasing, constructing, acquiring, operating, repairing, improving, or extending the Facilities, and for such other purposes permitted or provided by state law, whether payable from ad valorem taxes, the proceeds of one or more future bond issues, or otherwise, and including any bonds, notes, or similar obligations issued to refund such bonds.

“City” means the City of Iowa Colony, Texas.

“City Building Codes” means all city building codes of any type, including but not limited to residential, non-residential, mechanical, HVAC, electrical, plumbing, fuel, gas, energy conservation, fire, and property maintenance, and any other building codes of any nature, whether similar or dissimilar to the foregoing Ordinance No. 2014-20, including any existing or future amendments thereto.

“City Council” means the City Council of the City or any successor governing body.

“City Development Ordinances” means each of the following ordinances of the City of Iowa Colony and any past or present amendments as well as all regulations adopted at the time of this writing pursuant to the following:

- Subdivision Ordinance, No. 2019-14, 2018-12, 2018-30, 2018-04, 2015-09, 2006-06, 2002-10, and 2002-06;
- Design Criteria Manual, Ordinance No. 2020-02, 2018-20, 2017-13; 2002-08;
- Zoning Ordinance, No. 2021-12, 2021-06, 2020-41, 2019-14, 2012-07, 2012-06;
- Unified Development Code, Ordinance No. 2017-25, 2017-22, No. 2017-21 and 2017-08;
- Major Thoroughfare Plan, Ordinance No. 2017-26;
- Flood Damage Prevention Ordinance, No. 2020-26, 2016-06;
- Drainage, Dirt Work, and Fill Dirt Ordinance, No. 2016-07;
- Right-of-Way Ordinance No. 2016-15;
- Culvert Ordinance, No. 2012-13;
- Overweight Vehicle Ordinance No. 2019-08, 2017-24;
- Pipeline Ordinance, No. 2016-14, 2014-10 and 2011-04;

- Drilling Ordinance, No. 88-01;
- Sign Ordinance, No. 2016-19;
- Ordinance Adopting Fee Schedules, No. 2021-17, 2021-04, 2019-40, 2019-28, 2018-21, 2018-09, 2017-20;
- Fire Code Ordinance: No. 2021-03, 2020-04;
- Building Codes: No. 2019-40, 2021-11; and
- Impact Fee Ordinance: No. 2022-03.

“Comprehensive Plan” means the City Comprehensive Plan adopted June 15, 2020.

“County” means Brazoria County, Texas.

“Designated Mortgagee” means, whether one or more, any mortgagee or security interest holder that has been designated to have certain rights pursuant to Article V hereof.

“Developer” means CastleRock Communities LLC or Rally 288 East, LLC, and any successor or assign to the extent such successor or assign engages in development activities within the Property, except as limited by Section 8.04 herein, for the respective tracts they own. In the event that CastleRock does not close on the purchase of Tract 1, CastleRock shall no longer be considered a Developer hereunder except by virtue of engaging in development activities within the Property, except as limited by Section 8.04 herein.

“District” means Brazoria County Municipal Utility District No. 57.

“District Assets” means (i) all rights, title, and interests of the District in and to the Facilities, (ii) any Bonds of the District which are authorized but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction, or operation of all or any portion of the Facilities and/or the operations of the District, (iv) all cash and investments, and amounts owed to the District, and (v) all books, records, files, documents, permits, funds, and other materials or property of the District.

“District Obligations” means (i) all outstanding Bonds of the District, (ii) all other debts, liabilities, and obligations of the District to or for the benefit of any persons or entities relating to the financing, construction, or operation of all or any portion of the Facilities or the operations of the District, and (iii) all functions performed and services rendered by the District for and to the owners of property within the District and the customers of the services provided from the Facilities.

"Facilities" means and includes the water supply and distribution, wastewater collection and treatment, and drainage and detention systems, park and recreational facilities, and road facilities constructed or acquired or to be constructed or acquired by the District to serve lands within and near its boundaries, and all improvements, appurtenances, additions, extensions, enlargements, or betterments thereto, including any pro rata interest or share in such facilities, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites, and other interests related thereto.

"HOA" means a mandatory homeowners association to be created and having jurisdiction over all single-family residential homes within the District.

"PUD" means the Southern Star Planned Unit Development to be considered and/or approved by the City on _____, 2022, or any City council meeting thereafter setting forth the guidelines and development requirements for the Property, as may be amended from time to time, a copy of which is attached as **Exhibit B**.

"Person" means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

"Planning and Zoning Commission" means the Planning and Zoning Commission of the City.

"Property" means the real property described in **Exhibits A and A-1** attached hereto.

"TCEQ" means the Texas Commission on Environmental Quality and its successors.

"Thoroughfare Plan" means the Thoroughfare Plan set forth in Chapter 4 of the Comprehensive Plan.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations of the City. The City hereby represents to the Developer that:

(a) The City is duly authorized, created and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(b) The City has the power, authority and legal right to enter into and

perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by the City does not require the consent or approval of any Person which has not been obtained.

Section 2.02 Representations of Developer. Each Developer hereby represents to the City that:

(a) Such Developer is duly authorized, created and existing under the laws of the State of Texas, is qualified to do business in the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

(b) Such Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to Developer or any provisions of Developer's articles of incorporation and by-laws, and (ii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of Developer under any agreement or instrument to which the Developer is a party or by which Developer or its assets may be bound or affected.

(c) Such Developer has sufficient capital to perform its obligations under this Agreement.

(d) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such Developer, enforceable in accordance with its terms.

(e) The execution, delivery and performance of this Agreement by the Developer does not require the consent or approval of any Person which has not been obtained.

ARTICLE III PUD AND PLATTING

Section 3.01 Introduction. Tract 1 is to be developed as a master planned community, including residential, institutional, and recreational uses. Tract 2 is to be developed for commercial uses. The land uses within Tract 1 shall be typical of a quality master planned community, including single-family, patio home, institutional, and recreational uses. The land uses within Tract 2 shall be typical of a quality commercial development.

Section 3.02 Planned Unit Development and Amendments. Because the Property is a large tract intended to be subdivided as additional units in the same subdivision, the Developers have submitted a PUD showing the conceptual layout of the proposed development of the Property, attached hereto as **Exhibit B**. The PUD is hereby approved by the City Council.

The Developers shall develop the Tract in accordance with this Agreement and the PUD. Due to its size and complexity, the parties acknowledge that the Property will be developed in phases. The parties agree that any changes, additions, or alterations to the PUD will be done only as may be consistent and in compliance with the PUD so long as the Developers, or their successor or assigns, are the developers of the Property. The Parties recognize that the PUD has categories of land use and acreage and/or number of lots assigned to each category.

In the event of a conflict between the development standards contained in this Agreement and the PUD, the PUD shall control. The parties recognize and understand that subject to both Planning and Zoning Commission and City Council approval, the PUD may be amended from time to time. In the event that the PUD is amended at a future point in time, all references to the PUD in this Agreement shall automatically be adjusted and interpreted to mean the PUD then in effect, as amended.

Section 3.03 Platting. Each Developer shall be required to plat its Tract in accordance with this section. Consistent with the provisions of the PUD, all platting will adhere to City Development Ordinances and the PUD. Developers agree that consistent with the requirements set forth in the PUD, any seller subdividing any portion of the property within PUD shall notify the City upon such subdivision. Notwithstanding anything in this Section to the contrary, so long as the plat meets the requirements of (1) the PUD; and (2) this Agreement, the City shall approve the plat.

Section 3.04 Property Subject to the Agreement. This Agreement hereby includes the Property, which is located entirely within the corporate boundaries of the City. The

City recognizes and understands that the construction of the Facilities necessary to serve the Property shall be completed by the District.

ARTICLE IV
DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 4.01 Regulatory Standards and Development Quality.

(a) One of the primary purposes of this Agreement is to provide for quality development of the Property and foreseeability as to the regulatory requirements applicable to the development of the Property throughout the development process. Feasibility of the development of the Property is dependent upon a predictable regulatory environment and stability in the projected land uses. In exchange for each Developer's performance of the obligations under this Agreement to develop its Tract in accordance with certain standards as set forth in the PUD and to provide the overall quality of development described in this Agreement, the City agrees to the extent allowed by law that it will not impose or attempt to impose any moratoriums on building or growth within such Tract.

(b) By the terms of this Agreement, the City and Developers hereby establish development and design rules and regulations which will ensure a quality, unified development, yet afford Developers predictability of regulatory requirements throughout the term of this Agreement. Accordingly, development of each Tract shall be consistent with each the PUD and guidelines established by this Agreement.

(c) Except as may be specifically provided to the contrary in the terms of this Agreement, development of the Property shall comply with the City Development Ordinances and City Building Codes.

Section 4.02 Water/Wastewater/Drainage Services.

(a) The plan for the water supply and distribution system; wastewater collection and treatment system; and stormwater control and drainage system to serve the Property shall be developed in accordance with the PUD and City Development Ordinances. Developer will make provisions for public water supply and distribution, wastewater collection and treatment, and drainage services for the Property through public utility facilities to be provided by the District. The District will provide water and wastewater service to the Property. Notwithstanding the foregoing, the City and Developers acknowledge and agree that wastewater treatment services for the Property shall be supplied initially by Brazoria County Municipal Utility District No. 55 ("MUD 55") and then by the City after MUD 55 conveys its wastewater treatment facilities to the City. The City, the District, and MUD 55 intend to enter into a tri-party agreement providing for the provision of such wastewater treatment services.

(b) Developers may enter into a reimbursement agreements with the District to seek reimbursement for the costs of the water, wastewater, and stormwater facilities referenced in this Section 4.02, as well as, to the extent allowed by law, roads and park and recreational facilities.

Section 4.03 Private Improvements/Inspections. Buildings and other private improvements within the Property shall be constructed in accordance with the PUD where applicable, the City Development Ordinances and City Building Codes where applicable. Buildings and other private improvements within the Property will be inspected by City inspectors, who will perform all inspections on such buildings and other private improvements. Such builder, its successors and assigns, shall have the right to review inspection records and accounts for a period of three (3) years following issuance of the certificate of occupancy for such structure or building or other private improvements.

Section 4.04 Landscaping and Greenspace Requirements. Requirements relating to parklands, recreational facilities, open space, or landscaping shall be governed by the requirements set forth in the PUD. The City acknowledges and agrees that Developer may make provisions for public park and recreational facilities to serve the Property to be owned, financed, developed, and maintained by the District, to the extent authorized by state law. Each Developer and the City agree that any such amenities may be conveyed by the District to the City, upon the City's request, for ownership and operation at which point they will become the responsibility of the City; however, conveyance to the City shall only become effective upon the City's written acceptance of such facilities. In the event that the District retains ownership and operation of the public park and recreational facilities, such amenities will not become the responsibility of the City unless and until the City dissolves the District, in which case the amenities owned by the District will become the property of the City. To the extent Developer makes provisions for private park and recreational facilities that may be available only to residents of the Property, such amenities (i) will be conveyed to a property owner's association for ownership and operation, and (ii) shall not be the responsibility of the City even after the City dissolves the District.

Section 4.05 Fire Protection Services. All of the Property is located within the corporate boundaries of the City. The City shall provide the Property with the same level of fire protection service as the remainder of the City. The Parties acknowledge that as of the Effective Date, the City does not provide fire protection services.

Section 4.06 Police Protection Services. All of the Property is located within the corporate boundaries of the City. The City will provide the Property with the same level of police protection service as the remainder of the City.

Section 4.07 Signs. The Sign Ordinance contained in the Unified Development Code applies to signs located on the Property; provided, however, that PUD provides that the City and each Developer may otherwise agree that signage be governed by design guidelines established by the developer and agreed to by the City. The design guidelines shall be subject to review and approval by the City.

Section 4.08 Drainage. Unless otherwise agreed by the City, the Developers acknowledge and agree that the District or HOA shall be responsible for the maintenance of the detention facilities constructed to serve the Property. In the event the District assumes responsibility for maintenance of the detention ponds, the Developers shall cause the District and HOA shall enter into an agreement providing that upon dissolution of the District the HOA shall assume such responsibility. Upon the City's request, the Developers shall cause the District to provide the City with a copy of the binding agreement between the District and HOA requiring the HOA to assume ownership and operation of the detention/retention facilities serving the District upon dissolution of the District.

Section 4.09 HOA. All single-family residential homes located within the Property shall be required to be within the jurisdiction of a homeowners association, which shall (i) collect mandatory fees, (ii) provide for the enforcement of deed restrictions encompassing such portion of the Property, (iii) maintain the open space (unless such open space is maintained by the District), and (iv) operate and maintain detention/retention facilities serving the Property upon dissolution of the District.

ARTICLE V PROVISIONS FOR DESIGNATED MORTGAGEE

Section 5.01 Notice to Designated Mortgagee. If designated pursuant to Section 5.03, any Designated Mortgagee shall be entitled to receive simultaneous notice of any notice that is required to be delivered to Developer pursuant to the terms of this Agreement.

Section 5.02 Right of Designated Mortgagee to Cure Default. Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 5.03 and Article VII.

Section 5.03 Designated Mortgagee.

(a) At any time after execution and recordation in the Real Property Records of Brazoria County, Texas, of any mortgage, deed of trust, or security agreement given and executed by Developer encumbering the Property or any portion thereof, Developer (i) shall notify the City in writing that such mortgage, deed of trust, or security agreement has been given and executed by Developer, and (ii) may change Developer's address for notice pursuant to Section 9.01 to include the address of the Designated Mortgagee to which it desires copies of notice to be mailed.

(b) At such time as a release of any such lien is filed in the Real Property Records of Brazoria County, Texas, and Developer gives notice of the release to the City as provided herein, all rights and obligations of the City with respect to the Designated Mortgagee under this Agreement shall terminate.

(c) The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a particular provision of this Agreement or to terminate this Agreement, the City and Developer agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however, consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be affected by such amendment or termination.

(d) Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument encumbering the Property, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under this Agreement for any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Furthermore, so long as such Designated Mortgagee (or its affiliates) is only maintaining the Property and marketing it for sale and is not actively involved in the development of the Property, such Designated Mortgagee (and its affiliates) shall not be liable under this Agreement. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the Property shall be in accordance with this Agreement.

(e) If the Designated Mortgagee or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Property, or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

ARTICLE VI PROVISIONS FOR DEVELOPER

Section 6.01 Vested Rights. Upon the mutual execution of this Agreement, the City and Developers agree that the rights of all parties as set forth in this Agreement shall be deemed to have vested, to the extent provided by Texas Local Government Code, Chapter 245.

Section 6.02 Waiver of Actions Under Private Real Property Rights Preservation Act. Each Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act") or other state law, that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of either Developer's, or their respective grantee's, or a grantee's Successor's "Private Real Property," as such terms are defined in the Act. Provided, however, that this waiver does not apply to, and each Developer and their respective grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

Section 6.03 Developer's Right to Continue Development. The City and each Developer hereby acknowledge and agree that, subject to Section 8.04 of this Agreement, such Developer may sell a portion of the Property to one or more Persons who shall be bound by this Agreement and perform the obligations of such Developer hereunder. In the event that there is more than one Person acting as a Developer hereunder, the acts or omissions of one Developer which result in that Developer's default shall not be deemed the acts or omissions of any other Developer, and a performing Developer shall not be held liable of the nonperformance of another Developer. In the case of nonperformance by one or more Developers, the City may pursue all remedies against such nonperforming Developer as set forth in Section 7.04 hereof but shall not impede the planned or ongoing development activities nor pursue remedies against any other Developer.

ARTICLE VII MATERIAL BREACH, NOTICE AND REMEDIES

Section 7.01 Material Breach of Agreement.

(a) It is the intention of the parties to this Agreement that the Property be developed in accordance with the terms of this Agreement and that each Developer follow the development plans as set out in the PUD. The parties acknowledge and agree

that any substantial deviation from PUD in the form attached hereto and the concepts of development contained therein and any substantial deviation by a Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement by such Developer. By way of example, a major deviation from the PUD would be:

1. Developer's failure to develop the Property in compliance with the approved PUD as from time to time amended; or Developer's failure to secure the City's approval of any material or significant modification or amendment to the PUD; or

2. Failure of Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Property.

(b) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. By way of example, a substantial deviation from the material terms of this Agreement would be:

1. The imposition or attempted imposition of any moratorium on building or growth on the Property, except as allowed by this Agreement, or required because of circumstances beyond the City's control;

2. City's modification or amendment of the PUD except as permitted by this Agreement;

3. The City unlawfully withholds approval of a plat of land within the Property that complies with the requirements of this Agreement; or

4. The City zones the Property in a manner that does not permit development consistent with the PUD.

(c) In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article VII shall provide the sole remedies for such default, unless otherwise specifically provided herein.

Section 7.02 Notice of Developer's Default.

(a) The City shall notify a Developer and each Designated Mortgagee in writing of an alleged failure by such Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Developer shall, within thirty (30) days after receipt of such

notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) The City shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available and deliver to the City, if requested, any records, documents or other information necessary to make the determination without charge.

(c) In the event that the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.

(d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may take any appropriate action to enforce this agreement at law or in equity.

Section 7.03 Notice of City's Default.

(a) Any Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within 30 days after receipt of such notice or such longer period of time as that Developer may specify in such notice, either cure such alleged failure or, in a written response to each Developer, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(b) Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available and deliver to Developer, if requested, any records, documents, or other information necessary to make the determination without charge.

(c) In the event that Developer determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with

a schedule reasonably satisfactory to Developer, or that such failure is excusable, such determination shall conclude the investigation.

(d) If Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer, then Developer may take any appropriate action to enforce this agreement at law or in equity.

Section 7.04 Remedies.

(a) In the event of a determination by the City that Developer has committed a material breach of this Agreement the City may, subject to the provisions of Section 7.02, file suit in a competent jurisdiction in Brazoria County, Texas, and seek either (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to the breaching Developer (but not as to any other non-breaching Developer). In addition, the City may refuse to issue further building permits for development with the Property.

(b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement, Developer may, subject to the provisions of Section 7.03, file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek (i) specific performance, (ii) injunctive relief, (iii) an action under the Uniform Declaratory Judgment Act, or (iv) termination of this Agreement as to such Developer.

(c) Neither party shall be liable for any monetary damages of the other party for any reason whatsoever, including punitive damages, exemplary damages, consequential damages, special damages, lost profits, future lost profits, or attorneys' fees.

ARTICLE VIII BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT

Section 8.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the City and Developers, their successors and assigns. In addition to the City and Developers, Designated Mortgagees, and their respective successor or assigns, shall also be deemed beneficiaries to this Agreement. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and other landowners. This Agreement and all amendments hereto shall be recorded in the Official Public Records of Real Property of the County. This Agreement, when recorded, shall be binding upon the parties hereto and their successors and assigns permitted by this Agreement and upon the Property. Subject to

Section 8.04, the City agrees that Developers' rights to assignment under this Agreement include Developer's right to assign this Agreement to a separate entity to be created for the purpose of developing the Property.

Section 8.02 Term. This Agreement shall be effective upon the mutual execution of this Agreement (the "Effective Date") and shall terminate 25 years from the Effective Date; provided, however, that the expiration of this Agreement shall not terminate the application of PUD to the Property.

Section 8.03 Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties shall promptly execute and file of record, in the Official Public Records of Real Property of the County, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred. At any time after 25 years from the date, the City may file in the Official Public Records of Real Property of the County a unilaterally executed document confirming the termination of this Agreement.

Section 8.04 Assignment or Sale by Developer. Any Agreement by Developers to sell all or substantially all of the Property to a person intending to develop the Property or a portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Property to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. For purposes of this Section 8.04, a Developer's sale of all or substantially all of its Tract to an affiliate or partner of the Developer, or a special purpose entity created by Developer to develop the Tract, shall not be considered a Successor Developer, and only written notice to the City of such assignment shall be required. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of residential lots or residential parcels out of the Property. This Agreement is assignable to a Successor Developer upon written notice to and approval of the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

Section 8.05 Amendment. This Agreement may be amended only upon written amendment executed by the City and the Developer who owns the property affected by the amendment. In the event either Developer sells any portion of the Property, such Developer may assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.

ARTICLE IX
MISCELLANEOUS PROVISIONS

Section 9.01 Notice. The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in Person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified; (c) by depositing the same with FedEx or another nationally recognized courier service guaranteeing next day delivery, addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the addresses of the parties, until changed as provided below, shall be as follows:

City:	City of Iowa Colony 12003 Iowa Colony Blvd. Iowa Colony, Texas 77583 Attn: City Secretary
CastleRock:	CastleRock Communités, LLC 2401 Fountain View Drive, #215 Houston, Texas 77057 Attn: Bryan Smith
Rally:	Rally 288 East, LLC 1602 Avenue D, Suite 100 Katy, Texas 77493 Attn: Mr. Mathew Lawson
With copy to:	Allen Boone Humphries Robinson LLP Attn: Katie Sherborne 3200 Southwest Freeway, Suite 2600 Houston, Texas 77098 Facsimile: (713) 860-6667

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least 5 days written notice to the other parties. A Designated Mortgagee may change its address in the same manner by written notice to all of the parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 9.02 Severability by Court Action. Unless the court applies Section 9.03, if any provision of this Agreement or the application thereof to any Person or circumstance is ever judicially declared invalid, such provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall remain in effect.

Section 9.03 Invalid Provisions. If any provision of this Agreement or the application thereof to any Person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.

Section 9.04 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.05 Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

Section 9.06 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.

Section 9.07 Further Documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

Section 9.08 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Section 9.09 Effect of State and Federal Laws. Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances to the extent not in conflict with this Agreement, and any rules implementing such statutes or regulations.

Section 9.10 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the organizational documents of the entity.

Section 9.11 Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and wastewater systems hereunder, and any other incapacities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care.

Section 9.13 Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

Section 9.14 Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement other than the Consent Ordinance between the City and the District. If any provisions of the Consent Ordinance appear to be inconsistent or in conflict with the provisions of this Agreement, then the provisions contained in this Agreement shall be interpreted in a way which is consistent with the Consent Ordinance.

Section 9.15 Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the affected Developer.

Section 9.16 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

Section 9.17 Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

Section 9.18 Conflict with Other Agreements. The parties recognize and understand that development of the Property is subject to applicable City codes and ordinances, which may at times be in conflict. Due to the foregoing, the parties hereby agree that as set forth in Section 3.02 above, in the event of a conflict between the development standards contained in this Agreement and the PUD, the PUD shall control.

Section 9.19 Builder Participation. Developers shall use commercially reasonable efforts to ensure that any and all contractors and subcontractors, under the Developers' supervision or control, working on development of the Property shall utilize, or cause to be utilized, separated building materials and labor contracts for all taxable building materials contracts related to development activities in the amount of \$1,000.00 or more, for the purpose of siting payment of the sales tax on such building materials for the development of the Property to the Property.

Section 9.20 Statutory Verifications.

(a) Each Developer hereby represents and warrants that at the time of this Agreement neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of such Developer: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to

Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

(b) By signing and entering into this Agreement, each Developer verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Agreement. “Boycott Israel” has the meaning assigned by Section 808.001, Government Code. “Boycott energy company” has the meaning assigned by Section 809.001, Government Code.

(c) By signing and entering into this Agreement, each Developer verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” has the meaning assigned by Section 2274.001(3), Government Code.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

CITY OF IOWA COLONY, TEXAS

By: _____
Michael Byrum-Bratsen, Mayor

ATTEST:

By: _____
Kayleen Rosser, City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Michael Byrum-Bratsen, Mayor of the City of Iowa Colony, Texas.

Notary Public, State of Texas

[Official Notary Stamp]

CASTLEROCK COMMUNITIES LLC,
a limited liability company

By: _____

Lance Wright
Co - CEO

THE STATE OF TEXAS

§

§

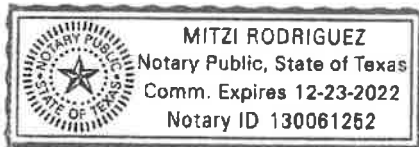
COUNTY OF HARRIS

§

This instrument was acknowledged before me, the undersigned authority, this 15 day of September 2022, by Lance Wright, Co - CEO of CastleRock Communities LLC, a Delaware limited liability company, on behalf of said limited liability company.

Mitzi Rodriguez
Notary Public, State of Texas

[Official Notary Stamp]



RALLY 288 EAST, LLC,
a Texas limited liability company

By: Rally Capital Texas

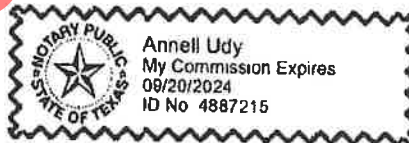
By: nt
Name: Matthew Lawson
Title: Authorized Agent

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

15th This instrument was acknowledged before me, the undersigned authority, this day of September, 2022, by Matthew Lawson, Authorized Agent of Rally Capital Texas, a Washington LLC, managing member of Rally 288 East, LLC, a Texas limited liability company, on behalf of said limited liability company and limited liability company.

Annell Udy
Notary Public, State of Texas

[Official Notary Stamp]



Exhibits:

A	Tract 1 Description
A-1	Tract 2 Description
B	PUD

Copy

Exhibit A
Tract 1 – 127.57 acres

**METES AND BOUNDS DESCRIPTION
BEING 127.57 ACRES
SITUATED IN THE
H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259
BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF A 127.57 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 127.57 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 a 5/8-Inch iron rod found in the east line of State Highway 288 (based on the current Texas Department of Transportation (TxDOT) 2018 Alignment and Right-of-Way Maps), marking the westerly common corner of said 132.1854 acre tract and a called 206.73 acre tract of land conveyed to Alvin Independent School District as recorded under B.C.C.F. No. 2018061880;

- 1) THENCE, North 87°19'08" East (called North 87°19'43" East), along the common line of said 132.1854 acre tract and said 206.73 acre tract for a distance of 2,389.63 feet (called 2,388.93 feet) to 5/8-Inch iron rod called for and found marking the easterly common corner of said tracts and being in the west line of that certain 19.848 acre tract of land recorded under B.C.C.F. No. 2021076455;
- 2) THENCE, South 02°40'32" East (called South 02° 40' 17" East), along the westerly lines of said 19.848 acre tract and a called 20.03 acre tract of land recorded under B.C.C.F. No. 96-009986, same being the east line of said 132.1854 acre tract, passing at a distance of 109.25 feet a found 1/2-inch iron rod, passing at a distance of 538.39 feet a 1/2-Inch iron rod called for and found marking the westerly common corner of said 19.848 acre and said 20.03 acre tracts of land, and continuing for a total distance of 2,771.16 feet (called 2,774.60 feet) to 5/8-Inch iron rod found in the northerly right-of-way of County Road 63;
- 3) THENCE, South 87°16'27" West (called South 87°23'55" West), along the northerly right-of-way line of said County Road 63 for a distance of 1,518.14 feet to 5/8-Inch iron rod with cap stamped "E.H.R.A." set for corner, from which a 1/2-Inch iron rod called for and found marking the southwesterly corner of said 132.1854 acre tract bears South 87°16'27" West, 381.98 feet;
- 4) THENCE, North 53°06'17" East, for a distance of 611.91 feet to 5/8-Inch iron rod with cap stamped "E.H.R.A." set for corner in the arc of a non-tangent curve to the left;
- 5) THENCE, in a northwesterly direction along the arc of said curve to the left having a radius of 940.00 feet, a central angle of 21°27'54", an arc length of 352.15 feet, and a chord bearing of North 81°36'52" West, for a distance of 350.10 feet to 5/8-Inch iron rod with cap stamped "E.H.R.A." set for tangency;
- 6) THENCE, South 87°39'11" West, for a distance of 95.06 feet to a called for and found TxDOT Type 1 concrete right-of-way monument marking an angle point in the east line of said State Highway 288, from which a TxDOT Type 1 concrete right-of-way monument was called for and found marking the northerly end of a cutback corner in the east line of State Highway 288, same being an angle point in west line of said 132.1854 acre tract, bears South 87° 39' 11" West, a distance of 149.95 feet;

THENCE, along the easterly line of said State Highway 288 the following eight (8) courses and distances:

- 7) North 02°20'49" West (called North 02°24'03" West), for a distance of 120.00 feet to a TxDOT Type 1 concrete right-of-way monument called for and found for corner;
- 8) South 87°39'11" West (called South 87°42'57" West), for a distance of 150.00 feet to a point for corner from which a called for and found TxDOT Type 1 concrete right-of-way monument bears North 50°17' West, 0.37 feet;

- 9) North 50°26'06" West (called North 51°05'53" West, for a distance of 69.60 feet (called 69.92 feet) to a point in the arc of a non-tangent curve, from which a called for and found bent TxDOT Type 1 concrete right-of-way monument bears North 58°05' West, 1.33 feet;
- 10) 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" (called 44°13' 28"), an arc length of 353.62 feet (called 353.80), and a chord bearing of North 30°49'08" West (called North 30°40'33" West), for a distance of 344.91 feet (called 345.08 feet) to a point of tangency, from which a called for and found bent TxDOT Type 1 concrete right-of-way monument bears South 59°00' West, 0.96 feet;
- 11) North 52°55'12" West (called North 52°39'33" West, for a distance of 52.06 feet to a point of curvature, from which a called for and found TxDOT Type 1 concrete right-of-way monument bears South 29°58' West, 0.31 feet;
- 12) In a northwesterly direction along the arc of said curve to the right having a radius of 1273.24 feet, a central angle of 40°34'29" (called 40°30'19"), an arc length of 901.66 feet (called 900.12 feet), and a chord bearing of North 32°37'57" West (called North 32°37' 44" West), for a distance of 882.94 feet (called 881.49 feet) to a called for and found broken TxDOT Type 1 concrete right-of-way monument for tangency;
- 13) North 12°20'42" West (called North 12°18'43" West), for a distance of 581.22 feet (called 581.58 feet) to a 5/8-inch iron rod with cap stamped "TxDOT" for corner, from which a found TxDOT Type 1 concrete right-of-way monument bears North 70°11' East, 0.94 feet;
- 14) North 02°18'54" West (called North 02°19'13" West), for a distance of 517.42 feet to POINT OF BEGINNING and containing 127.57 acres of land. This description has been prepared in conjunction with a Land Title Survey (22103400V-PBLT01.dwg) dated May 11, 2022.

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: May 11, 2022
Job No: 221-034-00
File No: R:\2022\221-034-00\Drawing\Boundary\22103400V-PBLT01.doc

Exhibit A-1
Tract 2 - 4.571 acres

**METES AND BOUNDS DESCRIPTION
BEING 4.571 ACRES
SITUATED IN THE
H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259
BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF A 4.571 ACRE TRACT OF LAND SITUATED IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 49, ABSTRACT 259, BRAZORIA COUNTY, TEXAS. BEING A SOUTHERLY REMAINDER 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 4.571 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 a 5/8-inch iron rod found at the intersection of the northerly right-of-way of County Road 63 (40-feet wide as shown on the plat of the Emigration Land Co. subdivision as per plat recorded under Volume 2, Page 113 of the Brazoria County Plat Records but approximately 60 feet wide as monumented and occupied) with the east line of State Highway 288 (based on the current Texas Department of Transportation (TxDOT) 2018 Alignment and Right-of-Way Maps), and marking the southwesterly corner of said 132.1854 acre tract;

THENCE, along the easterly line of said State Highway 288 the following three (3) courses and distances:

- 1) North 48°10'58" East, passing at 87.03 feet a 5/8-inch iron rod with cap stamped "TxDOT" called for and found for reference and continuing for a total distance of 102.35 feet to a 5/8-inch iron rod found marking a point of curvature;
- 2) 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°16'49", 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 from which a found TxDOT Type 1 concrete right-of-way monument bears South 82°56" East for a distance of 1.27 feet;
- 3) North 47°14'28" East, for a distance of 70.53 feet to a TxDOT Type 1 concrete right-of-way monument called for and found for corner;
- 4) **THENCE**, North 87°39'11" East, passing at a distance of 149.95 a called for and found TxDOT Type 1 concrete right-of-way monument marking the east right-of-way of said State Highway 288 and continuing for a total distance of for a distance of 245.01 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A." found marking a point of curvature;
- 5) **THENCE**, in a southeasterly direction along the arc of said curve to the right having a radius of 940.00 feet, a central angle of 21°27'54", an arc length of 352.15 feet, and a chord bearing of South 81°36'52" East, for a distance of 350.10 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A." found marking the northeasterly corner of the herein described tract of land;
- 6) **THENCE**, South 53°06'17" West, for a distance of 611.91 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A." found in the northerly right-of-way of said County Road 63 and marking the southeasterly corner of the herein described tract of land;
- 7) **THENCE**, South 87°16'27" West, along the northerly right-of-way of County Road 63 for a distance of 381.98 feet to the **POINT OF BEGINNING** and containing 4.571 acres of land.

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

Robert L. Buelsche

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

Date: June 28, 2022
Job No: 191-067-00

File No: R:\2019\191-067-00\Docs\Description\Boundary\19106700V_P003_4.571AC.doc



Exhibit B
PUD

Copy

PETITION FOR CONSENT TO ANNEX LAND INTO
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 32

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF IOWA
COLONY, TEXAS:

The undersigned, BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 32 (the "District"), and McALISTER OPPORTUNITY FUND 2014, L.P., a Delaware limited partnership and McALISTER OPPORTUNITY FUND III, L.P., a Delaware limited partnership (collectively, the "Petitioners"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition the City Council of the CITY OF IOWA COLONY, TEXAS (the "City"), for its written consent to the annexation by the District of the 60.01 acres of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code.

II.

The Petitioners hold fee simple title to the Land, as indicated by the certificates of ownership provided by the Brazoria County Appraisal District.

III.

The Land is situated wholly within Brazoria County, Texas. No part of the Land is within the limits of any incorporated city, town or village, and no part of the Land is within the extraterritorial jurisdiction (as such term is defined in Local Government Code Section 42.001 et seq., as amended) of any city, town or village except the City. All of the Land may properly be annexed into the District.

IV.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, a drainage and storm sewer system, road facilities, and parks and recreational facilities.

V.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Brazoria County, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system, an adequate drainage system, road facilities, nor parks or recreational facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system, a drainage and storm sewer system, road facilities, and parks and recreational facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system, such drainage and storm sewer system, such road facilities, and such parks and recreational facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VI.

The undersigned estimate, from such information as they have at this time, that the cost of extending the District's facilities, not including internal lines and facilities, to serve the Land is under \$500,000.

VII.

The Petitioners and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioners and the District will adopt and abide by the conditions set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on this 25th day of August, 2022.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 32

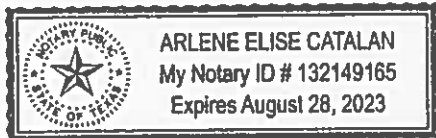
By: Mary Tyson
Name: Mary Tyson
Title: President

THE STATE OF TEXAS

COUNTY OF Harris

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§
§

This instrument was acknowledged before me on this 25th day of August, 2022, by Mary Tyson, as President, of the Board of Directors of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 32, a political subdivision of the State of Texas, on behalf of said political subdivision.



(NOTARY SEAL)

Arlene Catalan
Notary Public, State of Texas

MCALISTER OPPORTUNITY FUND 2014, L.P., a
Delaware limited partnership

By: MOF 2014 GP, LLC, a Delaware limited
liability company, its General Partner

By: 

Paul Conner, Manager

STATE OF TEXAS

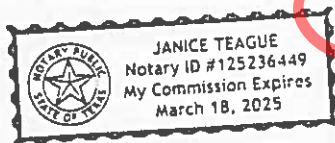
COUNTY OF HARRIS


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This instrument was acknowledged before me on September 8, 2022, by Paul Conner, Manager of MOF 2014 GP, LLC, a Delaware limited liability company, General Partner of MCALISTER OPPORTUNITY FUND 2014, L.P., a Delaware limited partnership, on behalf of said limited partnership and said limited liability company.




Notary Public, State of Texas

(NOTARY SEAL)

MCALISTER OPPORTUNITY FUND III, L.P., a
Delaware limited partnership

By: MREEF 2017 GP, LLC, a Delaware
limited liability company, its General
Partner

By: 

Paul Conner, Manager

STATE OF TEXAS

§

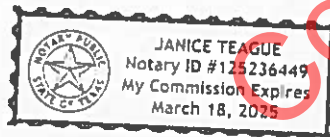
COUNTY OF

HARRIS

§

§

This instrument was acknowledged before me on September 8, 2022, by Paul Conner, Manager of MREEF 2017 GP, LLC, a Delaware limited liability company, General Partner of MCALISTER OPPORTUNITY FUND III, L.P., a Delaware limited partnership, on behalf of said limited partnership and said limited liability company.




Notary Public, State of Texas

(NOTARY SEAL)

Exhibit A
The Annexed Land

METES AND BOUNDS DESCRIPTION
60.01 ACRES OF LAND IN SECTION 68 OF THE
H.T. & B. RR. Co. SURVEY, ABSTRACT No. 561,
BRAZORIA COUNTY, TEXAS

BEING 60.01 acres of land situated in Section 68 of the H.T. & B. RR. Co. Survey, Abstract No. 561, Brazoria County, Texas; being the south 1/2 of the northwest 1/4 of the southeast 1/4 and the southwest 1/4 of the southeast 1/4 of said Section 68, said tract being described as 60 acres in the deed to Iowa Colony Sterling Lakes, LTD, recorded in Brazoria County Clerks File No. 2003075437, Official Public Records of Brazoria County, Texas and being part of a 1,101.117 acre tract (Tract I) in the deed to Iowa Colony Sterling Lakes, LTD., recorded in Brazoria County Clerks File No. 2003075438, Official Public Records of Brazoria County, Texas, said 60.01 acre tract is described by metes and bounds as follows:

BEGINNING at a found 5/8 inch iron rod for the southeast corner of said 60 acre tract on the south line of said Section 68 and the north line of Section 58 of the H.T. & B. RR. Co. Survey, Abstract No. 516, Brazoria County, Texas, said corner being the southwest corner of a 10.021 acre tract (described as Tract 4) in the Tigdig partition deed recorded in Volume 997, Page 187, Deed Records Brazoria County, Texas, said corner being a re-entrant corner of said 1,101.117 acre tract;

THENCE, South 86 degrees 48 minutes 55 seconds West, with the common line of said Section 68 and Section 58, crossing said 1,101.117 acre tract, 1,320.10 feet to a found 5/8 inch "Pate Surveying" plastic capped iron rod on the west line of said 1,101.117 acre tract, for the southwest corner of said 60 acre tract, the southeast corner of a 40 acre tract described in the deed to E.R.M. Holdings, Inc., recorded in Brazoria County Clerks File No. 2015023061, Official Public Records of Brazoria County, Texas and for the northeast corner of a 29.88 acre tract described in the deed to Dominic & Tanya Magnbosco recorded in Brazoria County Clerks File No. 2014025894, Official Public Records of Brazoria County, Texas;

THENCE, North 02 degrees 54 minutes 29 seconds West, with the west line of said 60 acre tract, the east line of said 40 acre tract and partially with the east line of a 200 acre tract being a portion of AA Sharp Investments, LTD. tracts, as recorded in Brazoria County Clerks File No. 2007068904, Official Public Records of Brazoria County, Texas (said 200 acre tract described as Tract 9 in Volume 1004, Page 766, Deed Records Brazoria County, Texas), 1,979.67 feet to a found 3/4 inch iron pipe for the northwest corner of said 60 acre tract, a southeast corner of said 200 acre tract and the southwest corner of a 60 acre tract described in a deed to George Saji recorded in Brazoria County Clerks File No. 2015023061, Official Public Records of Brazoria County, Texas;

THENCE, North 86 degrees 44 minutes 51 seconds East, with the north line of said 60 acre tract and a south line of said Saji 60 acre tract, 1,320.00 feet to a point for the northeast corner of said 60 acre tract and a re-entrant corner of said Saji 60 acre tract, from said point a found 3/4 inch iron pipe bears North 86 degrees 44 minutes 51 seconds East, 0.44 feet;

THENCE, South 02 degrees 54 minutes 40 seconds East, with a west line of said Saji 60 acre tract and with the west line of said Tigdig Partition tracts, 1,981.23 feet to the **POINT OF BEGINNING** and containing 60.01 acres of land.

The bearings herein were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204), NAD 83 CORS adjustment. The distances herein are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.99986213.

This description was prepared in conjunction with surveys made on the ground in March of 2017.

Copy

Exhibit B
Consent Conditions

(a) The District may issue bonds, including refunding bonds, only for the purpose of purchasing, refinancing, designing and constructing, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, and fire, parks and recreational facilities, and streets and thoroughfares, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. No bonds will be issued with a final maturity date more than 25 years from the date of issuance, and the first principal maturity must occur within five years of the date of issuance. The Bonds shall have level debt service requirements. Level debt service shall mean that during the period beginning with the calendar year of the first principal payment on a bond issue and ending in the calendar year of the final scheduled maturity of said issue, the spread from the greatest debt service in a calendar year during said period to the least debt service in a calendar year during said period shall not be more than \$20,000. Compliance with this requirement may be satisfied by submitting a proposed Preliminary Official Statement and estimated bid with a pro-forma debt service schedule for the purpose of bonds showing the proposed maturity pattern that shows coupons, interest and total debt service requirements that meets the required standard above to the City for prior approval. Having shown intent to comply by getting approval of the structure by the City in advance of advertising for sale will be sufficient in the event the actual results of a competitive sale return debt service payments that otherwise would not meet the standard of \$15,000 difference between maximum and minimum annual debt service payments. Such bonds must provide that the District reserves the right to redeem said bonds on any date subsequent to the 10th anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for less than 97 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the advertisement for the sale of such bonds. No bonds of the District may be issued without specific City consent if the City has given notice to the District that it intends to dissolve the District in accordance with applicable law within 120 or fewer days after such notice.

(b) Any refunding bonds of the District must provide for level debt service savings (annual savings must be approximately equal for each year with no more than

\$7,500 between the maximum and minimum savings per year except for the first partial year and the first full calendar year), a minimum of three percent present value savings, and no maturity beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

(c) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage facilities and roadways and thoroughfares to serve the District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the standard specifications of the City. All water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections. All roads and thoroughfares within the District will comply with the City's standard plans and specifications as amended from time to time.

(d) Before the expenditure by the District of bond proceeds for the acquisition construction or development of recreational facilities, the District shall obtain and maintain on file, from a registered landscape architect, registered professional engineer or a design professional allowed by law to engage in architecture, a certification that the recreational facilities, as constructed, conform to the applicable recreational facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such recreational facilities to the City of Iowa Colony.

(e) Before the expenditure by the District of bond proceeds for the acquisition, construction or development of facilities for fire-fighting services, the District shall obtain and maintain on file, from a registered architect, registered professional engineer or a design professional allowed by law to engage in facility - design and construction, a certification that the facilities for fire-fighting services, as constructed, conform to the applicable fire-fighting facilities design standards and specifications of the City of Iowa Colony and shall submit a copy of the certification and the "as built" plans and specifications for such facilities for fire-fighting services to the City of Iowa Colony.

(f) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on

Environmental Quality, or such successor agency as the legislature may establish ("TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the City of Iowa Colony as well as to the TCEQ. The District will agree that representatives of the City of Iowa Colony may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(g) The District, its board of directors, officers, developers, and/ or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(h) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the City of Iowa Colony of a plat which will be duly recorded in the Real Property Records of Brazoria County, Texas, or otherwise comply with the rules and regulations of the City of Iowa Colony.

(i) Brazoria County Municipal Utility District No. 32 ("the District") shall pay fifty percent (herein called "District's Construction Cost") of the costs associated with the design and construction of a ½ boulevard (2 lanes) of Ames Boulevard from Cedar Rapids Parkway (CR 57) south approximately 1300 linear feet (herein called "the Half Boulevard Project").

(j) No later than thirty days after the City invoices the District for the District's Construction Cost, the District 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 Construction Cost.

(k) The City shall apply the cash deposit to the cost of the Half Boulevard Project.

(l) 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 Construction Cost, then the City Engineer shall so notify the District, who shall then 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 Construction Cost remaining at that time. Any reference herein to the cash deposit shall mean that amount as amended pursuant to this paragraph.

(m) Upon completion of the construction of the Half Boulevard Project, either:
(a) the City shall refund any portion of the cash deposit that exceeds the final, actual District's Construction Cost to the person that paid it to the City; or (2) if the final, actual District's Construction Cost exceeds the cash deposit, then the District shall pay the City the difference.

(n) 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.

(o) 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 to the City.

(p) 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.

(q) 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.

(r) Maximum Bond Spread. Section (a) of Exhibit "B" of the foregoing resolution refers to a maximum spread of bonds of even maturities of \$20,000 but then says \$15,000. The correct number is \$20,000. This paragraph does not change any language of that section except for that number.



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

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 15th day of August, 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
Councilman McLean Barnett
Councilwoman Marquette Greene-Young
Councilman Wil Kennedy
Councilman Chad Wilsey

And Councilwoman Arnetta Murray being absent, constituting a quorum at which time the following business was transacted.

WORKSESSION- 6:00 P.M.

1. Mayor Pro Tem Wilsey called the work session to order at 6:01 P.M.
2. Citizens Comments and Presentations.
 - Carolyn Bowen presented her thoughts on the 50th Birthday Bash. She feels like all the people from the beginning need to be recognized and there needs to be a lot of thought put into this event. She stated that her feelings were hurt that she was not the first person contacted for this.
 - Tim Varlack spoke in regards to the fourth item on the agenda. He is a Planning and Zoning Commission member and at the meetings they have pushed for the developers to put their plans into some sort of documentation so it is clear what they are doing and what their plan is. He encourages the Council to push for developers to put their plans in a document form so the community understands what is taking place all around us.
3. Discussion on 50th Birthday Bash and other city events. City Secretary, Kayleen Rosser gave an overview of the 50th Birthday Bash. City Manager, Robert Hemminger asked Council for ideas on themes for future city events. Councilman Wilsey gave input on the birthday bash and stated that he would volunteer his time to help put something together for this. Councilman Barnett agreed with Councilman Wilsey that the legacy residents should be highlighted and showcased. Councilwoman Greene-Young appreciates all the hard work it took to get to this point. In Ms. Bowens email she mentioned that they consider January to be the date of incorporation and we want to make sure that we celebrate and embrace all the hard work that

was put into incorporating. Councilman Kennedy talked to Robert about having an event in Iowa Colony and in learning more about the agenda he doesn't see where the agenda doesn't accommodate the concerns that Ms. Bowen addressed. He sees this as creating a culture of community in Iowa Colony. He is not opposed to having multiple events but we need to find a balance in finding these competing demands and be mindful of the financial times we are living in. He thanked Ms. Bowen for sharing with them.

4. Discussion on Land Tejas/Starwood amenity package and plans. Josh Wadley with Land Tejas presented the Sierra Vista West Amenity package.

5. Discussion on grant applications – Safe Streets & Roads for All / Fitness Court. City Manager, Robert Hemminger presented an overview of the safe streets & roads for all grant opportunity. He also discussed the outdoor fitness court concept with the information that the grant portion was too much for this upcoming budget.

6. Discussion on *For the People* video segment. Councilman Kennedy presented the idea to provide the community with a recap of the Council Meetings by recording a video segment of a Council member and the City Manager giving a summary of the previous council meeting and posting it on social media. He stated this was not his idea but a response to a citizen's request. Mayor Byrum-Bratsen stated he feels like if we are going to do this, it should just be the City Manager providing a summary of what occurred at the meeting.

7. Discussion on update to the FY 22-23 Budget Calendar. Larry Boyd, City Attorney explained the revision to the budget and tax calendar.

8. Discussion on Flock video system. Chief Bell stated that the Flock system is a license plate reader that is used by law enforcement and other entities. Chief introduced Mr. Dale Anzalone to present the flock video system as a video surveillance system that would help with our investigative capabilities.

9. The worksession was adjourned at 6:59 P.M.

REGULAR MEETING – 7:00 P.M.

1. Mayor Byrum-Bratsen called the meeting to order at 7:09 P.M.

2. Pledge of Allegiance and Texas Pledge were recited.

3. PUBLIC HEARING

- Hold a public hearing on the approval of a crime control plan and budget of the Iowa Colony Crime Control and Prevention District. Mayor Byrum-Bratsen opened the public hearing at 7:10 P.M. There were no comments from the public. Mayor Byrum-Bratsen closed the public hearing at 8:01 P.M.

4. Citizens Comments and Presentations.

- ESD No. 3 to present “Stop the Bleed” Kits- Brazoria County Emergency Services District Chief Welch presented Chief Bell with “Stop the Bleed Kits”.
- Fire Chief, Josh Walters stated that with the change in administration at the Fire Department they realized that a lot of people don't know what they do or what they are about. They provided information about the Iowa Colony Volunteer Fire Department and invited everyone to attend a training on Mondays at 7 P.M.
- Carolyn Bowen spoke regarding appraisal district protests and she disagrees with raising the taxes.

EXECUTIVE SESSION- 7:17 P.M.

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

- Limited legal aspects of new public safety center.
- Discussion of hiring full time City Attorney

POST EXECUTIVE SESSION- 7:54 P.M.

5. Mayor's comments or reports. He reported that school starts back this week and please be mindful of the school zones.

6. Council comments or reports.

- Councilman Barnett commented on the school zones and to please be careful. Traffic lights are up and please be careful.
- Councilwoman Greene-Young stated that the traffic lights are up and it took a lot of effort to get them. Thank you to Kayleen and Robert for the Birthday Bash. She thanked Carolyn for educating her on the history of Iowa Colony and mentioned it helps her appreciate it even more.
- Councilman Kennedy prayed aloud. He mentioned that Thursday is the transition day for Alvin ISD. Partners on Patrol where the community will be out offering assurance and letting them know we care. He is looking forward to the birthday bash celebration.
- Councilman Wilsey missed everyone last month as he was absent. Iowa Colony had their first football game last week.

7. Staff Reports.

- Contract City Attorney, Larry Boyd mentioned Iowa Colony has had so much growth and Iowa Colony needs more legal services than he is able to handle and it is time for the City to hire a full time City Attorney.

8. Consideration and possible action to approve a contract with Sterling Structures for construction of the new public safety center. Mayor Byrum - Bratsen made a motion to approve a contract including Amendment No. 1 with Sterling Structures for the construction of the new public safety building. Seconded by Councilman Kennedy. Approved unanimously with five ayes.

9. Consideration and possible action concerning the approval of a crime control plan and budget of the Iowa Colony Crime Control and Prevention District for fiscal year 2023. Councilwoman Greene-Young made a motion to approve the crime control plan and budget of the Iowa Colony Crime Control and Prevention District for fiscal year 2023. Seconded by Councilman Kennedy. Approved unanimously.

10. Consideration and possible action to propose (not adopt) a tax rate by a record vote. Councilman Kennedy made a motion to propose a not to exceed tax rate of \$0.519209 for fiscal year 2022-2023. Seconded by Councilwoman Greene-Young. A roll call vote was taken. Councilman Barnett voted aye. Councilwoman Murray was absent. Mayor Byrum-Bratsen voted

aye. Councilwoman Greene-Young voted aye. Councilman Kennedy voted aye. Councilman Wilsey voted aye. Approved unanimously with five ayes.

11. Consideration and possible action to revise and announce the dates and times of public hearings on budget and tax rate and meetings to adopt them. Councilman Barnett made a motion to revise the budget calendar and hold the public hearing on the proposed budget on Monday, September 12, 2022 at 6:00 P.M. and the public hearing on the proposed tax rate on Monday, September 19, 2022 at 7:00 P.M. both meetings to be held at Iowa Colony City Hall in the Council Chambers and allow the City Manager to adjust this schedule if necessary. Seconded by Councilman Kennedy. Approved unanimously.

12. Consideration and possible action to authorize staff to complete action plan grant application for safe streets and roads for all grant program. Councilman Wilsey made a motion to authorize staff to complete action plan grant application for safe streets and roads for all grant program. Seconded by Councilwoman Greene-Young. Approved unanimously with five ayes.

13. Consideration and possible action on the MOU with Brazoria County for radio system usage. Councilwoman Greene-Young made a motion to approve an interlocal agreement with Brazoria County for radio system usage. Seconded by Councilman Barnett. Approved unanimously.

14. Consideration and possible action on the Flock video system agreement. No action was taken.

15. Consideration and possible action to approve the development agreement with Hines for the 949-acre SH 288 tract including the plan of development. Councilman Kennedy made a motion to approve the development agreement with Hines for the 949-acre SH 288 tract including the plan of development. Seconded by Councilman Wilsey. Approved unanimously.

16. Consideration and possible action to approve a resolution consenting to the creation of Brazoria County Mud No. 92. Councilman Wilsey made a motion to approve a resolution consenting to the creation of Brazoria County Mud No. 92. Seconded by Councilman Barnett. Approved unanimously.

17. Consideration and possible action to approve the utility agreement with Hines and MUD No. 92 for the 949-acre SH 288 tract. Councilman Wilsey made a motion to approve the utility agreement with Hines and MUD No. 92 for the 949-acre SH 288 tract. Seconded by Councilwoman Greene-Young. Approved unanimously.

18. Consideration and possible action on an ordinance authorizing the ICDA to issue bond package not to exceed \$8,000,000. Councilman Barnett made a motion to authorize the ICDA to issue bond package not to exceed \$8,000,000. Seconded by Councilwoman Greene-Young. The City Secretary read the Ordinance caption aloud. Approved unanimously.

19. Consideration and possible action to approve a contract with Masterson Advisors LLC for continuing disclosure services. Councilman Wilsey made a motion to approve a contract with Masterson Advisors LLC for continuing disclosure services. Seconded by Councilman Kennedy. Approved unanimously.

20. Consideration and possible action on a resolution approving Amendment No. 1 to the Development Agreement and Plan of Development for Sierra Vista West. Councilwoman Greene-Young made a motion to approve Amendment No. 1 to the Development Agreement and Plan of Development for Sierra Vista West including the language that if all signatures are not received in two weeks from today by the close of business day the agreement lapses. Seconded by Councilman Barnett. Approved unanimously.

21. Consideration and possible action on a resolution approving Amendment No. 2 to the Development Agreement and Plan of Development for Sterling Lakes/Sierra Vista. Councilwoman Greene-Young made a motion to approve Amendment No. 2 to the Development Agreement and Plan of Development for Sterling Lakes/Sierra Vista including the language that if all signatures are not received in two weeks from today by the close of business day the agreement lapses. Seconded by Councilman Barnett. Approved unanimously.

Consent Agenda-Ordinances

- A. Consideration and possible action to approve an ordinance on second and final reading amending Ordinance No. 2016-10 regarding records management and designating a records management officer. Councilman Kennedy made a motion to approve an ordinance on second and final reading amending Ordinance No. 2016-10 regarding records management and designating a records management officer. Seconded by Councilwoman Greene-Young. The Ordinance caption was read aloud by the City Secretary. Approved unanimously.

Consent Agenda- Consideration and possible action to approve the following consent agenda items. Councilman Barnett made a motion to approve all consent items as presented. Seconded by Councilman Wilsey. Approved unanimously.

- A. Approval of minutes of the following meetings
 - o July 18, 2022
- B. Approval of the following plats as recommended by the Planning and Zoning Commission.
 - o Sierra Vista West Section 10 Final Plat
 - o Hayes Creek Estates Preliminary Plat
- C. Approval of the quarterly investment report
- D. Approval of the following Infrastructure Approvals/Acceptances
 - o BCMUD 53 Wastewater Treatment Plant Phase 1, Onsite Lift Station and Offsite Lift Station- Approve facilities into One Year Maintenance Period
 - o Sierra Vista West Section 2 – Final Approval of Water, Sanitary, Drainage and Paving Facilities

- Sierra Vista West Section 3 – Final Approval of Water, Sanitary, Drainage and Paving Facilities
- Sierra Vista Section 7 and Crystal View Drive Phase 1 – Final Approval of Water, Sanitary, Drainage and Paving Facilities
- Crystal View Drive Phase II and Ames Boulevard Phase I– Final Approval of Crystal View Drive Phase II Water, Sanitary, Drainage and Paving and Ames Boulevard Phase I Sanitary Sewer Facilities Only.
- Karsten Boulevard Phase IIA – Final Approval of Water, Drainage and Paving Facilities.
- Karsten Boulevard Phase IIB and Phase III- Final Approval of Water, Drainage and Paving Facilities.
- Sierra Vista Section 6 and Tyndall Mist Dr. – Final Approval of Water, Sanitary, Drainage, and Paving Facilities.

E. Approval of an early plat agreement for Sierra Vista West Section 10

22. The meeting was adjourned at 8:41 P.M.

APPROVED THIS 19th DAY OF SEPTEMBER, 2022.

ATTEST:

Kayleen Rosser, City Secretary

Michael Byrum-Bratsen, Mayor



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

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 12th day of August, 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
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 and Presentations. There were no comments from the public.

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

4. PUBLIC HEARING

- Hold a public hearing on the budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$609,056 OR 23.69%, AND OF THAT AMOUNT \$461,660 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

Mayor Byrum- Bratsen opened the public hearing at 6:01 P.M.

- Brenda Ledbetter - 4113 Cedar Rapids Parkway spoke against raising city taxes. She stated that since the appraisals are higher the city is receiving more tax dollars. There is money coming in from the crime control budget and the fire department is receiving money on the water bill. She

asked why are we needing to have such a tax increase? She asked can we maybe budget for the long term and not spend all the money right at this time? She stated that city has new appraised values which brings more money in as well as new houses being built and that is extra revenue. She asked when do we stop this and decide to put some in savings?

- Carolyn Bowen- 9102 Iowa Colony Blvd. She read aloud property values of her clients, not necessarily those who live in Iowa Colony but those who are in Brazoria County. For 50 years she has gone to Angleton to protest. This has been the hardest year she has had to deal with. She stated they are not being flexible or budging. The only time they have had to raise their rate was in 2008 when the values went down. They keep in balance with the values and the rate. She does not see a need to raise taxes or keep them the same. She thinks they need to go down. She asked the Council to please take the people into consideration.
- Brenda Dillon- 4402 Bullard Parkway is in favor of the budget and the tax increase. She likes that she can depend on our Police Officers and staff. She supports our Police Chief and his officers. She believes the staff needs to be compensated. The price of everything is going up. She stated that if we want top service, we have to pay for it.
- Rodney Estrada- 3431 Lake Court- Mr. Estrada did not wish to verbally address the council, but did want his comments noted. He is opposed to the tax increase as we have many homes being built which creates more revenue. Also, with the addition of more businesses coming into the area this equals to more revenue to the city. In his opinion there is no need to raise taxes and put the burden on the landowners.

Mayor Byrum-Bratsen closed the public hearing at 6:12 P.M.

The Council discussed their thoughts and concerns.

- Councilman Wilsey agrees with all the comments from the public. He agrees with Ms. Bowen that this year is tough. He supports the new police station and building the department. He would like to see us shave some money off the budget.
- Councilwoman Greene-Young also agrees with everyone. She stated that Council also lives in Iowa Colony and they also pay the taxes. She does not take the decision lightly. She agrees that we do need to pay for services and we do need to have good police officers and staff. Even though we have that now, she mentioned that we could lose them if we are not keeping up and compensating them. This is not just salary. This includes insurance, trainings, and other things. We are trying to grow Iowa Colony and in doing that we have to think ahead and not just for today.
- Mayor Byrum-Bratsen stated that he chose to live and raise a family in the city as a city, can provide services that the county and state can't and they can do it cheaper and more efficiently. He stated that there is no comparison of what we had then to what we have now and he is perfectly happy to pay for the services we have now. We have to think of the city as a whole and we have to focus on the future and not just the now or we get to the future and then we are stuck. We have outgrown this building and we had to take out debt to build a new building. Tax increases may not be great but are necessary at times.
- Councilman Barnett stated that he had a lot of questions about the proposed budget. He asked about certain line items in the budget including the roads, bridges, and drainage. He asked why the parks and recreation line has been doubled. He was under the impression that the donations that were received for Fourth of July paid for that event. He asked what is community development? He asked about the line item listed as land purchase and improvement for the police station. He stated that he supports our police and staff to be paid well but doesn't want the tax increase to only be for this other than paying additional debt because we are going to increase the tax rate and pay our staff well and that's it. He stated that is all that been highlighted to him.
- Councilwoman Murray stated that even though there may be a tax increase that we need to provide the correct information to the residents. She stated it is time for our police officers to make more money and be comparable to other cities in Brazoria County. There is a lot of crime going on. We want to make sure we are doing what is right for the citizens. We are doing the best

that we can and we want to provide the truth and correct information to the residents. It is all how you portray it.

5. The meeting was adjourned at 6:47 P.M.

APPROVED THIS 19th DAY OF SEPTEMBER, 2022.

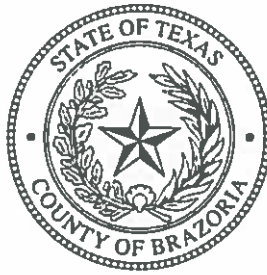
ATTEST:

Kayleen Rosser, City Secretary

Michael Byrum-Bratsen, Mayor

Copy

Matt Hanks, P.E.
COUNTY ENGINEER



Trey Haskins, P.E., CFM
ASST. COUNTY ENGINEER

Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

(979) 864-1265
ANGLETON

(979) 388-1265
CLUTE

(281) 756-1265
HOUSTON

(979) 864-1270
FAX

BRAZORIA COUNTY ENGINEERING
451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515

July 28, 2022

City of Iowa Colony
12003 County Road 65
Rosharon, TX. 77583-5719

RE: Fiscal Year 2023 Road Project Request

Dear Mayor:

Please complete and return the enclosed Project Request, listing all "Road Construction" projects (in priority order) for which you are requesting labor and equipment from Brazoria County Road and Bridge during Fiscal Year 2023. Please do not include the roads from you FY 2022 road project request.

Each request submitted requires the approval of your Mayor. It is very important for our Superintendent to be involved in the negotiation and planning process with your Administration as to some level of work the County can accomplish for you. **Please return your completed Project Request to the attention of Mandie Kelly prior to October 1, 2022.**

We are encouraging you to consider that the County would prefer to do overlays only for "road construction". Doing sub-base, base and stabilization of road materials is quite consuming and ties up many of our resources that we need to be using on other county jobs. We are requesting that you limit "road construction" to approximately two miles per year and fill out the attached Project Request form in Priority order.

The County Road and Bridge Act authorized a Commissioners' Court to expend county funds and utilize county equipment to do road and street work within incorporated cities and towns, provided the governing body of the city or town consents and it does not interfere with county road and bridge projects. Therefore, work under this Interlocal agreement must be initiated by submitting a written request signed by your Mayor to the Engineer's Office. If such work is determined to be a benefit to the County by Commissioners' Court, work will be performed as quickly as our Road Superintendent is able to schedule in coordination with other projects and commitments.

If unexpected projects come up during the year, please follow the same process of involving our appropriate Service Center Road Superintendent is able to schedule in coordination with other projects and commitments.

It is not necessary to involve the Superintendent in the planning process for driveways to be set, or pothole patching. However, in the order to better serve your needs please list location, name and contact number of the person requesting the work. **Culverts must be on-site with area staked out.** The County will assist in spreading material providing the material is on-site prior to our arrival to perform the work.

Cities are responsible for all material (road material, patching material, signs, culverts, etc.) and may purchase through the County's suppliers providing they have a "separate" Interlocal agreement with the Brazoria County Purchasing Department to do so.

Cities will be involved for material depleted from County Road and Bridge inventory. Cities should obtain a Purchase Order directly with supplier, paying the supplier direct for material costs.

If you have any questions, please contact Mandie Kelly at (979)864-1265.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Matt Hanks', is written over a large, diagonal red 'COPY' watermark.

Matt Hanks, PE
County Engineer

MH/MK

If unexpected projects come up during the year, please follow the same process of involving our appropriate Service Center Road Superintendent is able to schedule in coordination with other projects and commitments.

It is not necessary to involve the Superintendent in the planning process for driveways to be set, or pothole patching. However, in the order to better serve your needs please list location, name and contact number of the person requesting the work. **Culverts must be on-site with area staked out.** The County will assist in spreading material providing the material is on-site prior to our arrival to perform the work.

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If you have any questions, please contact Mandie Kelly at (979)864-1265.

Sincerely,

Matt Hanks, PE
County Engineer

MH/MK

City of Iowa Colony
Interlocal Agreement Project Request Summary FY-23

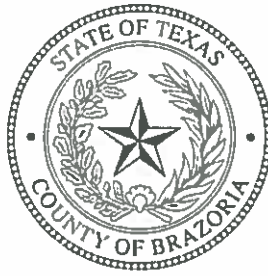
STREET/LOCATION	LIMITS (TO - FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects ONLY)	FOR OFFICE USE ONLY
Iowa Colony Blvd. (CR 65)	From Davenport Pkwy. (CR 64) south 2400 LF	2400'	20'	Mill and Overlay	
Cedar Rapids (CR 57)	From Iowa Colony Blvd. (CR 65) east 3000 LF	3000'	20'	Mill and Overlay	
Bullard Pkwy (CR 81)	From E. Colony Loop (CR 79) east east 2000 LF	2000'	20'	Mill and Overlay	
Duke Road	From Ames Blvd. east 3000 LF	3000'	20'	Mill and Overlay	

Note: Each page submitted must be approved by the Mayor.
Return to: County Engineer's Office

Approved By: Mayor

Please return your completed Project Request to the attention of Monica Kelly prior to October 1, 2022.

Matt Hanks, P.E.
COUNTY ENGINEER



Trey Haskins, P.E., CFM
ASST. COUNTY ENGINEER

Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

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BRAZORIA COUNTY ENGINEERING

451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515

July 28, 2022

City of Iowa Colony
12003 County Road 65
Rosharon, TX. 77583-5719
Attn: Mayor of Iowa Colony

RE: Interlocal Agreement with Brazoria County and the City of Iowa Colony

Please find two copies of the above referenced Interlocal Agreement between Brazoria County and the City of Iowa Colony. Please carefully review the conditions of the agreement and have it signed by the Mayor of the City of Iowa Colony. Please return one signed copy back to the Brazoria County Engineer's Office.

If you have any questions, please contact Mandie Kelly at (979) 864-1265.

Sincerely,

A handwritten signature in blue ink, appearing to be "MH", is written over a blue horizontal line.

Matt Hanks, PE
County Engineer

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF IOWA COLONY, acting through its Mayor (hereinafter "CITY").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2022, to September 30, 2023. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the COUNTY agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the CITY OF IOWA COLONY, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link

to, other roads and highways is allowed if such work is determined to be a benefit to the County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

- (1) By the COUNTY through use of county equipment;
- (2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for

each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the COUNTY in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

BRAZORIA COUNTY, TEXAS


By: L.M. "Matt" Sebesta Jr.
Brazoria County Judge

By: Mayor

DATE: _____

ATTEST:

CITY SECRETARY

Wednesday, August 31, 2022

Lowell Pinnock
America's Home Place
1200 N. Hwy 35 Bypass, Suite B100
Alvin, TX
Email: lpinnock@americashomeplace.com

**Re: Castillo Subdivision Preliminary Plat
Letter of Recommendation to Approve
City of Iowa Colony Project No. 1462
Adico, LLC Project No. 16007-2-256**


Dear Mr. Pinnock;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Castillo Subdivision Preliminary Plat package received on or about August 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 preliminary plat as resubmitted on August 31, 2022. Please provide ten (10) folded prints of the plat to Kayleen Rosser, City Secretary, by no later than August 31, 2022 for consideration at the September 6, 2022 Planning and Zoning Commission 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: 16007-2-256

BRAZORIA COUNTY
TEXAS

LAVACA NAVIGATION COMPANY'S SURVEY
ABSTRACT 328

DEDICATION:

I, ANCIANO CASTILLO, OWNER OF A CALLED 10.00 ACRE TRACT, IN THE LAVACA NAVIGATION COMPANY'S SURVEY, ABSTRACT 328, AND BEING RECORDED AND DESCRIBED UNDER TRACT ONE IN COUNTY CLERK'S FILE NO. 2003-060109 OF THE BRAZORIA COUNTY OFFICIAL RECORDS, BRAZORIA COUNTY, TEXAS, CITY OF IOWA COLONY, AND BEING THE PROPERTY SUBDIVIDED IN THIS REPLAT, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS AND EASEMENTS AS SHOWN HEREON, AND DEDICATED 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 ASSIGNED TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN THE CITY OF IOWA COLONY,
BRAZORIA COUNTY, TEXAS, THIS _____ DAY OF _____, 2022.

ANCIANO CASTILLO
OWNER

NOTARY PUBLIC
STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, ANCIANO CASTILLO, 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 CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES _____, 20____.

PLANNING & ZONING COMMISSIONERS

THIS IS TO CERTIFY THAT THE PLANNING & ZONING COMMISSION OF THE CITY OF IOWA COLONY, TEXAS, HAS APPROVED THIS PLAT OF A 1.00 ACRE TRACT, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCE OF THE CITY OF IOWA COLONY AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS _____ DAY OF _____, 20____.

DAVID HURST
CHAIRMAN

BRENDA DILLON
COMMISSIONER

STEVEN BYRUM-BRATSEN
COMMISSIONER

BRIAN JOHNSON
COMMISSIONER

LES HOSEY
COMMISSIONER

TERRY HAYES
COMMISSIONER

TIMOTHY VARLACK
COMMISSIONER

CITY ENGINEER

THIS IS TO CERTIFY THAT THE CITY OF ENGINEER OF THE CITY OF IOWA COLONY, TEXAS, HAS APPROVED THIS PLAT OF A 1.00 ACRE TRACT, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCE OF THE CITY OF IOWA COLONY AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS _____ DAY OF _____, 20____.

DINH V. HO, P.E.
CITY ENGINEER

CERTIFICATE OF CITY COUNCIL

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS THIS THE _____ DAY OF _____, 20____, HAS APPROVED THIS PLAT OF A 1.00 ACRE TRACT, AS SHOWN HEREON.

MICHAEL BYRUM-BRATSEN
MAYOR

MARQUETTE GREENE-YOUNG
COUNCIL POSITION 3

MCLEAN BARNETT
COUNCIL POSITION 1

WIL KENNEDY
COUNCIL POSITION 4

ARNETTA HICKS-MURRAY
COUNCIL POSITION 2

CHAD WILSEY
COUNCIL POSITION 5

ANCIANO CASTILLO
CALLED 1.00 ACRE
C.F. NO. 2003-060109
B.C.O.R.

40' DEDICATED FOR
RIGHT-OF-WAY (HATCHED AREA)
THIS 0.203 ACRE TRACT IS HEREBY
DEDICATED TO THE PUBLIC FOR
RIGHT-OF-WAY PURPOSES

Copy

SUBJECT
1.406 ACRE
(0.406 ACRES IN R.O.W.)

STATE OF TEXAS
COUNTY OF BRAZORIA

ALL THAT CERTAIN 1.406 ACRES of land being out of a 10.00 acre tract of land out of a called 18.3289 acre tract of land, being part of a called 90.00 acre tract conveyed to Vira S. Huffman by deed dated November 18, 1925, and recorded in Volume 270, Page 263 of the Deed Records of Brazoria County, Texas, and situated in the western portion of Sections 2 and 3, Lavaca Navigation Company Survey, Abstract No. 331 and 328, Brazoria County, Texas; Said 10.00 acre tract being described in Clerk's File No. 2003-060109 of the Official Records of Brazoria County, Texas and more particularly described by notes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

BEGINNING at a 1" iron pipe found for the Northwest corner of said 10.00 acre tract, same being the Southwest corner of a called 1.00 acre tract conveyed to Anciano Castillo, as described in Clerk's File No. 2003-060109 of the Official Records of Brazoria County, Texas;

THENCE North 87°36'27" East, coincident with the common line of said 10.00 acre tract and said called 1.00 acre tract, a distance of 182.42 feet to a set 5/8" iron rod for corner and being the Northwest corner of herein described 1.406 acre tract and being the PLACE OF BEGINNING;

THENCE South 87°36'27" East, coincident with said called 10.00 acre tract and said called 1.00 acre tract, at 197.10 feet pass a set 5/8" iron rod in the new West right-of-way line of County Road 55 (aka BARRD Road), originally a 40 foot right-of-way, and now being increased to a 160' right-of-way, and continue for a total distance of 277.10 feet to a point for the Northeast corner of herein described tract;

THENCE South 2°23'35" East, coincident with the original East right-of-way line of said County Road 55, a distance of 221.00 feet to a point for corner for the Southeast corner of herein described tract;

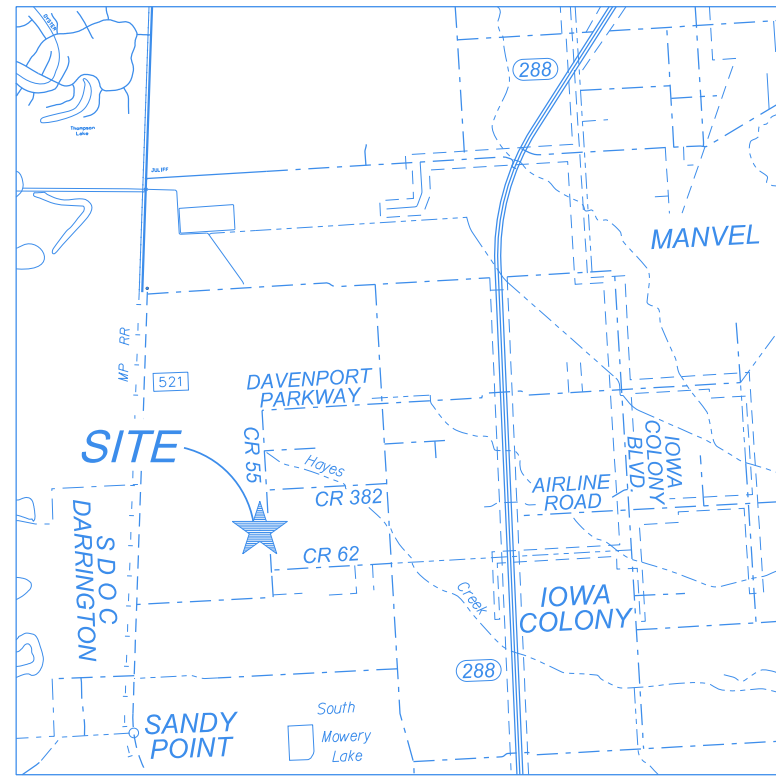
THENCE South 87°36'27" West, along the newly created line, at 40.00 feet pass the original West right-of-way line of said County Road 55, at 80.00 feet pass a set 5/8" iron rod in the new West right-of-way line of said County Road 55, and continue for a total distance of 277.10 feet to a set 5/8" iron rod for the Southwest corner of herein described tract;

THENCE North 02°23'35" West, along the newly created line, a distance of 221.00 feet to the POINT OF BEGINNING, containing 1.406 acres of land, more or less, having 0.406 acres within the right-of-way leaving a net acreage of 1.00 acres.

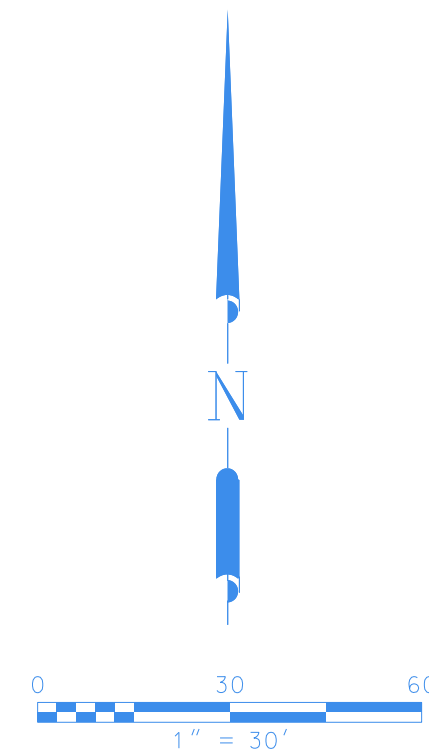
NOTES:

- ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
- ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (0.9998666666)
- THIS PROPERTY IS LOCATED WITHIN THE LIMITS OF ZONE "X" PER FEMA FLOOD INSURANCE RATE MAP NUMBER 48039C0115K, DATED DECEMBER 30, 2020.
- THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT LIES WITHIN BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5.
- OTHER THAN SHOWN HEREON, THERE ARE NO VISIBLE PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
- THE BOUNDARY ERROR OF CLOSING FOR THIS PLAT IS LESS THAN 1:1500.
- THIS SURVEY RELIES ON A TITLE COMMITMENT FROM TEXAN TITLE INSURANCE COMPANY, OF NO.: GV2292105, WITH AN EFFECTIVE DATE OF MAY 5, 2022, AND AN ISSUE DATE OF MAY 12, 2022, FOR ALL ITEMS OF RECORD.
- BUILDING LINES ARE SUBJECT TO CITY OF IOWA COLONY.
- THERE IS AN UNOBSTRUCTED AERIAL EASEMENT 10 FEET WIDE BEGINNING AT A PLANE SIXTEEN FEET FROM THE GROUND UPWARDS, LOCATED ON BOTH SIDES ADJACENT TO THE 10 FOOT WIDE H.L. & P. CO. EASEMENT.
- THE PURPOSE OF THIS SURVEY IS TO DIVIDE A 1.508 ACRE TRACT OUT OF A CALLED 10.00 ACRE TRACT.
- THERE ARE INSTRUMENTS REGARDING ON-SITE WASTEWATER TREATMENT SYSTEM RECORDED IN COUNTY CLERK'S FILE NO. 2015-061505 AND 2022-023200, OF THE BRAZORIA COUNTY OFFICIAL RECORDS.
- ALL MONUMENTS ARE SET TO THE STANDARD OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE COPS AS INDICATED.
- DENOTES A FOUND IRON PIPE/ROD.
- DENOTES A SET 5/8" IRON ROD.
- ELEVATIONS ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) BASED ON N.G.S.'S BENCHMARK "LUN A" AT PUBLISHED ELEVATION OF 23.00 FEET.
- THE APPROVAL OF THE PRELIMINARY PLAT SHALL EXPIRE TWELVE(12) MONTHS AFTER CITY COUNCIL APPROVAL UNLESS THE FINAL PLAT HAS BEEN SUBMITTED FOR FINAL APPROVAL DURING THAT TIME. AN EXTENSION OF TIME MAY BE GIVEN AT THE DISCRETION OF THE CITY COUNCIL FOR A SINGLE EXTENSION PERIOD OF SIX (6) MONTHS.

LAVACA NAVIGATION CO. SURVEY
ABSTRACT #328
SECTION 3
LOT 307



VICINITY MAP



OWNER:
ANCIANO CASTILLO
1103 COUNTY ROAD 62
ROSHARON, TX. 77583

SURVEYOR:
TERRY R. SINGLETARY, REG.#4808
DOYLE & WACHTSTETTER, INC.
131 COMMERCE STREET
CLUTE, TX 77531
(979) 265-3622

TBM
SET 5/8" IRON ROD WITH ORANGE DWI TRAVERSE
POINT CAP WEST OF THE SOUTH END OF 24" CONCRETE
CULVERT. ELEVATION= 54.40 FEET.

CASTILLO
PRELIMINARY REPLAT

OF A

1.406 ACRE TRACT

OUT OF A

CALLED 10.00 ACRE TRACT

KNOWN AS TRACT 1 BEING DESCRIBED AND RECORDED IN

COUNTY CLERK'S FILE NO. 2003-060109

OF THE

BRAZORIA COUNTY OFFICIAL RECORDS

OF THE

LAVACA NAVIGATION COMPANY'S SURVEY
ABSTRACT 328

CITY OF IOWA COLONY

BRAZORIA COUNTY, TEXAS

AUGUST 2022



Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FIRM NO.: 10024500 FAX: 979.265.9940



Terry Singletary
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

Monday, August 22, 2022

Jackie Overton
EHRA Inc.
10555 Westoffice Dr.
Houston, TX 77042

**Re: Meridiana Section 37A Final Plat
Letter of Recommendation to Approve
City of Iowa Colony Project No. 1568
Adico, LLC Project No. 16007-2-258**

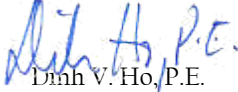
Dear Ms. Overton;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Meridiana Section 37A final plat, received on or about August 18, 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 final plat as resubmitted on August 18, 2022. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Monday, August 29, 2022, for consideration at the September 6, 2022, Planning and Zoning meeting.

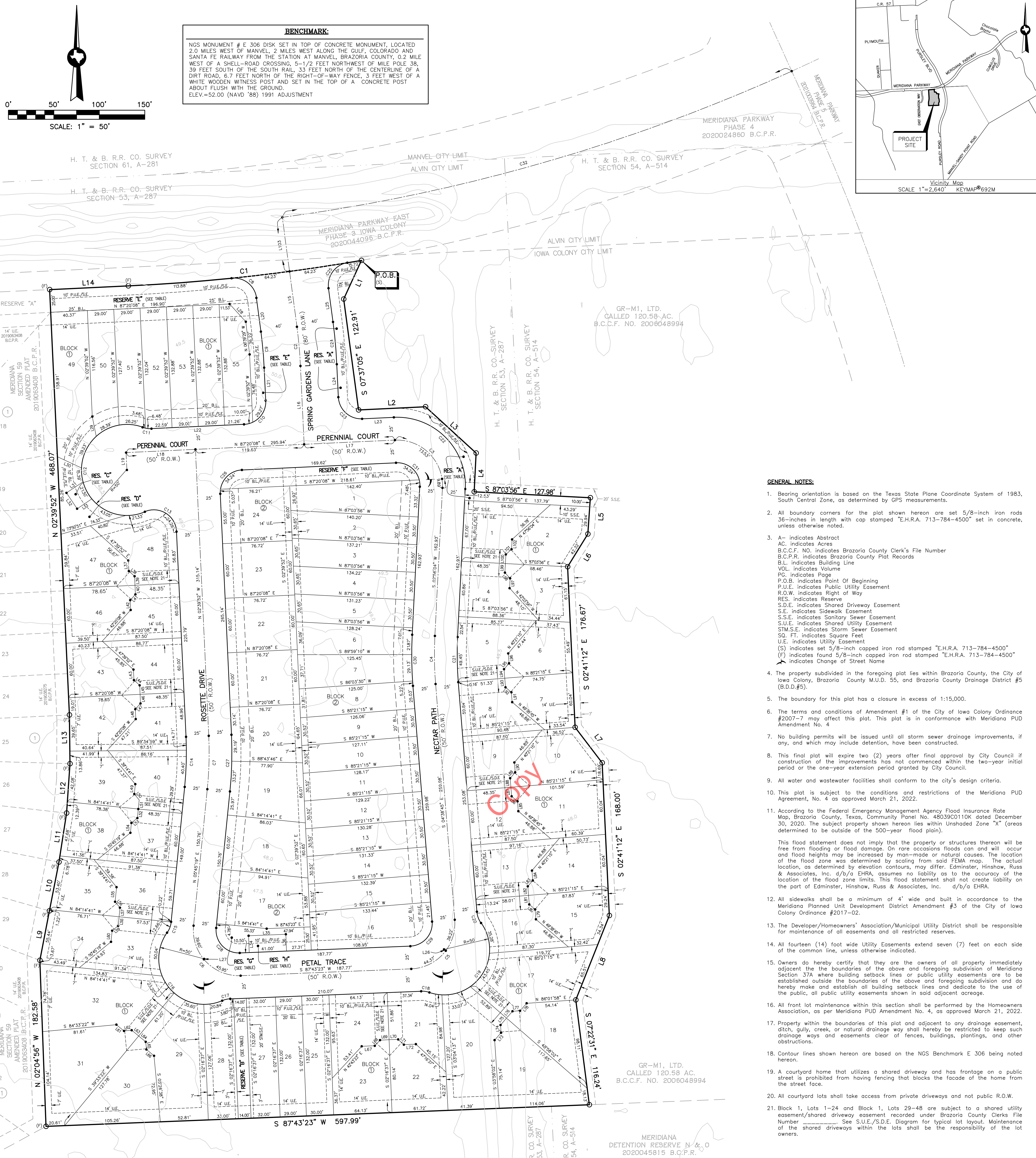
Should you have any questions, please do not hesitate to call me.

Sincerely,
Adico, LLC


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

Copy

**Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-258**

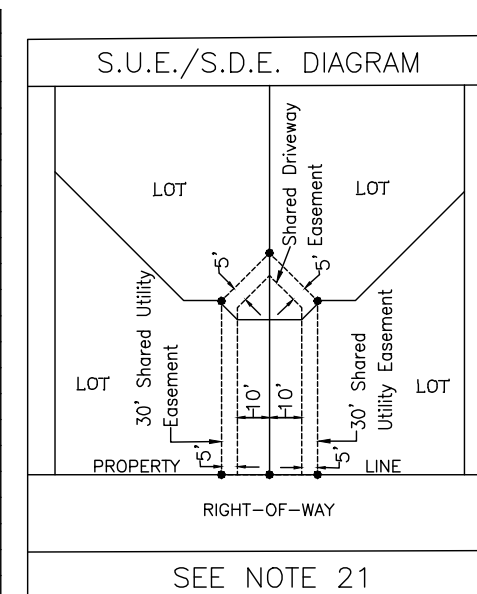


RESERVE	RESTRICTED TO	AREA
A	LANDSCAPE, OPEN SPACE, AND UTILITY PURPOSES	6,603 SQ.FT. / 0.1516 ACRES
B	LANDSCAPE, OPEN SPACE, AND UTILITY PURPOSES	1,848 SQ.FT. / 0.0424 ACRES
C	PARKING	418 SQ.FT. / 0.0096 ACRES
D	LANDSCAPE, OPEN SPACE, RECREATION AND UTILITY PURPOSES	2,313 SQ.FT. / 0.0531 ACRES
E	LANDSCAPE, OPEN SPACE, RECREATION AND UTILITY PURPOSES	7,786 SQ.FT. / 0.1787 ACRES
F	LANDSCAPE, OPEN SPACE, RECREATION AND UTILITY PURPOSES	4,126 SQ.FT. / 0.0947 ACRES
G	LANDSCAPE, OPEN SPACE, RECREATION AND UTILITY PURPOSES	1,968 SQ.FT. / 0.0452 ACRES
H	PARKING	759 SQ.FT. / 0.0174 ACRES
TOTAL		25,821 SQ.FT. / 0.5927 ACRES

NO. OF PROPOSED LOTS	NO. OF GUEST SPACES REQUIRED	NO. OF GUEST SPACES PROVIDED WITHIN R.O.W.	NO. OF GUEST SPACES PROVIDED OUTSIDE R.O.W.
79	20	20	6

CURVE	RADIUS	DELTA ANGLE	CURVE TABLE	CHORD BEARING	CHORD LENGTH
C1	2,060.00'	7°10'39"	258.05'	N 83°44'49" E	257.88'
C2	500.00'	45°57'31"	43.23'	S 05°08'28" E	43.22'
C3	50.00'	95°35'55"	53.43'	N 68°51'54" E	74.05'
C4	400.00'	7°34'48"	52.92'	S 00°51'21" E	52.88'
C5	50.00'	92°22'08"	80.61'	N 41°32'19" W	72.16'
C6	150.00'	98°01'56"	85.55'	N 43°15'59" W	75.49'
C7	400.00'	8°25'11"	58.78'	N 01°32'44" E	58.73'
C8	25.00'	88°12'49"	38.49'	S 51°43'29" E	34.80'
C9	460.00'	45°57'31"	39.77'	S 05°08'28" E	35.36'
C10	25.00'	90°00'00"	39.27'	S 02°22'08" E	35.36'
C11	25.00'	22°49'57"	9.96'	N 81°14'53" W	9.90'
C12	50.00'	22°32'45"	194.94'	S 01°31'17" E	92.92'
C13	25.00'	110°32'48"	48.24'	S 57°56'16" E	41.09'
C14	375.00'	8°25'11"	55.11'	N 01°32'44" W	55.06'
C15	25.00'	29°31'20"	12.88'	S 20°30'59" W	12.74'
C16	50.00'	110°32'48"	129.67'	S 57°56'16" E	111.09'
C17	25.00'	21°02'22"	9.18'	N 71°12'12" E	9.13'
C18	25.00'	21°02'22"	9.18'	S 81°45'26" E	9.13'
C19	50.00'	144°12'06"	125.84'	N 36°39'43" E	13.27'
C20	25.00'	39°47'56"	62.45'	N 01°32'44" E	62.40'
C21	375.00'	7°34'48"	49.61'	N 00°51'21" W	49.58'
C22	75.00'	95°35'55"	125.14'	N 44°51'54" W	111.12'
C23	25.00'	90°00'00"	39.27'	N 47°39'52" W	35.36'
C24	540.00'	45°57'31"	46.69'	N 05°08'28" E	46.67'
C25	25.00'	88°12'49"	38.49'	N 36°29'19" E	34.80'
C26	25.00'	90°00'00"	39.27'	S 42°20'08" E	36.67'
C27	425.00'	27°25'11"	62.45'	N 01°32'44" E	62.40'
C28	25.00'	98°01'56"	42.77'	S 43°15'59" E	37.74'
C29	25.00'	92°22'08"	40.30'	N 41°32'19" E	36.08'
C30	425.00'	27°25'11"	56.23'	N 01°32'44" E	56.19'
C31	25.00'	95°35'55"	41.71'	N 44°51'54" W	37.64'
C32	2,000.00'	16°45'17"	584.85'	N 74°00'16" E	582.77'

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 24°35'51" E	46.76'	L36	S 02°16'37" E	18.50'	L71	N 47°16'37" W	8.49'
L2	N 87°20'08" E	73.72'	L37	S 02°39'52" E	11.58'	L72	S 87°43'23" W	13.21'
L3	S 47°36'48" E	75.38'	L38	S 47°39'52" E	8.49'	L73	N 41°01'58" E	10.85'
L4	S 02°39'52" W	42.66'	L39	N 02°39'52" W	10.00'	L74	N 03°58'02" W	8.49'
L5	S 04°01'11" W	39.94'	L40	N 02°39'52" W	10.00'	L75	N 41°01'58" E	10.00'
L6	S 37°22'21" E	49.12'	L41	N 42°20'08" E	8.49'	L76	N 41°01'58" E	10.00'
L7	S 37°22'21" E	49.12'	L42	N 02°39'52" W	10.85'	L77	S 86°01'58" W	8.49'
L8	S 21°42'59" W	99.85'	L43	S 02°39'52" E	11.58'	L78	S 41°01'58" W	10.85'
L9	N 10°51'30" E	55.44'	L44	S 47°39'52" E	8.49'	L79	N 04°38'45" W	10.85'
L10	N 11°08'14" E	54.61'	L45	N 02°39'52" W	10.00'	L80	N 49°38'45" W	8.49'
L11	N 08°47'20" E	54.47'	L46	N 02°39'52" W	10.00'	L81	N 04°38'45" W	10.00'
L12	N 04°00'04" E	54.47'	L47	N 42°20'08" E	8.49'	L82	N 04°38'45" W	10.00'
L13	N 07°37'05" E	37.41'	L48	N 02°39'52" W	10.85'	L83	S 40°21'15" W	8.49'
L14	N 87°20'08" E	86.58'	L49	N 05°45'19" W	10.85'	L84	N 04°38'45" W	10.85'
L15	S 07°37'05" E	61.39'	L50	S 39°14'41" E	8.49'	L85	N 04°38'45" W	10.85'
L16	S 02°39'52" E	86.23'	L51	N 05°45'19" E	10.00'	L86	N 49°38'45" W	8.49'
L17	N 87°20'08" E	99.99'	L52	N 05°45'19" E	10.00'	L87	N 04°38'45" W	10.00'
L18	S 87°20'08" W	76.32'	L53	N 50°45'19" E	8.49'	L88	N 04°38'45" W	10.00'
L19	S 02°39'52" E	37.41'	L54	N 05°45'19" E	10.85'	L89	S 40°21'15" W	8.49'
L20	S 07°37'05" E	37.41'	L55	S 05°45'19" W	16.09'	L90	S 04°38'45" W	10.85'
L21	S 02°39'52" E	36.23'	L56	S 39°14'41" E	8.49'	L91	N 04°38'45" W	10.85'
L22	S 87°20'08" W	101.85'	L57	S 05°45'19" W	10.85'	L92	N 49°38'45" W	8.49'
L23	S 87°20'08" W	34.99'	L58	S 05°45'19" W	10.00'	L93	N 04°38'45" W	10.00'
L24	N 02°39'52" W	36.23'	L59	N 50°45'19" E	8.49'	L94	N 04°38'45" W	10.00'
L25	N 07°37'05" W	37.41'	L60	N 05°45'19" E	12.29'	L95	S 40°21'15" W	8.49'
L26	N 53°07'25" W	2.49'	L61	S 50°26'38" E	10.85'	L96	S 04°38'45" E	10.85'
L27	N 50°22'38" E	0.59'	L62	N 50°22'38" E	8.49'	L97	N 02°56'04" W	10.85'
L28	N 42°32'57" W	26.43'	L63	S 50°26'38" W	10.00'	L98	N 42°32'57" W	8.49'
L29	S 11°13'33" E	22.27'	L64	S 50°26'38" E	10.00'	L99	S 02°56'04" W	10.00'
L30	N 65°07'58" W	29.19'	L65	N 05°26'38" W	8.49'	L100	S 02°56'04" W	10.00'
L31	N 66°09'10" E	21.90'	L66	N 50°26'38" W	10.85'	L101	S 47°59'04" W	8.49'
L32	S 33°50'50" E	21.00'	L67	N 87°43'23" E	14.36'	L102	S 02°56'04" W	10.85'
L33	S 56°09'10" E	19.46'	L68	N 42°43'23" E	8.49'	L103	N 07°37'05" W	60.00'
L34	N 02°16'37" E	18.50'	L69	S 87°43'23" W	10.00'			
L35	N 87°43'23" E	41.00'	L70	S 87°43'23" W	10.00'			



FINAL PLAT MERIDIANA SECTION 37A

BEING A SUBDIVISION OF 11.18 ACRES OUT OF THE
H. T. & B. R.R. CO. SURVEY, SECTION 54, ABSTRACT 514, AND
THE H. T. & B. R.R. CO. SURVEY, SECTION 53, ABSTRACT 287,
IN THE CITY OF IOWA COLONY,
BRAZORIA COUNTY, TEXAS.

79 LOTS 2 BLOCKS 8 RESERVES (0.5927 ACRES)

OWNER

GR-MI, 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

Wednesday, September 14, 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. 2 and Final, September 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. 2 and Final from GR-MI, Ltd. for Meridiana Section 58A Early Plat Recordation Agreement.

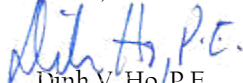
EHRA, Inc. has provided copies of the approved pay estimates and supporting documents for our review. Below is a brief overview. City Council approved the infrastructure improvements into the One Year Maintenance Period in June 2022.

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. 2 and Final to GR-MI, Ltd. in the amount of \$272,209.51. If approved by Council, this Disbursement No. 2 and Final will closeout the remaining cash balance for this 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.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**

August 17, 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 their 5th and Final Pay Request on the project in the amount of \$232,685.19. Upon city council approval, I would like to request all remaining escrow funds be released. The total request is \$232,685.19 and remaining contingency funds of \$39,524.32. This will zero out the cash deposit.

Thank you

Brian Aarseth

**Brian Aarseth
Project Manager
GR-M1 LTD**

Monday, August 22, 2022

Jackie Overton
EHRA Inc.
10555 Westoffice Dr.
Houston, TX 77042

**Re: Meridiana Southwest Village Center Final Plat
Letter of Recommendation to Approve
City of Iowa Colony Project No. 1560
Adico, LLC Project No. 16007-2-255**

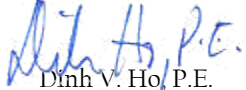
Dear Ms. Overton;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Meridiana Southwest Village Center final plat, received on or about August 18, 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 final plat as resubmitted on August 18, 2022. Recordation shall not occur until final annexation of the property into Iowa Colony city limits. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Monday, August 29, 2022 for consideration at the September 6, 2022 Planning and Zoning meeting.

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

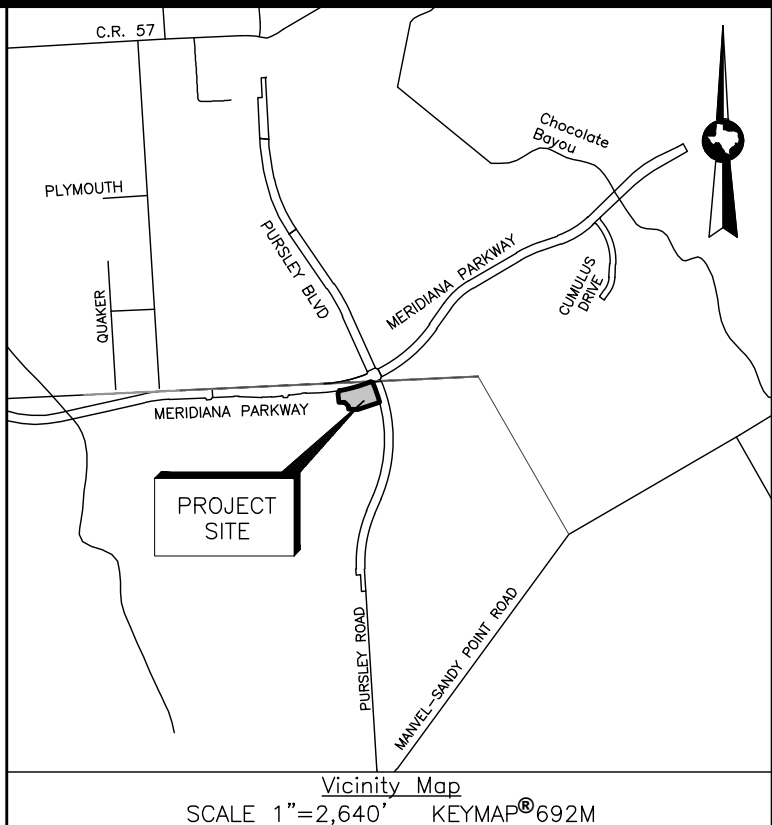
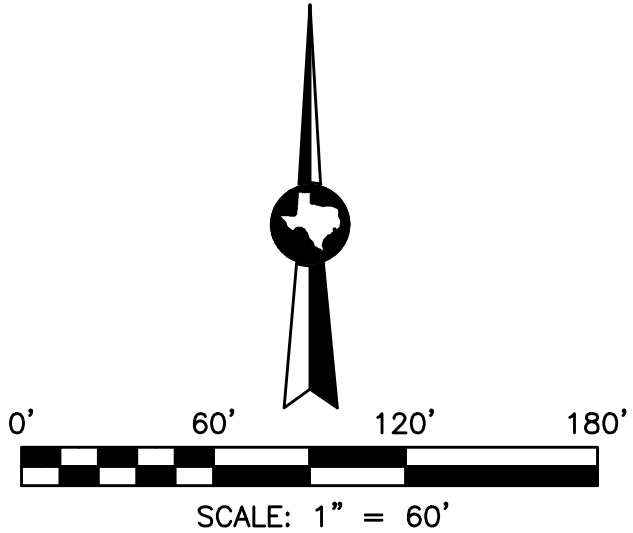
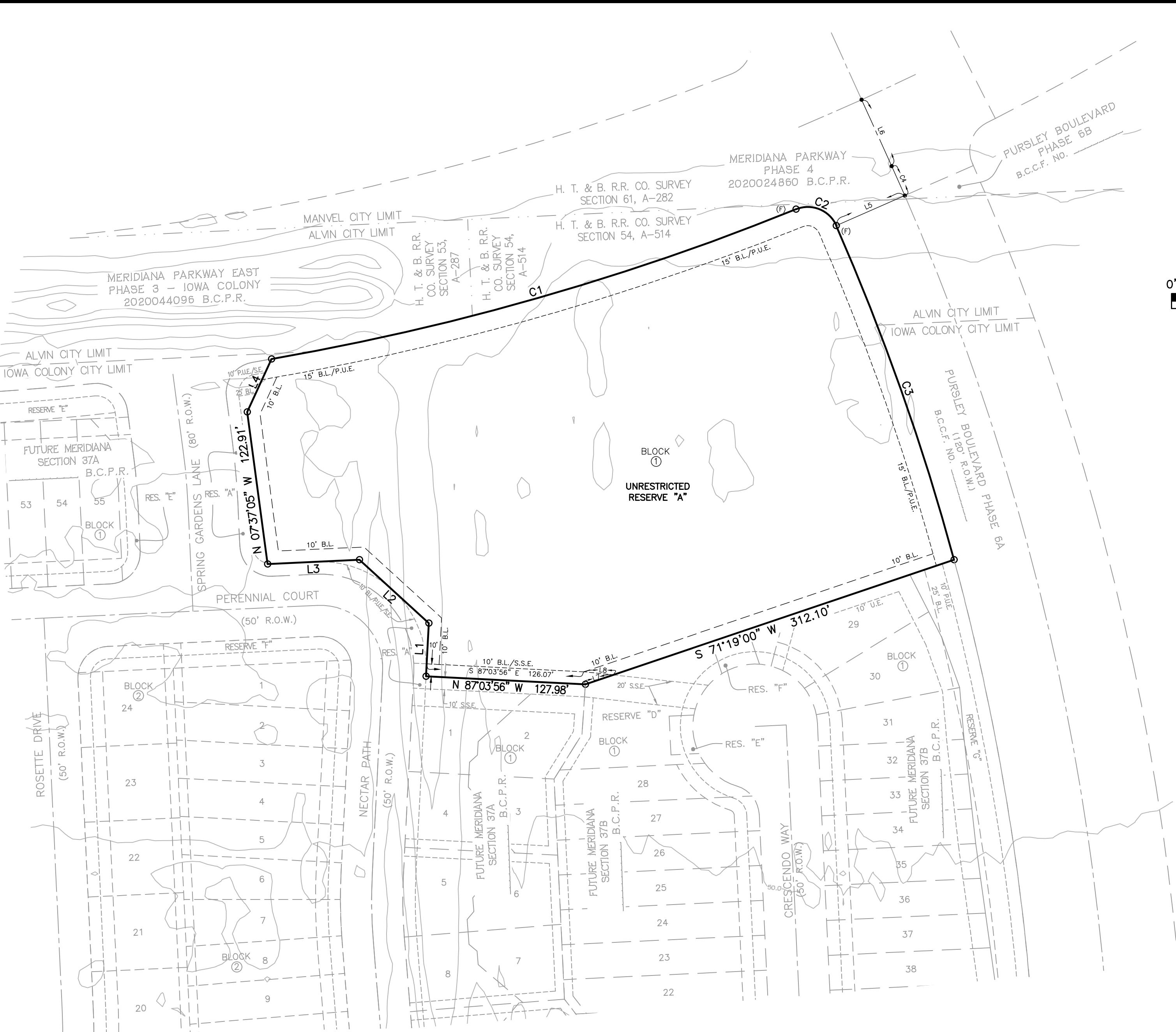
Sincerely,
Adico, LLC



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

Copy

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-255



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 ABOUT FLUSH WITH THE GROUND. ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT	

RESERVE TABLE		AREA
RESERVE	RESTRICTED TO	
A	UNRESTRICTED	142,531 SQ.FT. / 3.272 ACRES
TOTAL		142,531 SQ.FT. / 3.272 ACRES

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2,060.00'	12°11'25"	438.28'	N 74°03'47" E	437.46'
C2	25.00'	88°24'03"	38.57'	S 67°49'53" E	34.86'
C3	1,940.00'	87°23'49"	284.31'	S 19°25'57" E	284.06'
C4	2,000.00'	0°44'30"	25.89'	N 24°00'07" W	25.89'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 02°56'04" E	42.66'
L2	N 47°36'48" W	75.38'
L3	S 87°20'08" W	73.72'
L4	N 24°35'51" E	46.78'
L5	N 66°22'08" E	60.00'
L6	N 24°22'22" W	58.47'
L7	N 71°19'00" E	23.76'
L8	N 84°05'21" W	24.03'

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 SOUTHWEST VILLAGE CENTER, 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 SOUTHWEST VILLAGE CENTER 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, therunto 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.

Robert Boelsche, Registered Professional Land Surveyor
Texas Registration No. 4446

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL

Michael Byrum-Bratsen, Mayor

McLean Barnett, Council Member

Annetta Hicks-Murray, Council Member

Marquette Greene-Young, Council Member

Wil Kennedy, Council Member

Chad Wilsey, Council Member

Dinh Ho, P.E., City Engineer

Date

PLANNING AND ZONING COMMISSION APPROVAL

David Hurst, Chairman
Planning and Zoning Commission

Les Hasey
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

METES AND BOUNDS DESCRIPTION
MERIDIANA SOUTHWEST VILLAGE CENTER
BEING A 3.272 ACRE TRACT OF LAND SITUATED IN
THE H. T. & B. R.R. COMPANY SURVEY, SECTION 54, ABSTRACT NO. 514 AND
THE H. T. & B. R.R. COMPANY SURVEY, SECTION 53, ABSTRACT NO. 287
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 3.272 ACRE TRACT OF LAND IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 54, ABSTRACT 514 AND THE H. T. & B. R.R. COMPANY SURVEY, SECTION 53, ABSTRACT NO. 287, BRAZORIA COUNTY, TEXAS, BEING OUT OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO GR-M1, LTD. CALLED 120.58 ACRES RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER (B.C.C.F. NO.) 2006048994 AND CALLED 162.47 ACRES RECORDED UNDER B.C.C.F. NO. 2006030311; SAID 3.272 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 easterly common corner of the said H. T. & B. R.R. Company Survey, Section 54, Abstract 514 and the H. T. & B. R.R. Company Survey, Section 61, Abstract 282 being in the westerly line of the Oliver Hall Survey, Abstract 203, same being the northeasterly corner of the said 120.58 acre tract and the southeasterly corner of a called 207.892 acre tract of land recorded under B.C.C.F. NO. 2006037042, from which a found 5/8 inch iron rod bears South 29°31' East, at a distance of 1.7 feet and a second found 5/8 inch iron rod bears North 88°20' East, at a distance of 0.9 feet;

THENCE, South 87°19'17" West, along the said common survey line, passing at a distance of 1,748.30 feet, the common line of the said H. T. & B. R.R. Company Survey, Section 54, Abstract 514 and the said H. T. & B. R.R. Company Survey, Section 53, Abstract 287, same being the common line of the said 120.58 acre tract and the said 162.47 acre tract, and continuing for a total distance of 1,910.66 feet to a point for corner;

THENCE, South 02°40'43" East, for a distance of 104.41 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set in the southerly right-of-way line of Meridiana Parkway East Phase 3 Iowa Colony, as per plat recorded under 2020044096 of the Brazoria County Plat Records (B.C.P.R.), marking the most northwesterly corner and the POINT OF BEGINNING of the herein described tract of land;

1) THENCE, in an easterly direction, with the said southerly right-of-way line of Meridiana Parkway, along the arc of a curve to the left having a radius of 2,060.00 feet, an arc length of 438.28 feet, an angle of 12°11'25", and a chord bearing North 74°03'47" East, for a distance of 437.46 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found for corner marking a point for reverse curvature;

2) THENCE, in a southeasterly direction, continuing with the said southerly right-of-way line of Meridiana Parkway, along the arc of a curve to the right having a radius of 25.00 feet, an arc length of 38.57 feet, an angle of 88°24'03", and a chord bearing South 67°49'53" East, for a distance of 34.86 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found for corner marking a point for compound curvature;

3) THENCE, in a southerly direction along the arc of a curve to the right having a radius of 1,940.00 feet, an arc length of 284.31 feet, an angle of 08°23'49", and a chord bearing South 19°25'57" East, for a distance of 284.06 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

4) THENCE, South 71°19'00" West, for a distance of 312.10 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

5) THENCE, North 87°03'56" West, for a distance of 127.98 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

6) THENCE, North 02°56'04" East, for a distance of 42.66 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

7) THENCE, North 47°36'48" West, for a distance of 75.38 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

8) THENCE, South 87°20'08" West, for a distance of 73.72 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

9) THENCE, North 07°37'05" West, for a distance of 122.91 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

10) THENCE, North 24°35'51" East, for a distance of 46.76 feet to the POINT OF BEGINNING and containing 3.272 acres of land.

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
B.L. indicates Building Line
BRS indicates Bears
C.I.R. indicates Capped Iron Rod
FND indicates Found
VOL. indicates Volume
PS. indicates Page
P.O.B. indicates Point Of Beginning
P.U.E. indicates Public Utility Easement
R.O.W. indicates Right of Way
RES. indicates Reserve
S.E. indicates Sidewalk Easement
S.S.E. indicates Sanitary Sewer Easement
SQ. FT. indicates Square Feet
- 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.
- No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.
- This final plat will expire two (2) years after final approval by City Council if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by City Council.
- All water and wastewater facilities shall conform to the city's design criteria.
- This plat is subject to the conditions and restrictions of the Meridiana PUD Agreement, No. 4.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0110K dated December 30, 2020. The subject property shown hereon lies within Unshaded Zone "X" (areas determined to be outside of the 0.2% annual 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.

- The Developer/Homeowners' Association/Municipal Utility District shall be responsible for maintenance of all restricted reserves.
- Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, plantings, and other obstructions.
- Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.

FINAL PLAT MERIDIANA SOUTHWEST VILLAGE CENTER

BEING A SUBDIVISION OF 3.272 ACRES OUT OF THE
H. T. & B. R.R. CO. SURVEY, SECTION 54, ABSTRACT 514 AND
THE H. T. & B. R.R. CO. SURVEY, SECTION 53, ABSTRACT 287,
IN THE CITY OF IOWA COLONY,
BRAZORIA COUNTY, TEXAS.

1 BLOCK 1 RESERVE (3.272 ACRES)

OWNER

GR-M1, LTD.
A TEXAS LIMITED PARTNERSHIP
1602 AVENUE D, SUITE 100
KATY, TEXAS 77493
PH (832) 437-7863

AUGUST, 2022

ENGINEER/SURVEYOR



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

Wednesday, August 17, 2022

Katy Harris
LJA Engineering
1904 W. Grand Parkway N., Suite 100
Katy, Texas 77449

**Re: Caldwell Crossing General Plan
Letter of Recommendation to Approve-UPDATED
City of Iowa Colony Project No. 1325
Adico, LLC Project No. 16007-2-254**

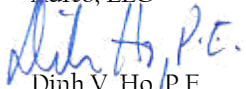
Dear Ms. Harris;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the fourth submittal of Caldwell Crossing General Plan, received on or about August 9, 2022. The review of the plan 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 August 9, 2022. This Letter of Recommendation replaces the previous LOR dated June 29, 2022. Please provide (10) prints to Kayleen Rosser, City Secretary, by no later than Monday, August 29, 2022, for consideration at the September 6, 2022, Planning and Zoning meeting.

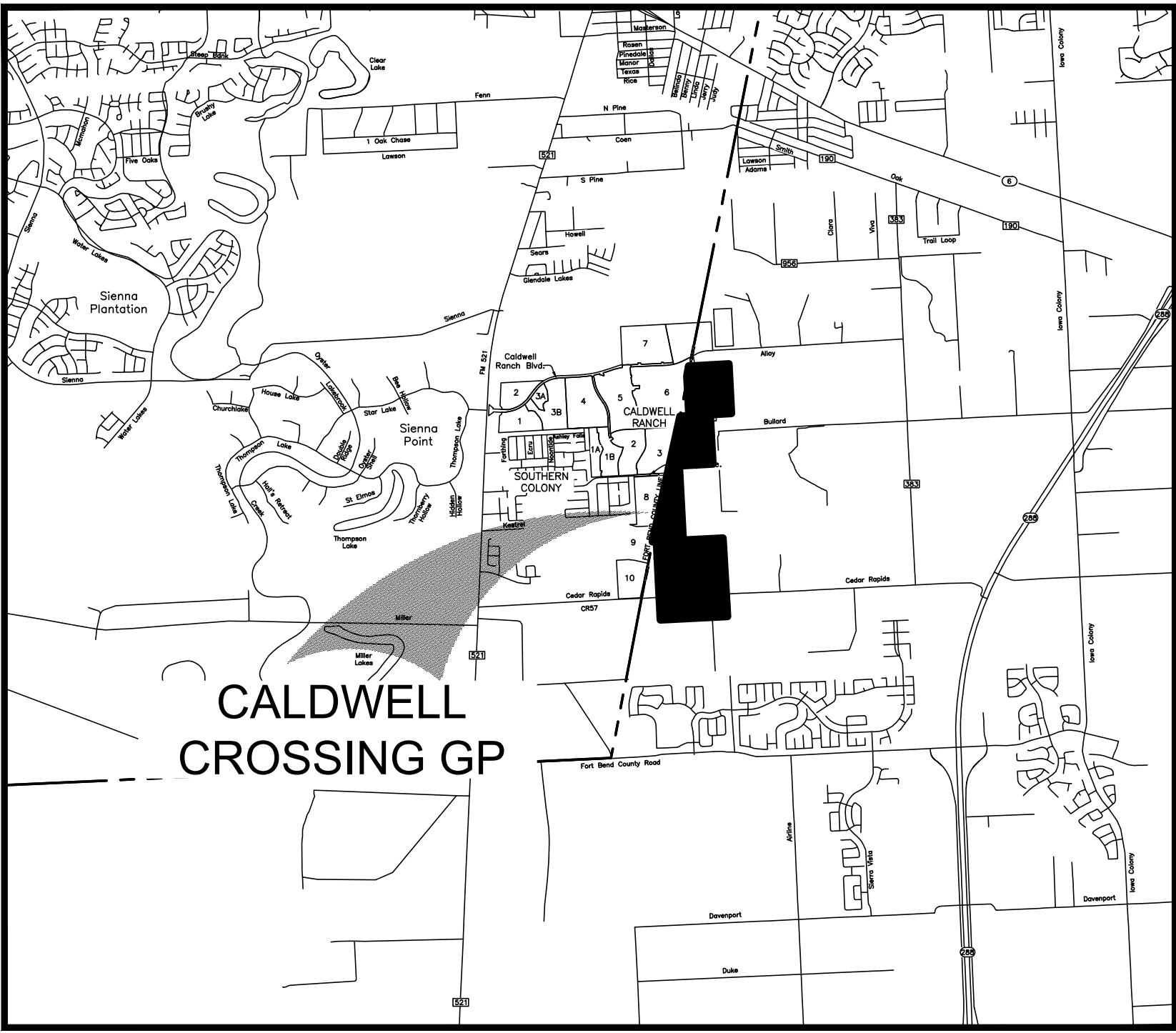
Should you have any questions, please do not hesitate to call me.

Sincerely,
Adico, LLC


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

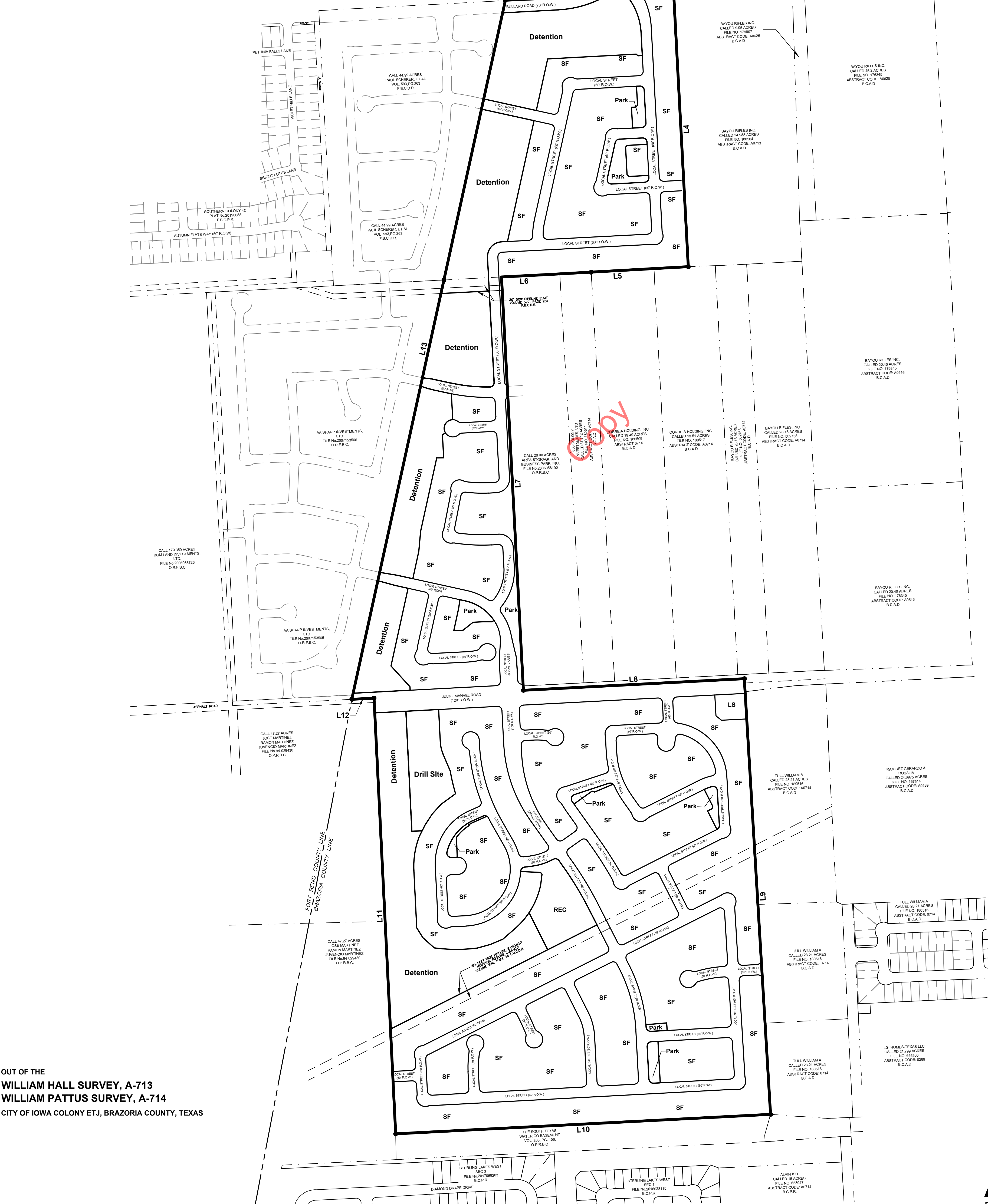
Copy

**Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-254**



Vicinity Map
(Not to scale)

BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 86°55'29" W	1290'
L2	N 03°04'56" W	1593'
L3	N 86°55'29" E	684'
L4	N 03°04'16" W	1592'
L5	N 86°48'07" E	821'
L6	N 86°59'33" E	259'
L7	N 03°01'57" W	2391'
L8	S 86°59'33" W	1277'
L9	N 03°26'36" W	2521'
L10	N 87°01'29" E	2168'
L11	S 02°50'48" E	2520'
L12	N 86°59'33" E	128'
L13	S 12°23'09" W	4135'
L14	S 87°21'26" W	288'
L15	S 03°04'56" E	1285'
L16	S 11°12'19" W	318'



OUT OF THE
WILLIAM HALL SURVEY, A-713
WILLIAM PATTUS SURVEY, A-714
CITY OF IOWA COLONY ETJ, BRAZORIA COUNTY, TEXAS

DISCLAIMER AND LIMITED WARRANTY

THIS GENERAL PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF HOUSTON ORDINANCES GOVERNING LAND PLATTING IN EFFECT AT THE TIME THIS PLAN WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE HOUSTON PLANNING COMMISSION. THIS PLAN WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER LJA ENGINEERING, INC., NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL CONSTRUCTION, SAFETY OR SUITABILITY TO THE PURPOSES INTENDED, OR ANY UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT. ANY DRY UTILITIES SHOWN ON THIS PLAN (POWER, GAS, TELEPHONE, CABLE, ETC.) HAVE NOT BEEN DESIGNED, REVIEWED NOR APPROVED BY ANY DRY UTILITY PROVIDER. ANY DRY UTILITY ONE-LINES SHOWN ON THIS PLAN ARE CONCEPTUAL AND BASED SOLELY ON THE LOCATION OF THE PROPOSED DRY UTILITY EASEMENTS LOCATED IN THE LOTS.

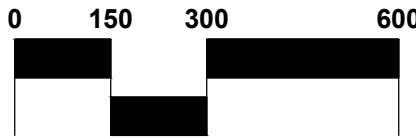
a General Plan for
CALDWELL CROSSING
253.9 ACRES
prepared for
D.R. HORTON

PLANNER:



Land & Master Planning
Land Use/Feasibility Studies
Sustainable Design
Urban Design
Landscape Architecture

3600 W Sam Houston Pkwy S
Suite 600
Houston, Texas 77042
713.953.5200 • F 713.953.5026



LJA# 1931-35001

08.09.2022

June 1, 2022

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

You have requested that we audit the financial statements of the governmental activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of City of Iowa Colony, Texas (the "City"), as of September 30, 2022 and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America require that *certain information* be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- General Fund Budgetary Comparison Schedules
- Pension Information

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements and schedules

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). As part of an audit of financial statements in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of the programs;
- For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- For taking prompt action when instances of noncompliance are identified;

- For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- To provide us with:
 - a) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b) Additional information that we may request from management for the purpose of the audit; and
 - c) Unrestricted access to persons within the SEDC from whom we determine it necessary to obtain audit evidence.
 - d) A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e) A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report
- For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- For the accuracy and completeness of all information provided;
- For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest services could include assistance with preparation of the financial statements and note disclosures, and government-wide adjustment adjusting entries. We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are described below:

The nonattest services are limited to the services we described above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the City regarding these nonattest services, but the City must make all decisions with regard to those matters.

Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	August 2022
Perform year-end audit procedures	December 2022 to January 2023
Issue audit reports	February/March 2023

We anticipate meeting these deadlines barring any delays.

Patrick Simmons, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Whitley Penn, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate to be \$32,500. The fee estimate for the audit is based on anticipated cooperation from the City's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our final auditors' report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would like to make the following comments regarding the fee estimates:

1. Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
2. The City's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.
3. Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.
4. Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the City and Whitley Penn, LLP agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement. Any controversy, dispute, or questions arising out of or in connection with this agreement or our engagement shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association, and any decision rendered by the American Arbitration Association shall be binding on both parties to this agreement. The costs of any arbitration shall be borne equally by the parties. Any and all claims in arbitration relating to or arising out of this contract/agreement shall be governed by the laws of Texas and to the extent any issue regarding the arbitration is submitted to a court, including the appointment of arbitrators or confirmation of an award, the District courts in Tarrant County shall have exclusive jurisdiction. Any action arising out of this agreement or the services provided shall be initiated within two years of the service provided.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement.

To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

In the course of our services, our firm may transmit confidential information that you provided us to third parties in order to facilitate our services. As applicable, we require confidentiality agreements with all our service providers to maintain the confidentiality of your information and additionally the firm will take reasonable precautions to determine that our service providers have the appropriate procedures in place to prevent the unauthorized release of confidential information to others.

We will remain ultimately responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

In the event we are required by government regulation, required by subpoena or other legal process to produce information or our personnel for interviews or depositions in relation to a matter involving the City, the City will, so long as we are not a party or the focus of the proceeding or inquiry in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to your pass-through regulatory entity and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The City may wish to include our report on these financial statements in an exempt offering document. The City agrees that the aforementioned auditor's report, or reference to our Firm, will not be included in such offering document without prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement letter. For exempt offerings for which we are not involved, you will clearly indicate that we were not involved with the contents of such offering document and a disclosure as shown below will be included in the exempt offering:

"Whitley Penn, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Whitley Penn also has not performed any procedures relating to this offering document."

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Honorable Mayor and Members of City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;

- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Whitley Penn LLP

Houston, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Iowa Colony, Texas by:

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____



CliftonLarsonAllen LLP
CLAAconnect.com

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of Whitley Penn LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* (including compliance audits under the Single Audit Act), audits of employee benefit plans, audits performed under the Federal Deposit Insurance Corporation Improvement Act (FDICIA), and an examination of a service organization (SOC 1 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.



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Whitley Penn LLP
Page 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Whitley Penn LLP has received a peer review rating of pass.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Phoenix, Arizona
October 6, 2021

Copy