

## **NOTICE OF PUBLIC HEARINGS ON STRATEGIC PARTNERSHIP AGREEMENT**

The Iowa Colony City Council will hold public hearings at 7:00 p.m. on December 20, 2021, and January 10, 2022, in the Council Room at the Iowa Colony City Hall, 12003 Iowa Colony Boulevard, Iowa Colony, Texas, to consider entering into a Strategic Partnership Agreement with Brazoria County Municipal Utility District No. 53. Copies of the proposed agreement may be obtained from the City Secretary prior to the hearings at 281-369-2471, or on the City's website, [www.iowacolonytx.gov](http://www.iowacolonytx.gov).

Kayleen Rosser  
City Secretary

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CITY OF IOWA COLONY  
NOTICE OF PUBLIC HEARING ON ANNEXATION OF CERTAIN PROPERTY IN MUD 57  
AND PART OF HIGHWAY 288

The Iowa Colony City Council will hold a public hearing at 7:00 p.m. on December 20, 2021, in the City Council Chamber at the Iowa Colony City Hall, 12003 Iowa Colony Boulevard (County Road 65), Iowa Colony, Texas, to consider annexing the following property:

**Tract 1:** The Rally 288 East, LLC tract, which is a 132.15 acre tract of land generally located in the northeast quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 116982 and Geographic ID No. 0259-0001-000.

**Tract 2:** The Rally 288 West, LLC tract, which is a 259.43 acre tract of land generally located in the northwest quadrant of the intersection of Dubuque Parkway (C.R. 63) and State Highway 288, which is the property in Brazoria County Appraisal District Property ID No. 176233 and Geographic ID No. 0512-0032-000.

**Tract 3:** The entire width of the segment of the right-of-way of State Highway 288 that begins at the south edge of the right-of-way of Brazoria County Road 63/Dubuque Parkway and continues north along the right-of-way of State Highway 288 to where the existing city limits of the City of Iowa Colony cross Highway 288.

Metes and bounds descriptions and maps of the areas proposed for annexation are available at no charge from the Iowa Colony City Secretary at City Hall, telephone 281-369-2471 or at [www.iowacolonytx.gov](http://www.iowacolonytx.gov). The public is invited to attend and speak at the hearing.

Kayleen Rosser  
Iowa Colony City Secretary

CITY OF IOWA COLONY  
NOTICE OF PUBLIC HEARING ON ANNEXATION OF GOVERNMENT SITES

The Iowa Colony City Council will hold a public hearing at 7:00 p.m. on December 20, 2021, in the City Council Chamber at the Iowa Colony City Hall, 12003 Iowa Colony Boulevard (County Road 65), Iowa Colony, Texas, to consider annexing the following property:

**Tract 1:** The Bell Navegar Sanchez Elementary School tract, which is a 15 acre tract of land generally located in the northwest quadrant of the intersection of Sterling Lakes Drive West and Ames Boulevard, and which is the property in Brazoria County Appraisal District Property ID No. 653947 and Geographic ID No. 0714-0007-001.

**Tract 2:** The City of Iowa Colony public safety site, which is a 2.871 acre tract generally located in the southwest quadrant of the intersection of Meridiana Parkway and Karsten Boulevard, and which is the property in Brazoria County Appraisal District Property ID No. 683783 and Geographic ID No. 5550-1000-001.

**Tract 3:** The Brazoria County Emergency Services District No. 3 public safety site, which is a 1.565 acre tract adjoining the west side of Tract 2, described above, and which is the property in Brazoria County Appraisal District Property ID No. 692670 and Geographic ID No. 5550-1000-006.

Metes and bounds descriptions of the areas proposed for annexation are available at no charge from the Iowa Colony City Secretary at City Hall, telephone 281-369-2471 or at [www.iowacolonytx.gov](http://www.iowacolonytx.gov). The public is invited to attend and speak at the hearing.

Kayleen Rosser  
Iowa Colony City Secretary

## MEMORANDUM

Date: December 20, 2021  
To: Mayor Michael Byrum-Bratsen  
City Council Members  
From: Dinh V. Ho, P.E.  
RE: COIC Council Meeting – December 2021 Engineer's Report  
cc: Robert Hemminger, Kayleen Rosser

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The following is a status report of various engineering items:

1. TxDOT Overpasses – Expected to complete construction documents by November for bid phase. Iowa Colony Blvd., Meridiana Parkway, Cedar Rapids Parkway, Davenport Parkway and Dubuque Parkway through Iowa Colony. They are also building an overpass at County Road 60.

The proposed schedule is completion of engineering design by November 2021. Project is to be let in August 2022. This is one month ahead of previous schedule.

Temporary traffic signal at SH 288 and Meridiana Parkway design is expected to be completed in November. Bid and Construction phase will take approximately 3 – 6 months, depends on availability of materials.

2. Crystal Lagoon- The PUD Amendments for Sterling Lakes/Sierra Vista and
3. ROADWAY REPAIRS
  - Interlocal with BC Agreement for FY 2020-2021 was approved 9/14/21. Awaiting schedule for construction.
  - BC completed Ruth Road and portions of Cedar Rapids (CR 57) approximately 200'.
  - The City received confirmation from Brazoria County for CDBG-HUD funds. The City allocation this year is \$140,000. Staff has identified CR 382 as the road to be repaired for this funding. Note, funds must be used for areas that meets the Low to Moderate income level. This has been submitted to the County. This project has not been started.
  - Jeremy is awaiting a schedule from Brazoria County on when these improvements will be started.
4. GRANTS UPDATE
  - TWBD- FIF GRANT – Master Drainage Plan
    - i. We had a kick-off meeting with Advisory Committee for this project.
    - ii. Proposed schedule is to have the project completed and adopted within a 9-12 month period.
  - AMES ROAD BRIDGE
    - i. Grantworks is expected to obtain Environmental Clearance in the next couple of weeks.
    - ii. Plan to bid in late January start construction in Feb-March.
5. Capital Improvement Projects
  - 2021 Waterline Extension
    - i. Currently in surveying
    - ii. Design to begin in January, expected complete in April 2022, subject to pipeline approvals.
6. CONSTRUCTION PROJECT STATUS:
  - A. MERIDIANA SUBDIVISION – RISE COMMUNITIES
    - Active construction projects
      - Meridiana Ph 3 Well Site Park – 99% complete. Punchlist items being completed.



- WFCB Detention Basin O and P and Earthwork – 35%
- Meridiana 76B – 70% complete.
- Meridiana 68 – Contractor mobilized this week.

*B. STERLING LAKES – LAND TEJAS*

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

*C. SIERRA VISTA - LAND TEJAS*

- Active construction projects
  - Meridiana Parkway Phase 5 – 95% complete
  - Meridiana Parkway Phase 6 – 95% complete
  - Meridiana Parkway Traffic Signal – 45% complete.

*D. SIERRA VISTA WEST - LAND TEJAS*

- Active construction projects:
  - BCMUD 53 Water Well Plant – On agenda for One Year Maintenance period.
  - Sierra Vista West Mass Grading and Detention Phase II – Awaiting final walk.
  - BCMUD 53 WWTP- 95% complete. Awaiting punchlist completion.
  - BCMUD 53 Offsite Lift Station – 95% complete. Awaiting punchlist completion.
  - Sierra Vista West Section 4 – On agenda for One Year Maintenance period.
  - Sierra Vista West Section 5 – Awaiting closeout docs.
  - Sierra Vista West Section 7 – Final walk scheduled.
  - BCMUD 53 Lift Station No. 2 – Pulled permits
  - Sierra Vista West Section 8 – Mobilized
  - Sierra Vista West Section 9 – 80% of sanitary completed.

*E. STERLING LAKES NORTH*

- Active construction projects:
  - Sterling Lakes North Detention Basin – Pulled permits.

*F. OTHER CONSTRUCTION PROJECTS*

- AISD H.S. No. 4 – 90% of civil complete internally.
- Davenport/Discovery Drive: 30% complete..

*7. OTHER ITEMS:*

- A. Baymark Pipeline/ South Texas NGL Pipeline – Contractor complete. Awaiting final closeout.



# 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 November 2021

Offense	Reported
Burglary	1
Theft	3
Robbery	0
Total Index Crimes Reported	4
<b>Reports Taken</b>	
Misdemeanor	5
Felony	2
<b>Charges Filed/Arrests</b>	
Misdemeanor	1
Felony	0
Outside Agency Warrant Arrest	0
<b>Traffic Enforcement</b>	
Citations	236
Warnings	50
<b>Crash Investigations</b>	
Minor Crashes	14
Major Crashes	1
Fatality Crashes	0
<b>Calls for Service</b>	
Alarms	34
Assist Other Agency	49
Disturbance	6
Fire	1
Other	127
Security Checks	512
Suspicious Activity/Persons	14

### Significant Events

- November 1 – Officer was dispatched to the 3700 block of Hopper Street. The reportee stated that a juvenile took \$15 in Halloween candy off her porch while trick-or-treating. The A suspect was located however the reportee refused to file any charges against the juvenile.
- November 2 – Officer was dispatched to the 2600 block of Howlite Lane in regards to a burglary of a vehicle. The reportee stated that someone entered her vehicle and stole money. A suspect was identified and case was closed.



# 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

- 
- November 7 – Officer was dispatched to the 140 block of Kiowa Court in regards to a disturbance. Upon arrival it was found that an assault occurred and a male was arrested for assault.
  - November 14 – Officer was dispatched to the 3700 block of Davenport Parkway regarding a theft. The reportee stated that an attachment on a piece of construction equipment was stolen. A report was taken.
  - November 19 – Officer was dispatched to the area of Green Paradise Drive and Steel Redan Drive in regards to a fight between two juveniles. Both juveniles were located and advice was given to both juveniles and their parents.
  - November 30 – Officer was met at City Hall by a person wishing to report a theft. The reportee stated that he purchased what he believed to be an insurance policy from a reputable company. He later discovered the policy to be fraudulent. Investigation into the incident is ongoing.

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12003 Iowa Colony Blvd.  
Iowa Colony Tx. 77583  
Phone: 281-369-2471  
Fax: 281-369-0005  
[www.iowacolonytx.gov](http://www.iowacolonytx.gov)

### MONTHLY REPORT- November 2021

December 8, 2021

Mayor and Council,

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

#### Building Department

##### **Inspections Conducted-**

Building Inspections-	262
Plumbing Inspections -	356
Mechanical Inspections-	134
Electrical Inspections-	292

**Total- 1044**

##### **Total Fees Collected-**

Initial Fees-	\$76,288.38
Re- Inspection Fees-	\$7,275.00
Convenience Fee-	\$771.76

**Total- \$84,335.14**

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#### Fire Marshal

On November 13, 2021 I participated with the touch-a-truck event sponsored by the Meridiana Oasis Village. Conducted several Fire Marshal Inspections with the new high school and new retail center located on Meridiana Parkway. No other events to report.

Thanks,

Albert Cantu, Fire Marshal/Building Official



## IOWA COLONY CODE COMPLIANCE DEPARTMENT

12003 Iowa Colony Blvd  
Iowa Colony, TX. 77583

Ruben Garcia Jr  
Code Compliance Officer

Phone (346) 395-4543  
rgarcia@iowacolonytx.gov

November 2021

### CODE COMPLIANCE / ANIMAL CONTROL / INSPECTION

Completed a total of 248 Calls for Service, for Code Compliance, Animal Control & Inspection/Permits

City Ordinance Violations	10	<ul style="list-style-type: none"><li>• (2) City Ordinance Complaints No Permit Mobile Food Truck – <b>Written Warning – Permit Obtained</b> Blocking Fire Hydrant – <b>Verbal Warning</b></li><li>• (8) Illegal Signs/Bandit Signs - <b>Abated</b> total of 14 stake/bandit signs picked up</li></ul>
Animal Control	18	<ul style="list-style-type: none"><li>• (1) Animal Bite Case – 10 Day Home Quarantine / Animal release no sign of illness</li><li>• (10) Animal at Large Calls</li><li>• (3) Animal Impound 2- dogs / 2- cats</li></ul>
Inspection/Permits	220	<ul style="list-style-type: none"><li>• (1) Belly Steel – Pools - <b>Pass</b></li><li>• (36) Brick Tie/Lathe Inspections - <b>Pass</b></li><li>• (2) Deck/Ditch – Pools – (1) <b>Pass</b> / (1) <b>Fail</b></li><li>• (62) Driveway Inspections – <b>(43) Pass / (19) Fail</b></li><li>• (21) Electrical T-Pole – <b>(20) Passed / (1) Fail</b></li><li>• (35) Pre-Pour Foundations – <b>(22) Passed/ (13) Fail</b></li><li>• (63) Sidewalk Inspections– <b>(46) Passed / (17) Fail</b></li></ul>

City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

12/16/2021 9:54 AM

Account Type	Account Number	Description	Balance	Total
<b>10 - General Fund</b>				
Assets				
	10-1000	Cash / Due From Consolidated Cash	1,254,761.02	
	10-1002	Retainer Account	0.00	
	10-1003	First State Bank - Manvel	0.00	
	10-1004	Petty Cash	0.00	
	10-1005	Texas Advantage - CD	0.00	
	10-1006	TexStar CD	1.83	
	10-1007	Veritex - CD 5471	0.00	
	10-1100	Accounts Receivable	0.00	
	10-1110	Due from IRS	0.00	
	10-1111	Sales Tax Receivable	0.00	
	10-1112	Allowance for Fines Receivable	0.00	
	10-1113	Fines Receivable	0.00	
	10-1114	Property Taxes Receivable	0.00	
	10-1115	Property Tax Receivable - P & I	0.00	
	10-1302	Due from Retainer Fund	0.00	
	Total Assets		1,254,762.85	1,254,762.85

City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

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Account Type	Account Number	Description	Balance	Total
<b>10 - General Fund</b>				
Liabilities				
	10-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	10-2001	Accounts Payable at Year End	(231,681.80)	
	10-2200	Wages Payable	0.00	
	10-2201	Employee Dental Insurance	355.49	
	10-2202	Employee Vision Insurance	0.00	
	10-2203	Federal Tax Payable	9,168.92	
	10-2204	Social Security/Medicare Payable	14,065.82	
	10-2205	TMRS Payable	20,763.36	
	10-2206	Texas Workforce Commission Payable	(2,445.74)	
	10-2207	Health & Life Insurance Payable	4,689.10	
	10-2208	Child Support Payable	851.12	
	10-2209	457(b) Payable	800.00	
	10-2300	State Fees	37,454.62	
	10-2301	Collections	169.20	
	10-2302	Bond Liability Account	0.00	
	10-2303	Refunds Payable	0.00	
	10-2304	Credit Card Fee	3,965.96	
	10-2305	Deferred Revenues - Fines	0.00	
	10-2400	Road Damage Deposit	0.00	
	10-2405	Deferred Inflows-Prop taxes	0.00	
	10-2410	Bond 1 - Series 2020	0.00	
	10-2500	American Rescue Plan Fund	0.00	
	10-2501	Baseball Field Reserve	60.00	
	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	0.00	
	10-2507	Early Plat SVW Crystal V Dr-Ph3	0.00	
	10-2508	Early Plat SVW Sub Sec 4	(53,504.34)	
	10-2509	Formosa/Lav Pipeline-TRC	0.00	
	10-2510	M2E3/Enterprise Pipeline	0.00	
	10-2511	Meridiana Escrow	0.00	
	10-2512	Old Airline Market-Axis Dev	0.00	
	10-2513	Sierra Vista - Land Tejas	0.00	

City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

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Account Type	Account Number	Description	Balance	Total
<b>10 - General Fund</b>				
Liabilities				
	10-2514	Sierra Vista West - Land Tejas	0.00	
	10-2515	South Texas NGL Pipeline, LLC	0.00	
	10-2516	South Texas NGL Pipeline, LLC: South TX NGL-Engr/Inspct/Legal	0.00	
	10-2517	Sterling Lakes - Land Tejas	0.00	
	10-2518	Capital Contribution - CR 64	0.00	
	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%	0.00	
	10-2523	Property Tax TIF - 100%	0.00	
	10-2524	Meritage Homes of Texas, LLC	(368,401.15)	
	10-2525	Corona Virus Relief Fund	0.00	
	10-2526	Public Safety Building Reserve	0.00	
	10-2527	Public Park Reserves	0.00	
	10-2528	Early Plat - Sierra VW Sec 7	1,740,484.75	
	10-2602	Due to Retainer Fund	(12,500.00)	
	Total Liabilities		1,164,295.31	
Fund Balance				
	10-3000	Fund Balance	0.00	
	Total Fund Balance		0.00	
		Total Revenue	555,563.40	
		Total Expenses	515,382.98	
		Current Year Increase (Decrease)	90,467.54	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	90,467.54	
		Total Fund Balance/Equity	90,467.54	
	Total Liabilities & Fund Balance			1,254,762.85



City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

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Account Type	Account Number	Description	Balance	Total
<b>11 - Retainer Fund</b>				
Assets				
	11-1000	Cash / Due From Consolidated Cash	0.00	
	11-1002	Retainer Account	12,734.74	
	11-1301	Due from General Fund	(12,500.00)	
	Total Assets		<u>234.74</u>	<u>234.74</u>

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City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

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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	0.00
11-2502	Baymark Pipeline LLC	0.00
11-2503	Baymark Pipeline LLC: Baymark P - Engr/Inspctn/Legal	0.00
11-2504	Cherry Crushed Concrete	0.00
11-2505	DR Horton/MUD 87	(2,835.00)
11-2509	Formosa/Lav Pipeline-TRC	0.00
11-2510	M2E3/Enterprise Pipeline	(195.00)
11-2513	Sierra Vista - Land Tejas	(1,447.10)
11-2514	Sierra Vista West - Land Tejas	(513.26)
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	0.00
11-2521	Meritage/Rise- BCMUD 57	5,225.10
11-2601	Due to General Fund	0.00
Total Liabilities		234.74

Fund Balance

11-3000	Fund Balance	0.00
Total Fund Balance		0.00

City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

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Account Type	Account Number	Description	Balance	Total
<b>11 - Retainer Fund</b>				
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	0.00	
		Total Fund Balance/Equity	0.00	
Total Liabilities & Fund Balance				234.74

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City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

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Account Type	Account Number	Description	Balance	Total
<b>20 - Crime Control and Prevention</b>				
<b>District Fund</b>				
Assets				
	20-1000	Cash / Due From Consolidated Cash	18,251.00	
	Total Assets		18,251.00	
				18,251.00

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City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

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Account Type	Account Number	Description	Balance	Total
<b>20 - Crime Control and Prevention</b>				
<b>District Fund</b>				
Liabilities				
	20-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		0.00	
Fund Balance				
	20-3000	Fund Balance	0.00	
	Total Fund Balance		0.00	
		Total Revenue	42,144.92	
		Total Expenses	543.36	
		Current Year Increase (Decrease)	18,251.00	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	18,251.00	
		Total Fund Balance/Equity	18,251.00	
	Total Liabilities & Fund Balance			18,251.00

City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

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Account Type	Account Number	Description	Balance	Total
<b>30 - Capital Improvements Plan Fund (Debt Service)</b>				
Assets				
	30-1000	Cash / Due From Consolidated Cash	0.00	
	Total Assets		0.00	
				0.00

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City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

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Account Type	Account Number	Description	Balance	Total
<b>30 - Capital Improvements Plan</b>				
<b>Fund (Debt Service)</b>				
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	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			0.00

City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

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Account Type	Account Number	Description	Balance	Total
<b>35 - Capital Improvements Plan Fund (Local)</b>				
Assets				
	35-1000	Cash / Due From Consolidated Cash	0.00	
	Total Assets		0.00	
				0.00

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City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

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Account Type	Account Number	Description	Balance	Total
<b>35 - Capital Improvements Plan</b>				
<b>Fund (Local)</b>				
Liabilities				
	35-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		0.00	
Fund Balance				
	35-3000	Fund Balance	0.00	
	Total Fund Balance		0.00	
		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			0.00

City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

12/16/2021 9:54 AM

Account Type	Account Number	Description	Balance	Total
<b>40 - Court Technology Fund</b>				
Assets				
	40-1000	Cash / Due From Consolidated Cash	1,475.30	
	Total Assets		1,475.30	
				1,475.30

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City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

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Account Type	Account Number	Description	Balance	Total
<b>40 - Court Technology Fund</b>				
Liabilities				
	40-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		0.00	
Fund Balance				
	40-3000	Fund Balance	0.00	
	Total Fund Balance		0.00	
		Total Revenue	1,398.34	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	1,475.30	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	1,475.30	
		Total Fund Balance/Equity	1,475.30	
	Total Liabilities & Fund Balance			1,475.30

City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

12/16/2021 9:54 AM

Account Type	Account Number	Description	Balance	Total
<b>41 - Court Security Fund</b>				
Assets				
	41-1000	Cash / Due From Consolidated Cash	1,793.27	
	Total Assets		1,793.27	
				1,793.27

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City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

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Account Type	Account Number	Description	Balance	Total
<b>41 - Court Security Fund</b>				
Liabilities				
	41-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	Total Liabilities		0.00	
Fund Balance				
	41-3000	Fund Balance	0.00	
	Total Fund Balance		0.00	
		Total Revenue	1,699.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	1,793.27	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	1,793.27	
		Total Fund Balance/Equity	1,793.27	
	Total Liabilities & Fund Balance			1,793.27

City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

12/16/2021 9:54 AM

Account Type	Account Number	Description	Balance	Total
<b>45 - American Rescue Plan Act (ARPA) Fund</b>				
Assets				
	45-1000	Cash / Due From Consolidated Cash	0.00	
	Total Assets		0.00	
				0.00

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City of Iowa Colony  
Balance Sheet  
As of November 30, 2021

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Account Type	Account Number	Description	Balance	Total
<b>45 - American Rescue Plan Act (ARPA) Fund</b>				
Liabilities				
	45-2000	Due To Consolidated Cash / Accounts Payable	0.00	
	45-2200	Wages Payable	0.00	
	Total Liabilities		0.00	
Fund Balance				
	45-3000	Fund Balance	0.00	
	Total Fund Balance		0.00	
		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			0.00

City of Iowa Colony  
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Account Type	Account Number	Description	Balance	Total
<b>50 - Vehicle Replacement Fund</b>				
Assets				
	50-1000	Cash / Due From Consolidated Cash	0.00	
	Total Assets		0.00	
				0.00

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

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Account Type	Account Number	Description	Balance	Total
<b>99 - Consolidated Cash</b>				
Assets				
	99-1000	Cash	1,276,280.59	
	99-1210	Due From General Fund	0.00	
	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>1,276,280.59</u>	<u>1,276,280.59</u>

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Account Type	Account Number	Description	Balance	Total
<b>99 - Consolidated Cash</b>				
Liabilities				
	99-2000	Accounts Payable	0.00	
	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	1,276,280.59	
	Total Liabilities		1,276,280.59	
	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			1,276,280.59

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<b>10 - General Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Sales Tax	46,497.31	0.00	46,497.31	95,803.04	0.00	0.00%	(95,803.04)
Property Tax	74,749.03	0.00	74,749.03	92,165.45	0.00	0.00%	(92,165.45)
Miscellaneous	32.91	0.00	32.91	1,498.84	0.00	0.00%	(1,498.84)
Fines & Forfeitures	23,267.18	0.00	23,267.18	43,448.87	0.00	0.00%	(43,448.87)
License & Permits	180,802.62	0.00	180,802.62	317,025.05	0.00	0.00%	(317,025.05)
Business & Franchise	5,622.15	0.00	5,622.15	5,622.15	0.00	0.00%	(5,622.15)
Grant Income	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	<u>330,971.20</u>	<u>0.00</u>	<u>330,971.20</u>	<u>555,563.40</u>	<u>0.00</u>	<u>0.00%</u>	<u>(555,563.40)</u>
<b>Expense Summary</b>							
Personnel Services	144,222.07	0.00	144,222.07	258,639.80	0.00	0.00%	(258,639.80)
Professional/Contract Services	146,047.53	0.00	146,047.53	151,913.43	0.00	0.00%	(151,913.43)
Materials & Supplies	73,645.98	0.00	73,645.98	87,916.23	0.00	0.00%	(87,916.23)
Services	7,813.52	0.00	7,813.52	7,813.52	0.00	0.00%	(7,813.52)
Capital Outlay	9,100.00	0.00	9,100.00	9,100.00	0.00	0.00%	(9,100.00)
Expense Totals	<u>380,829.10</u>	<u>0.00</u>	<u>380,829.10</u>	<u>515,382.98</u>	<u>0.00</u>	<u>0.00%</u>	<u>(515,382.98)</u>

City of Iowa Colony  
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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Sales Tax</b>							
10-4109 Mixed Beverage Tax	64.53	0.00	64.53	129.19	0.00	0.00%	(129.19)
10-4110 City Sales Tax	46,432.78	0.00	46,432.78	95,673.85	0.00	0.00%	(95,673.85)
Sales Tax Totals	46,497.31	0.00	46,497.31	95,803.04	0.00	0.00%	(95,803.04)
<b>Property Tax</b>							
10-4120 Property Tax	74,564.21	0.00	74,564.21	90,885.62	0.00	0.00%	(90,885.62)
10-4121 Delinquent Property Tax	184.82	0.00	184.82	2,183.29	0.00	0.00%	(2,183.29)
10-4130 Property Tax - TIF - 70%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4131 Delinquent Tax - TIF - 70%	0.00	0.00	0.00	(632.42)	0.00	0.00%	632.42
10-4132 City Property Tax TIF 30%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4133 City Property Delinquent TIF 30%	0.00	0.00	0.00	(271.04)	0.00	0.00%	271.04
10-4135 Property Tax MUD 31 - 70%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4136 Delinquent Tax MUD 31 - 70%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4137 Property Tax MUD 31 - 30%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4138 Delinquent Tax MUD 31 - 30%	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Property Tax Totals	74,749.03	0.00	74,749.03	92,165.45	0.00	0.00%	(92,165.45)
<b>Miscellaneous</b>							
10-4124 Accident Reports	25.00	0.00	25.00	30.00	0.00	0.00%	(30.00)
10-4126 MUD 31 Pub Safety Contr	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4127 MUD 32 Pub Saf	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4134 Intermodel Ship Container	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4805 Park Reserves	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4910 Interest Income	0.90	0.00	0.90	1.83	0.00	0.00%	(1.83)
10-4911 Other Revenue	7.01	0.00	7.01	1,467.01	0.00	0.00%	(1,467.01)
Miscellaneous Totals	32.91	0.00	32.91	1,498.84	0.00	0.00%	(1,498.84)

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Miscellaneous</b>							
<b>Fines &amp; Forfeitures</b>							
10-4125 Arrest Fee	906.20	0.00	906.20	1,760.71	0.00	0.00%	(1,760.71)
10-4701 Citations/Warrants	20,943.48	0.00	20,943.48	39,316.12	0.00	0.00%	(39,316.12)
10-4702 Delinquent Court Collection	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4703 Municipal Jury Funds	17.70	0.00	17.70	34.23	0.00	0.00%	(34.23)
10-4704 Local Truancy Prevention	884.80	0.00	884.80	1,320.97	0.00	0.00%	(1,320.97)
10-4705 Time Payment Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4706 Omnibase Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4709 Court Costs	515.00	0.00	515.00	1,016.84	0.00	0.00%	(1,016.84)
Fines & Forfeitures Totals	23,267.18	0.00	23,267.18	43,448.87	0.00	0.00%	(43,448.87)
<b>License &amp; Permits</b>							
10-4201 Building Construction Permits	98,499.99	0.00	98,499.99	176,586.12	0.00	0.00%	(176,586.12)
10-4202 Trade Fees	6,873.10	0.00	6,873.10	8,488.10	0.00	0.00%	(8,488.10)
10-4203 Reinspection Fees	7,375.00	0.00	7,375.00	14,550.00	0.00	0.00%	(14,550.00)
10-4204 Signs	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4205 PIP - Prop Improv Permit	194.00	0.00	194.00	935.60	0.00	0.00%	(935.60)
10-4206 Dirt Work Permits	0.00	0.00	0.00	500.00	0.00	0.00%	(500.00)
10-4207 Driveway Permits	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4210 Culvert Permit	150.00	0.00	150.00	150.00	0.00	0.00%	(150.00)
10-4211 Commercial Vehicle Permit	0.00	0.00	0.00	500.00	0.00	0.00%	(500.00)
10-4212 Park Use Permit	0.00	0.00	0.00	50.00	0.00	0.00%	(50.00)
10-4213 Mobile Food Unit Permit	0.00	0.00	0.00	300.00	0.00	0.00%	(300.00)
10-4301 Preliminary Plat Fees	6,380.00	0.00	6,380.00	8,630.00	0.00	0.00%	(8,630.00)
10-4302 Final Plat Fees	5,260.00	0.00	5,260.00	5,260.00	0.00	0.00%	(5,260.00)

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<b>10 - General Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>License &amp; Permits</b>							
10-4303 Abbreviated Plat Fees	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4305 Admin Fee - Early Plat Recording	0.00	0.00	0.00	17,404.85	0.00	0.00%	(17,404.85)
10-4401 Infrastructure Plan Review Fee	10,071.92	0.00	10,071.92	19,294.57	0.00	0.00%	(19,294.57)
10-4403 Civil Site Plan Review Fee	45,998.61	0.00	45,998.61	64,375.81	0.00	0.00%	(64,375.81)
10-4501 Rezoning Fees	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4503 Specific Use Permit	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
License & Permits Totals	180,802.62	0.00	180,802.62	317,025.05	0.00	0.00%	(317,025.05)
<b>Business &amp; Franchise</b>							
10-4601 Franchise Tax - Electric	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4602 Franchise Tax - Gas	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-4603 Telecommunication Fee - Sales	5,622.15	0.00	5,622.15	5,622.15	0.00	0.00%	(5,622.15)
Business & Franchise Totals	5,622.15	0.00	5,622.15	5,622.15	0.00	0.00%	(5,622.15)
<b>Grant Income</b>							
10-4803 State & Federal Grants	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Grant Income Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	330,971.20	0.00	330,971.20	555,563.40	0.00	0.00%	(555,563.40)

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<b>10 - General Fund Administration</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Materials & Supplies	7,062.23	0.00	7,062.23	8,652.48	0.00	0.00%	(8,652.48)
Personnel Services	36,555.91	0.00	36,555.91	57,380.96	0.00	0.00%	(57,380.96)
Professional/Contract Services	38,695.30	0.00	38,695.30	44,561.20	0.00	0.00%	(44,561.20)
Services	3,183.11	0.00	3,183.11	3,183.11	0.00	0.00%	(3,183.11)
<b>Administration Totals</b>	<u>85,496.55</u>	<u>0.00</u>	<u>85,496.55</u>	<u>113,777.75</u>	<u>0.00</u>	<u>0.00%</u>	<u>(113,777.75)</u>

<b>10 - General Fund Finance</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	29,079.99	0.00	29,079.99	29,079.99	0.00	0.00%	(29,079.99)
Personnel Services	7,813.75	0.00	7,813.75	15,244.82	0.00	0.00%	(15,244.82)
Professional/Contract Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Finance Totals</b>	<u>36,893.74</u>	<u>0.00</u>	<u>36,893.74</u>	<u>44,324.81</u>	<u>0.00</u>	<u>0.00%</u>	<u>(44,324.81)</u>

<b>10 - General Fund Police</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	6,262.00	0.00	6,262.00	6,262.00	0.00	0.00%	(6,262.00)
Personnel Services	65,124.58	0.00	65,124.58	119,393.35	0.00	0.00%	(119,393.35)
Professional/Contract Services	880.80	0.00	880.80	880.80	0.00	0.00%	(880.80)
Services	4,290.91	0.00	4,290.91	4,290.91	0.00	0.00%	(4,290.91)
<b>Police Totals</b>	<u>76,558.29</u>	<u>0.00</u>	<u>76,558.29</u>	<u>130,827.06</u>	<u>0.00</u>	<u>0.00%</u>	<u>(130,827.06)</u>

<b>10 - General Fund Animal Control</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
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Materials & Supplies	45.00	0.00	45.00	45.00	0.00	0.00%	(45.00)
Personnel Services	4,796.19	0.00	4,796.19	9,247.53	0.00	0.00%	(9,247.53)
Professional/Contract Services	250.00	0.00	250.00	250.00	0.00	0.00%	(250.00)
Services	169.75	0.00	169.75	169.75	0.00	0.00%	(169.75)
<b>Animal Control Totals</b>	<u>5,260.94</u>	<u>0.00</u>	<u>5,260.94</u>	<u>9,712.28</u>	<u>0.00</u>	<u>0.00%</u>	<u>(9,712.28)</u>

<b>10 - General Fund Emergency Management</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Professional/Contract Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Emergency Management Totals</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>0.00</u>

<b>10 - General Fund Municipal Court</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	2,694.90	0.00	2,694.90	2,694.90	0.00	0.00%	(2,694.90)
Personnel Services	9,792.71	0.00	9,792.71	18,676.54	0.00	0.00%	(18,676.54)
Professional/Contract Services	7,461.15	0.00	7,461.15	7,461.15	0.00	0.00%	(7,461.15)
<b>Municipal Court Totals</b>	<u>19,948.76</u>	<u>0.00</u>	<u>19,948.76</u>	<u>28,832.59</u>	<u>0.00</u>	<u>0.00%</u>	<u>(28,832.59)</u>

<b>10 - General Fund Public Works</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	6,898.95	0.00	6,898.95	6,898.95	0.00	0.00%	(6,898.95)
Personnel Services	6,665.94	0.00	6,665.94	12,961.73	0.00	0.00%	(12,961.73)
Professional/Contract Services	12,279.86	0.00	12,279.86	12,279.86	0.00	0.00%	(12,279.86)
Services	169.75	0.00	169.75	169.75	0.00	0.00%	(169.75)
<b>Public Works Totals</b>	<u>26,014.50</u>	<u>0.00</u>	<u>26,014.50</u>	<u>32,310.29</u>	<u>0.00</u>	<u>0.00%</u>	<u>(32,310.29)</u>

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<b>10 - General Fund Parks &amp; Recreation</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	6,134.95	0.00	6,134.95	9,134.95	0.00	0.00%	(9,134.95)
Professional/Contract Services	16,500.00	0.00	16,500.00	16,500.00	0.00	0.00%	(16,500.00)
<b>Parks &amp; Recreation Totals</b>	<u>22,634.95</u>	<u>0.00</u>	<u>22,634.95</u>	<u>25,634.95</u>	<u>0.00</u>	<u>0.00%</u>	<u>(25,634.95)</u>

<b>10 - General Fund Community Development</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	14,766.25	0.00	14,766.25	24,446.25	0.00	0.00%	(24,446.25)
Personnel Services	4,801.49	0.00	4,801.49	8,887.43	0.00	0.00%	(8,887.43)
Professional/Contract Services	30,020.10	0.00	30,020.10	30,020.10	0.00	0.00%	(30,020.10)
Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Community Development Totals</b>	<u>49,587.84</u>	<u>0.00</u>	<u>49,587.84</u>	<u>63,353.78</u>	<u>0.00</u>	<u>0.00%</u>	<u>(63,353.78)</u>

<b>10 - General Fund Fire Marshal/Building Official</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	701.71	0.00	701.71	701.71	0.00	0.00%	(701.71)
Personnel Services	8,671.50	0.00	8,671.50	16,847.44	0.00	0.00%	(16,847.44)
Professional/Contract Services	39,960.32	0.00	39,960.32	39,960.32	0.00	0.00%	(39,960.32)
Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Fire Marshal/Building Official Totals</b>	<u>49,333.53</u>	<u>0.00</u>	<u>49,333.53</u>	<u>57,509.47</u>	<u>0.00</u>	<u>0.00%</u>	<u>(57,509.47)</u>

<b>10 - General Fund Capital and Planning Projects</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	9,100.00	0.00	9,100.00	9,100.00	0.00	0.00%	(9,100.00)

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<b>Capital and Planning Projects Totals</b>	<u>9,100.00</u>	<u>0.00</u>	<u>9,100.00</u>	<u>9,100.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>(9,100.00)</u>
<b>Expense Total</b>	<u>380,829.10</u>	<u>0.00</u>	<u>380,829.10</u>	<u>515,382.98</u>	<u>0.00</u>	<u>0.00%</u>	<u>(515,382.98)</u>

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<b>10 - General Fund Administration</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% Budget Used</b>	<b>Budget Remaining</b>
10-10-5101 Salaries - Full Time	16,130.46	0.00	16,130.46	32,260.92	0.00	0.00%	(32,260.92)
10-10-5102 Salaries - Part Time	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5103 Salaries - Temp	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5104 Salaries - Overtime	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5106 Social Security/Medicare	1,277.36	0.00	1,277.36	2,516.97	0.00	0.00%	(2,516.97)
10-10-5107 TMRS	1,862.82	0.00	1,862.82	4,363.96	0.00	0.00%	(4,363.96)
10-10-5108 Health & Life Insurance	15,126.93	0.00	15,126.93	15,126.93	0.00	0.00%	(15,126.93)
10-10-5109 Worker's Comp	564.50	0.00	564.50	564.50	0.00	0.00%	(564.50)
10-10-5110 Texas Workforce Commission	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5111 Vehicle Allowance	553.84	0.00	553.84	1,107.68	0.00	0.00%	(1,107.68)
10-10-5112 457(b) Reimbursement	800.00	0.00	800.00	1,200.00	0.00	0.00%	(1,200.00)
10-10-5114 Benefits Admin Fees	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5115 Longevity Pay	240.00	0.00	240.00	240.00	0.00	0.00%	(240.00)
10-10-5117 Certificate Pay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5121 Payroll Expense/Direct	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5201 Legal Services	16,816.02	0.00	16,816.02	16,816.02	0.00	0.00%	(16,816.02)
10-10-5202 Audit Services	12,000.00	0.00	12,000.00	13,500.00	0.00	0.00%	(13,500.00)
10-10-5203 Attorney/Prosecutor Fees	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5206 Professional Services	1,827.40	0.00	1,827.40	1,827.40	0.00	0.00%	(1,827.40)
10-10-5207 Building Inspector	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5208 Engineering Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5210 Election Expenses	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5211 Bank Fees	12.50	0.00	12.50	92.60	0.00	0.00%	(92.60)
10-10-5212 Credit Card Processing Fees	0.00	0.00	0.00	3,839.30	0.00	0.00%	(3,839.30)
10-10-5213 Legal Notices Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5214 Advertising/Printing Expense	195.60	0.00	195.60	195.60	0.00	0.00%	(195.60)

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<b>10 - General Fund Administration</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5215 BCAD Fee	113.25	0.00	113.25	113.25	0.00	0.00%	(113.25)
10-10-5216 Pest Control Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5217 Professional Cleaning Services	2,500.00	0.00	2,500.00	2,500.00	0.00	0.00%	(2,500.00)
10-10-5218 Lawn Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5221 Website Administration	3,780.00	0.00	3,780.00	3,780.00	0.00	0.00%	(3,780.00)
10-10-5223 Training & Travel	985.53	0.00	985.53	1,432.03	0.00	0.00%	(1,432.03)
10-10-5224 Dues & Subscriptions	365.00	0.00	365.00	365.00	0.00	0.00%	(365.00)
10-10-5225 Seminars/BCCA	100.00	0.00	100.00	100.00	0.00	0.00%	(100.00)
10-10-5227 Legislative Affairs	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5228 Tax Appraisal & Collection	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5301 Office Supplies	545.59	0.00	545.59	633.84	0.00	0.00%	(633.84)
10-10-5302 Janitorial Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5303 Public Education & Training	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5309 Uniforms	181.88	0.00	181.88	181.88	0.00	0.00%	(181.88)
10-10-5310 Postage	226.68	0.00	226.68	226.68	0.00	0.00%	(226.68)
10-10-5311 Building Repairs &	4,130.00	0.00	4,130.00	5,080.00	0.00	0.00%	(5,080.00)
10-10-5312 Staff Recognition	(190.35)	0.00	(190.35)	(190.35)	0.00	0.00%	190.35
10-10-5314 Computer & Technology	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5315 Computer Software/License	1,792.00	0.00	1,792.00	2,344.00	0.00	0.00%	(2,344.00)
10-10-5317 Equipment & Other Rentals	278.01	0.00	278.01	278.01	0.00	0.00%	(278.01)
10-10-5329 Mayor's Special Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5330 Miscellaneous	98.42	0.00	98.42	98.42	0.00	0.00%	(98.42)
10-10-5331 Signs & Postings	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5401 Utilities - Electricity	548.59	0.00	548.59	548.59	0.00	0.00%	(548.59)
10-10-5402 Utilities - Traffic Signals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5403 Utilities - Telephone	974.44	0.00	974.44	974.44	0.00	0.00%	(974.44)

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<b>10 - General Fund Administration</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5404 Mobile Technology Expense	174.58	0.00	174.58	174.58	0.00	0.00%	(174.58)
10-10-5405 Insurance - Liability & Prop	1,485.50	0.00	1,485.50	1,485.50	0.00	0.00%	(1,485.50)
10-10-5406 Insurance - Windstorm	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5407 Insurance - Vehicles	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5630 Furniture & Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Administration Totals	85,496.55	0.00	85,496.55	113,777.75	0.00	0.00%	(113,777.75)

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<b>10 - General Fund Finance</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-15-5101 Salaries - Full Time	6,080.00	0.00	6,080.00	12,160.00	0.00	0.00%	(12,160.00)
10-15-5106 Social Security/Medicare	464.87	0.00	464.87	925.83	0.00	0.00%	(925.83)
10-15-5107 TMRS	645.31	0.00	645.31	1,535.42	0.00	0.00%	(1,535.42)
10-15-5108 Health & Life Insurance	563.57	0.00	563.57	563.57	0.00	0.00%	(563.57)
10-15-5109 Worker's Comp	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-15-5110 Texas Workforce Commission	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-15-5114 Benefits Admin Fees	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-15-5115 Longevity Pay	60.00	0.00	60.00	60.00	0.00	0.00%	(60.00)
10-15-5223 Training & Travel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-15-5224 Dues & Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-15-5301 Office Supplies	329.99	0.00	329.99	329.99	0.00	0.00%	(329.99)
10-15-5310 Postage	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
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	28,750.00	0.00	28,750.00	28,750.00	0.00	0.00%	(28,750.00)
Finance Totals	36,893.74	0.00	36,893.74	44,324.81	0.00	0.00%	(44,324.81)

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<b>10 - General Fund Police</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% Budget Used</b>	<b>Budget Remaining</b>
10-20-5101 Salaries - Full Time	40,411.60	0.00	40,411.60	82,997.44	0.00	0.00%	(82,997.44)
10-20-5102 Salaries - Part Time	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5104 Salaries - Overtime	3,291.69	0.00	3,291.69	4,100.55	0.00	0.00%	(4,100.55)
10-20-5106 Social Security/Medicare	3,334.00	0.00	3,334.00	6,612.48	0.00	0.00%	(6,612.48)
10-20-5107 TMRS	4,795.00	0.00	4,795.00	11,153.18	0.00	0.00%	(11,153.18)
10-20-5108 Health & Life Insurance	5,566.94	0.00	5,566.94	5,566.94	0.00	0.00%	(5,566.94)
10-20-5109 Worker's Comp	5,633.00	0.00	5,633.00	5,633.00	0.00	0.00%	(5,633.00)
10-20-5110 Texas Workforce Commission	172.35	0.00	172.35	198.22	0.00	0.00%	(198.22)
10-20-5114 Benefits Admin Fees	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5115 Longevity Pay	720.00	0.00	720.00	720.00	0.00	0.00%	(720.00)
10-20-5117 Certificate Pay	1,200.00	0.00	1,200.00	2,411.54	0.00	0.00%	(2,411.54)
10-20-5206 Professional Services	25.00	0.00	25.00	25.00	0.00	0.00%	(25.00)
10-20-5222 Investigations	107.00	0.00	107.00	107.00	0.00	0.00%	(107.00)
10-20-5223 Training & Travel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5224 Dues & Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5230 Radio Service	748.80	0.00	748.80	748.80	0.00	0.00%	(748.80)
10-20-5231 Recruiting & Hiring Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5301 Office Supplies	77.46	0.00	77.46	77.46	0.00	0.00%	(77.46)
10-20-5303 Public Education & Training	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5307 Investigation Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5309 Uniforms	783.82	0.00	783.82	783.82	0.00	0.00%	(783.82)
10-20-5310 Postage	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5311 Building Repairs &	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5313 Fuel Expense	2,722.37	0.00	2,722.37	2,722.37	0.00	0.00%	(2,722.37)
10-20-5314 Computer & Technology	1,784.42	0.00	1,784.42	1,784.42	0.00	0.00%	(1,784.42)
10-20-5315 Computer Software/License	0.00	0.00	0.00	0.00	0.00	0.00%	0.00



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<b>10 - General Fund Police</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5318 Vehicle Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5319 Vehicle Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5320 Traffic Equipment & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5325 Lab Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5326 Radio Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-20-5328 Small Tools & Minor	476.45	0.00	476.45	476.45	0.00	0.00%	(476.45)
10-20-5330 Miscellaneous	417.48	0.00	417.48	417.48	0.00	0.00%	(417.48)
10-20-5404 Mobile Technology Expense	608.16	0.00	608.16	608.16	0.00	0.00%	(608.16)
10-20-5405 Insurance - Liability & Prop	1,928.25	0.00	1,928.25	1,928.25	0.00	0.00%	(1,928.25)
10-20-5407 Insurance - Vehicles	1,754.50	0.00	1,754.50	1,754.50	0.00	0.00%	(1,754.50)
10-20-5410 Vehicle Replacement Fund	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Police Totals	76,558.29	0.00	76,558.29	130,827.06	0.00	0.00%	(130,827.06)

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<b>10 - General Fund Animal Control</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-21-5101 Salaries - Full Time	3,361.60	0.00	3,361.60	6,723.20	0.00	0.00%	(6,723.20)
10-21-5104 Salaries - Overtime	157.60	0.00	157.60	441.28	0.00	0.00%	(441.28)
10-21-5106 Social Security/Medicare	266.26	0.00	266.26	538.65	0.00	0.00%	(538.65)
10-21-5107 TMRS	376.18	0.00	376.18	909.85	0.00	0.00%	(909.85)
10-21-5108 Health & Life Insurance	574.55	0.00	574.55	574.55	0.00	0.00%	(574.55)
10-21-5109 Worker's Comp	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5110 Texas Workforce Commission	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5114 Benefits Admin Fees	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5115 Longevity Pay	60.00	0.00	60.00	60.00	0.00	0.00%	(60.00)
10-21-5117 Certificate Pay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5223 Training & Travel	225.00	0.00	225.00	225.00	0.00	0.00%	(225.00)
10-21-5224 Dues & Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5229 Contractual Services	25.00	0.00	25.00	25.00	0.00	0.00%	(25.00)
10-21-5301 Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5309 Uniforms	45.00	0.00	45.00	45.00	0.00	0.00%	(45.00)
10-21-5310 Postage	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5311 Building Repairs &	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5313 Fuel Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5318 Vehicle Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5319 Vehicle Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5328 Small Tools & Minor	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-21-5407 Insurance - Vehicles	169.75	0.00	169.75	169.75	0.00	0.00%	(169.75)
10-21-5410 Vehicle Replacement Fund	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Animal Control Totals	5,260.94	0.00	5,260.94	9,712.28	0.00	0.00%	(9,712.28)

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<b>10 - General Fund Emergency Management</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-22-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-22-5214 Advertising/Printing Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-22-5223 Training & Travel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-22-5229 Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-22-5301 Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-22-5315 Computer Software/License	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Emergency Management Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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<b>10 - General Fund Municipal Court</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% Budget Used</b>	<b>Budget Remaining</b>
10-25-5101 Salaries - Full Time	7,064.00	0.00	7,064.00	14,128.00	0.00	0.00%	(14,128.00)
10-25-5104 Salaries - Overtime	115.09	0.00	115.09	233.01	0.00	0.00%	(233.01)
10-25-5106 Social Security/Medicare	547.07	0.00	547.07	1,091.74	0.00	0.00%	(1,091.74)
10-25-5107 TMRS	770.52	0.00	770.52	1,835.46	0.00	0.00%	(1,835.46)
10-25-5108 Health & Life Insurance	1,143.73	0.00	1,143.73	1,143.73	0.00	0.00%	(1,143.73)
10-25-5109 Worker's Comp	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-25-5110 Texas Workforce Commission	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-25-5114 Benefits Admin Fees	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-25-5115 Longevity Pay	60.00	0.00	60.00	60.00	0.00	0.00%	(60.00)
10-25-5117 Certificate Pay	92.30	0.00	92.30	184.60	0.00	0.00%	(184.60)
10-25-5203 Attorney/Prosecutor Fees	4,737.50	0.00	4,737.50	4,737.50	0.00	0.00%	(4,737.50)
10-25-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-25-5209 Judge Fees	2,581.25	0.00	2,581.25	2,581.25	0.00	0.00%	(2,581.25)
10-25-5220 Interpreter Services	92.40	0.00	92.40	92.40	0.00	0.00%	(92.40)
10-25-5223 Training & Travel	50.00	0.00	50.00	50.00	0.00	0.00%	(50.00)
10-25-5301 Office Supplies	153.90	0.00	153.90	153.90	0.00	0.00%	(153.90)
10-25-5308 Jury Trial Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-25-5309 Uniforms	32.00	0.00	32.00	32.00	0.00	0.00%	(32.00)
10-25-5310 Postage	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-25-5314 Computer & Technology	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-25-5315 Computer Software/License	2,509.00	0.00	2,509.00	2,509.00	0.00	0.00%	(2,509.00)
<b>Municipal Court Totals</b>	<b>19,948.76</b>	<b>0.00</b>	<b>19,948.76</b>	<b>28,832.59</b>	<b>0.00</b>	<b>0.00%</b>	<b>(28,832.59)</b>

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<b>10 - General Fund Public Works</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-30-5101 Salaries - Full Time	4,592.00	0.00	4,592.00	9,184.00	0.00	0.00%	(9,184.00)
10-30-5104 Salaries - Overtime	516.60	0.00	516.60	1,076.25	0.00	0.00%	(1,076.25)
10-30-5106 Social Security/Medicare	390.55	0.00	390.55	780.49	0.00	0.00%	(780.49)
10-30-5107 TMRS	543.22	0.00	543.22	1,297.42	0.00	0.00%	(1,297.42)
10-30-5108 Health & Life Insurance	563.57	0.00	563.57	563.57	0.00	0.00%	(563.57)
10-30-5109 Worker's Comp	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5110 Texas Workforce Commission	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5114 Benefits Admin Fees	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5115 Longevity Pay	60.00	0.00	60.00	60.00	0.00	0.00%	(60.00)
10-30-5219 Roads, Bridges & Drainage	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5229 Contractual Services	12,279.86	0.00	12,279.86	12,279.86	0.00	0.00%	(12,279.86)
10-30-5301 Office Supplies	825.19	0.00	825.19	825.19	0.00	0.00%	(825.19)
10-30-5306 Building Materials & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5309 Uniforms	214.99	0.00	214.99	214.99	0.00	0.00%	(214.99)
10-30-5313 Fuel Expense	318.50	0.00	318.50	318.50	0.00	0.00%	(318.50)
10-30-5316 Equipment Repair/Parts	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5317 Equipment & Other Rentals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5318 Vehicle Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5319 Vehicle Repairs & Maintenance	28.62	0.00	28.62	28.62	0.00	0.00%	(28.62)
10-30-5320 Traffic Equipment & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5321 Public Works Maintenance	4,900.00	0.00	4,900.00	4,900.00	0.00	0.00%	(4,900.00)
10-30-5322 Special Road Work	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5328 Small Tools & Minor	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-30-5331 Signs & Postings	611.65	0.00	611.65	611.65	0.00	0.00%	(611.65)
10-30-5407 Insurance - Vehicles	169.75	0.00	169.75	169.75	0.00	0.00%	(169.75)
10-30-5410 Vehicle Replacement Fund	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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<b>10 - General Fund Public Works</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Public Works Totals	26,014.50	0.00	26,014.50	32,310.29	0.00	0.00%	(32,310.29)

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<b>10 - General Fund Parks &amp; Recreation</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-32-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-32-5229 Contractual Services	16,500.00	0.00	16,500.00	16,500.00	0.00	0.00%	(16,500.00)
10-32-5301 Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-32-5309 Uniforms	148.00	0.00	148.00	148.00	0.00	0.00%	(148.00)
10-32-5323 Park Improvements	1,799.00	0.00	1,799.00	1,799.00	0.00	0.00%	(1,799.00)
10-32-5324 Park Maintenance	4,187.95	0.00	4,187.95	7,187.95	0.00	0.00%	(7,187.95)
10-32-5330 Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-32-5331 Signs & Postings	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Parks & Recreation Totals	22,634.95	0.00	22,634.95	25,634.95	0.00	0.00%	(25,634.95)

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<b>10 - General Fund Community Development</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-35-5101 Salaries - Full Time	3,280.00	0.00	3,280.00	6,560.00	0.00	0.00%	(6,560.00)
10-35-5104 Salaries - Overtime	130.69	0.00	130.69	195.27	0.00	0.00%	(195.27)
10-35-5106 Social Security/Medicare	269.85	0.00	269.85	521.56	0.00	0.00%	(521.56)
10-35-5107 TMRS	377.38	0.00	377.38	867.03	0.00	0.00%	(867.03)
10-35-5108 Health & Life Insurance	563.57	0.00	563.57	563.57	0.00	0.00%	(563.57)
10-35-5109 Worker's Comp	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-35-5110 Texas Workforce Commission	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-35-5114 Benefits Admin Fees	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-35-5115 Longevity Pay	180.00	0.00	180.00	180.00	0.00	0.00%	(180.00)
10-35-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-35-5208 Engineering Services	30,020.10	0.00	30,020.10	30,020.10	0.00	0.00%	(30,020.10)
10-35-5301 Office Supplies	86.25	0.00	86.25	86.25	0.00	0.00%	(86.25)
10-35-5309 Uniforms	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-35-5314 Computer & Technology	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-35-5315 Computer Software/License	14,680.00	0.00	14,680.00	24,360.00	0.00	0.00%	(24,360.00)
10-35-5411 TIF Fund/MUD 31 Payable	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Community Development Totals	49,587.84	0.00	49,587.84	63,353.78	0.00	0.00%	(63,353.78)



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<b>10 - General Fund Fire Marshal/Building Official</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% Budget Used</b>	<b>Budget Remaining</b>
10-36-5101 Salaries - Full Time	6,710.46	0.00	6,710.46	13,420.92	0.00	0.00%	(13,420.92)
10-36-5104 Salaries - Overtime	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-36-5106 Social Security/Medicare	482.95	0.00	482.95	966.02	0.00	0.00%	(966.02)
10-36-5107 TMRS	711.57	0.00	711.57	1,693.98	0.00	0.00%	(1,693.98)
10-36-5108 Health & Life Insurance	706.52	0.00	706.52	706.52	0.00	0.00%	(706.52)
10-36-5109 Worker's Comp	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-36-5110 Texas Workforce Commission	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-36-5114 Benefits Admin Fees	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-36-5115 Longevity Pay	60.00	0.00	60.00	60.00	0.00	0.00%	(60.00)
10-36-5207 Building Inspector	39,235.00	0.00	39,235.00	39,235.00	0.00	0.00%	(39,235.00)
10-36-5223 Training & Travel	350.00	0.00	350.00	350.00	0.00	0.00%	(350.00)
10-36-5224 Dues & Subscriptions	375.32	0.00	375.32	375.32	0.00	0.00%	(375.32)
10-36-5301 Office Supplies	12.99	0.00	12.99	12.99	0.00	0.00%	(12.99)
10-36-5303 Public Education & Training	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-36-5307 Investigation Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-36-5309 Uniforms	75.00	0.00	75.00	75.00	0.00	0.00%	(75.00)
10-36-5310 Postage	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-36-5313 Fuel Expense	412.84	0.00	412.84	412.84	0.00	0.00%	(412.84)
10-36-5319 Vehicle Repairs & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-36-5328 Small Tools & Minor	200.88	0.00	200.88	200.88	0.00	0.00%	(200.88)
10-36-5407 Insurance - Vehicles	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-36-5410 Vehicle Replacement Fund	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Fire Marshal/Building Official Totals</b>	<b>49,333.53</b>	<b>0.00</b>	<b>49,333.53</b>	<b>57,509.47</b>	<b>0.00</b>	<b>0.00%</b>	<b>(57,509.47)</b>

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<b>10 - General Fund Capital and Planning Projects</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-90-5610 Land Purchase and	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-90-5620 Building Purchase,	9,100.00	0.00	9,100.00	9,100.00	0.00	0.00%	(9,100.00)
10-90-5630 Furniture & Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-90-5640 Capital Assets	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-90-5650 Vehicles & Machinery	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Capital and Planning Projects Totals	9,100.00	0.00	9,100.00	9,100.00	0.00	0.00%	(9,100.00)
Expense Totals	380,829.10	0.00	380,829.10	515,382.98	0.00	0.00%	(515,382.98)

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<b>20 - Crime Control and Prevention District Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Sales Tax	20,245.46	0.00	20,245.46	42,144.92	0.00	0.00%	(42,144.92)
Revenue Totals	<u>20,245.46</u>	<u>0.00</u>	<u>20,245.46</u>	<u>42,144.92</u>	<u>0.00</u>	<u>0.00%</u>	<u>(42,144.92)</u>
<b>Expense Summary</b>							
Personnel Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Professional/Contract Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Materials & Supplies	543.36	0.00	543.36	543.36	0.00	0.00%	(543.36)
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	<u>543.36</u>	<u>0.00</u>	<u>543.36</u>	<u>543.36</u>	<u>0.00</u>	<u>0.00%</u>	<u>(543.36)</u>

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<b>20 - Crime Control and Prevention District Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Sales Tax</b>							
20-4112 CCPD - Sales Tax	20,245.46	0.00	20,245.46	42,144.92	0.00	0.00%	(42,144.92)
Sales Tax Totals	20,245.46	0.00	20,245.46	42,144.92	0.00	0.00%	(42,144.92)
Revenue Totals	20,245.46	0.00	20,245.46	42,144.92	0.00	0.00%	(42,144.92)

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<b>20 - Crime Control and Prevention Dist Police</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Materials & Supplies	543.36	0.00	543.36	543.36	0.00	0.00%	(543.36)
Personnel Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Professional/Contract Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Police Totals</b>	543.36	0.00	543.36	543.36	0.00	0.00%	(543.36)
<b>Expense Total</b>	543.36	0.00	543.36	543.36	0.00	0.00%	(543.36)

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<b>20 - Crime Control and Prevention Dist Police</b>	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Budget Variance</b>	<b>YTD Actual</b>	<b>Annual Budget</b>	<b>% Budget Used</b>	<b>Budget Remaining</b>
20-20-5104 Salaries - Overtime	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5206 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5214 Advertising/Printing Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5222 Investigations	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5223 Training & Travel	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5301 Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5303 Public Education & Training	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5307 Investigation Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5314 Computer & Technology	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5315 Computer Software/License	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5316 Equipment Repair/Parts	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5317 Equipment & Other Rentals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5330 Miscellaneous	543.36	0.00	543.36	543.36	0.00	0.00%	(543.36)
20-20-5630 Furniture & Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20-20-5650 Vehicles & Machinery	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Police Totals	543.36	0.00	543.36	543.36	0.00	0.00%	(543.36)
Expense Totals	543.36	0.00	543.36	543.36	0.00	0.00%	(543.36)

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<b>30 - Capital Improvements Plan Fund (Debt Service)</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Expense Summary</b>							
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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

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<b>30 - Capital Improvements Plan Fund Administration</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Administration Totals</b>	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Expense Total</b>	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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<b>30 - Capital Improvements Plan Fund (Administration)</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
30-10-5501 Debt Principal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5502 Bond Principal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5503 Long Term Debt Principal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5507 Debt Service	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5511 Interest on Bonds	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5513 Interest on Debt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5514 Amortization of Bonds & Other	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5515 Amortization of Premium &	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
30-10-5519 Interest Expenditures	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Administration Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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<b>40 - Court Technology Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Fines & Forfeitures	725.71	0.00	725.71	1,398.34	0.00	0.00%	(1,398.34)
Revenue Totals	<u>725.71</u>	<u>0.00</u>	<u>725.71</u>	<u>1,398.34</u>	<u>0.00</u>	<u>0.00%</u>	<u>(1,398.34)</u>
<b>Expense Summary</b>							
Materials & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>	<u>0.00</u>

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<b>40 - Court Technology Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Fines &amp; Forfeitures</b>							
40-4707 Court Technology Fee	725.71	0.00	725.71	1,398.34	0.00	0.00%	(1,398.34)
Fines & Forfeitures Totals	725.71	0.00	725.71	1,398.34	0.00	0.00%	(1,398.34)
Revenue Totals	725.71	0.00	725.71	1,398.34	0.00	0.00%	(1,398.34)

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<b>40 - Court Technology Fund Municipal Court</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Municipal Court Totals</b>	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Expense Total</b>	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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12/16/2021 10:13 AM

<b>40 - Court Technology Fund Municipal Court</b>	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	0.00	0.00	0.00%	0.00
Municipal Court Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

Copy

City of Iowa Colony  
Financial Statement  
As of November 30, 2021

12/16/2021 10:13 AM

<b>41 - Court Security Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Fines & Forfeitures	880.51	0.00	880.51	1,699.00	0.00	0.00%	(1,699.00)
Revenue Totals	880.51	0.00	880.51	1,699.00	0.00	0.00%	(1,699.00)
<b>Expense Summary</b>							
Materials & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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City of Iowa Colony  
Financial Statement  
As of November 30, 2021

12/16/2021 10:13 AM

<b>41 - Court Security Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Fines &amp; Forfeitures</b>							
41-4708 Court Security Fee	880.51	0.00	880.51	1,699.00	0.00	0.00%	(1,699.00)
Fines & Forfeitures Totals	880.51	0.00	880.51	1,699.00	0.00	0.00%	(1,699.00)
Revenue Totals	880.51	0.00	880.51	1,699.00	0.00	0.00%	(1,699.00)

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City of Iowa Colony  
Financial Statement  
As of November 30, 2021

12/16/2021 10:13:25 AM

<b>41 - Court Security Fund Municipal Court</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Municipal Court Totals</b>	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Expense Total</b>	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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City of Iowa Colony  
Financial Statement  
As of November 30, 2021

12/16/2021 10:13 AM

<b>41 - Court Security Fund Municipal Court</b>	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	0.00	0.00	0.00%	0.00
Municipal Court Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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City of Iowa Colony  
Financial Statement  
As of November 30, 2021

12/16/2021 10:13 AM

<b>50 - Vehicle Replacement Fund</b>	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
<b>Revenue Summary</b>							
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Revenue Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
<b>Expense Summary</b>							
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Expense Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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City of Iowa Colony  
Financial Statement  
As of November 30, 2021

12/16/2021 10:13 AM

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

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City of Iowa Colony  
Financial Statement  
As of November 30, 2021

12/16/2021 10:13:25 AM

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

Copy

City of Iowa Colony  
Financial Statement  
As of November 30, 2021

12/16/2021 10:13 AM

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

Copy

NO.	LOCATION	DESCRIPTION
<b>A</b>	<b>SIGNAGE</b>	
1	Meridiana pkwy@Iowa Colony Blvd.	Cross walk sign straighten
2	Cedar Rapids @Pursley	replaced stop sign
3	Meridiana Pkwy @Iowa Colony	fix Park Sign
4	Thoreau Dr. @Faulkner	Fix Leaning sign
5	Bullard pkwy@ 288	needs sign
6	Bullard pkwy@ 288	street marker
7	Iowa Colony Blvd.@Davenport pkwy	Straighten 40 M.P.H
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<b>B.</b>	<b>DEBRIS REMOVAL</b>	
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19		
<b>C. MOWING/TREE TRIMMING</b>		
1	3034 Cedar Ripids pkwy	trim trees
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16		
<b>D. STREET REPAIRS</b>		
1	10227 Coastal ct	water is backing up
2	Iowa Colony @bullard	Pothole
3	Meraidana €	gurd rail
4		
5		
6		
7		
8		
9		
<b>E. POWER LINES MAINTENANCE</b>		
1		
<b>Ditch Drainage issue</b>		
1	9206 Coleridge	put the manhole cover back on
2	20601 CR62	water backing up in driveway
3	3034 Cedar Ripid pkwy	Dig ditches
4	3034 Cedar Ripid pkwy	Clean Covers
5	Acklen Run .Dr	Manhole cover



Parks		
1	Park	fix the water fountain
2	Park	MLK Day
3	Park	soccer goals
4	Park	Soccer goals
5	Park	rake baseball fields 1
6	Park	rake baseball fields 2
7	Park	rake baseball field 3
8	Park	rake baseball field 4
9	Park	Grass Cut
10	Park	Treat Ants
Miscellaneous Works		
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NO.	LOCATION	DESCRIPTION
A	SIGNAGE	
1	Pursley Blvd@Duduque Pkwy	Replace Street maker
2	Bullard pkwy@Iowa colony blvd.	Replace 45 M.P.H
3	Bullard pkwy@Iowa colony blvd.	Remove pole
4	Bullard pkwy@Iowa colony blvd.	Remove Sleeve
5	Bullard pkwy@Iowa colony blvd.	Replace Sleeve
6	Bullard pkwy@Iowa colony blvd.	Replace wage
7	Bullard pkwy@Iowa colony blvd.	Placed brick
8	Bullard pkwy@Iowa colony blvd.	Replaced No truck sign
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B.	DEBRIS REMOVAL	
1	Pursley Blvd.	Remove bed
2	Karsten Rd.	Died Horse
3	Karsten Rd.	died Dog
4	CR 56	Sand over the road
5	Iowa Colony blvd.	Sand over the road
6	Meridiana pkwy@ Iowa Colony blvd.	Sand over the road
7	Meridiana pkwy @288	Sand over the road
8	Pursely Dr	Sand over the road
9	Bullard Dr.@ Iowa Colony blvd.	Sand over the road
10	48	Sand over the road
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<b>C. MOWING/TREE TRIMMING</b>		
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<b>D. STREET REPAIRS</b>		
1	Iowa Colony blvd.	Ice over roads
2	Meridiana pkwy@ Iowa Colony blvd.	Ice over roads
3	Meridiana pkwy @288	Ice over roads
4	Pursely Dr	Ice over roads
5	Bullard Dr.@ Iowa Colony blvd.	Ice over roads
6	48	Ice over roads
7		
8		
9		
<b>E. POWER LINES MAINTENANCE</b>		
1		
<b>Ditch Drainage issue</b>		
1	9542 Ruth Rd.	Remove Culvert
2	9542 Ruth Rd.	New Culverts
3	9542 Ruth Rd. to 9532Ruth Rd.	Grade Ditch
4	6540 Ruth Rd.	remove Culvert
5	6540 Ruth Rd.	Replace Culvert
6	6540 Ruth Rd.	Remove Culvert

7	6540 Ruth Rd.	Replace Culvert
8	9535 Ruth Rd. to 9445 Ruth.Rd	Grade Ditch
9	9235 Ruth rd. to 9411 Ruth Rd.	Grade Ditch
10	8707Cactus In	Remove Culvert
11	8707 Cactus In.	Replace Culvert
12	3819 Cactus In.	Grade Ditch
13		
Parks		
1	Park	rake baseball fields 1
2	Park	rake baseball fields 2
3	Park	rake baseball field 3
4	Park	rake baseball field 4
5	Park	Grass cut
6	Park	Treat for Ant
7	Park	new Mutch
8	Baseball Field	Grass cut
9	Park	fix water line
10	Park	broken toilet
Miscellaneous Works		
1	City Hall	Temp. tester
2	City Hall	Landscaping
3	City HALL	weather Pre
4	City Hall	Well not working
5	City Hall	Pipes burst fix
6	City Hall	Covered the pipes
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NO.	LOCATION	DESCRIPTION
A	SIGNAGE	
1	Cedar Rapids pkwy going (E)	Add Sleeve
2	Cedar Rapids pkwy going (W)	Add Sleeve
3	Cedar Rapids pkwy going (E)	Add Pole
4	Cedar Ripids pkwy going (W)	Add Pole
5	Cedar Ripids pkwy going (E)	Add Littering Prohibited
6	Cedar Ripids pkwy going (W)	Add Littering Prohibited
7	Cedar Rapids Pkwy	Remove Welcome to Iowa Colony
8	Cedar Rapids Pkwy	Welcome to iowa colony
9	Cedar rapids pkwy	Welcome to iowa colony
10	Cr 190	Welcome to iowa colony
11	Cr 190	Welcome to iowa colony
12	CR56@288	Stop Sign down
13	CR56@288	Do not enter
14	Kartsen	Road Close signs
15	Kartsen	Road Close signs
16	Kartsen	Street Sign
17	Kartsen	Ordinateds 2021-09 added on
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B.	DEBRIS REMOVAL	
1	Cr 190	Pick up Trash
2	Cr 190	Pick up Trash
3	CR 79	Pick up Trash
4	CR 79	Pick up Tires
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19		
<b>C. MOWING/TREE TRIMMING</b>		
1	Park	mowing
2	City Hall	mowing
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16		
<b>D. STREET REPAIRS</b>		
1	Wanda Way	Pot Hole
2	CR 382	Washout
3	Karsten	Added Gates
4	Karsten	Added Locks
5	Karsten	Make Keys
6	48 @hwy6	Pot Hole
7	48@hwy6	Pot Hole
8		
9		
<b>E. POWER LINES MAINTENANCE</b>		
1		
<b>Ditch Drainage issue</b>		
1	Bubuque	Grade Ditch
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3		
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Parks		
1	Parks	Fix water Fixture
2	Parks	Take down basketball nets
3	Parks	Take down basketball nets
4	Parks	Take down basketball nets
5	Parks	Take down basketball nets
6	Parks	New Nets
7	Parks	New Nets
8	Parks	New Nets
9	Parks	New Nets
10	Parks	Basketball goal replacement Bot
11	Parks	Reservation
12	Parks	Reservation
13	Parks	Women restroom toilet repair
14	Parks	Men sink repair
15	Parks	pick up trash
16	Parks	Clean Restroom
Miscellaneous Works		
1	City Hall	Exterminator
2	City Hall	Mice traps
3	City Hall	Plumbing replaced
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NO.	LOCATION	DESCRIPTION
<b>A</b>	<b>SIGNAGE</b>	
1	Iowa Colony blvd @Meridiana pkwy	Remove Post
2	Iowa Colony blvd @Meridiana pkwy	New Sleeve
3	Iowa Colony blvd @Meridiana pkwy	New Post
4	Iowa Colony blvd @Meridiana pkwy	Replace stop sign
5	Iowa Colony blvd @Meridiana pkwy	Replace Street markers
6	Iowa Colony blvd @Meridiana pkwy	Remove Post
7	Iowa Colony blvd @Meridiana pkwy	New Sleeve
8	Iowa Colony blvd @Meridiana pkwy	New Post
9	Iowa Colony blvd @Meridiana pkwy	Replace Arrow
10	Iowa Colony blvd @Meridiana pkwy	Replace People Walking
11	Iowa Colony blvd @Meridiana pkwy	New Hardware
12	Thoreau Dr @Faulkner Trl	Remove Post
13	Thoreau Dr @Faulkner Trl	Reinstall Post
14	Discovery Dr @Thoreau	straighting Post
15	Discovery Dr @Thoreau	Added Brick
16	Ames @Davenport	straighting Post
17	CR 758 @ Ames	new post
18	Oak @Iowa Colony	straighting Post
19	Bullard Rd @Karsten Blvd	Added Street Maker
20	Bullard Rd @Karsten Blvd	straighting Post
21	Bullard Rd @Karsten Blvd	Added Brick
22	Sky Blue @ Green Paradisse	Graffiti on stop sign
23		
24		
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<b>B.</b>	<b>DEBRIS REMOVAL</b>	
1	CR 79	Pick up tree off the road
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<b>C. MOWING/TREE TRIMMING</b>		
1	Green Paradise Dr	Park grass cut
2	Iowa Colony Tx	Grass cut
3	528 A	Grass Cut
4	City Hall	Grass cut
5	528A	Trees pick up
6	528A	Cut Trees Down
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16		
<b>D. STREET REPAIRS</b>		
1	Cr 57 @288 south	Pot hole
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9		
<b>E. POWER LINES MAINTENANCE</b>		
1		
<b>Ditch Drainage issue</b>		
1	Cactus RD	Grade ditch to DD5 ditch
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Parks		
1	Lion ball park (Schneider Field)	added dirt to the fields
2	Lion ball park (Yeatts Field)	added dirt to the fields
3	Lion Ball Park (Cameron Field)	added dirt to the fields
4	Lion Ball Park (Booth Field)	added dirt to the fields
5	City Park	Pick up trash
6	City Park	new hot water heater
7	City Park	Cut grass
8	City Park	new water filter
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16		
Miscellaneous Works		
1	City Hall	Fix Toilet
2	City Hall	Replaced inrrgation System
3	Karson	Installing 7 Bollards
4	Karson	installing 2 lock boxes
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NO.	LOCATION	DESCRIPTION
A	SIGNAGE	
1	CR 56 @ 288 south	arrow down
2	CR 758 @ Ames	Remove Post
3	CR 758 @ Ames	Remove sleeve
4	CR 758 @ Ames	Remove wedge
5	CR 758 @ Ames	Remove Stop Sign
6	CR 758 @ Ames	Remove Street Marker
7	CR 758 @ Ames	New Post
8	CR 758 @ Ames	New Sleeve
9	CR 758 @ Ames	New Wedge
10	CR 758 @ Ames	Reinstall Stop sign
11	CR 758 @ Ames	Reinstall Street Marker
12	CR 758 @ Ames	Added Sand
13	CR 758 @ Ames	Need new Dead End Sign
14	CR 758 @ Ames	New Street Marker
15	Montana Sapphire Ln. @ Yellow Stone Dr.	Street Marker Missing
16	Yellow Stone Dr	Stop Sign Down
17	Yellow Stone Dr.	new post
18	Sterling Lake west dr.	new street markers
19	Duke Rd	Straighten post
20	Oak @ Iowa Colony Blvd	New Arrow sign
21	Sterling Lake west dr.	
22	Sterling Lake west dr.	
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B.	DEBRIS REMOVAL	
1	CR 56 @ 288 south	the overpast needs to be clean
2	CR 57@288 south	loose mud on the road
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<b>C. MOWING/TREE TRIMMING</b>		
1	Ruth Rd to 9102 Ruth Rd	Cut Trees back
2	288 South E to Cedar Rapids	Cut Trees Back
3	Cedar Rapids W to 288South	Cut Trees back
4	City Hall	Cut Grass
5	City Hall	Weedeat the grass
6	Park	cut opened field grass
7	Cedar Rapids@Iowa colony blvd .	Tree
8	Cedar Rapids@Iowa colony blvd .	Tree
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<b>D. STREET REPAIRS</b>		
1	CR 57 @288 South	Pot hole
2	Cedar Rapids	Pot hole to city Limits sign
3	288 South @ Cedar Rapids	Pot hole @ 288 south on the feeder road
4	7434 Iowa Colony Blvd	Pot hole
5	7033 Iowa Colony Blvd	Pothole
6	Oak @Iowa Colony Blvd	Pot Hole
7		
8		
9		
<b>E. POWER LINES MAINTENANCE</b>		
1		
<b>Ditch Drainage issue</b>		
1	Kelley Leigh Dr.	Grade ditching
2	3434 Cedar Rapids	Clean Ditch
3	3434 Cedar Rapids	Grade ditching
4	Davenport dr @DD5	Road Close sign
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Parks		
1	City Park	added Sand to park grounds
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Miscellaneous Works		
1	City Hall	complete women's bathroom
2	City Hall	Added Light in city hall
3	Si	Water leak
4	Karson	Report gate being damage
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NO.	LOCATION
<b>A</b>	<b>SIGNAGE</b>
1	Paradise Found Dr
2	Iowa Colony Blvd @Iowa School Rd
3	Drake @ Armstrong Dr
4	Bauhqus Dr. @Iowa Colony
5	Meridana Pkwy @Iowa Colony blvd.
6	Meridana Pkwy @Iowa Colony blvd.
7	Iowa Colony Blvd @Meridana Pkwy
8	Iowa Colony Blvd @ Meridana Pkwy
9	<a href="#">discovery@ meridana</a>
10	CR 62
11	CR 62
12	2346 CR 62
13	<a href="#">Pursley@ CR 63</a>
14	
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<b>B.</b>	<b>DEBRIS REMOVAL</b>
1	CR 56(Meridaiana Pkwy ) @ 288 south
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<b>C.</b>	<b>MOWING/TREE TRIMMING</b>
1	City Hall
2	Iowa Colony
3	Iowa Colony
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<b>D.</b>	<b>STREET REPAIRS</b>
1	Galileo Pointe 10002 Hooke dr
2	CR 62@CR421
3	1251-12525 CR685 @CR62
4	FCR 382
5	Iowa Colony Blvd @ W.fork Chocolate bay
6	
7	
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9	
<b>E.</b>	<b>POWER LINES MAINTENANCE</b>
1	
	<b>Ditch Drainage issue</b>
1	8200 FCR 79
2	CR 62 @288
3	Davenport rd

Copy

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Parks	
1	City Parks
2	City Parks
3	City Parks
4	City Parks
5	City Parks
6	City Park
7	City Park
8	City Park
9	City Park
10	City Park
11	City Park
12	City Park
13	
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15	
16	
Miscellaneous Works	
1	City Hall

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Pick up trash	
Install new basketball net	replacement nets
Install new basketball net	replacement nets
Install new basketball net	replacement nets
Install new basketball net	replacement nets
Add Mulch	to flower beds
Add Mulch	to the playground
add cross grained dirt	to the baseball fields
Power Wash	Playground equipment
Weed Killer	The baseball fields
Cut grass at park	
Cut grass at Baseball fields	
C113	
Electrical box	







NO.	LOCATION	DESCRIPTION
A	SIGNAGE	
1	Brister pkwy @Pursley blvd	add street marker (Brister)
2	Brister pkwy @Pursley blvd	Add street marker (Pursley Blvd)
3	Brister pkwy @Pursley blvd	Add street marker Holder
4	Brister pkwy @Pursley blvd	Strighten pole
5	Meridiana @ Iowa Colony	School Zone
6	Meridiana @ Iowa Colony	School Zone
7	Iowa Colony @ Meridiana	School Zone
8	Iowa Colony @ Meridiana	School Zone
9	Iowa Colony @ Meridiana	School Zone
5	Meridiana @ Iowa Colony	School Zone
6	Meridiana @ Iowa Colony	School Zone
7	Iowa Colony @ Meridiana	School Zone
8	Iowa Colony @ Meridiana	School Zone
9	Iowa Colony @ Meridiana	School Zone
15	Ames @ Meridiana	School Zone
16	Ames @ Meridiana	School Zone
17	Ames @ Sterling Lakes	School Zone
18	Ames @ Sterling Lakes	School Zone
19	Ames @ Sterling Lakes	School Zone
20	Ames @ Sterling Lakes	School Zone
15	Ames @ Meridiana	School Zone
16	Ames @ Meridiana	School Zone
17	Ames @ Sterling Lakes	School Zone
18	Ames @ Sterling Lakes	School Zone
19	Ames @ Sterling Lakes	School Zone
20	Ames @ Sterling Lakes	School Zone
27	Observation Way @ Meridiana	add stop sign
28	Observation Way @ Meridiana	add stop sign
29	Observation Way @ Meridiana	add stop sign
30	Observation Way @ Meridiana	add stop sign
31	Observation Way @ Meridiana	add stop sign ahead
32	Observation Way @ Meridiana	add stop sign ahead
33	Observation Way @ Meridiana	add stop sign ahead
34	Observation Way @ Meridiana	add stop sign ahead
35	Observation Way @ Meridiana	add post
36	Observation Way @ Meridiana	add post
37	Observation Way @ Meridiana	add post
38	Observation Way @ Meridiana	add post
39	Observation Way @ Meridiana	add post
40	Observation Way @ Meridiana	add post
41	Observation Way @ Meridiana	add Flags
42	Observation Way @ Meridiana	add Flags
43	Observation Way @ Meridiana	add Flags
44	Observation Way @ Meridiana	add flags

45 Observation Way @ Meridiana

add Flags

B.	DEBRIS REMOVAL	
	1 Cedar Rapids dr	Trash pick up
	2 Davenport dr	Trash pick up
	3 Cedar Rapids dr	Trash pick up
	4 Iowa Colony @ Shaw Rd	Trash Pick up
	5 Meridiana@ Iowa Colony	Trash pick up
	6	
	7	
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	12	
	13	
	14	
	15	
	16	
	17	
	18	
	19	

C.	MOWING/TREE TRIMMING	
	1 City of Iowa Colony	Cut Grass
	2	
	3	
	4	
	5	
	6	
	7	
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	15	
	16	

D.	STREET REPAIRS	
	1 Oak @ Iowa Colony Blvd.	Pot Hole
	2 Karsten Blvd. @ Cedar Rapids	Gate
	3 Ruth Rd	overlay



4 Karsten Blvd.	add stop post on road
5	
6	
7	
8	
9	

E.	POWER LINES MAINTENANCE	
1		

	Ditch Drainage issue	
--	----------------------	--

1 Iowa School Rd .	Grade Ditches
2	
3	
4	
5	
6	
7	
8	
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10	
11	
12	
13	
14	

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	Parks	
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1 Parks	Trash pick up
2 Parks	Grass cut
3 Parks	Grass cut
4	
5	
6	
7	
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9	
10	
11	
12	
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	Miscellaneous Works	
--	---------------------	--

1 City Hall	New Lock on Door
2 City Hall	new Soap tray

3 City Hall	Cut Grass
4 City Hall	Cut Grass
5 Meridiana@heyes creek	Died Cow

6

7

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Done
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mental	Done
tire	Done
sofa set	Done
Basketball goal	Done
tire	Done

Done	

Fix gate damage	Done
	Done
	Done

Done

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sent it in to the countyDone

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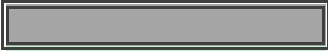
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<b>B.</b>	<b>DEBRIS REMOVAL</b>	
1	Cedar Rapids dr	Trash pick up
2	Davenport dr	Trash pick up
3	Cedar Rapids dr	Trash pick up
4		
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<b>C.</b>	<b>MOWING/TREE TRIMMING</b>	
1	City Hall	Cut grass
2	9111 Eckert In	Cut grass
3	City OF Iowa Colony	Grass cut
4	Iowa school Rd	grass cut
5	Iowa School Rd	Clean culverts
6	Cedar Rapids	Tree pick up
7		
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16		
<b>D.</b>	<b>STREET REPAIRS</b>	
1	Karsten	Gates
2	9823 Carver dr.	clean tire off road
3		
4		
5		

6		
7		
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9		
<b>E.</b>	<b>POWER LINES MAINTENANCE</b>	
<b>1</b>		
<b>Ditch Drainage issue</b>		
1	CR 79	survey the ditches
2	cedar rapids blvd	survey the ditches
3	CR 380	survey the ditches
4	Cactus In	survey the ditches
5	CR 80	survey the ditches
6	9202 Coleridge Dr.	sand in the drain
7		
8		
9		
10		
11		
12		
13		
14		
<b>Parks</b>		
1	Parks	Trash pick up
2	Parks	Grass Cut
3	Parks	Trash pick up
4		
5		
6		
7		
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12		
<b>13</b>		
<b>14</b>		
<b>15</b>		
<b>16</b>		
<b>Miscellaneous Works</b>		
1		
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B.	DEBRIS REMOVAL	
C.	MOWING/TREE TRIMMING	
	Iowa Colony	cut Grass in Iowa Colony
	Iowa Colony	Tree down
	Iowa Colony @ Meridiana school	Tree down
	288@ CR 56	Mow Grass
D.	STREET REPAIRS	
	Iowa Colony blvd. @Meridana pkwy	Curb repair
	8318 pursley	pothole
	Iowa Colony Blvd. @ Hwy 6	Potholes



E.	POWER LINES MAINTENANCE	
1	9842 Hudson	pole light out
	11725 CR 48	Light Pole wire popped
	Ditch Drainage issue	
	1522 Cr 382	new culverts
	Parks	
1	City Hall	Cut Grass
2	City Park	Cut Grass
	Miscellaneous Works	

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B.	DEBRIS REMOVAL	
1	Meridiana @ Iowa Colony	Clean road of debris
2	Meridiana @ Discovery	Clean road of debris
C.	MOWING/TREE TRIMMING	
1	City Of Iowa Colony	Cut right of ways
2	Park	Cut Grass
3	City Park A 823	Cut Grass
4	Bullard €	trees down
5	Bullard €	Tree pick up
D.	STREET REPAIRS	
1	Iowa Colony @ Hwy 6	Pothole quotes
2	Iowa Colony @ Hwy 6	Pothole
3	Iowa Colony @ Hwy 6	Pothole
4	Dubuque@pursley blvd (S)	Pothole
5	Dubuque@pursley blvd (S)	Pothole

E.	POWER LINES MAINTENANCE	
1	Carver Dr.	Street Light out
2	Carver Dr.	Street Light out
	Ditch Drainage issue	
1	Cr48 @Cr832	Clean Ditch
2	Davenport @ CR 48	Clean Ditch
3	CR 56 @ 288 North side	Clean Storm drain
	Parks	
1	Parks	Grass cut
2	Park	Replacement Nets
3	Park	Clean Bathroom
	Miscellaneous Works	
1	Cr 56	Cut grass
2	Meridiana	retention pond

[illegible]

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B.	DEBRIS REMOVAL	
1	Brittain Rd	bed
2		
C.	MOWING/TREE TRIMMING	
1	Cedar Rapid	Cut tree
2		
3		
4		
5		
D.	STREET REPAIRS	
1	Pursley Rd @ Vincent Dr.	Pothole
2	Pursley Rd @ Vincent Dr.	Pothole
3	Pursley Rd @ Vincent Dr.	Pothole
4	Pursley Rd @ Vincent Dr.	Pothole
5	8010 CR80	Pothole

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B.	DEBRIS REMOVAL	
1	Iowa Colony Blvd @ Davenport	Mud over the road
2	Davenport @ 288	Mud over the road
C.	MOWING/TREE TRIMMING	
1	City Hall	Mow grass
2	City Hall	Pick up grass
3	City Hall	Cut trees
4		
5		
D.	STREET REPAIRS	

E.	POWER LINES MAINTENANCE	
1		
2		
	Ditch Drainage issue	
1		
2		
3		
	Parks	
	Parks	Clean restroom
	Miscellaneous Works	
1	City Hall	Christmas Lights
2	City Hall	Added a wall in the office
3		
4		

5		
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	Done
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4-Dec
2-Dec
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**MUNICIPAL SERVICES AGREEMENT  
BETWEEN THE CITY OF IOWA COLONY, TEXAS AND  
RALLY 288 EAST, LLC**

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

**RECITALS**

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

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

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

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

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

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

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

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

**2. METHODS OF PROVIDING SERVICES.**

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

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

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

### 3. MUNICIPAL SERVICES.

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

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

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

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

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

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

**15. ENTIRE AGREEMENT.**

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

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

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

**SIGNATURE PAGES FOLLOW.**

CITY OF IOWA COLONY, TEXAS

By: \_\_\_\_\_  
Michael Byrum-Bratsen,  
Mayor

ATTEST:

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

STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

By: \_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

By: \_\_\_\_\_  
Notary Public, State of Texas



RALLY 288 EAST, LLC

By: \_\_\_\_\_  
Mathew Lawson,  
Authorized Agent

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Mathew Lawson, as the Authorized Agent, on behalf of Rally 288 East, LLC.

By: \_\_\_\_\_  
Notary Public, State of Texas

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**EXHIBIT "A-2"**

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

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

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

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

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

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

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

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

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

*Robert L. Boelsche*

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



Date: October 6, 2021

Job No: 071-045-00

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

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

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

**RECITALS**

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

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

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

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

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

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

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

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

**2. METHODS OF PROVIDING SERVICES.**

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

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

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

### 3. MUNICIPAL SERVICES.

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

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

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

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

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

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

**15. ENTIRE AGREEMENT.**

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

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

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

**SIGNATURE PAGES FOLLOW.**

CITY OF IOWA COLONY, TEXAS

By: \_\_\_\_\_  
Michael Byrum-Bratsen,  
Mayor

ATTEST:

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

STATE OF TEXAS           §

COUNTY OF BRAZORIA §

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

By: \_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §

COUNTY OF BRAZORIA §

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

By: \_\_\_\_\_  
Notary Public, State of Texas



RALLY 288 WEST, LLC

By: \_\_\_\_\_  
Mathew Lawson,  
Authorized Agent

STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

By: \_\_\_\_\_  
Notary Public, State of Texas

Copy

EXHIBIT "A-1"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**NON-ANNEXATION DEVELOPMENT AGREEMENT**  
(Rally 288 East, LLC Approximately 132.15 Acres)

**1. PARTIES**

- a. “CITY”:     **City of Iowa Colony, Texas**  
                  **12003 Iowa Colony Boulevard (County Road 65)**  
                  **Iowa Colony, Texas 77583**
- b. “OWNER” or “LANDOWNER,” whether one or more, jointly and severally:  
                  **Rally 288 East, LLC, a Texas limited liability company**  
                  **2635 Carillon Point**  
                  **Kirkland, Washington 98033-7445**

**2. DISCLOSURES TO LANDOWNER**

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

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

### **3. AUTHORITY AND PURPOSE**

This agreement is made pursuant to Section 43.016 of the Texas Local Government Code, which requires the City to offer a development agreement to certain landowners under Section 212.172 of the Texas Local Government Code as a prerequisite to annexing certain property. The intent of this agreement is to comply with that statute and to allow Owner to continue to use the Property herein described for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter.

### **4. PROPERTY**

This agreement concerns the following property (“the Property”) to the extent such property is not already in the city limits of Iowa Colony:

A tract of approximately 259.43 acres generally located East of Highway 288 and north of County Road 63, more fully described on Exhibit “A-1,” which is attached hereto and incorporated herein in full.

### **5. USE AND REGULATION OF PROPERTY**

**a.** Owner represents and warrants that the Property is now appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter.

**b.** Owner agrees that while this agreement is in effect, Owner shall be responsible for assuring that:

**(1)** The Property shall be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter.

**(2)** The Property shall be used only in ways that qualify for appraisal for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter.

**(3)** The Property shall not be subdivided in any way, and no application to subdivide any portion of the Property shall be filed.

**(4)** No subdivision plat or development plat of any portion of the Property shall be filed with any governmental authority.

**(5)** The Property shall be subject to all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber.

## 6. ANNEXATION

- a. The City shall not annex the Property while this agreement is in effect.
- b. The termination of this agreement by any method shall constitute a petition by the then owner of the Property for annexation of the Property by the City. This agreement shall constitute a new petition for annexation each day upon and after the termination of this agreement.

## 7. TERM AND TERMINATION

- a. This agreement shall expire 45 years after the Effective Date, if not otherwise terminated earlier.
- b. Owner may terminate this agreement at any time, with or without cause, by notice to the City.
- c. The City may terminate this agreement at any time, if Owner violates any provision hereof. Before terminating this agreement under this section, the City must give the Owner notice and opportunity for a hearing on the issue of whether Owner has breached this agreement.
- d. Termination of this agreement by any method shall not impair any right that accrues before such termination.

## 8. PERSONS BOUND

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

## 9. GENERAL

- a. **Texas Law.** This agreement shall be governed by the laws of the State of Texas, including both procedure and substance, but not conflict of laws rules that would result in the application of the law of a different jurisdiction than Texas.
- b. **Venue.** Venue of any suit involving this agreement or the subject matter hereof, whether in contract, tort, or otherwise, shall lie only in Brazoria County, Texas or if there is federal jurisdiction, in a federal court for the Southern District of Texas, Galveston Division or Houston Division.

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

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

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

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

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

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

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

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

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



Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

**To the City:**        **City of Iowa Colony, Texas**  
                             **Attention: Mayor**  
                             **12003 Iowa Colony Boulevard (County Road 65)**  
                             **Iowa Colony, Texas 77583**

**With a copy to:**

**Laurence E. Boyd**  
**Iowa Colony City Attorney**  
**209 East Mulberry, Suite 200**  
**Angleton, Texas 77515**

**To the Owner:**    **Rally 288 East, LLC**  
                             **Attention:** \_\_\_\_\_  
                             \_\_\_\_\_  
                             \_\_\_\_\_  
                             \_\_\_\_\_

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

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

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

**CITY:**

**CITY OF IOWA COLONY, TEXAS**

By: \_\_\_\_\_  
Michael Byrum-Bratsen, Mayor

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

**ATTEST:**

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

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

Copy

SIGN HERETO **ACCEPT** THE FOREGOING NON-ANNEXATION  
DEVELOPMENT AGREEMENT.

**OWNER:**

**RALLY 288 EAST, LLC,**  
**a Texas limited liability company**

By: \_\_\_\_\_  
Mathew Lawson, Authorized Agent

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

**OR**

SIGN HERETO **REJECT** THE FOREGOING NON-ANNEXATION  
DEVELOPMENT AGREEMENT.

**OWNER:**

**RALLY 288 EAST, LLC,**  
**a Texas limited liability company**

By: \_\_\_\_\_  
Mathew Lawson, Authorized Agent

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

**EXHIBIT "A-2"**

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

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

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

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

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

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

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

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

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

*Robert L. Boelsche*

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



Date: October 6, 2021

Job No: 071-045-00

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

Copy

**NON-ANNEXATION DEVELOPMENT AGREEMENT**  
(Rally 288 West, LLC Approximately 259.43 Acres)

**1. PARTIES**

- a. “CITY”:     **City of Iowa Colony, Texas**  
                  **12003 Iowa Colony Boulevard (County Road 65)**  
                  **Iowa Colony, Texas 77583**
- b. “OWNER” or “LANDOWNER,” whether one or more, jointly and severally:  
                  **Rally 288 West, LLC, a Texas limited liability company**  
                  **2635 Carillon Point**  
                  **Kirkland, Washington 98033-7445**

**2. DISCLOSURES TO LANDOWNER**

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

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

### **3. AUTHORITY AND PURPOSE**

This agreement is made pursuant to Section 43.016 of the Texas Local Government Code, which requires the City to offer a development agreement to certain landowners under Section 212.172 of the Texas Local Government Code as a prerequisite to annexing certain property. The intent of this agreement is to comply with that statute and to allow Owner to continue to use the Property herein described for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter.

### **4. PROPERTY**

This agreement concerns the following property (“the Property”) to the extent such property is not already in the city limits of Iowa Colony:

A tract of approximately 259.43 acres generally located west of Highway 288 and north of County Road 63, more fully described on Exhibit “A-1,” which is attached hereto and incorporated herein in full.

### **5. USE AND REGULATION OF PROPERTY**

**a.** Owner represents and warrants that the Property is now appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter.

**b.** Owner agrees that while this agreement is in effect, Owner shall be responsible for assuring that:

**(1)** The Property shall be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter.

**(2)** The Property shall be used only in ways that qualify for appraisal for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter.

**(3)** The Property shall not be subdivided in any way, and no application to subdivide any portion of the Property shall be filed.

**(4)** No subdivision plat or development plat of any portion of the Property shall be filed with any governmental authority.

**(5)** The Property shall be subject to all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber.

## 6. ANNEXATION

- a. The City shall not annex the Property while this agreement is in effect.
- b. The termination of this agreement by any method shall constitute a petition by the then owner of the Property for annexation of the Property by the City. This agreement shall constitute a new petition for annexation each day upon and after the termination of this agreement.

## 7. TERM AND TERMINATION

- a. This agreement shall expire 45 years after the Effective Date, if not otherwise terminated earlier.
- b. Owner may terminate this agreement at any time, with or without cause, by notice to the City.
- c. The City may terminate this agreement at any time, if Owner violates any provision hereof. Before terminating this agreement under this section, the City must give the Owner notice and opportunity for a hearing on the issue of whether Owner has breached this agreement.
- d. Termination of this agreement by any method shall not impair any right that accrues before such termination.

## 8. PERSONS BOUND

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

## 9. GENERAL

- a. **Texas Law.** This agreement shall be governed by the laws of the State of Texas, including both procedure and substance, but not conflict of laws rules that would result in the application of the law of a different jurisdiction than Texas.
- b. **Venue.** Venue of any suit involving this agreement or the subject matter hereof, whether in contract, tort, or otherwise, shall lie only in Brazoria County, Texas or if there is federal jurisdiction, in a federal court for the Southern District of Texas, Galveston Division or Houston Division.
- c. **Cumulative Remedies. No Election of Remedies.** All rights and remedies in favor of the City or against any person other than the City under this agreement or any other source are



cumulative. The pursuit or receipt by the City of any one or more rights or remedies shall not constitute an election of remedies, and shall not prevent the City from pursuing and receiving any and all other rights and remedies.

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

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

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

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

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

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

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

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

**To the City:**       **City of Iowa Colony, Texas**  
                          **Attention: Mayor**  
                          **12003 Iowa Colony Boulevard (County Road 65)**  
                          **Iowa Colony, Texas 77583**

**With a copy to:**

**Laurence E. Boyd**  
**Iowa Colony City Attorney**  
**209 East Mulberry, Suite 200**  
**Angleton, Texas 77515**

**To the Owner:**   **Rally 288 West, LLC**  
                          **Attention:** \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_

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

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

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

**CITY:**

**CITY OF IOWA COLONY, TEXAS**

By: \_\_\_\_\_  
Michael Byrum-Bratsen, Mayor

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

**ATTEST:**

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

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

Copy

SIGN HERETO **ACCEPT** THE FOREGOING NON-ANNEXATION  
DEVELOPMENT AGREEMENT.

**OWNER:**

**RALLY 288 WEST, LLC,**  
**a Texas limited liability company**

By: \_\_\_\_\_  
Mathew Lawson, Authorized Agent

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

**OR**

SIGN HERETO **REJECT** THE FOREGOING NON-ANNEXATION  
DEVELOPMENT AGREEMENT.

**OWNER:**

**RALLY 288 WEST, LLC,**  
**a Texas limited liability company**

By: \_\_\_\_\_  
Mathew Lawson, Authorized Agent

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

EXHIBIT "A-1"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**MUNICIPAL SERVICES AGREEMENT  
BETWEEN THE CITY OF IOWA COLONY, TEXAS AND  
ALVIN INDEPENDENT SCHOOL DISTRICT**

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City") and Alvin Independent School District ("Owner").

**RECITALS**

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

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

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

Owner owns approximately 15.000 acres of land ("Property"), generally known as the Bel Navegar Sanchez Elementary site, situated in Brazoria County, Texas and in the City's extraterritorial jurisdiction, and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

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

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

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

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

**2. METHODS OF PROVIDING SERVICES.**

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

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

**3. MUNICIPAL SERVICES.**

a. Commencing on the Effective Date, the City will provide for the Property the municipal

MUNICIPAL SERVICES AGREEMENT BETWEEN CITY OF IOWA COLONY AND ALVIN ISD Page 1 of 8



services set forth in this subsection.

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

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

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

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

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

**15. ENTIRE AGREEMENT.**

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof.

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

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

**SIGNATURE PAGES FOLLOW.**

CITY OF IOWA COLONY, TEXAS

By: \_\_\_\_\_  
Michael Byrum-Bratsen,  
Mayor

ATTEST:

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

STATE OF TEXAS           §

COUNTY OF BRAZORIA §

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

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §

COUNTY OF BRAZORIA §

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

\_\_\_\_\_  
Notary Public, State of Texas

Copy

ALVIN INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_

Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by \_\_\_\_\_, as the \_\_\_\_\_, on behalf of Alvin Independent  
School District.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by \_\_\_\_\_, as the \_\_\_\_\_, on behalf of Alvin Independent  
School District.

\_\_\_\_\_  
Notary Public, State of Texas

# EXHIBIT "A"

## PROPERTY DESCRIPTION

Of 15.000 acres of land being out of a called 300.9 acre tract of land described in a deed dated January 17, 2006, from Iowa Colony Sterling Lakes, LTD., to George V. Sowers, Jr., Trustee, as recorded in Brazoria County Clerk's File No. 2006003948 of the Official Public Records of Brazoria County, Texas, said 15.000 acres being out of the William Pettus League, Abstract No. 714, Brazoria County, Texas and being more particularly described by metes and bounds as follows: (Bearings based upon Texas State Plain Coordinates (NAD83) South Central Zone No. 4204, Grid Coordinates and may be brought to Surface by applying the scale factor of 0.99986774878);

**COMMENCING** at a  $\frac{3}{4}$  inch iron pipe found for the northwest corner of said 300.9 acres, same being in the centerline of a called 40' County Road, as recorded in Vol. 3, Pg 129 of the Plat Records of Brazoria County, Texas;

**THENCE** North  $86^{\circ} 54' 42''$  East, along the north line of said 300.9 acres and center line of said County Road, for a distance of 2660.97 feet to a point in the south line of a called 260.55 Acres (Tract 7) conveyed by deed dated December 8, 1967, to Sharp Corporation, as recorded in Vol. 1004, Pg. 761, of the Deed Records of Brazoria County, Texas;

**THENCE** South  $03^{\circ} 05' 18''$  East, for a distance of 150.00 feet to a point for the northwest corner and **PLACE OF BEGINNING** of the herein described tract;

**THENCE** North  $86^{\circ} 54' 42''$  East, along a line 150 feet south of and parallel of said 300.9 acres and center line of said County Road, for a distance of 725.23 feet to a point for corner;

**THENCE** South  $02^{\circ} 40' 40''$  East, for a distance of 840.89 feet to a point for corner;

**THENCE** along a curve to the right having a radius of 25.00 feet, a central angle of  $90^{\circ} 09' 18''$ , a chord bearing and distance S  $42^{\circ} 23' 59''$  W - 35.40 feet, and an arc length of 39.34 feet to a point for corner;

**THENCE** South  $87^{\circ} 28' 38''$  West, for a distance of 147.11 feet to a point for corner;

**THENCE** along a curve to the left having a radius of 550.00 feet, a central angle of  $18^{\circ} 07' 21''$ , a chord bearing and distance S  $78^{\circ} 24' 57''$  W - 173.24 feet, and an arc length of 173.96 feet to a point for corner;

**THENCE** South  $69^{\circ} 21' 17''$  West, for a distance of 166.63 feet to a point for corner;

**THENCE** along a curve to the right having a radius of 450.00 feet, a central angle of  $27^{\circ} 54' 53''$ , a chord bearing and distance S  $83^{\circ} 18' 43''$  W - 217.08 feet, and an arc length of 219.24 feet to a point for corner;

**THENCE** North  $03^{\circ} 05' 18''$  West, for a distance of 953.72 feet to the **PLACE OF BEGINNING** of the herein described tract of land and containing within these calls 15.000 acres or 653,400 square feet of land;

**WITNESS MY HAND AND SEAL THIS THE 5<sup>th</sup> DAY OF AGUST, 2014**

REVISED 08/22/2014

si6tt:o -----

Registered Professional Land Surveyor No. 5007

Prepared in conjunction with survey Proj. 0040-1003.205 dated 8/5/14



Copy

**MUNICIPAL SERVICES AGREEMENT  
BETWEEN THE CITY OF IOWA COLONY, TEXAS AND  
BRAZORIA COUNTY EMERGENCY SERVICES  
DISTRICT NO. 3**

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City") and Brazoria County Emergency Services District No. 3 ("Owner").

**RECITALS**

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

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

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

Owner owns approximately 1.565 acres of land ("Property") situated in Brazoria County, Texas and in the City's extraterritorial jurisdiction, and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

Owner has filed a written request with the City for full-purpose annexation of the Property, and that request is contained in the Deed of the Property from the City to Owner dated June 10, 2020, and recorded under Clerk's File No. 2020030584 in the Official Records of Brazoria County, Texas.

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

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

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

**2. METHODS OF PROVIDING SERVICES.**

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

b. Nothing herein shall impair any rights of any party under the contract by which Owner



purchased the Property from the City or the documents executed pursuant to that contract.

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

### 3. MUNICIPAL SERVICES.

a. Commencing on the Effective Date, the City will provide for the Property the municipal services set forth in this subsection.

- i. Police. The City's Police Department will provide law enforcement services.
- ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.
- iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
- iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly-owned parks and recreational facilities throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.

b. The City does not provide the following services to the Property and does not contract to do so:

- i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide fire protection services to the Property.
- ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide emergency medical services to the Property.
- iii. Stormwater Drainage. At this time, stormwater drainage is provided by a municipal utility district.
- iv. Roads and Streets. The City will maintain any adjoining city streets, streetlights, and regulatory signs over which the City has jurisdiction, except to the extent that another public entity or homeowners' association is obligated to provide those services.
- v. Water and Wastewater. At this time, water and wastewater services are provided by a municipal utility district.
- vi. Solid Waste Services. At this time, the City does not provide solid waste services.

c. The City shall not be required to provide a service except as expressly provided by this Agreement.

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

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

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

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

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

**15. ENTIRE AGREEMENT.**

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

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

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

**SIGNATURE PAGES FOLLOW.**

CITY OF IOWA COLONY, TEXAS

By: \_\_\_\_\_  
Michael Byrum-Bratsen,  
Mayor

ATTEST:

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

STATE OF TEXAS           §

COUNTY OF BRAZORIA §

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

By: \_\_\_\_\_  
Notary Public, State of Texas

Copy

STATE OF TEXAS           §

COUNTY OF BRAZORIA §

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

By: \_\_\_\_\_  
Notary Public, State of Texas

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: \_\_\_\_\_

Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, as the \_\_\_\_\_, on behalf of Brazoria County  
Emergency Services District No. 3.

By: \_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, as the \_\_\_\_\_, on behalf of Brazoria County  
Emergency Services District No. 3.

By: \_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT "A"

Being a tract or parcel containing 1.565 acres (68,175 square feet) of land situated in the H. T. & B. Railroad Company Survey, Section 51, Abstract Number 288, Brazoria County, Texas, being out of and a portion of the called 4.606 acre tract as described in the deed to The City Of Iowa Colony, Texas, recorded under Brazoria County Clerk's File Number 2017042142, which is out of and a portion of Restricted Reserve "A" in Block 1 of Karsten Boulevard Phase I Street Dedication and Reserves, according to the plat thereof recorded under Brazoria County Clerk's File Number 2018053880; said 1.565 acre tract being more particularly described by metes and bounds as follows (all bearings stated herein are based on the Texas State Plane Coordinate System, South Central Zone, NAO 83, as per the plat of Sierra Vista Section 1 recorded under Brazoria County Clerk's File Number 2017058170):

COMMENCING at a 3/4-inch iron pipe found marking the east corner of the southeast right-of-way radius cut back line at the intersection of Sierra Vista Boulevard (100 feet wide) according to the plat thereof recorded under Brazoria County Clerk's File Number 2017058170 and Meridiana Parkway (120 feet wide) according to the plat thereof recorded under Brazoria County Clerk's File Number 2017058165;

THENCE North 87° 16' 24" East, along the south right-of-way line of said Meridiana Parkway, a distance of 327.96 feet to a 5/8-inch iron rod found marking the northeast corner of the called 2.875 acre tract as described in the deed to Sierra Vista Corner, LLC, recorded under Brazoria County Clerk's File Number 2018008915 and the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE North 87° 16' 24" East, continuing along said south right-of-way line, a distance of 192.00 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the northeast corner of the herein described tract, from which a found 5/8-inch iron rod marking the west corner of the southwest right-of-way cutback line at the intersection of said Meridiana Parkway and the Karsten Boulevard (120 feet wide) bears North 87° 16' 24" East, 327.55 feet;

THENCE South 02° 43' 36" East, crossing said called 4.606 acre tract, a distance of 355.08 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set in the north line of the called 2.850 acre tract as described in the deed to Land Tejas Sterling Lakes South, LLC, recorded under Brazoria County Clerk's File Number 2018048995, marking the southeast corner of the herein described tract, from which a found 5/8-inch iron rod in the west line of said Karsten Boulevard bears North 87° 16' 24" East, 352.56 feet;

THENCE South 87° 16' 24" West, along said north line, passing at a distance of 36.20 feet a 5/8-inch iron rod found marking an angle corner in the north line of said Sierra Vista Section 1, and continuing, along said north line, for a distance of 192.00 feet to a 5/8-inch iron rod with plastic cap stamped "JONES- CARTER" found, marking the southeast corner of said

called 2.875 acre tract common with the southwest corner of the herein described tract, from which a 5/8-inch iron rod found marking the northeast corner of Restricted Reserve "A" in said Sierra Vista Section 1, bears South 87° 16' 24" West, 103.81 feet;

THENCE North 02° 43' 36" West, along the east line of said called 2.875 acre tract, a distance of 355.08 feet to the POINT OF BEGINNING and containing 1.565 acres (68,175 square feet) of land, more or less.

Copy



12003 Iowa Colony Blvd.  
Iowa Colony, Tx. 77583  
Phone: 281-369-2471  
Fax: 281-369-0005  
[www.iowacolonytx.gov](http://www.iowacolonytx.gov)

STATE OF TEXAS  
COUNTY OF BRAZORIA  
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 27th day of October, 2021, 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  
Councilwoman Arnetta Murray  
Councilwoman Marquette Greene-Young  
Councilman Wil Kennedy  
Councilman Chad Wilsey

And Councilwoman Sydney Hargroder 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.
2. Citizens Comments. 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."*
3. Discussion of council governance and planning session with City Council and Staff. Consultant, Ron Cox and City Council members discussed council governance in a planning session.
4. The meeting was adjourned at 9:15 P.M.

APPROVED THIS 20<sup>th</sup> DAY OF DECEMBER, 2021.

ATTEST:

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Kayleen Rosser, City Secretary

---

Michael Byrum-Bratsen, Mayor





12003 Iowa Colony Blvd.  
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STATE OF TEXAS  
COUNTY OF BRAZORIA  
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 15th day of November, 2021, the City Council of the City of Iowa Colony, Texas, held a Worksession at 5:45 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 (Only present for work session)  
Councilwoman Sydney Hargroder  
Councilwoman Arnetta Murray  
Councilwoman Marquette Greene-Young  
Councilman Wil Kennedy  
Councilman/Mayor Pro-Tem Chad Wilsey

And Mayor Byrum-Bratsen being absent only during the meeting, constituting a quorum at which time the following business was transacted.

**WORKSESSION- 5:45 P.M.**

1. Mayor Pro-Tem Wilsey called the worksession to order at 5:47 P.M.
  2. Discussion on Constitutional Carry Laws. Officer Staff presented the new Constitutional Carry Laws.
  3. Discussion on Iworks Implementation (with demonstration). Albert and Rachel presented the new Iworks software with a demonstration on the citizens portal.
  4. Joint Discussion with the Planning and Zoning Commission on Crystal Lagoon Development Options
    - Location of Facility
    - Proposed developments surrounding lagoon
    - Proposed developments at resort amenity
    - PUD Amendments anticipated to support development
- Stan Winters, with Jones and Carter and Al Brende, CEO of Land Tejas discussed the topics listed above regarding the Crystal Lagoon.
5. The worksession was adjourned at 7:00 P.M.

## **REGULAR MEETING – 7:00 P.M.**

1. Mayor Pro-Tem Wilsey called the meeting to order at 7:07 P.M.

2. Pledge of Allegiance and Texas Pledge were recited.

### **3. PUBLIC HEARING**

- Hold the first of two public hearings to consider annexing the following property: A segment of the right of way of County Road 57 (Cedar Rapids Parkway) from a point approximately 473.37 feet west of the west side of the intersection of County Road 57 with County Road 48 (Ames Boulevard), then eastward along County Road 57 approximately 2,642.2 feet; and a segment of the right of way of County Road 48 from the south side of its intersection with County Road 57, then southward along County Road 48 approximately 1,289.85 feet to the existing Iowa Colony limits.

Mayor Pro-Tem Wilsey opened the public hearing at 7:07 P.M. There were no comments from the public. Mayor Pro-Tem Wilsey closed the public hearing at 8:36 P.M.

### **4. Citizens Comments and Presentations.**

- Douglas Chumley-stated that he sent an email to all City Council members as well as the City Manager regarding a meeting he previously had with the Mayor, Ron Cox, Chief Bell, Councilwoman Murray, and Dinh Ho regarding ordinances passed including Sterling Lakes based on the annexations. His concern is that half the city pays city taxes and he does not feel they receive city services. It was brought to his attention that the services in Sterling Lakes were stopped by the City Engineer. He requested that City Council put something in writing to include whatever the City Attorney recommends to allow public works to maintain Sterling Lakes and Sterling Lakes West. He is also concerned with the overpass between Meridiana and Sterling Lakes. He asked if it's the City's or TXDOT responsibility. He stated that the city met with TXDOT and asked if we can put together a maintenance agreement with TXDOT as other cities have done? He understands what TXDOT's responsibility is. He asked what is the ours as the city?
- Rosie Flores- stated that the dumpsters behind Dilly Donuts and Rosharon Family Dental are being used by people not authorized to be using them and asked if police could patrol more in that area and hopefully deter people from dumping back there.

5. Mayor's comments or reports. Mayor Byrum-Bratsen was not present for the meeting.

### **6. Council comments or reports.**

- Councilwoman Hargroder thanked Councilwoman Greene-Young for the Veteran's Day Celebration. She recognized the Rodeo Queen, Ms. Natalie Flores from Iowa Colony and stated that she looks forward to all the wonderful things Natalie will do in the future.
- Councilwoman Murray is grateful for the comments from Mr. Chumley. She stated that we all know things take time to get done and that the city has many great things going on. She announced that City Hall will be lit up for Christmas. She also congratulated Ms. Natalie Flores.
- Councilwoman Greene-Young thanked the Mayor for the Veteran's Day Program Proclamation. She thanked all the Councilmembers for attending. She congratulated Natalie. She also thanked Chief Bell and Albert for being at the Veteran's Day Program. She is excited about the Christmas decorations at City Hall.
- Councilman Kennedy thanked the citizens. He feels as the city is moving in the right direction. He stated that Councilwoman Greene-Young did a great job putting together the

Veteran's Day Program. He congratulated Natalie and stated that he is looking forward to the winter wonderland at City Hall.

- Councilman Wilsey/ Mayor Pro-Tem requested the possibility of TxDOT maintaining the overpasses.
- 7. Staff Reports.
  - A. City Manager stated that he is glad to be back from vacation. He praised the staff on the hard work they do and how they kept things running smoothly at City Hall while he was away. We are blessed with a wonderful staff.
  - B. City Engineer
  - C. Police Department thanked Robert for the accolades.
  - D. Building Official/Fire Marshal thanked his staff for all their hard work in getting the Iworks program up and going and for all the patience during the last couple weeks which had been difficult.
  - E. City Secretary stated that she had received multiple calls regarding a post on social media providing incorrect information about the impact fees being charged per household to current residents. Robert Hemminger clarified that the fees would be a one-time fee for new development only during the time of permitting for developers.
  - F. Senior Accountant stated that she is working in Fundview and that the reports to the council may look a little different this month due to the new software.
  - G. Public Works

8. Consideration and possible action authorizing the City Manager and Mayor to jointly sponsor an Advanced Funding Agreement with TxDOT. No action taken.

9. Consideration and possible action on an interlocal agreement with Brazoria County for annual road maintenance. Councilwoman Hargroder made a motion to authorize an interlocal agreement with Brazoria County for annual road maintenance. Seconded by Councilwoman Greene-Young. Approved unanimously with five ayes. Mayor Byrum-Bratsen was absent.

10. Consideration and possible action to authorize the staff to issue request for qualifications (RFQ) for firms interested in providing architectural services related to the design of a municipal government center. Councilwoman Hargroder made a motion to authorize the staff to issue request for qualifications (RFQ) for firms interested in providing architectural services related to the design of a municipal government center. Seconded by Councilwoman Murray. Approved unanimously with five ayes.

11. Consideration and possible action to adopt a Resolution casting votes for the board members to the Brazoria County Appraisal District Board of Directors. Councilman Kennedy made a motion to vote ten votes for Arnetta Murray and six votes to Wil Kennedy on the official ballot. Seconded by Councilwoman Greene-Young. Approved unanimously.

12. Consideration and possible action authorizing an agreement with Adico LLC Engineering to provide Engineering and Design Services related to the City's waterline extension project, water system CIP No. 1. Councilwoman Greene-Young made a motion to authorize an agreement with Adico LLC Engineering to provide Engineering and Design Services related to the City's

waterline extension project, water system CIP No. 1. Seconded by Councilman Kennedy. Approved unanimously.

13. Consideration and possible action on an ordinance granting a request for a variance to the transparency requirement in the City's Unified Development Code at 3331 Meridiana Parkway. Councilwoman Hargroder made a motion to approve the variance per staff's recommendation with the additional conditions recommended by the Planning and Zoning Commission including adding a landscape buffer along SH288 feeder and the west side of the building along the drive thru lane. Also, that the variance expires with a change of use of the food/beverage establishment (with drive -thru use) and is reverted back to the UDC guidelines for transparency requirements. Seconded by Councilman Kennedy. Approved unanimously.

**Consent Agenda for Ordinances** - Adopt Ordinances on second and final reading. Councilman Kennedy made a motion to approve the consent agenda for ordinances as presented. Seconded by Councilwoman Hargroder. Approved unanimously.

- A. Consideration and possible action on second and final reading of an ordinance implementing a Hotel Occupancy Tax.
- B. Consideration and possible action on the second and final reading of an ordinance amending certain Council meeting dates and the Rules of Procedure, Social Media Policy, Website Use Policy, and Code of Conduct of the City of Iowa Colony, Texas.

**Consent Agenda-** Consideration and possible action to approve the following consent agenda items. Councilwoman Hargroder made a motion to approve the consent agenda items as presented. Seconded by Councilwoman Greene-Young. Approved unanimously.

- A. Approval of minutes of the following meetings.
  - o October 18, 2021 - Regular Meeting
- B. Approve a Resolution accepting settlement offers in opioid class action lawsuits.
- C. Approval of the following plats as recommended by the Planning and Zoning Commission.
  - o AISD Nichols-Mock Elementary Preliminary Plat
  - o Meridiana Section 57 Final Plat
  - o Sierra Vista West Section 7 Final Plat
- D. Approve the following early plat releases and return of escrow funds.
  - o Sierra Vista West Section 5- Request No. 4
- E. Approval of an early plat agreement for Sierra Vista West Section 7.

**EXECUTIVE SESSION- 8:02 P.M.**

Executive Session in accordance with 551.071 and 551.074 Texas Gov't Code to consult with City Attorney regarding building inspectors.

**RETURN TO OPEN SESSION- 8:36 P.M.**

14. Consideration and possible action on approving an agreement between the City and BBG Consulting for building inspections and other related services. Councilman Kennedy made a motion to authorize an agreement between the City and BBG Consulting for building inspections and other related services. Seconded by Councilwoman Hargroder. Approved unanimously.

15. The meeting was adjourned by a unanimous vote at 8:37 P.M.

APPROVED THIS 20<sup>th</sup> DAY OF DECEMBER, 2021.

ATTEST:

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Kayleen Rosser, City Secretary

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Michael Byrum-Bratsen, Mayor

Copy



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Iowa Colony, Tx. 77583  
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STATE OF TEXAS  
COUNTY OF BRAZORIA  
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 29th day of November, 2021, the City Council of the City of Iowa Colony, Texas, held a Public Meeting at 7:00 P.M. at Iowa Colony City Hall, 12003 Iowa Colony Blvd.; Iowa Colony, Texas 77583, there being present and in attendance the following members to wit:

Mayor Michael Byrum-Bratsen  
Councilwoman Sydney Hargroder  
Councilwoman Arnetta Murray  
Councilwoman Marquette Greene-Young  
Councilman Wil Kennedy  
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. PUBLIC HEARINGS**

- Hold the second public hearing to consider annexing the following property: A segment of the right of way of County Road 57 (Cedar Rapids Parkway) from a point approximately 473.37 feet west of the west side of the intersection of County Road 57 with County Road 48 (Ames Boulevard), then eastward along County Road 57 approximately 2,642.2 feet; and a segment of the right of way of County Road 48 from the south side of its intersection with County Road 57, then southward along County Road 48 approximately 1,289.85 feet to the existing Iowa Colony limits. Mayor Byrum-Bratsen opened the public hearing at 6:00 P.M. Larry Boyd explained the Municipal Service Plan. Mayor Byrum-Bratsen closed the public hearing at 6:08 P.M.
- Hold a public hearing to consider the land use assumptions and capital improvements plan under which an impact fee may be imposed. Mayor Byrum-Bratsen opened the

public hearing at 6:03 P.M. No comments from the public. Mayor Byrum-Bratsen closed the public hearing at 6:06 P.M.

4. 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."*

5. Consideration and possible action to vote on whether to adopt a resolution adopting land use assumptions and capital improvements plan concerning impact fees. This vote does not adopt the resolution; rather this only approves now the adoption later of the resolution. Councilwoman Hargroder made a motion to adopt a resolution adopting land use assumptions and capital improvements plan concerning impact fees. This vote does not adopt the resolution; rather this only approves now the adoption later of the resolution. Seconded by Councilman Kennedy. Approved unanimously.

6. Consideration and possible action to adopt a resolution setting the date and time of a meeting to adopt a resolution adopting land use assumptions and a capital improvements plan. Councilman Kennedy made a motion to adopt a resolution setting the date and time of a meeting to adopt a resolution adopting land use assumptions and a capital improvements plan for Tuesday, November 30, 2021 at 6:00 P.M. at Iowa Colony City Hall in the Council Chambers. Seconded by Councilwoman Greene-Young. Approved unanimously.

7. Meeting was adjourned at 6:08 P.M.

APPROVED THIS 20<sup>th</sup> DAY OF DECEMBER, 2021.

ATTEST:

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Kayleen Rosser, City Secretary

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Michael Byrum-Bratsen, Mayor





12003 Iowa Colony Blvd.  
Iowa Colony, Tx. 77583  
Phone: 281-369-2471  
Fax: 281-369-0005  
[www.iowacolonytx.gov](http://www.iowacolonytx.gov)

STATE OF TEXAS  
COUNTY OF BRAZORIA  
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 30th day of November, 2021, the City Council of the City of Iowa Colony, Texas, held a Public Meeting at 7:00 P.M. at Iowa Colony City Hall, 12003 Iowa Colony Blvd.; Iowa Colony, Texas 77583, there being present and in attendance the following members to wit:

Councilwoman Arnetta Murray  
Councilwoman Marquette Greene-Young  
Councilman Wil Kennedy  
Councilman/ Mayor Pro-Tem Chad Wilsey

And Mayor Byrum-Bratsen and Councilwoman Hargroder being absent, constituting a quorum at which time the following business was transacted.

#### **MEETING – 6:00 P.M.**

1. Mayor Pro-Tem Wilsey called the meeting to order.
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. Consideration and possible action to adopt a resolution adopting land use assumptions and capital improvements plan concerning impact fees. Councilwoman Murray made a motion to adopt a resolution adopting land use assumptions and capital improvements plan concerning impact fees. Seconded by Councilwoman Greene-Young. Approved unanimously with four ayes. Mayor Byrum-Bratsen and Councilwoman Hargroder were absent.
5. Consideration and possible action to adopt a resolution setting the date and time of a public hearing to discuss the imposition of impact fees and to discuss a proposed ordinance imposing impact fees. Councilwoman Murray made a motion to adopt a resolution setting the date and time of a public hearing to discuss the imposition of impact fees and to discuss a proposed ordinance imposing impact fees. Seconded by Councilman Kennedy. Approved unanimously with four ayes. Mayor Byrum-Bratsen and Councilwoman Hargroder were absent.
6. The meeting was adjourned at 6:11 P.M.



APPROVED THIS 20<sup>th</sup> DAY OF DECEMBER, 2021.

ATTEST:

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Kayleen Rosser, City Secretary

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Michael Byrum-Bratsen, Mayor

Copy

Wednesday, December 1, 2021

Brad Sweitzer  
EHRA Inc.  
10555 Westoffice Dr.  
Houston, TX 77042

Re: Meridiana General Development Plan, November 2021  
Letter of Recommendation to Approve  
City of Iowa Colony Project No. 306  
Adico, LLC Project No. 16007-2-219

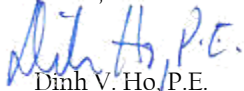
Dear Mr. Sweitzer;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of the Meridiana General Development Plan, received on or about November 30, 2021. 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 general plan as submitted on November 30, 2021. Please provide ten (10) prints to Kayleen Rosser, City Secretary, by no later than Thursday, December 2, 2021, for consideration at the December 7, 2021, Planning and Zoning meeting.

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

Sincerely,  
Adico, LLC

  
Dinh V. Ho, P.E.

TBPE Firm No. 16423

Copy

Cc: Kayleen Rosser, COIC  
Robert Hemminger, COIC  
File: 16007-2-219





Wednesday, December 1, 2021

Brad Sweitzer  
EHRA Inc.  
10555 Westoffice Dr.  
Houston, TX 77042

**Re: Meridiana Section 56 Preliminary Plat  
Letter of Recommendation to Approve  
City of Iowa Colony Project No. 305  
Adico, LLC Project No. 16007-2-220**

Dear Mr. Sweitzer;

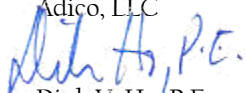
On behalf of the City of Iowa Colony, Adico, LLC has reviewed the submittal of Meridiana Section 56 preliminary plat, received on or about November 8, 2021. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance No. 2019-09 dated August 2002, and as amended.

Based upon our review, we have no objections to the plat as submitted on November 8, 2021. The approval is contingent on approval of the Meridiana General Development Plan (November 2021 submittal) at the December 7, 2021, Planning and Zoning meeting.

Please provide ten (10) prints to Kayleen Rosser, City Secretary, by no later than Thursday, December 2, 2021, for consideration at the December 7, 2021, 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

Cc: Kayleen Rosser, COIC  
Robert Hemminger, COIC  
File: 16007-2-220



GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
- The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community X Panel No.48039C0110K, dated December 30, 2020, the property lies within Unshaded Zone X.
- This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. indicates Brazoria County Clerk's File.  
B.L. indicates Building Line.  
D.E. indicates Drainage Easement.  
E.A. indicates Emergency Access Easement.  
M.H. indicates Mound.  
P.G. indicates Page.  
P.A.E. indicates Permanent Access Easement.  
P.O.B. indicates Point of Beginning.  
P.U.E. indicates Public Utility Easement.  
P.V.T. indicates Private.  
R. indicates Radius.  
R.O.W. indicates Right-Of-Way.  
S.S.E. indicates Sanitary Sewer Easement.  
S.W.S.E. indicates Storm Sewer Easement.  
U.E. indicates Utility Easement.  
VOL. indicates Volume.  
W.L.E. indicates Water Line Easement.  
X indicates change in street name.
- The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. No. 35, and Brazoria County Drainage District #5.
- Properly within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
- The Developer/Homeowners' Association/Municipal Utility District shall be responsible for maintenance of all reserves.
- Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
- Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
- The approval of the preliminary plat shall expire twelve (12) months after City Council approval unless the final plat has been submitted for final approval during that time. An extension of time may be given at the discretion of the City Council for a single extension period of six (6) months.
- This plat is subject to the Development Agreement for Meridiana PUD Amendment Number 3.
- Drainage plans to be provided prior to final plat submitted.
- Owners do hereby certify that they are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Meridiana Section 56 where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

OWNER CONTACT INFORMATION  
GR-M1, LTD., A TEXAS LIMITED PARTNERSHIP  
1602 AVENUE D, STE. 100  
KATY, TX 77493  
832-916-2162

BENCHMARK(S):

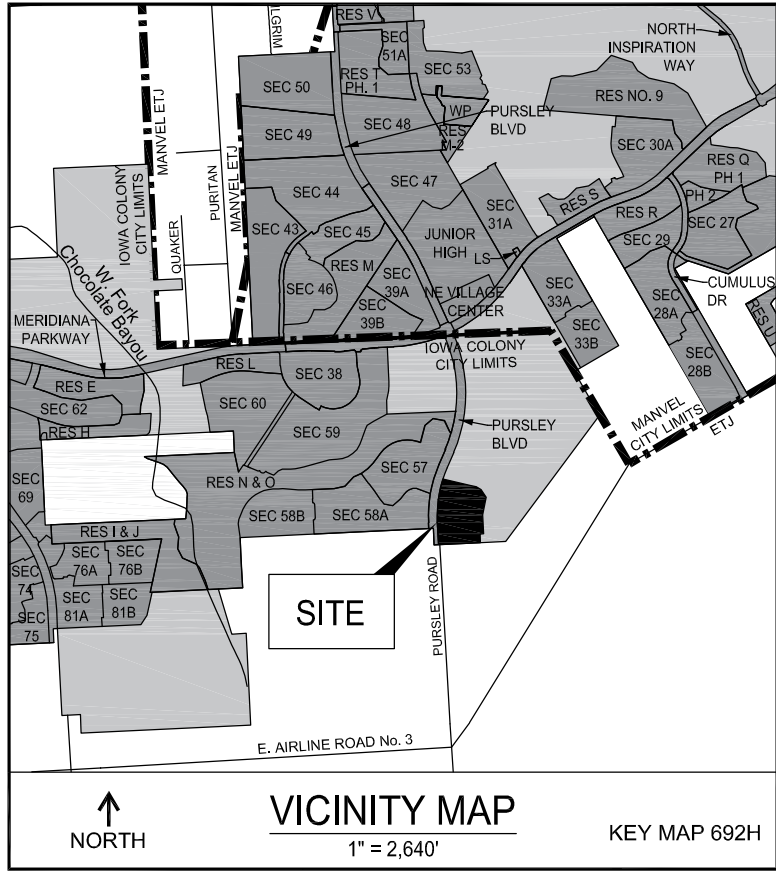
NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND.  
ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT



LINE TABLE		
LINE	ANGLE	DISTANCE
L1	S 75°01'00" E	84.00'
L2	S 61°07'16" E	78.46'
L3	S 33°17'23" E	124.42'
L4	S 87°10'00" W	33.02'
L5	S 02°49'32" E	99.99'

CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	CHORD BEARING
C1	1,690.00'	602.54'	N 07°22'33" E

RESERVE TABLE			
RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	10,727.49	0.25
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	26,251.32	0.60
C	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	6,178.59	0.14
TOTAL		43,157.40	0.99



**Meridiana Section 56**  
A Subdivision of 11.74 acres out of the H.T. & B.R.R. Co. Survey, Section 54, A-514,  
City of Iowa Colony, Brazoria County, Texas.

53 Lots, 2 Blocks and 3 Reserves  
Owner: GR-M1, LTD., a Texas Limited Partnership

November 8, 2021

10011 MEADOWGLEN LANE  
HOUSTON, TEXAS 77042  
713.784.4500  
WWW.EHRAINC.COM  
TBE#NG-F-726  
TBE#LS No. 10092300

EHRA

ENGINEERING THE FUTURE  
SINCE 1956

No warranty or representation of intended use, design or construction of facilities are subject to change without notice

EHRA JOB NO. 081-011-56



Wednesday, December 1, 2021

Travis Harrison, P.E.  
Elevation Land Solutions  
2445 Technology Forest Blvd., Suite 200  
The Woodlands, TX 77381

**Re: Sierra Vista West Section 8 Final Plat  
Letter of Recommendation to Approve  
City of Iowa Colony Project No. 317  
Adico, LLC Project No. 16007-2-222**

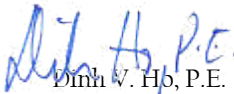
Dear Mr. Harrison,

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Sierra Vista West Section 8 final plat package received on or about November 30, 2021. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based upon our review, we have no objections to the final plat as resubmitted on November 30, 2021. Please provide two (2) mylars and ten (10) prints to Kayleen Rosser, City Secretary, by no later than Thursday, December 2, 2021, for consideration at the December 7, 2021, Planning and Zoning meeting.

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

Sincerely,  
Adico, LLC

  
Dina W. Hobbs, P.E.  
TBPE Firm No. 16423

Copy

**Cc: Kayleen Rosser, COIC  
Robert Hemminger, COIC  
File: 16007-2-222**



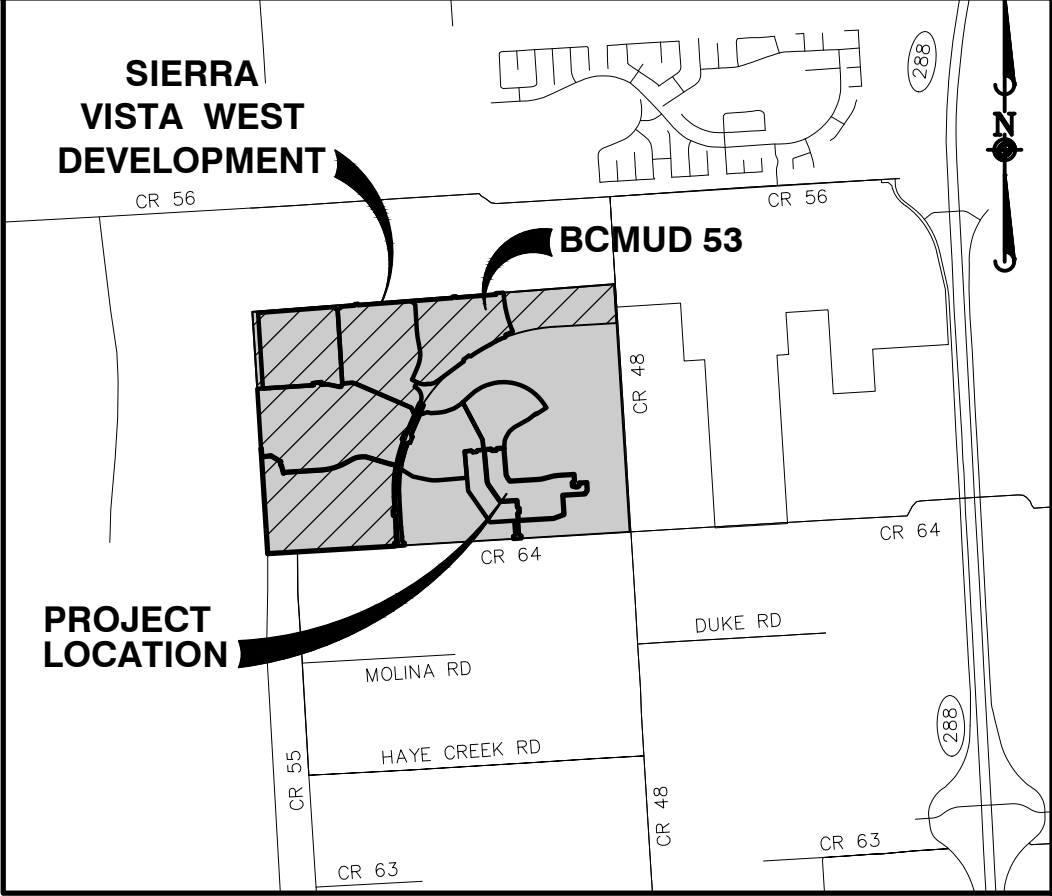
FINAL PLAT NOTES:

1. THE PRELIMINARY PLAT WAS APPROVED BY CITY OF IOWA COLONY ON 05/17/2021
2. SIERRA VISTA WEST SEC 9 FINAL PLAT MUST BE RECORDED PRIOR TO OR SIMULTANEOUSLY WITH THIS PLAT .
3. THIS PLAT LIES WITHIN THE BRAZORIA COUNTY M.U.D. NO. 53 BOUNDARY.
4. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE OF 1.00013789.
5. BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1:15,000
6. SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
7. ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER LOTS ARE PROPERLY GRADED. LOT CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "MANHARD PROPERTY CORNER".
8. BENCHMARK SHOWN HEREON ARE BASED ON TxDOT MONUMENT HV-79C, LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.
9. THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48039C0115K, DATED DECEMBER 30, 2020.
10. EACH LOT SHALL BE RESTRICTED TO A SINGLE-FAMILY RESIDENTIAL USE.
11. SINGLE FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING FOR AND CONTAINING NOT MORE THAN TWO SEPARATE UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING AND EATING THEREIN. A LOT UPON WHICH IS LOCATED A FREE-STANDING BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT OF NOT MORE THAN 900 SQ. FT. ALSO SHALL BE CONSIDERED SINGLE FAMILY RESIDENTIAL. A BUILDING THAT CONTAINS ONE DWELLING UNIT ON ONE LOT THAT IS CONNECTED BY A PARTY WALL TO ANOTHER BUILDING CONTAINING ONE DWELLING UNIT ON AN ADJACENT LOT SHALL BE SINGLE FAMILY RESIDENTIAL.
12. ALL BUILDING LINES (BL) ALONG THE RIGHT-OF-WAY ARE AS SHOWN HEREON.
13. ALL EASEMENT ARE CENTERED ON LOT LINES UNLESS SHOWN OTHERWISE.
14. ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
15. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
16. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS THROUGH THIS SUBDIVISION.
17. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
18. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE SET AT OR ABOVE THE MINIMUM SLAB ELEVATIONS DEFINED.
19. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
20. ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
21. ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 53.
22. THIS SUBDIVISION EMPLOYS A DRAINAGE SYSTEM, WHICH UTILIZES STREETS AND ADJACENT PROPERTIES WITHIN THE SUBDIVISION PLAT BOUNDARY TO STORE AND CONVEY STORM WATER. THUS, DURING STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR IN THE SUBDIVISION.
23. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
24. ALL LOTS SHALL HAVE ADEQUATE WASTEWATER FACILITIES.
25. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
26. EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
27. SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.
28. A MINIMUM OF 5 FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG STREETS AND SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
29. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
30. OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
31. FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY COUNCIL.
32. THE PLAT IS SUBJECT TO THE REQUIREMENTS OF SIERRA VISTA DEVELOPMENT AGREEMENT BETWEEN THE CITY OF IOWA COLONY AND LAND TEJAS SIERRA VISTA WEST, LLC.
33. THIS SUBDIVISION CONTAINS ONE OR MORE PERMANENT ACCESS EASEMENTS THAT HAVE NOT BEEN DEDICATED TO THE PUBLIC OR ACCEPTED BY THE CITY OF IOWA COLONY OR ANY OTHER LOCAL GOVERNMENT AGENCY AS PUBLIC RIGHTS-OF-WAY. THE CITY OF IOWA COLONY HAS NO OBLIGATION, NOR DOES ANY OTHER LOCAL GOVERNMENT AGENCY HAVE ANY OBLIGATION, TO MAINTAIN OR IMPROVE ANY PERMANENT ACCESS EASEMENT WITHIN THE SUBDIVISION, WHICH OBLIGATION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION.

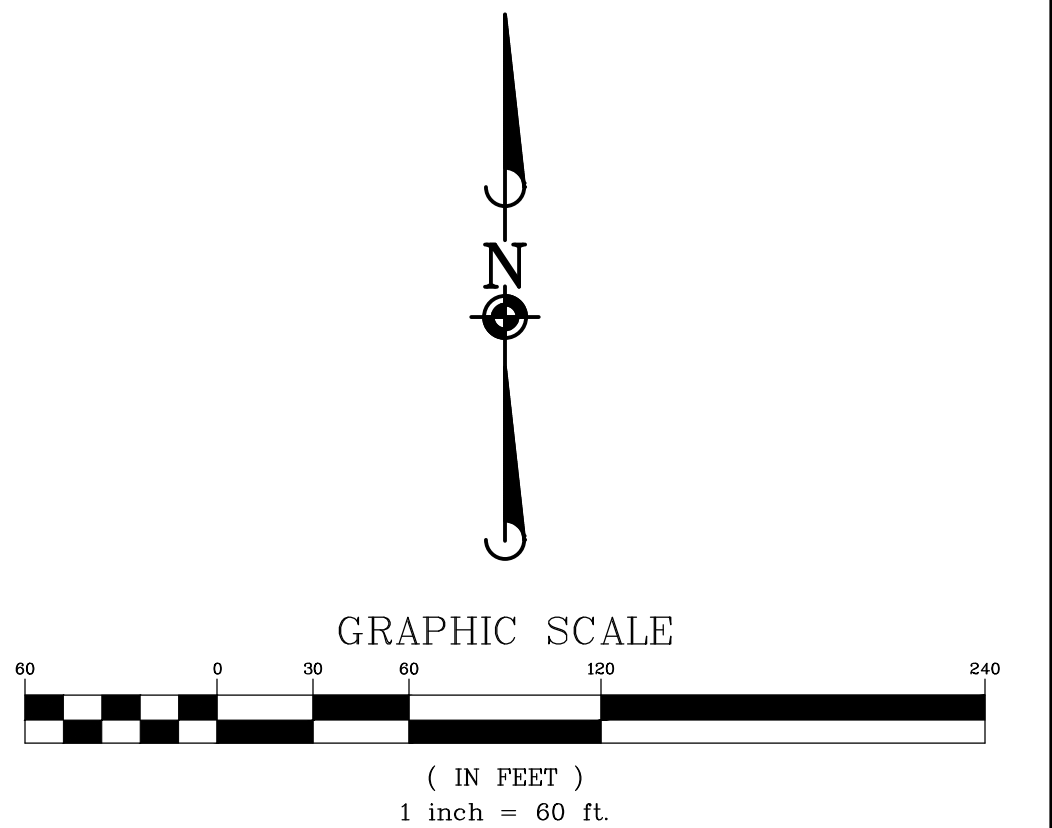
Reserve Area Table			
Reserve Letter	Area (Sq Ft)	Area (Ac)	Usage
A	2,506.71	0.0575	RESTRICTED TO LANDSCAPE, OPEN SPACE AND UTILITIES
B	4,185.10	0.0961	RESTRICTED TO LANDSCAPE, OPEN SPACE AND UTILITIES
TOTAL	6,691.81	0.1536	

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD	
C1	25.00'	39.27'	090°00'00"	S49°05'20"E	35.36'	
C2	25.00'	39.27'	090°00'00"	N40°54'40"E	35.36'	
C3	420.00'	65.06'	008°52'30"	S89°39'05"E	64.99'	
C4	25.00'	39.28'	090°01'12"	S42°23'53"W	35.36'	
C5	25.00'	17.17'	039°20'45"	S72°55'08"E	16.83'	
C6	50.00'	125.30'	143°35'15"	N54°53'37"E	94.99'	
C7	25.00'	39.27'	090°00'00"	N42°23'17"E	35.36'	
C8	25.00'	39.27'	090°00'00"	N47°36'43"W	35.36'	
C9	300.00'	157.62'	030°06'14"	S19°08'27"E	155.82'	
C10	75.00'	76.47'	058°25'08"	S63°24'09"E	73.20'	
C11	500.00'	93.06'	010°39'52"	N82°03'21"E	92.93'	
C12	400.00'	74.59'	010°41'04"	N82°03'58"E	74.48'	
C13	300.00'	55.16'	010°32'02"	S08°00'33"E	55.08'	
C14	55.00'	77.90'	081°09'19"	S37°50'08"W	71.55'	
C15	1300.00'	203.64'	008°58'31"	S82°54'02"W	203.43'	
C16	45.00'	45.88'	058°25'08"	S63°24'09"E	43.92'	
C17	25.00'	18.59'	042°35'41"	S12°53'44"E	18.16'	
C18	50.00'	113.67'	130°15'39"	S56°43'44"E	90.73'	
C19	25.00'	12.76'	029°14'51"	N72°45'52"E	12.62'	
C20	25.00'	39.27'	090°00'00"	S47°36'43"E	35.36'	
C21	25.00'	39.27'	090°00'00"	N42°23'17"E	35.36'	
C22	25.00'	39.27'	090°00'00"	S58°16'34"E	35.36'	
C23	25.00'	39.27'	090°00'00"	N31°43'26"E	35.36'	
C24	25.00'	35.41'	081°09'19"	S37°50'07"W	32.52'	
C25	25.00'	18.03'	041°18'55"	S23°23'59"E	17.64'	
C26	50.00'	161.13'	184°38'15"	S48°15'40"W	99.92'	
C27	25.00'	26.69'	061°10'02"	N70°00'13"W	25.44'	
C28	270.00'	38.96'	008°16'02"	S08°13'21"E	38.92'	
C29	330.00'	20.96'	003°38'22"	S05°54'31"E	20.96'	
C30	530.00'	27.62'	002°59'09"	N85°53'43"E	27.62'	
C31	530.00'	13.77'	001°29'20"	N77°28'06"E	13.77'	
C32	1330.00'	30.21'	001°18'05"	N81°23'09"E	30.21'	
C33	370.00'	28.12'	004°21'18"	S85°13'50"W	28.12'	

LINE TABLE		
LINE	BEARING	LENGTH
L1	N85°54'40"E	100.00'
L2	N85°54'40"E	60.00'
L3	N85°54'40"E	35.20'
L4	S24°08'02"E	51.47'
L5	S34°11'34"E	62.05'
L6	N82°27'19"E	55.52'
L7	N76°43'26"E	183.81'
L8	N82°56'17"E	73.26'
L9	S02°36'43"E	99.99'
L10	S87°24'30"W	11.06'
L11	S02°35'30"E	60.00'
L12	N87°24'30"E	15.53'
L13	N87°23'17"E	116.53'
L14	S02°36'43"E	127.34'
L15	S34°53'17"W	63.01'
L16	S70°59'35"W	174.71'
L17	N02°36'43"W	107.00'
L18	N02°36'43"W	60.00'
L19	N02°36'43"W	100.00'
L20	N57°42'11"W	27.83'
L21	N19°32'32"W	51.21'
L22	S34°11'34"E	102.96'
L23	S34°04'33"W	5.51'
L24	N76°43'26"E	156.31'
L25	N87°24'30"E	206.43'
L26	S13°16'34"E	113.07'
L27	S02°44'32"E	98.26'
L28	S41°18'09"E	31.10'
L29	S87°23'17"W	290.96'
L30	S02°36'43"E	155.00'
L31	S04°05'20"E	37.47'
L32	N19°32'32"W	40.43'
L33	N34°11'34"W	38.23'
L34	N87°23'17"E	34.80'
L35	N02°36'43"W	131.49'
L36	S87°23'17"W	30.04'
L37	N02°36'43"W	137.80'
L38	N02°36'43"W	140.96'
L39	S87°23'17"W	29.96'
L40	S02°44'32"E	30.43'
L41	N84°21'16"E	132.60'
L42	N87°24'30"E	39.10'



VICINITY MAP  
BRAZORIA COUNTY KEY MAP: 692 J & N  
SCALE: 1" = 2,640'



ABBREVIATIONS

- AE= AERIAL EASEMENT
- DE= DRAINAGE EASEMENT
- PAE= PRIVATE ACCESS EASEMENT
- PUE= PUBLIC UTILITY EASEMENT
- SSE= SANITARY SEWER EASEMENT
- STM SE= STORM SEWER EASEMENT
- UVE= UNOBSTRUCTED VISIBILITY EASEMENT
- UE= UTILITY EASEMENT
- WLE= WATER LINE EASEMENT
- BL= BUILDING LINE
- ROW= RIGHT-OF-WAY
- BCCF= BRAZORIA COUNTY CLERK'S FILE
- BCOR= BRAZORIA COUNTY DEED RECORDS
- BCORP= BRAZORIA COUNTY PLAT RECORDS
- BCOPR= BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
- BCOPRRP= BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
- VOL., PG.,= VOLUME, PAGE
- No.= NUMBER
- FND= FOUND
- IRC= IRON ROD W/ CAP
- "S"= SET
- STREET NAME CHANGE

FINAL PLAT  
SIERRA VISTA WEST  
SEC 8

A SUBDIVISION OF 18.91 ACRES OF LAND  
OUT OF THE  
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

78 LOTS      2 RESERVES      4 BLOCKS

DECEMBER 2021

OWNER/  
DEVELOPER:

LAND TEJAS SIERRA VISTA WEST, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
2450 FONDREN ROAD, SUITE 210  
HOUSTON, TEXAS 77063  
(713) 783-6702

ENGINEER/  
SURVEYOR:



2448 Technology Forest, Suite 200, The Woodlands, TX 77380 | (281) 883-0000 | info@manhardconsulting.com  
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners  
Texas Board of Professional Engineers Registration No. F-18141  
Texas Board of Professional Surveyors Registration No. 12184-078



STATE OF TEXAS           §  
COUNTY OF BRAZORIA       §

A METES & BOUNDS description of a certain 18.91 acre (823,859 square feet) tract of land situated in the Lavaca Navigation Company Survey, Abstract No. 329, in Brazoria County, Texas, being a portion of the remainder of a called 501.92 acre tract conveyed to McAlister Opportunity Fund III, L.P. by deed recorded in Clerk's File No. 2017063409, Brazoria County Official Public Records; said 18.91 acre (823,859 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 5/8–inch iron rod found, being the southeast corner of said called 501.92 acre tract, being on the north right–of–way of County Road No. 64 (based on a width of 40–feet) recorded in Volume 2, Page 113, Brazoria County Plat Records, and Volume 3, Page 66, Brazoria County Plat Records, and being on the west right–of–way of County Road No. 48 (based on a width of 40–feet) recorded in Volume 2, Page 113, Brazoria County Plat Records, and Volume 3, Page 66, Brazoria County Plat Records;

THENCE, North 37°41'56" West, 1,029.66 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, being the easterly northeast corner, and POINT OF BEGINNING of the herein described tract;

THENCE, South 02°36'43" East, 127.34 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, from which a 5/8–inch iron rod (with cap) found bears South 02°36'43" East, 50.00 feet;

THENCE, South 34°53'17" West, 63.01 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°24'30" West, 351.23 feet to a 5/8–inch iron rod (with cap) found;

THENCE, South 02°44'32" East, 305.14 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, from which a 5/8–inch iron rod (with cap) found bears South 02°44'32" East, 49.31 feet;

THENCE, South 70°59'35" West, 174.71 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;

THENCE, South 87°23'17" West, 560.00 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, being on the east line of a called 29.45 acre tract (Sierra Vista West Section 7) conveyed to Land Tejas Sierra Vista West, LLC, a Texas limited liability company, by deed recorded in Clerk File's No. 2021057930, Brazoria County Official Public Records;

THENCE, along the east line of said called 29.45 acre tract, the following sixteen (16) courses and distances;

1. North 02°36'43" West, 107.00 feet to a 5/8–inch iron rod (with cap) found, being the beginning of a curve to the right;
2. Along said curve to the right in a northeasterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing North 42°23'17" East, 35.36 feet to a 5/8–inch iron rod (with cap) found;
3. North 02°36'43" West, 60.00 feet to a 5/8–inch iron rod (with cap) found, being the beginning of a curve to the right;
4. Along said curve to the right in a northwesterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing North 47°36'43" West, 35.36 feet to a 5/8–inch iron rod (with cap) found;
5. North 02°36'43" West, 100.00 feet to a 5/8–inch iron rod (with cap) found;
6. South 87°23'17" West, 254.00 feet to a 5/8–inch iron rod (with cap) found;
7. North 57°42'11" West, 27.83 feet to a 5/8–inch iron rod (with cap) found;
8. North 34°11'34" West, 308.01 feet to a 5/8–inch iron rod (with cap) found;
9. North 19°32'32" West, 51.21 feet to a 5/8–inch iron rod (with cap) found;
10. North 04°05'20" West, 504.00 feet to a 5/8–inch iron rod (with cap) found;
11. North 85°54'40" East, 100.00 feet to a 5/8–inch iron rod (with cap) found, being the beginning of a curve to the right;
12. Along said curve to the right in a southeasterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing South 49°05'20" East, 35.36 feet to a 5/8–inch iron rod (with cap) found;
13. North 85°54'40" East, 60.00 feet to a 5/8–inch iron rod (with cap) found, being the beginning of a curve to the right;
14. Along said curve to the right in a northeasterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing North 40°54'40" East, 35.36 feet to a 5/8–inch iron rod (with cap) found;
15. North 85°54'40" East, 35.20 feet to a 5/8–inch iron rod (with cap) found, being the beginning of a curve to the right;
16. Along said curve to the right in an easterly direction, with a radius of 420.00 feet, a central angle of 08°52'30", an arc length of 65.06 feet, and a chord bearing South 89°39'05" East, 64.99 feet to a 5/8–inch iron rod (with cap) found, being a west corner of (proposed) Sierra Vista West Sec 9;

THENCE, along the west and south lines of said (proposed) Sierra Vista West Sec 9, the following sixteen (16) courses and distances;

1. South 04°05'20" East, 423.51 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
2. South 24°08'02" East, 51.47 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
3. South 34°11'34" East, 62.05 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
4. North 87°23'17" East, 457.64 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
5. North 82°27'19" East, 55.52 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
6. North 76°43'26" East, 183.81 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
7. North 82°56'17" East, 73.26 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
8. North 87°24'30" East, 251.58 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
9. South 02°36'43" East, 99.99 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;
10. Along said curve to the right in a southwesterly direction, with a radius of 25.00 feet, a central angle of 90°01'12", an arc length of 39.28 feet, and a chord bearing South 42°23'53" West, 35.36 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
11. South 87°24'30" West, 11.06 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
12. South 02°35'30" East, 60.00 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
13. North 87°24'30" East, 15.53 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;
14. Along said curve to the right in an easterly direction, with a radius of 25.00 feet, a central angle of 39°20'45", on arc length of 17.17 feet, and a chord bearing South 72°55'08" East, 16.83 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, being the beginning of a reverse curve to the left;
15. Along said reverse curve to the left in a northeasterly direction, with a radius of 50.00 feet, a central angle of 143°35'15", an arc length of 125.30 feet, and a chord bearing North 54°57'37" East, 94.99 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
16. North 87°23'17" East, 116.53 feet to the POINT OF BEGINNING, CONTAINING 18.91 acres (823,859 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

STATE OF TEXAS           §  
COUNTY OF BRAZORIA       §

We, LAND TEJAS SIERRA VISTA WEST, LLC, A Texas Limited Liability Company, acting by and through Al P. Brende, President, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 18.91 Acre tract described in the above and foregoing map of SIERRA VISTA WEST SEC 8, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back–to–back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back–to–back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back–to–back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Sierra Vista West Sec 8 where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'–0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony, Fort Bend County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, LAND TEJAS SIERRA VISTA WEST, LLC, A Texas Limited Liability Company, has caused these presents to be signed by Al P. Brende, President, thereunto authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAND TEJAS SIERRA VISTA WEST, LLC,  
A Texas Limited Liability Company

By: \_\_\_\_\_  
Al P. Brende  
President

This plat is hereby APPROVED by the City of Iowa Colony City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Michael Byrum–Bratsen  
Mayor

\_\_\_\_\_  
Sydney Hargroder

\_\_\_\_\_  
Arnetta Hicks–Murray

\_\_\_\_\_  
Marquette Greene–Young

\_\_\_\_\_  
Wil Kennedy

\_\_\_\_\_  
Chad Wilsey  
Mayor Pro–Tem

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
David Hurst  
Chairman

\_\_\_\_\_  
Steven Byrum–Bratsen

\_\_\_\_\_  
Les Hosey

\_\_\_\_\_  
Vince Patterson

\_\_\_\_\_  
McLean Barnett

\_\_\_\_\_  
Melanie Hampton

\_\_\_\_\_  
Tim Varlack

STATE OF TEXAS           §  
COUNTY OF BRAZORIA       §

Before me, the undersigned authority, on this day personally appeared Al P. Brende, President of Land Tejas Sierra Visto West, LLC, A Texas Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this  
\_\_\_\_\_ Day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires \_\_\_\_\_

I, Paul R. Bretherton, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

\_\_\_\_\_  
Paul R. Bretherton  
Texas Registration No. 5977

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Dinh V. Ho, P.E.

FINAL PLAT  
SIERRA VISTA WEST  
SEC 8

A SUBDIVISION OF 18.91 ACRES OF LAND  
OUT OF THE  
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

78 LOTS                   2 RESERVES                   4 BLOCKS

DECEMBER 2021

OWNER/  
DEVELOPER:

LAND TEJAS SIERRA VISTA WEST, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
2450 FONDREN ROAD, SUITE 210  
HOUSTON, TEXAS 77063  
(713) 783–6702

ENGINEER/  
SURVEYOR:





Wednesday, December 1, 2021

Travis Harrison, P.E.  
Elevation Land Solutions  
2445 Technology Forest Blvd., Suite 200  
The Woodlands, TX 77381

**Re: Sierra Vista West Section 9 Final Plat  
Letter of Recommendation to Approve  
City of Iowa Colony Project No. 316  
Adico, LLC Project No. 16007-2-223**

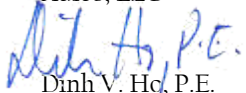
Dear Mr. Harrison,

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Sierra Vista West Section 9 final plat package received on or about November 30, 2021. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based upon our review, we have no objections to the final plat as submitted on November 30, 2021. Please provide two (2) and ten (10) prints to Kayleen Rosser, City Secretary, by no later than Thursday, December 2, 2021, for consideration at the December 7, 2021, Planning and Zoning meeting.

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

Sincerely,  
Adico, LLC



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

Copy

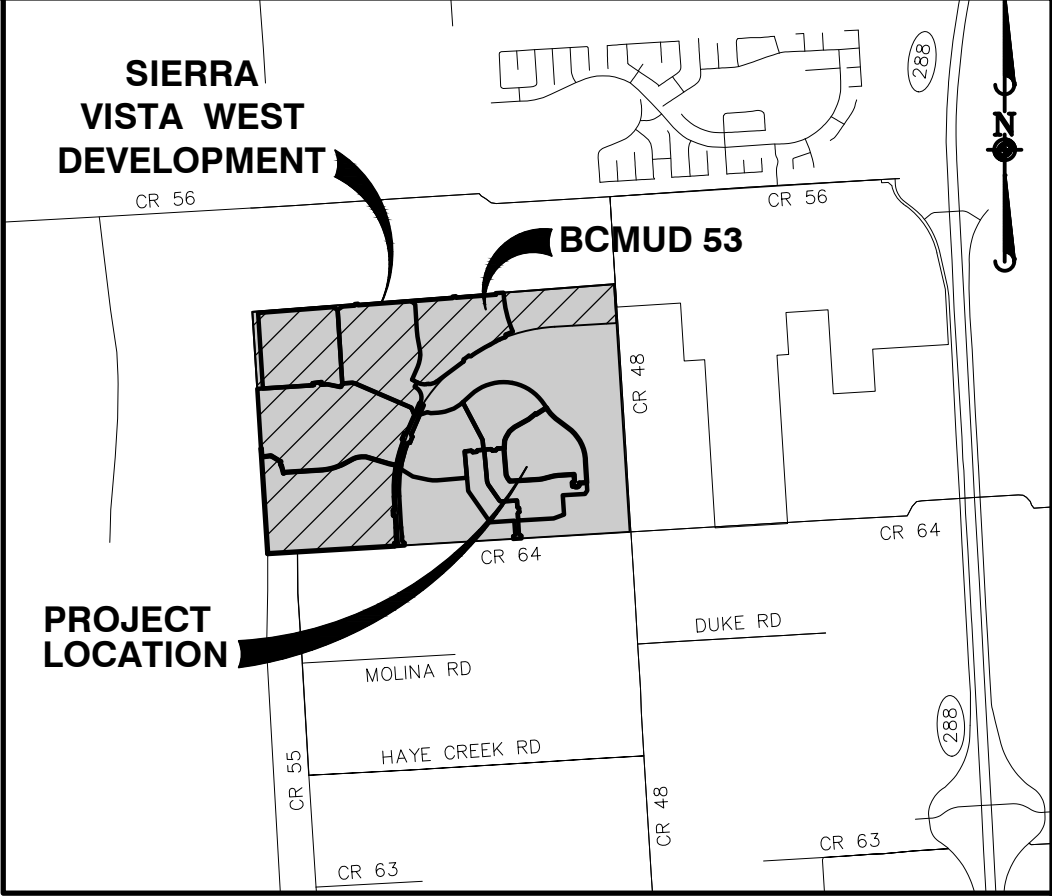
**Cc: Kayleen Rosser, COIC  
Robert Hemminger, COIC  
File: 16007-2-223**



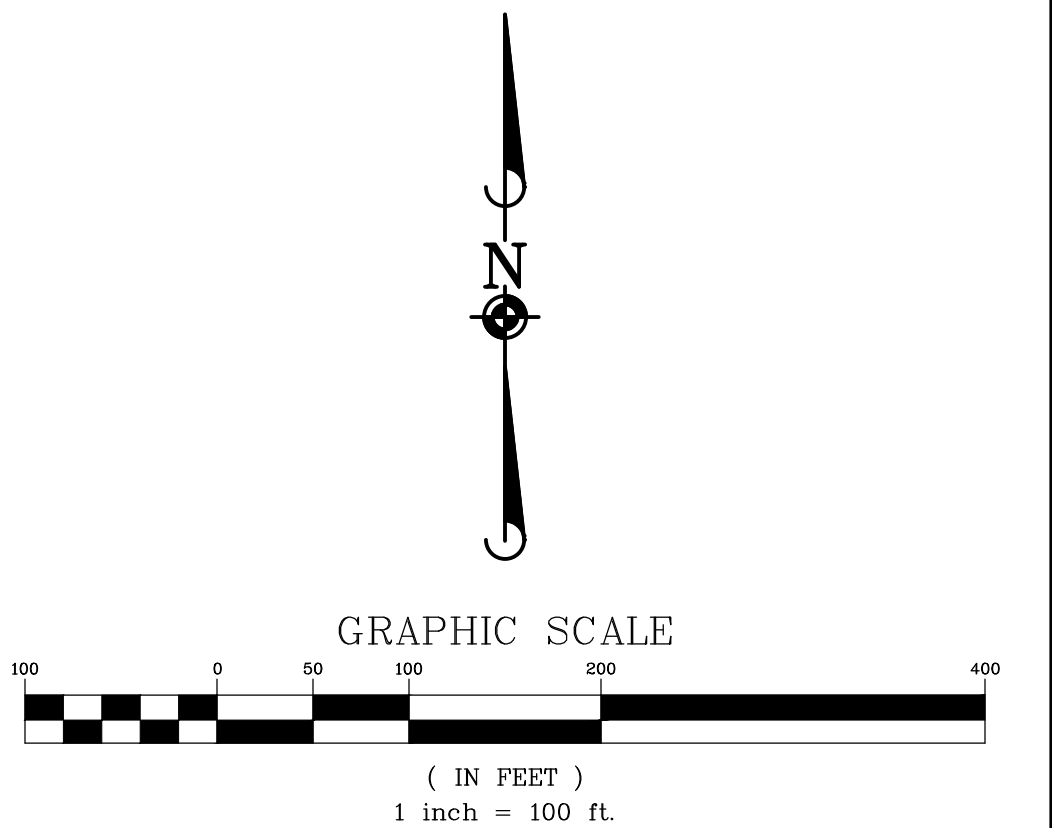
LINE TABLE		
LINE	BEARING	LENGTH
L1	S32°20'18"E	56.67'
L2	S37°36'17"E	58.78'
L3	S42°20'49"E	56.70'
L4	S47°26'26"E	56.70'
L5	S51°54'55"E	58.35'
L6	S52°32'03"E	180.00'
L7	S50°25'51"E	69.32'
L8	S44°24'52"E	71.48'
L9	S38°13'29"E	71.48'
L10	S32°02'06"E	71.48'
L11	S25°50'44"E	71.48'
L12	S19°39'21"E	71.48'
L13	S13°27'59"E	71.48'
L14	S07°16'36"E	71.48'
L15	S02°50'18"E	62.93'
L16	S87°23'17"W	116.53'
L17	S87°24'30"W	15.53'
L18	N02°35'30"W	60.00'
L19	N87°24'30"E	11.06'
L20	N02°36'43"W	99.99'
L21	S82°56'17"W	73.26'
L22	S76°43'26"W	183.81'
L23	S82°27'19"W	55.52'
L24	N34°11'34"W	62.05'
L25	N24°08'02"W	51.47'
L26	N05°19'38"E	123.81'
L27	N21°36'41"E	54.35'
L28	N32°00'19"E	53.78'
L29	N31°57'53"E	53.76'
L30	N48°31'26"E	53.79'
L31	N52°04'31"E	53.85'
L32	N61°37'48"E	56.85'
L33	N61°52'48"E	196.65'
L34	N52°12'32"E	141.46'
L35	S32°21'18"E	13.76'
L36	N57°38'42"E	192.02'
L37	N32°21'18"W	32.54'
L38	N52°32'03"W	221.29'
L39	N47°36'07"W	18.55'
L40	N87°24'30"E	11.06'

LINE TABLE		
LINE	BEARING	LENGTH
L41	N37°27'57"E	111.00'
L42	N70°05'08"E	119.56'
L43	N19°54'52"W	4.96'
L44	N87°24'30"E	292.04'
L45	N76°43'26"E	147.01'
L46	N87°23'17"E	270.60'
L47	N39°06'42"E	12.36'
L48	N04°05'20"W	257.74'
L49	N70°05'08"E	110.00'
L50	N48°43'09"E	106.40'
L51	S82°32'24"E	138.58'
L52	S32°21'18"E	32.54'
L53	S52°32'03"E	30.00'
L54	S52°32'03"E	25.00'
L55	S52°32'03"E	25.00'
L56	N37°27'57"E	132.00'
L57	N37°27'57"E	132.00'
L58	S02°36'43"E	24.73'
L59	N04°05'20"W	28.41'
L60	S76°43'26"W	30.40'
L61	N48°31'26"E	34.96'
L62	N61°52'48"E	25.72'
L63	N70°05'08"E	37.91'
L64	S52°32'00"E	68.62'
L65	S43°18'11"E	109.89'
L66	N27°03'28"W	55.09'
L67	N25°28'43"W	55.52'
L68	S02°35'30"E	123.26'
L69	N83°58'02"E	114.19'
L70	N22°05'40"E	56.14'
L71	N44°02'39"E	64.34'
L72	N63°29'14"E	52.06'
L73	N70°05'08"E	120.25'
L74	N62°40'26"E	54.50'
L75	N58°00'34"E	53.16'
L76	N58°00'34"E	29.34'
L77	N58°00'34"E	23.83'
L78	N48°43'09"E	127.01'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	50.00'	125.30'	143°35'15"	S54°57'37"W	94.99'
C2	25.00'	17.17'	039°20'45"	N72°55'08"W	16.83'
C3	25.00'	39.28'	090°01'12"	N42°23'53"E	35.36'
C4	420.00'	3.97'	000°32'28"	S84°56'36"E	3.97'
C5	800.00'	281.75'	020°10'45"	S42°26'41"E	280.30'
C6	500.00'	435.65'	049°55'21"	S27°34'23"E	422.00'
C7	55.00'	86.41'	090°01'12"	S42°23'53"W	77.80'
C8	400.00'	227.73'	032°37'11"	N53°46'32"E	224.67'
C9	500.00'	93.24'	010°41'04"	S82°03'58"W	93.10'
C10	500.00'	93.06'	010°39'52"	S82°03'21"W	92.93'
C11	55.00'	84.98'	088°31'22"	N48°21'02"W	76.77'
C12	300.00'	388.38'	074°10'28"	N32°59'54"E	361.82'
C13	300.00'	111.87'	021°21'59"	N59°24'08"E	111.23'
C14	450.00'	16.75'	002°07'58"	S83°36'23"E	16.75'
C15	25.00'	37.66'	086°18'42"	N05°33'48"E	34.20'
C16	25.00'	37.66'	086°18'42"	N88°07'30"W	34.20'
C17	25.00'	39.27'	090°00'00"	N07°32'03"W	35.36'
C18	25.00'	39.27'	090°00'00"	S82°27'57"W	35.36'
C19	25.00'	39.28'	090°01'12"	N42°23'53"E	35.36'
C20	25.00'	39.26'	089°58'48"	N47°36'07"W	35.35'
C21	25.00'	17.17'	039°20'45"	S22°17'05"E	16.83'
C22	50.00'	147.23'	168°42'42"	N42°23'53"E	99.52'
C23	25.00'	16.11'	036°55'33"	N88°32'55"E	15.83'
C24	25.00'	21.01'	048°08'41"	S46°00'48"W	20.39'
C25	50.00'	231.32'	265°04'14"	S25°31'26"E	73.69'
C26	25.00'	38.63'	088°31'22"	S48°21'02"E	34.90'
C27	25.00'	16.24'	037°13'13"	S68°46'41"W	15.96'
C28	50.00'	137.30'	157°19'53"	S51°09'59"E	98.05'
C29	25.00'	13.78'	031°35'18"	N11°42'19"E	13.61'
C30	25.00'	35.38'	081°05'14"	N41°59'47"W	32.50'
C31	25.00'	35.38'	081°05'14"	N56°54'59"E	32.50'
C32	770.00'	31.60'	002°21'05"	S33°21'51"E	31.60'
C33	770.00'	34.23'	002°32'49"	S51°15'39"E	34.23'
C34	530.00'	28.28'	003°03'28"	N78°15'10"E	28.28'
C35	270.00'	34.08'	007°13'55"	N66°28'11"E	34.06'
C36	50.00'	21.92'	025°07'27"	N29°23'44"W	21.75'



VICINITY MAP  
BRAZORIA COUNTY KEY MAP: 692 J & N  
SCALE: 1" = 2,640'



ABBREVIATIONS

- AE= AERIAL EASEMENT
- DE= DRAINAGE EASEMENT
- PAE= PRIVATE ACCESS EASEMENT
- PUE= PUBLIC UTILITY EASEMENT
- SSE= SANITARY SEWER EASEMENT
- STM SE= STORM SEWER EASEMENT
- UVE= UNOBSTRUCTED VISIBILITY EASEMENT
- UE= UTILITY EASEMENT
- WLE= WATER LINE EASEMENT
- BL= BUILDING LINE
- ROW= RIGHT-OF-WAY
- BCCF= BRAZORIA COUNTY CLERK'S FILE
- BCDR= BRAZORIA COUNTY DEED RECORDS
- BCPR= BRAZORIA COUNTY PLAT RECORDS
- BCOPR= BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
- BCOPRR= BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
- VOL., PG., No.= VOLUME, PAGE NUMBER
- FND= FOUND
- IRC= IRON ROD W/ CAP
- 5/8" IRON ROD WITH CAP TO BE SET
- STREET NAME CHANGE

FINAL PLAT  
SIERRA VISTA WEST  
SEC 9

A SUBDIVISION OF 25.36 ACRES OF LAND  
OUT OF THE  
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

99 LOTS 1 RESERVE 4 BLOCKS

DECEMBER 2021

OWNER/  
DEVELOPER:

LAND TEJAS SIERRA VISTA WEST, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
2450 FONDREN ROAD, SUITE 210  
HOUSTON, TEXAS 77063  
(713) 783-6702

ENGINEER/  
SURVEYOR:



2448 Technology Forest Blvd, Suite 800, The Woodlands, TX 77381 | phone: 281.300.0000 | info@manhard.com  
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Management • Environmental Scientists • Landscape Architects • Planners  
Texas Board of Professional Engineers Registration No. E-18161  
Texas Board of Professional Surveyors Registration No. 12154278



STATE OF TEXAS           §  
COUNTY OF BRAZORIA       §

A METES & BOUNDS description of a certain 25.36 acre (1,104,557 square feet) tract of land situated in the Lavaca Navigation Company Survey, Abstract No. 329, in Brazoria County, Texas, being a portion of the remainder of a called 501.92 acre tract conveyed to McAlister Opportunity Fund III, L.P. by deed recorded in Clerk's File No. 2017063409, Brazoria County Official Public Records; said 25.36 acre (1,104,557 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 5/8–inch iron rod found, being the southeast corner of said called 501.92 acre tract, being on the north right–of–way of County Road No. 64 (based on a width of 40–feet) recorded in Volume 2, Page 113, Brazoria County Plat Records, and Volume 3, Page 66, Brazoria County Plat Records, and being on the west right–of–way of County Road No. 48 (based on a width of 40–feet) recorded in Volume 2, Page 113, Brazoria County Plat Records, and Volume 3, Page 66, Brazoria County Plat Records;

THENCE, North 37°41'56" West, 1,029.66 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, being the northeast corner of (proposed) Sierra Vista West Sec 8, and being the POINT OF BEGINNING of the herein described tract;

THENCE, along the north line of said (proposed) Sierra Vista West Sec 8, the following sixteen (16) courses and distances;

- South 87°23'17" West, 116.53 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right;
- Along said curve to the right in a southwesterly direction, with a radius of 50.00 feet, a central angle of 143°35'15", an arc length of 125.30 feet, and a chord bearing South 54°57'37" West, 94.99 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, being the beginning of a reverse curve to the left;
- Along said reverse curve to the left in a westerly direction, with a radius of 25.00 feet, a central angle of 39°20'45", an arc length of 17.17 feet, and a chord bearing North 72°55'08" West, 16.83 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- South 87°24'30" West, 15.53 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- North 02°35'30" West, 60.00 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- North 87°24'30" East, 11.06 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the left;
- Along said curve to the left in a northeasterly direction, with a radius of 25.00 feet, a central angle of 90°01'12", an arc length of 39.28 feet, and a chord bearing North 42°23'53" East, 35.36 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- North 02°36'43" West, 99.99 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- South 87°24'30" West, 251.58 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- South 82°56'17" West, 73.26 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- South 76°43'26" West, 183.81 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- South 82°27'19" West, 55.52 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- South 87°23'17" West, 457.64 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- North 34°11'34" West, 62.05 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;
- North 24°08'02" West, 51.47 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;

16. North 04°05'20" West, 423.51 feet to a 5/8–inch iron rod (with cap stamped "ELS") set, being the beginning of a curve to the right, and being on the east line of a called 29.45 acre tract (Sierra Vista West Section 7) conveyed to Land Tejas Sierra Vista West, LLC, a Texas limited liability company, by deed recorded in Clerk File's No. 2021057930, Brazoria County Official Public Records;

THENCE, along the east line of said called 29.45 acre tract, the following ten (10) courses and distances;

- Along said curve to the right in an easterly direction, with a radius of 420.00 feet, a central angle of 00°32'28", an arc length of 3.97 feet, and a chord bearing South 84°56'36" East, 3.97 feet to a 5/8–inch iron rod (with cap) found;
- North 05°19'38" East, 123.81 feet to a 5/8–inch iron rod (with cap) found;
- North 21°36'41" East, 54.35 feet to a 5/8–inch iron rod (with cap) found;
- North 32°00'19" East, 53.78 feet to a 5/8–inch iron rod (with cap) found;
- North 31°57'53" East, 53.76 feet to a 5/8–inch iron rod (with cap) found;
- North 48°31'26" East, 53.79 feet to a 5/8–inch iron rod (with cap) found;
- North 52°04'31" East, 53.85 feet to a 5/8–inch iron rod (with cap) found;
- North 61°37'48" East, 56.85 feet to a 5/8–inch iron rod (with cap) found;
- North 61°52'48" East, 196.65 feet to a 5/8–inch iron rod (with cap) found;
- North 52°12'32" East, 141.46 feet to a 5/8–inch iron rod (with cap) found;

THENCE, South 32°21'18" East, 13.76 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;  
THENCE, North 57°38'42" East, 192.02 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;  
THENCE, South 32°20'18" East, 56.67 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;  
THENCE, South 37°36'17" East, 58.78 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;  
THENCE, South 42°20'49" East, 56.70 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;  
THENCE, South 47°26'26" East, 56.70 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;  
THENCE, South 51°54'55" East, 58.35 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;  
THENCE, South 52°32'03" East, 180.00 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;  
THENCE, South 50°25'51" East, 69.32 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;  
THENCE, South 44°24'52" East, 71.48 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;  
THENCE, South 38°13'29" East, 71.48 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;  
THENCE, South 32°02'06" East, 71.48 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;  
THENCE, South 25°50'44" East, 71.48 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;  
THENCE, South 19°39'21" East, 71.48 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;  
THENCE, South 13°27'59" East, 71.48 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;  
THENCE, South 07°16'36" East, 71.48 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;  
THENCE, South 02°50'18" East, 62.93 feet to a 5/8–inch iron rod (with cap stamped "ELS") set;

THENCE, South 02°36'43" East, 325.00 feet to the POINT OF BEGINNING, CONTAINING 25.36 acres (1,104,557 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

STATE OF TEXAS           §  
COUNTY OF BRAZORIA       §

We, LAND TEJAS SIERRA VISTA WEST, LLC, A Texas Limited Liability Company, acting by and through Al P. Brende, President, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 25.36 Acre tract described in the above and foregoing map of SIERRA VISTA WEST SEC 9, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back–to–back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back–to–back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back–to–back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Sierra Vista West Sec 9 where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15'–0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Iowa Colony, Fort Bend County, or any other governmental agency, the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, LAND TEJAS SIERRA VISTA WEST, LLC, A Texas Limited Liability Company, has caused these presents to be signed by Al P. Brende, President, thereunto authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAND TEJAS SIERRA VISTA WEST, LLC,  
A Texas Limited Liability Company

By: \_\_\_\_\_  
Al P. Brende  
President

This plat is hereby APPROVED by the City of Iowa Colony City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Michael Byrum–Bratsen  
Mayor

\_\_\_\_\_  
Sydney Hargroder

\_\_\_\_\_  
Arnetta Hicks–Murray

\_\_\_\_\_  
Marquette Greene–Young

\_\_\_\_\_  
Wil Kennedy

\_\_\_\_\_  
Chad Wisey  
Mayor Pro–Tem

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
David Hurst  
Chairman

\_\_\_\_\_  
Steven Byrum–Bratsen

\_\_\_\_\_  
Les Hosey

\_\_\_\_\_  
Vince Patterson

\_\_\_\_\_  
McLean Barnett

\_\_\_\_\_  
Melanie Hampton

\_\_\_\_\_  
Tim Varlack

STATE OF TEXAS           §  
COUNTY OF BRAZORIA       §

Before me, the undersigned authority, on this day personally appeared Al P. Brende, sole manager of Land Tejas Sierra Vista West, LLC, A Texas Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this  
\_\_\_\_\_ Day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires \_\_\_\_\_

I, Paul R. Bretherton, am authorized (or registered) under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

\_\_\_\_\_  
Paul R. Bretherton  
Texas Registration No. 5977

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Dinh V. Ho, P.E.

## FINAL PLAT SIERRA VISTA WEST SEC 9

A SUBDIVISION OF 25.36 ACRES OF LAND  
OUT OF THE  
LAVACA NAVIGATION COMPANY SURVEY, A-329

BRAZORIA COUNTY, TEXAS

99 LOTS           1 RESERVE           4 BLOCKS

DECEMBER 2021

OWNER/  
DEVELOPER:

LAND TEJAS SIERRA VISTA WEST, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
2450 FONDREN ROAD, SUITE 210  
HOUSTON, TEXAS 77063  
(713) 783–6702

ENGINEER/  
SURVEYOR:

  
**Manhard**  
CONSULTING  
2448 Technology Forest Blvd, Suite 800, The Woodlands, TX 77381 | ph:832.663.2000 | info@manhard.com  
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners  
Texas Board of Professional Engineers Registration No. E-18161  
Texas Board of Professional Surveyors Registration No. 12154278

Tuesday, December 14, 2021

Mayor Michael Byrum-Bratsen  
City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77553

Re: Sierra Vista West Section 4 Early Plat Disbursement  
Brazoria County Municipal Utility District No. 53  
Letter of Recommendation-Disbursement Request No. 5 and Final, December 2021  
Adico Project No. 21001-02

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed Disbursement Request No. 5 and Final from Land Tejas Sierra Vista West, LLC, the disbursement of funds for Sierra Vista West Section 4 Early Plat Recordation Release Agreement.

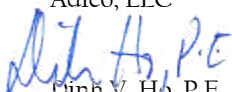
Elevation Land Solutions has provided copies of the approved pay estimates and supporting documents for our review. Below is a brief overview.

ESCROW AMOUNT:					\$	2,263,080.21
CONTINGENCY @ 10%					\$	226,308.02
TOTAL ESCROW AND CONTINGENCY DEPOSIT					\$	2,489,388.23
	Date of Request	Request Subtotal	10% Contingency	Change Orders	Total Disbursement	Remaining Escrow
Draw Request No. 1	Jul-21	\$ 1,055,947.04	\$ 105,594.70		\$ 1,161,541.74	\$ 1,327,846.49
Draw Request No. 2	Aug-21	\$ 737,135.10	\$ 73,713.51		\$ 810,848.61	\$ 516,997.88
Draw Request No. 3	Sep-21	\$ 301,172.07	\$ 30,117.21		\$ 331,289.28	\$ 185,708.60
Draw Request No. 4	Oct-21	\$ 48,640.34	\$ 4,864.03		\$ 53,504.34	\$ 132,204.26
Draw Request No. 5 and Final	Dec-21	\$ 52,105.01	\$ 5,210.50		\$ 57,315.51	\$ (0.00)
TOTALS		\$ 2,195,029.53	\$ 219,502.95	\$ -	\$ 2,414,532.48	\$ (0.00)

Based on our review of the documentation provided, Adico, LLC has no objections to Disbursement No. 5 and Final to Land Tejas in the amount of \$132,204.26. This disbursement closes out the remaining cash deposit. Approval of this disbursement is contingent on City Council approving infrastructure improvements into the One Year Maintenance Period, currently on the agenda for consideration.

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

Sincerely,  
Adico, LLC

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

cc: Kayleen Rosser, City Secretary  
Bill Hemminger, City Manager



MELANIE OHL  
CHIEF FINANCIAL OFFICER

December 1, 2021

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

RE: Land Tejas Sierra Vista West, LLC  
Construction and Escrow Agreement-Disbursement  
Sierra Vista West Sec. 4 Draw #5/Final-December

Dear Dinh:

Please find enclosed a worksheet for disbursement for a portion of our cash deposit and copies of the invoices to pay the following vendor(s):

Clearwater	\$ 120,185.69	Section 4 WSD
December Contingency Refund	\$ <u>12,018.57</u>	
Total	\$ 132,204.26	

Please review the enclosed and if in agreement, recommend the City reimburse to Land Tejas Sierra Vista West, LLC the amount of \$132,204.26 of our escrowed funds. Wiring instructions are attached for your convenience.

Sincerely,

  
Melanie Ohl  
Chief Financial Officer





ESCROW SUMMARY FOR ALL PROJECTS SERVING  
SIERRA VISTA WEST SECTION 4  
November 29, 2021

ORIGINAL ESCROW SUMMARY															
Construction Contract	Contractor	Contract Amount (A)	Change Orders (B)	Revised Contract Amount (A + B)	Escrowed Amount	10% Contingency	Total Escrow	Total Refund to Date	December Draw Request	December Contingency Refund	December Refund	Remaining Escrow Balance	Deduction of Change Order Not Escrowed	December Refund (Net of Required Cash Deposit For CO)	Remaining Escrow Balance
1. Section 4 WSD	Clearwater Utilities	2,527,119.30	\$ 58,600.00	\$ 2,585,719.30	\$ 351,313.32	\$ 35,131.33	\$ 386,444.65	\$ (254,240.39)	\$ (120,185.69)	\$ (12,018.57)	\$ (132,204.26)	\$ 0.00		\$ (132,204.26)	\$ 0.00
1. Section 4 Paving	ClearPave	2,333,046.00	\$ 98,969.49	\$ 2,432,015.49	\$ 1,911,766.89	\$ 191,176.69	\$ 2,102,943.58	\$ (2,102,943.58)	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
					\$ 2,263,080.21	\$ 226,308.02	\$ 2,489,388.23	\$ (2,357,183.97)	\$ (120,185.69)	\$ (12,018.57)	\$ (132,204.26)	\$ 0.00	\$ -	\$ (132,204.26)	\$ 0.00
							\$ 132,204.26								

Copy

Tuesday, December 14, 2021

Mayor Michael Byrum-Bratsen  
City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77553

**Re: Brazoria County MUD 53 Water System  
Recommendation for Approval into One-Year Maintenance Period  
City of Iowa Colony Project No. CSW 190930-0810  
Adico, LLC Project No. 16007-4-238**

Dear Mayor Byrum-Bratsen and City Council;

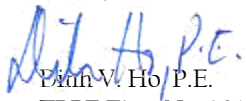
On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Brazoria County MUD 53 Water System. The final inspection was completed on January 28, 2021, with all outstanding punch list items addressed on October 29, 2021. Therefore, Adico, LLC recommends approval of facilities into the One-Year Maintenance period.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond (Brazoria County)
3. As-Builts (cover only)

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

Sincerely,  
Adico, LLC

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

Cc: Kayleen Rosser  
Robert Hemminger  
File: 16007-4-238



**Engineer's Certificate of Substantial Completion**

OWNER: Brazoria County Municipal Utility District No. 53  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027

CONTRACT: Construction of Brazoria County Municipal Utility District 53  
Water System for Brazoria County Municipal Utility District No.  
52

CONTRACTOR: Bussell & Sons, LLC  
21820 Mueschke Road  
Tomball, Texas 77377

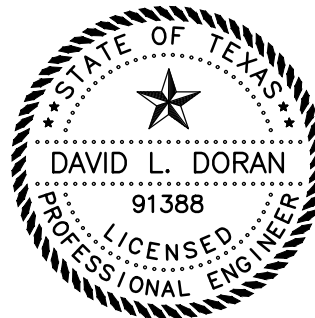
ENGINEER: Elevation Land Solutions  
2445 Technology Forest Boulevard, Suite  
200 The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of January 28, 2021; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the Owner.

Sincerely,

David L Doran, P.E., CCM  
Partner, Construction Management

DLD/mm



November 5, 2021  
TBPE Registration No. F-22671

P:\020 Sierra Vista West Development\015 BCMUD No 53 Water Plant\Documents\Construction\Acceptance Package\To City of Iowa Colony\BCMUD No. 53 Water Plant - Letter Certificate of Substantial Completion.docx



## MAINTENANCE BOND

STATE OF TEXAS

Contract Date August 12, 2019

COUNTY OF BRAZORIA

Date Bond Executed August 12, 2019PRINCIPAL Bussell & Sons, LLCSURETY The Guarantee Company of North America USA

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **One Million Five Hundred Fifty Five Thousand Four Hundred Thirty One Dollars and Zero Cents (\$1,555,431.00).**

being 100 percent of the Contract Price.

CONTRACT for Construction of Brazoria County Municipal Utility District 53 water system for Brazoria County Municipal Utility District No. 53, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

Bussell & Sons, LLC

PRINCIPAL

By Kenneth D. Cassiot

Name Kenneth D Cassiot

Title V.P. Construction

Address PO Box 874

Tomball, TX 77377

ATTEST

By Mandy L Bussell

Name MANDY L BUSSELL

Title Secretary/Treasurer

(SEAL)

The Guarantee Company of North America USA

SURETY

By Kevin McQuain

Name Kevin McQuain

Title Attorney-in-Fact

ATTEST

By Kim Stanley

Name Kim Stanley

Title Surety Witness

(SEAL)

Physical Address:

9977 W. Sam Houston Parkway North, Ste. 130  
Houston, TX 77064

Mailing Address:

9977 W. Sam Houston Parkway North, Ste. 130  
Houston, TX 77064

Telephone: 832-446-3350

Local Recording Agent Personal Identification Number:

648145

Agency Name: USI Insurance Services, LLC

Agency Address: 25025 N I 45 Frwy., Ste. 525  
The Woodlands, TX 77380

Agency Telephone: 832-702-8350

**Surety must attach its original Power of Attorney to this Bond.**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, **MANDY L. BUSSELL**, certify that I am the secretary of the corporation named as Principal in the Bond; that **KENNETH D GASSIOT**, who signed the Bond on behalf of Principal, was then **VP OF CONSTRUCTION** of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Mandy L Bussell  
Signature of Corporate Secretary

(Corporate Seal)

Copy

**ATTACH POWER OF ATTORNEY**





The Guarantee Company of North America USA  
Southfield, Michigan

## POWER OF ATTORNEY

**NOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Scott D. Chapman, Kevin McQuain, Rosalyn D. Hassell, Maxine Elaine Lewis, Jeanne M. Buchan, Misty Witt, Cheryl R. Colson, Bryan Lewis  
USI Insurance Services, LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1<sup>st</sup> day of March, 2018.



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland

My Commission Expires February 27, 2024  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Randall Musselman, Secretary



## TEXAS CONSUMER NOTICE

### 1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your **agent** at:
3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567
4. You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470  
Southfield, Michigan 48076  
Web: [www.theguaranteeus.com](http://www.theguaranteeus.com)  
E-mail: [Info@theguaranteeus.com](mailto:Info@theguaranteeus.com)  
Fax: 248-750-0431

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

6. You may write the Texas Department of Insurance:  
333 Guadalupe Street  
P.O. Box 149104  
Austin, TX 78701  
Fax: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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

8. **ATTACH THIS NOTICE TO YOUR POLICY:**  
This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su **agent** al

Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567

Usted tambien puede escribir a to The Guarantee Company of North America USA;

One Towne Square, Suite 1470  
Southfield, Michigan 48076  
Web: [www.theguaranteeus.com](http://www.theguaranteeus.com)  
E-mail: [Info@theguaranteeus.com](mailto:Info@theguaranteeus.com)  
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:  
333 Guadalupe Street  
P.O. Box 149104  
Austin, TX 78701  
Fax: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del document adj unto.

Tuesday, December 14, 2021

Mayor Michael Byrum-Bratsen  
City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77553

Re: Sierra Vista West Section 4 Water, Sanitary, Drainage and Paving Facilities  
Recommendation for Approval into One-Year Maintenance Period  
City of Iowa Colony Project No. CSW 201207-1397  
Adico, LLC Project No. 16007-4-336

Dear Mayor and City Council;

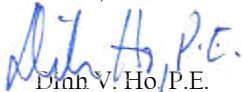
On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sierra Vista West Section 4 Water, Sanitary, Drainage and Paving Facilities. The final walk was completed on September 2, 2021, with all outstanding punch list items addressed on November 22, 2021. Therefore, Adico, LLC recommends approval of facilities into the One-Year Maintenance period. The effective date shall be December 20, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the one-year maintenance acceptance package the following items:

1. Engineer of Record Certification Letter
2. Maintenance Bond
3. As-Builts (cover only)

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

Sincerely,  
Adico, LLC

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

Cc: Kayleen Rosser  
Robert Hemminger  
File: 16007-4-336



## Engineer's Letter of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 53  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027

CONTRACT: Construction of Water, Sanitary, Drainage, and Paving  
Facilities for Sierra Vista West Sec. 4

CONTRACTORS: Clearwater Utilities Inc. and Clearpave, LLC  
22803 Schiel Road  
Cypress, Texas 77433

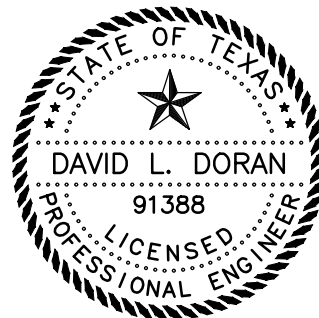
ENGINEER: Elevation Land Solutions  
2445 Technology Forest Boulevard,  
Suite 200 The Woodlands, Texas  
77381

I hereby certify that this project is substantially complete as of September 2, 2021; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the Owner.

Sincerely,

David L Doran, P.E., CCM  
Director of Construction Management

DLD/mm



September 7, 2021



**MAINTENANCE BOND**

STATE OF TEXAS

Contract Date 12/7/2020

COUNTY OF BRAZORIA

Date Bond Executed 12/7/2020

PRINCIPAL Clearwater Utilities, Inc.

SURETY Argonaut Insurance Company

OWNER Brazoria County Municipal Utility District No. 53

PENAL SUM OF BOND (in words and figures) **Two Million Five Hundred Twenty Seven**

**Thousand One Hundred Nineteen Dollars and Thirty Cents (\$2,527,119.30)**, being 100 percent of the Contract Price.

CONTRACT for Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Sec. 4 for Brazoria County Municipal District No. 53, Brazoria County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.



Clearwater Utilities, Inc.

PRINCIPAL

By

Name Dustin Berry

Title President

Address 22803 Schiel Road

Cypress, TX 77433

ATTEST

By

Name

Title

(SEAL)

Argonaut Insurance Company

SURETY

By

Name Michael Maddux

Title Attorney-in-Fact

ATTEST

By

Name Todd Mohr

Title Witness

(SEAL)

Physical Address:

13100 Wortham Center Drive, Ste 290

Houston, TX 77065

Mailing Address:

13100 Wortham Center Drive, Ste 290

Houston, TX 77065

Telephone: 281-640-7912

Local Recording Agent Personal Identification Number:

TX 1653623

Agency Name: Higginbotham Insurance Agency


Agency Address 11700 Katy Freeway, Ste 1100; Houston, TX 77079

Agency Telephone 713-952-9990

**Surety must attach its original Power of Attorney to this Bond.**

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Cale Kobza, certify that I am the secretary of the corporation named as Principal in the Bond; that Dustin Berry, who signed the Bond on behalf of Principal, was then president of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

  
\_\_\_\_\_  
Signature of Corporate Secretary (Corporate Seal)

ATTACH POWER OF ATTORNEY

Copy

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**  
**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Christopher Kolkhorst, Michael Maddux, Denise Raker, Dudley Ray, Sandra Villegas

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, depose and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 7th day of December, 2020



James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS  
ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

**IMPORTANT NOTICE**

**To obtain information or make a complaint:**

**You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:**

**ARGONAUT INSURANCE COMPANY**

**Please send all notices of claim on this bond to:**

**Argonaut Insurance Company  
Argo Surety Claims  
225 W. Washington St., 24th Floor  
Chicago, IL 60606**

**(833) 820-9137 (toll-free)**

**You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:**

**(512) 490-1007**

**You may write the Texas Department of Insurance:**

**P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**PREMIUM OR CLAIM DISPUTES:**

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

**ATTACH THIS NOTICE TO YOUR BOND:**

**This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.**



DEVELOPER: MR JOSH WADLEY LAND  
TEJAS SIERRA VISTA WEST, L.L.C.  
2450 FONDREN ROAD, SUITE 210  
HOUSTON, TEXAS 77063  
(713) 783-6702

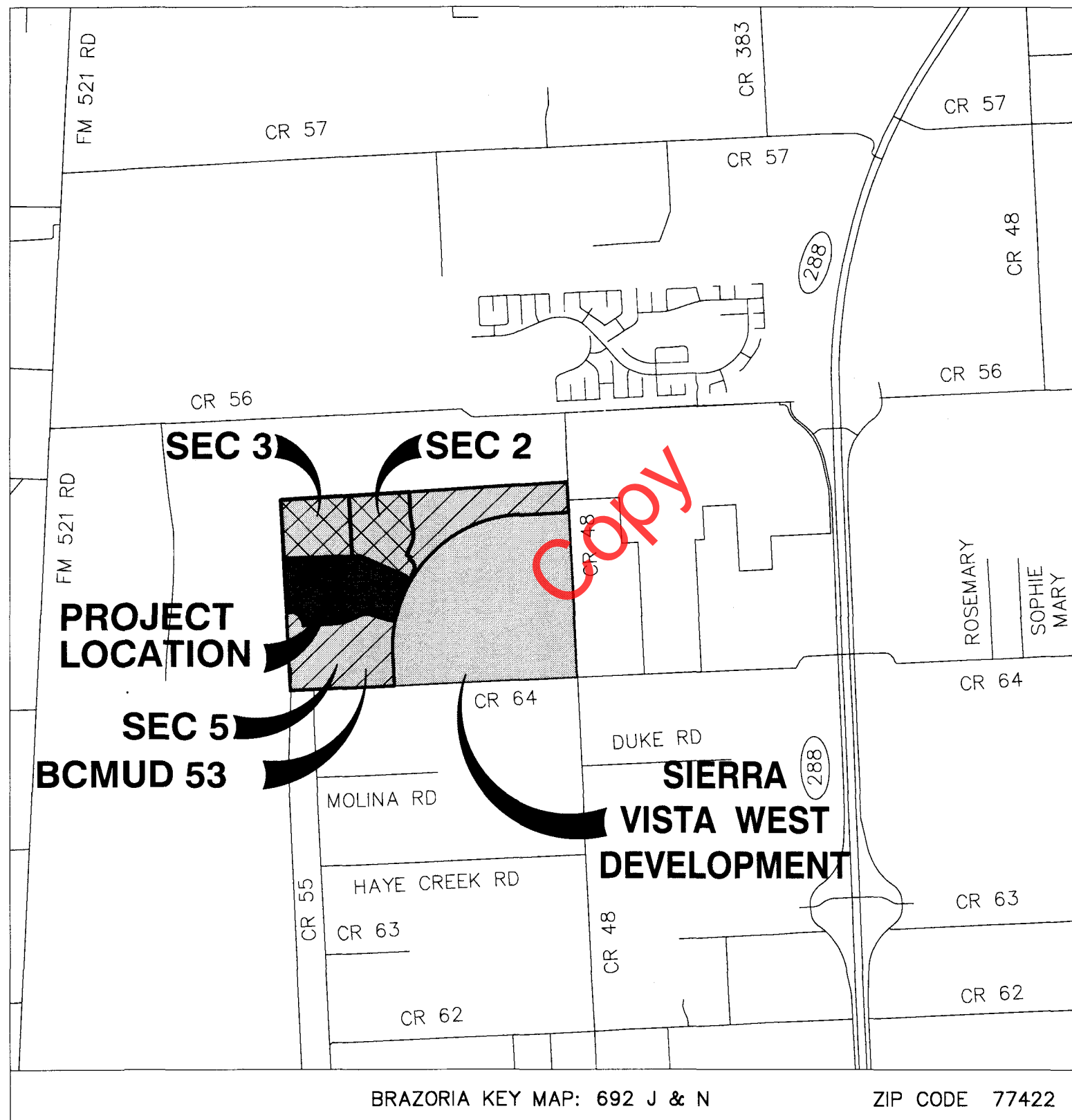
CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES  
FOR  
**SIERRA VISTA WEST SEC. 4**  
BRAZORIA COUNTY M.U.D. NO. 53  
BRAZORIA COUNTY, TX  
PROJECT NO. 610.020011.00

INDEX OF SHEETS

Sheet No.	Sheet Title
1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	PROJECT OVERALL
4	WATER & SANITARY OVERALL-EAST
5	WATER & SANITARY OVERALL-WEST
6	DRAINAGE OVERALL-EAST
7	DRAINAGE OVERALL-WEST
8	DRAINAGE CALCULATIONS
9	GRADING PLAN-EAST
10	GRADING PLAN-WEST
11	OFF-SITE SANITARY FORCEMAIN DEMOLITION PLAN
12	STORM WATER POLLUTION PREVENTION PLAN-EAST
13	STORM WATER POLLUTION PREVENTION PLAN-WEST
14	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
15	TRUCKEE RIVER DRIVE STA (12+50 TO 20+00)
16	TRUCKEE RIVER DRIVE STA (20+00 TO 29+00)
17	GREAT BASIN DRIVE
18	WATERSHED DRIVE STA (0+50 TO 7+50)
19	ALPINE DRIVE & SNOWY RIDGE LANE
20	KINGS RIVER DRIVE STA (0+50 TO 6+50)
21	KINGS RIVER DRIVE STA (6+50 TO 11+50)
22	CASCADE CREEK DRIVE (STA 0+50 TO 9+50)
23	CASCADE CREEK DRIVE (STA 9+50 TO 13+00)
24	SCARLET CREEK DRIVE
25	WILDFLOWER VIEW DRIVE
26	PONDEROSA PINE DRIVE STA (9+00 TO 18+00)
27	PONDEROSA PINE DRIVE STA (17+50 TO 26+00)
28	PONDEROSA PINE DRIVE STA (26+00 TO 31+00)
29	CRESCENT PEAK DRIVE & CRESCENT PEAK COURT
30	MOON VALLEY LANE
31	EMERSON PEAK DRIVE & STONE PEAK DRIVE
32	STORM OUTFALL 1 AND 2
33	CLIFFS VIEW DRIVE 10+50 TO 13+00
34	WATERLINE DETAILS - 1
35	WATERLINE DETAILS - 2
36	SAN. SEW. DETAILS - 1
37	SAN. SEW. DETAILS - 2
38	SAN. SEW. DETAILS - 3
39	STORM SEW. DETAILS - 1
40	STORM SEW. DETAILS - 2
41	STORM SEW. DETAILS - 3
42	STORM SEW. DETAILS - 4
43	PAVING DETAILS - 1
44	PAVING DETAILS - 2
45	PAVING DETAILS - 3
46	PAVING DETAILS - 4
47	PAVING DETAILS - 5
48	STORM WATER POLLUTION PREVENTION DETAILS
49	STORM OUTFALL - DETAIL
50	DRAINAGE AREA SERVICE MAP

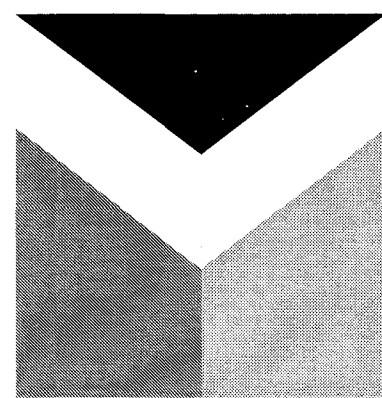
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY  
C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1093,  
INSPECTIONS@ADICO-LLC.COM) AND BRAZORIA COUNTY  
AT ENGINEER-CONSTRUCTION@BRAZORIA-COUNTY.COM  
48 HOURS BEFORE COMMENCING WORK.

MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE  
CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON  
OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY  
RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR  
METHODS OF CONSTRUCTION.



LOCATION MAP

1" = 1/2 MILE



**Manhard**  
CONSULTING

2445 Technology Forest Blvd, Suite 200, The Woodlands, TX 77381 ph:832.823.2200 tx:832.823.2201 manhard.com  
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners  
Texas Board of Professional Engineers Registration No. F-18141

Record Drawings

ONE-CALL NOTIFICATION SYSTEM  
CALL BEFORE YOU DIG!!!  
(713) 223-4567 (In Houston)  
(New Statewide Number Outside Houston)  
1-800-344-8317

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E. Date 8/3/20  
President

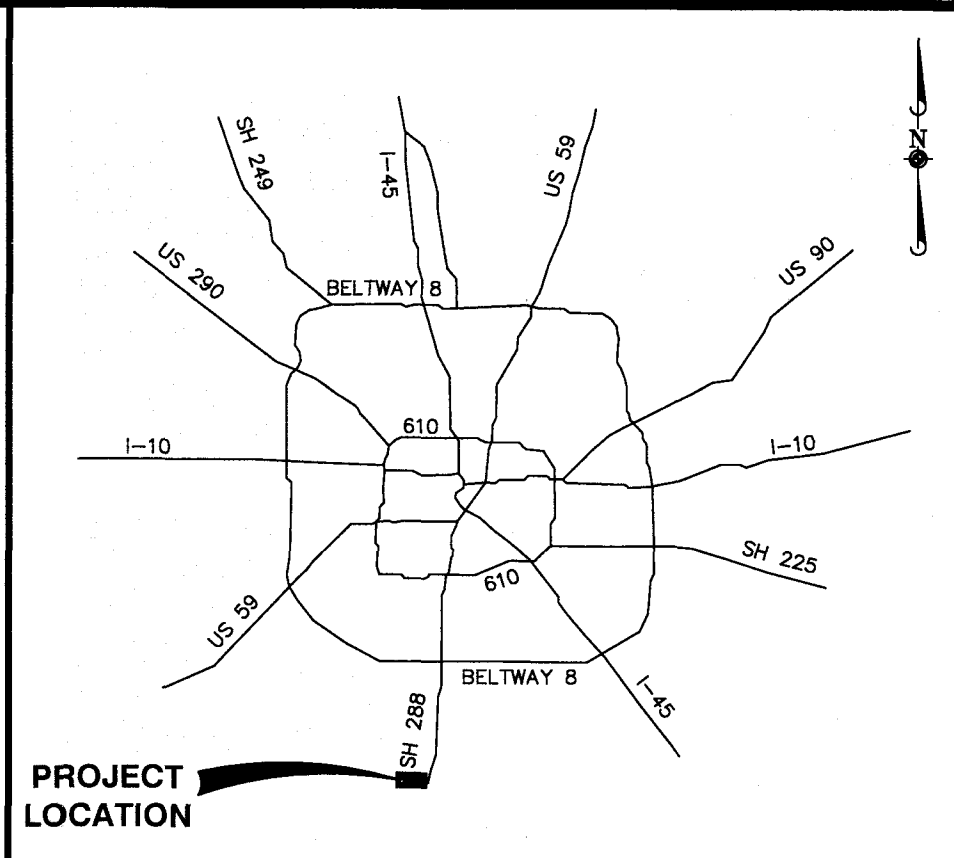
Mark Roller Date 8/3/20  
Secretary/Treasurer

Kerry L. Osburn Date 8/3/20  
Vice President

Jarrod D. Aden, P.E., C.F.M. Date 8/3/20  
District Engineer

Note: Project field startup will start within 365 calendar days from date  
here shown. Continuous and reasonable field site work is expected.

BCDD 5 I.D. # B200027



Tuesday, December 14, 2021

Mayor Michael Byrum-Bratsen  
c/o City Council  
City of Iowa Colony  
12003 Iowa Colony Blvd.  
Iowa Colony, TX 77553

Re: Sierra Vista West Section 7 Early Plat  
Brazoria County Municipal Utility District No. 53  
Letter of Recommendation to Approve Disbursement Request No. 1., Dec 2021  
Adico Project No. 21001-05

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed Disbursement Request No. 1 from Land Tejas Sierra Vista West, LLC for Sierra Vista West Section 7 Early Plat Recordation Agreement.

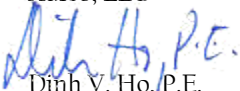
Elevation Land Solutions has provided copies of the approved pay estimates and supporting documents for our review. Below is a brief overview.

ESCROW AMOUNT:					\$	1,582,258.86
CONTINGENCY @ 10%:					\$	158,225.89
TOTAL ESCROW AND CONTINGENCY DEPOSIT					\$	1,740,484.75
	Date of Request	Request Subtotal	10% Contingency	Change Orders	Total Disbursement	Remaining Escrow
Disbursement Request No. 1	Dec-21	\$ 769,566.63	\$ 76,956.66		\$ 846,523.29	\$ 893,961.45
TOTALS		\$ 769,566.63	\$ 76,956.66	\$ -	\$ 846,523.29	\$ 893,961.45

Based on our review of the documentation provided, Adico has no objections to Disbursement Request No. 1 to Land Tejas in the amount of \$846,523.29. After Disbursement No. 1, the remaining balance of the cash deposit is \$893,961.45.

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

Sincerely,  
Adico, LLC

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

cc: Kayleen Rosser, City Secretary ([krosser@iowacolonytx.gov](mailto:krosser@iowacolonytx.gov))  
Robert Hemminger, City Manager ([rhemminger@iowacolonytx.gov](mailto:rhemminger@iowacolonytx.gov))





MELANIE OHL  
CHIEF FINANCIAL OFFICER

December 1, 2021

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

RE: Land Tejas Sierra Vista West, LLC  
Construction and Escrow Agreement-Disbursement  
Sierra Vista West Sec. 7 Draw #1-December

Dear Dinh:

Please find enclosed a worksheet for disbursement for a portion of our cash deposit and copies of the invoices to pay the following vendor(s):

Rodriguez Construction Group	\$ 91,447.19	Section 7 WSD
Rodriguez Construction Group	\$ 678,119.44	Section 7 Paving
December Contingency Refund	\$ <u>76,956.66</u>	
Total	\$ 846,523.29	

Please review the enclosed and if in agreement, recommend the City reimburse to Land Tejas Sierra Vista West, LLC the amount of \$846,523.29 of our escrowed funds. Wiring instructions are attached for your convenience.

Sincerely,

  
Melanie Ohl  
Chief Financial Officer



ESCROW SUMMARY FOR ALL PROJECTS SERVING  
SIERRA VISTA WEST SECTION 7

November 29, 2021

ORIGINAL ESCROW SUMMARY															
Construction Contract	Contractor	Contract Amount (A)	Change Orders (B)	Revised Contract Amount (A + B)	Escrowed Amount	10% Contingency	Total Escrow	Total Refund to Date	December Draw Request	December Contingency Refund	December Refund	Remaining Escrow Balance	Deduction of Change Order Not Escrowed	December Refund (Net of Required Cash Deposit For CO)	Remaining Escrow Balance
1. Section 7 WSD	Rodriguez Const. Group	1,509,200.00	\$ -	\$ 1,509,200.00	\$ 363,823.52	\$ 36,382.35	\$ 400,205.87	\$ -	\$ (91,447.19)	\$ (9,144.72)	\$ (100,591.91)	\$ 299,613.96		\$ (100,591.91)	\$ 299,613.96
1. Section 7 Paving	Rodriguez Const. Group	1,332,400.00	\$ -	\$ 1,332,400.00	\$ 1,218,435.34	\$ 121,843.53	\$ 1,340,278.87	\$ -	\$ (678,119.44)	\$ (67,811.94)	\$ (745,931.38)	\$ 594,347.49		\$ (745,931.38)	\$ 594,347.49
					\$ 1,582,258.86	\$ 158,225.89	\$ 1,740,484.75	\$ -	\$ (769,566.63)	\$ (76,956.66)	\$ (846,523.29)	\$ 893,961.45	\$ -	\$ (846,523.29)	\$ 893,961.45
								\$ 1,740,484.75							

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