

Voigt Associates, Inc.

Professional Traffic Engineers
Texas Registered Firm F-5333

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July 12, 2021

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

RE: Multiway Stop Warrant Study: Meridiana Parkway at Observation Way
Iowa Colony, Texas

Dear Mr. Ho:

This brief letter report presents the results of a multi-way stop warrant study at the intersection of Meridiana Parkway at Observation Way in Iowa Colony, Texas. Exhibit A1 (in Appendix A) shows the project location.

The scope for this study update was limited to conducting traffic data collection at the subject intersection and conducting a traffic signal warrant analysis and multi-way stop warrant analysis per Texas Manual on Uniform Traffic Control Devices (TxMUTCD) guidelines.

In summary, current traffic volumes at the subject the intersection do not meet warrants for signalization nor the volume warrants for all-way stop control. We are recommending installation of multi-way stop control based on sight distance limitations at the intersections as documented below.

Traffic Data Collection

Vehicle and pedestrian turning movement counts were conducted on Thursday, July 1, 2021, at the Meridiana Parkway at Observation Way intersection. Counts were conducted for the 13-hour period between 6:00 AM and 7:00 PM. The peak hours were found to be between 7:15-8:15 AM and 4:45-5:45 PM. These counts are presented in detail in Appendix B.

Traffic Signal and Multi-Way Stop Control Warrant Analyses

Per Section 2B.07 of the TxMUTCD (Multi-Way Stop Applications), the decision to install multi-way stop control should be based on an engineering study. The guidance to install multi-way stop control and how this intersection is assessed per those guidelines are summarized below:

- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*

Per the attached traffic signal warrant analysis of the intersection, a traffic signal is not warranted. This portion of the warrant is not satisfied.

- B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*

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Per the TxDOT Crash Records Information System (CRIS), there have been no reported crashes at the intersection in the past three years. This portion of the warrant is not satisfied.

C. Minimum volumes:

1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*

The hourly eastbound and westbound volumes on Meridiana Parkway are summarized in the table below. There are no hours during the day where the combined volumes in both directions of Meridiana Parkway exceed the 300 vehicles per hour threshold. Since the volumes on the major street do not exceed the 300 vehicle per hour threshold, part C.2 is not applicable.

Table 1. Existing Approach Volumes, Meridiana Parkway at Observation Way.

Time	Eastbound	Westbound	Total	>300 vph?
06:00	100	33	133	No
07:00	178	69	247	No
08:00	131	79	210	No
09:00	126	58	184	No
10:00	117	85	202	No
11:00	143	87	230	No
12:00	131	98	229	No
13:00	149	79	228	No
14:00	102	73	175	No
15:00	119	68	187	No
16:00	111	128	239	No
17:00	108	120	228	No
18:00	68	103	171	No

2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*

Since the volumes on the major street do not exceed the 300 vehicle per hour threshold, part C.2 is not applicable. The hourly volumes on Observation Way are summarized in the Table below – there is no hour where the 200 vehicle per hour threshold is met. This portion of the warrant is not satisfied.

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Table 2. Existing Approach Volumes, Observation Way at Meridiana Parkway.

Time	Northbound	Southbound	Total	>200 vph?
06:00	24	3	27	No
07:00	42	13	55	No
08:00	38	15	53	No
09:00	35	29	64	No
10:00	38	38	76	No
11:00	62	49	111	No
12:00	51	48	99	No
13:00	69	35	104	No
14:00	46	39	85	No
15:00	28	32	60	No
16:00	47	42	89	No
17:00	53	42	95	No
18:00	35	37	72	No

3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*

The posted speed limit on Meridiana Parkway is 40 miles per hour. Speeds may be higher than posted, but a speed study was not completed as part of the analysis. This would require that volumes on Meridiana Parkway be at least 210 per hour, of which there are seven hours that meet the threshold. However, volumes on Observation Way would have to exceed 140 vehicles per hour and no hours meet that reduced threshold. This portion of the warrant is not satisfied.

- D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

This portion of the warrant is not satisfied (no crashes noted, and volumes do not exceed reduced volume threshold).

Other criteria that may be considered in an engineering study include:

- A. *The need to control left-turn conflicts;*

There are no more than 40 peak hour left turns for any particular approach at the intersection. This portion of the warrant likely does not apply.

- B. *The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;*

The intersection was not noted during data collection to experience high numbers of pedestrian volumes.

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- C. *Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and*

The raised medians on Meridiana Parkway feature slightly raised berms, trees with low hanging limbs and landscaping. It may be difficult for some drivers on the Observation Way approaches to see oncoming traffic on Meridiana Parkway with adequate sight distance from either the side street or when stopping in the median. If adequate sight distance cannot be achieved through the flattening of berms or removal of vegetation in sight lines, all-way stop control may be installed as a countermeasure.

- D. *An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.*

Meridiana Parkway is a thoroughfare facility. This portion of the warrant does not apply.

Conclusions & Discussion

Current traffic volumes at the subject the intersection do not meet warrants for signalization nor the *volume* warrants for all-way stop control. However, based on sight distance limitations at the intersection installation of multi-way stop control is recommended. The design and installation of multi-way stop control should comply with TxMUTCD and other applicable standards.

Voigt Associates appreciates the opportunity to assist you with this project. If you have any questions about the analysis or the results of this report, please feel free to contact me at 832-264-0429.

Sincerely,



Anthony Voigt, P.E., PTOE
Principal

Attachments:

- Appendix A. Exhibits
- Appendix B. Traffic Data
- Appendix C. Traffic Signal Warrant Analysis
- Appendix D. Intersection Photographs



Appendix A. Exhibits

Copy

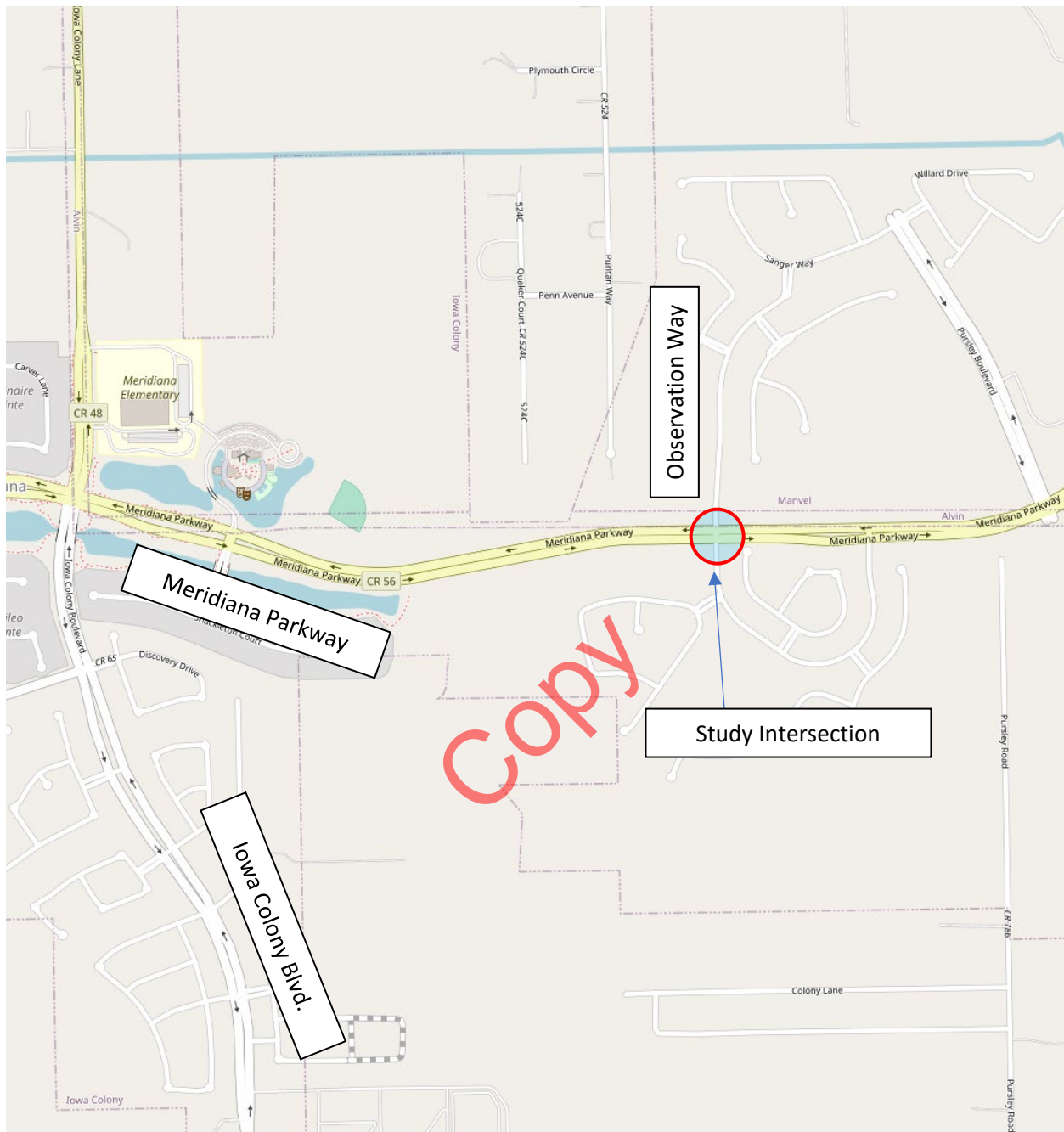


Exhibit A1. Site Location Map.

North to top of page. Not to scale.

Appendix B. Traffic Data

Copy

Vehicle/Pedestrian Turning Movement Count
Meridiana Parkway at Observation Way
Thursday, July 1, 2021

Time Begin	Eastbound				Westbound				Northbound				Southbound				15-min Vehicle Total								
	Meridiana Parkway				Meridiana Parkway				Observation Way				Observation Way												
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U									
06:00	2	10	3	0	2	2	0	0	4	0	0	0	0	0	0	0	23								
06:15	1	14	1	0	1	5	0	0	3	0	0	0	0	0	1	0	26								
06:30	3	16	6	0	1	9	0	0	4	0	0	0	0	0	1	0	40								
06:45	7	30	7	0	1	9	3	0	10	1	1	1	0	0	1	0	71								
07:00	9	13	4	0	1	13	0	0	10	1	0	0	0	0	3	0	54								
07:15	7	27	9	1	1	14	0	0	12	0	1	0	0	1	2	0	74								
07:30	7	39	6	0	0	16	2	0	6	1	2	0	1	0	4	0	84								
07:45	10	34	12	0	1	20	1	0	9	0	0	0	0	1	1	0	89								
08:00	14	13	10	0	2	34	1	0	6	0	2	0	1	3	2	0	88								
08:15	4	19	7	0	0	12	2	0	7	2	1	0	0	1	3	0	58								
08:30	5	16	5	0	0	11	0	0	8	1	1	1	0	0	2	0	50								
08:45	13	12	12	1	2	15	0	0	7	0	2	0	0	0	3	0	66								
09:00	8	11	9	0	1	12	2	0	7	0	1	0	1	0	7	0	59								
09:15	8	17	9	1	0	11	2	0	7	0	1	0	0	2	3	0	60								
09:30	7	11	8	0	0	15	1	0	5	2	2	0	0	1	8	1	60								
09:45	7	24	6	0	1	11	2	0	6	3	1	0	1	0	4	1	66								
10:00	5	15	9	0	4	11	2	0	6	2	2	0	0	3	5	0	64								
10:15	7	10	8	0	2	31	1	0	8	3	1	0	0	3	10	0	84								
10:30	4	16	8	1	1	11	2	1	7	0	0	0	1	2	8	0	60								
10:45	8	15	11	0	0	19	0	0	6	1	2	0	0	1	5	0	68								
11:00	11	13	12	1	0	17	2	0	10	5	0	0	0	1	6	0	77								
11:15	8	15	7	1	0	22	0	0	11	0	5	0	1	2	3	0	74								
11:30	10	18	8	0	0	26	1	0	6	5	2	0	4	3	9	0	92								
11:45	5	29	5	0	1	17	1	0	13	2	3	0	0	2	18	0	96								
12:00	4	18	6	1	4	30	1	0	11	0	1	0	1	2	7	0	85								
12:15	14	17	16	1	1	17	2	0	8	0	2	0	1	3	8	0	89								
12:30	6	9	11	2	4	17	3	0	10	5	2	0	1	3	9	0	80								
12:45	5	12	9	0	0	18	1	0	6	5	1	0	1	2	10	0	70								
13:00	9	17	11	2	3	14	1	0	10	1	2	0	2	1	7	0	78								
13:15	5	11	20	0	5	24	1	0	10	2	4	0	2	4	4	0	92								
13:30	9	20	11	0	1	14	1	0	16	2	5	0	2	3	2	0	86								
13:45	7	14	12	1	1	13	1	0	12	4	1	0	1	3	4	0	73								
14:00	6	14	11	0	2	13	1	0	8	4	0	0	1	5	10	1	75								
14:15	5	16	0	1	5	15	5	0	9	3	1	0	3	0	7	0	69								
14:30	4	12	5	0	1	16	0	0	12	0	2	0	1	3	4	0	60								
14:45	11	7	10	0	2	12	1	0	5	1	1	0	1	0	3	0	54								
15:00	7	19	7	0	1	16	2	0	6	0	1	0	0	1	5	0	65								
15:15	9	14	7	1	0	14	2	0	7	0	0	0	0	0	8	0	61								
15:30	4	12	9	0	2	14	2	0	5	1	1	0	1	0	8	0	59								
15:45	5	17	8	0	2	12	1	0	4	1	2	0	0	1	8	0	61								
16:00	6	16	4	2	0	15	6	1	10	3	1	0	2	1	6	0	70								
16:15	2	18	12	1	3	28	3	0	12	1	1	0	3	2	8	1	93								
16:30	4	15	7	0	1	32	2	0	8	1	1	0	1	0	11	0	83								
16:45	6	6	12	0	0	36	1	0	9	0	0	0	0	5	2	0	77								
17:00	5	16	8	0	0	24	0	0	10	0	2	0	0	1	11	0	77								
17:15	4	13	8	0	1	30	1	0	14	4	2	0	1	0	10	0	88								
17:30	4	16	10	1	3	29	1	0	7	1	1	0	1	0	14	0	87								
17:45	3	9	11	0	1	29	1	0	11	0	1	0	0	0	4	0	70								
18:00	2	6	8	0	0	21	1	0	5	0	0	0	0	1	8	0	52								
18:15	4	5	6	0	0	34	0	0	7	0	1	0	0	0	6	0	63								
18:30	4	7	4	0	1	26	0	0	9	0	1	0	0	0	14	0	66								
18:45	2	12	8	0	1	19	0	0	11	0	1	0	0	1	7	0	62								

								Peds															
EB-CW	EB-CCW	WB-CW	WB-CCW	NB-CW	NB-CCW	SB-CW	SB-CCW																
0	0	0	0	0	0	0	0																
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Vehicle/Pedestrian Turning Movement Count
Meridiana Parkway at Observation Way
Thursday, July 1, 2021

Time Begin	Eastbound				Westbound				Northbound				Southbound				15-min Vehicle Total
	Meridiana Parkway				Meridiana Parkway				Observation Way				Observation Way				
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
13-Hour Total	326	805	433	19	67	945	66	2	430	68	68	2	36	68	314	4	3628

Peds							
EB-CW	EB-CCW	WB-CW	WB-CCW	NB-CW	NB-CCW	SB-CW	SB-CCW
1	0	3	0	0	0	0	0

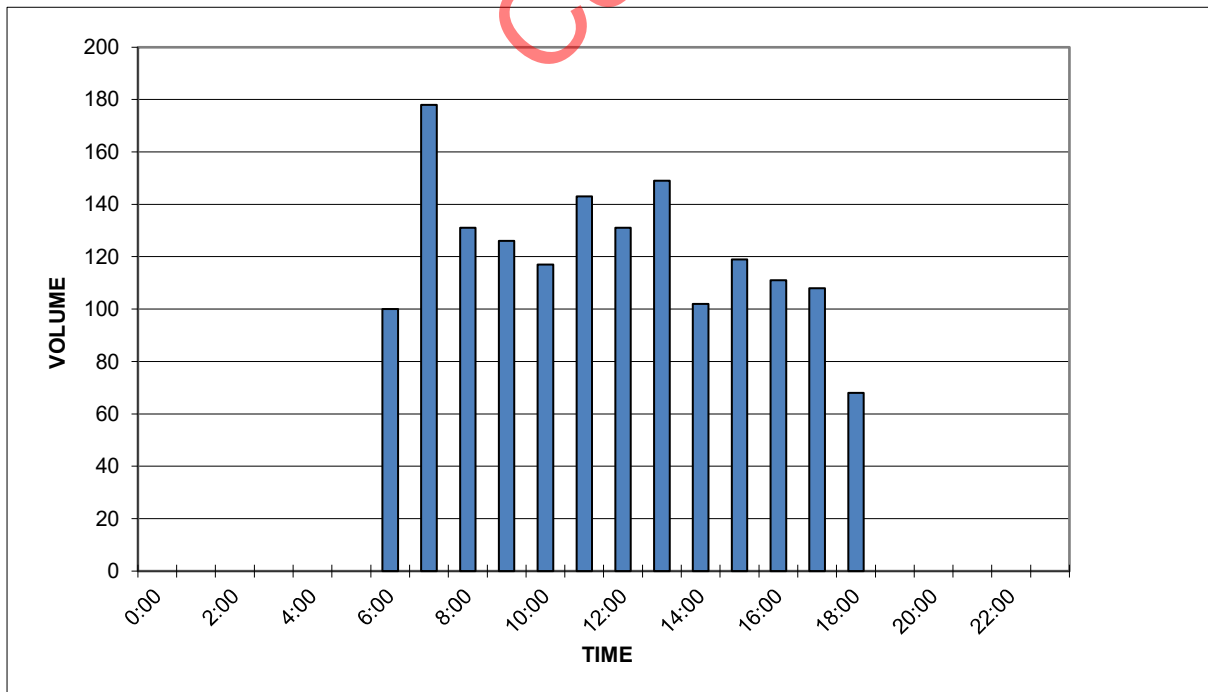
Peak Hour Total	Eastbound				Westbound				Northbound				Southbound				Hour Vehicle Total
	Meridiana Parkway				Meridiana Parkway				Observation Way				Observation Way				
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
7:15-8:15	38	113	37	1	4	84	4	0	33	1	5	0	2	5	9	0	335
16:45-17:45	19	51	38	1	4	119	3	0	40	5	5	0	2	6	37	0	329

Peds							
EB-CW	EB-CCW	WB-CW	WB-CCW	NB-CW	NB-CCW	SB-CW	SB-CCW
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0

Meridiana Parkway, Eastbound, West of Observation Way
Thursday, July 1, 2021

TIME	00:00	00:15	00:30	00:45	TOTAL
00:00	0	0	0	0	0
01:00	0	0	0	0	0
02:00	0	0	0	0	0
03:00	0	0	0	0	0
04:00	0	0	0	0	0
05:00	0	0	0	0	0
06:00	15	16	25	44	100
07:00	26	44	52	56	178
08:00	37	30	26	38	131
09:00	28	35	26	37	126
10:00	29	25	29	34	117
11:00	37	31	36	39	143
12:00	29	48	28	26	131
13:00	39	36	40	34	149
14:00	31	22	21	28	102
15:00	33	31	25	30	119
16:00	28	33	26	24	111
17:00	29	25	31	23	108
18:00	16	15	15	22	68
19:00	0	0	0	0	0
20:00	0	0	0	0	0
21:00	0	0	0	0	0
22:00	0	0	0	0	0
23:00	0	0	0	0	0

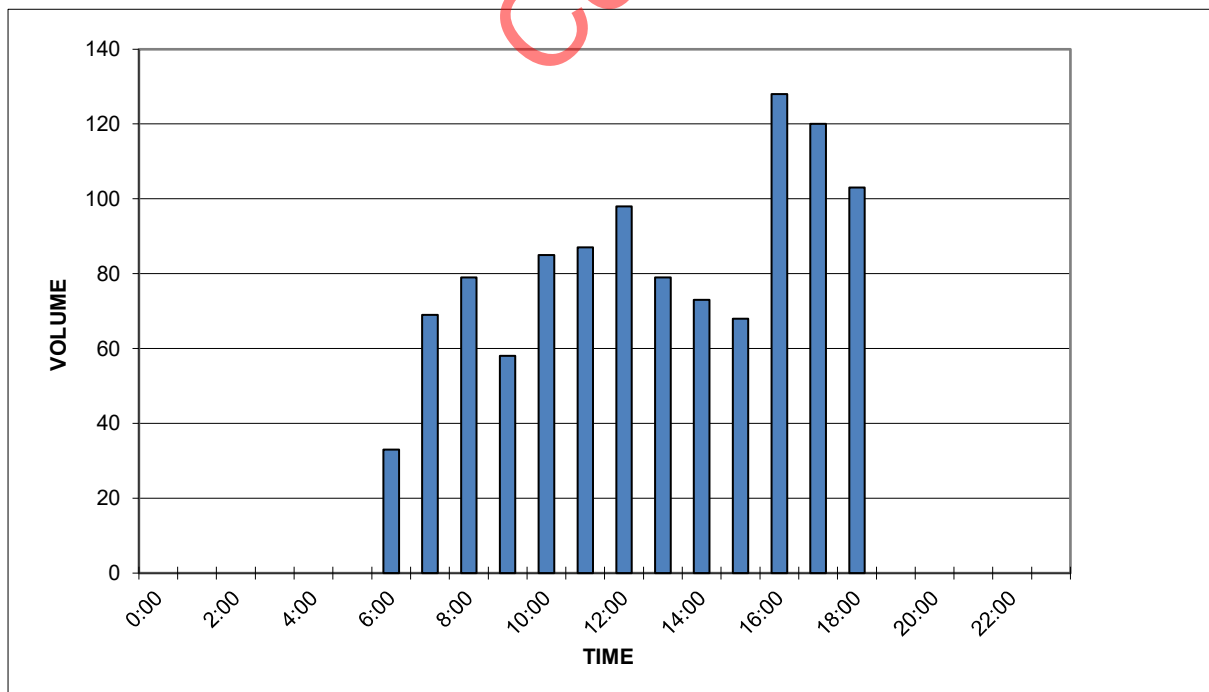
TOTAL: 1583



Meridiana Parkway, Westbound, East of Observation Way
Thursday, July 1, 2021

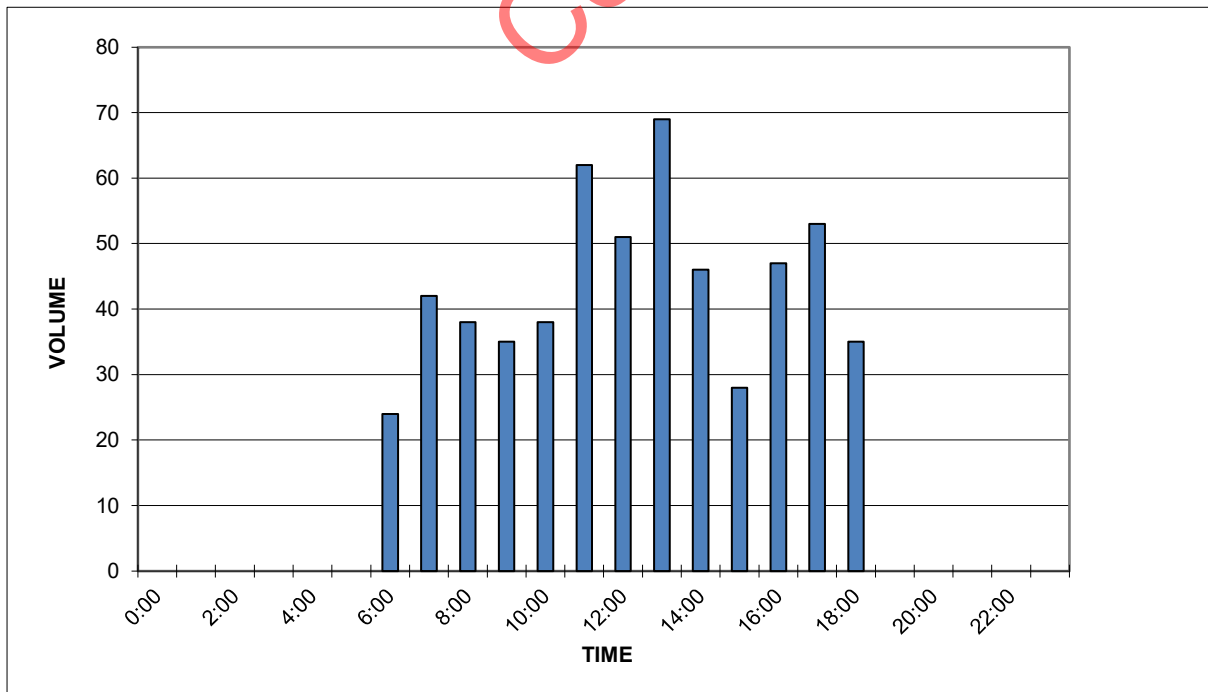
TIME	00:00	00:15	00:30	00:45	TOTAL
00:00	0	0	0	0	0
01:00	0	0	0	0	0
02:00	0	0	0	0	0
03:00	0	0	0	0	0
04:00	0	0	0	0	0
05:00	0	0	0	0	0
06:00	4	6	10	13	33
07:00	14	15	18	22	69
08:00	37	14	11	17	79
09:00	15	13	16	14	58
10:00	17	34	15	19	85
11:00	19	22	27	19	87
12:00	35	20	24	19	98
13:00	18	30	16	15	79
14:00	16	25	17	15	73
15:00	19	16	18	15	68
16:00	22	34	35	37	128
17:00	24	32	33	31	120
18:00	22	34	27	20	103
19:00	0	0	0	0	0
20:00	0	0	0	0	0
21:00	0	0	0	0	0
22:00	0	0	0	0	0
23:00	0	0	0	0	0

TOTAL: 1080



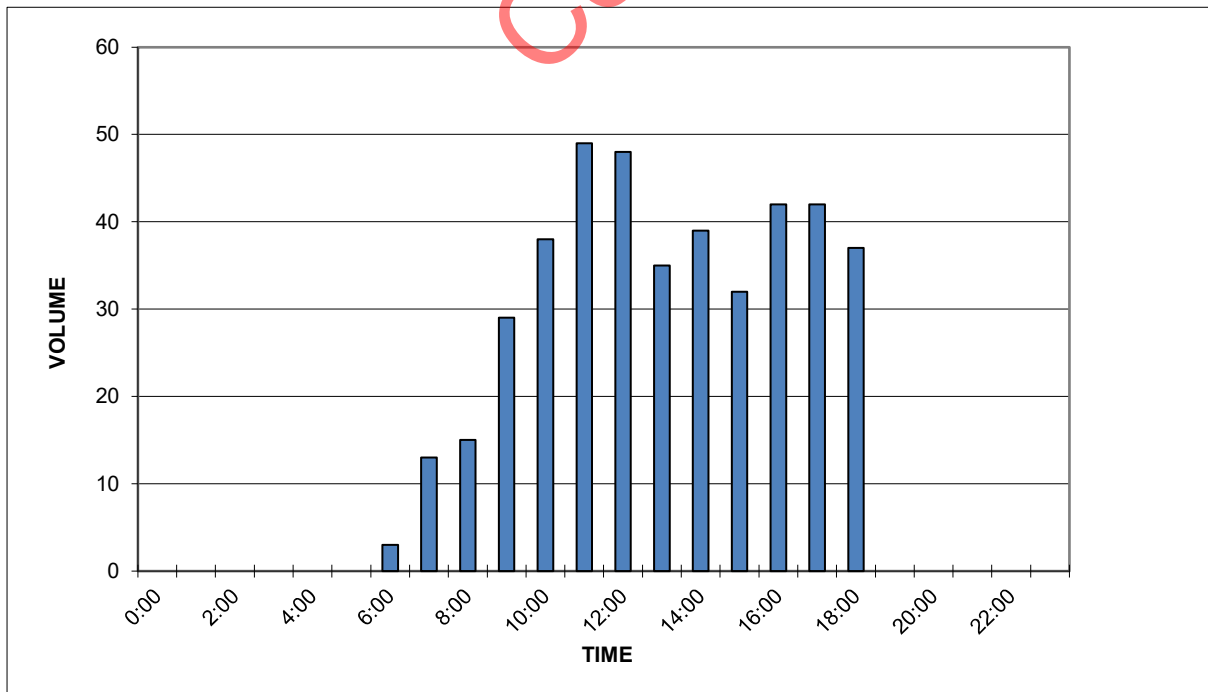
Observation Way, Northbound, South of Meridiana Parkway
Thursday, July 1, 2021

TIME	00:00	00:15	00:30	00:45	TOTAL
00:00	0	0	0	0	0
01:00	0	0	0	0	0
02:00	0	0	0	0	0
03:00	0	0	0	0	0
04:00	0	0	0	0	0
05:00	0	0	0	0	0
06:00	4	3	4	13	24
07:00	11	13	9	9	42
08:00	8	10	11	9	38
09:00	8	8	9	10	35
10:00	10	12	7	9	38
11:00	15	16	13	18	62
12:00	12	10	17	12	51
13:00	13	16	23	17	69
14:00	12	13	14	7	46
15:00	7	7	7	7	28
16:00	14	14	10	9	47
17:00	12	20	9	12	53
18:00	5	8	10	12	35
19:00	0	0	0	0	0
20:00	0	0	0	0	0
21:00	0	0	0	0	0
22:00	0	0	0	0	0
23:00	0	0	0	0	0
	TOTAL:				568



Observation Way, Southbound, North of Meridiana Parkway
Thursday, July 1, 2021

TIME	00:00	00:15	00:30	00:45	TOTAL
00:00	0	0	0	0	0
01:00	0	0	0	0	0
02:00	0	0	0	0	0
03:00	0	0	0	0	0
04:00	0	0	0	0	0
05:00	0	0	0	0	0
06:00	0	1	1	1	3
07:00	3	3	5	2	13
08:00	6	4	2	3	15
09:00	8	5	10	6	29
10:00	8	13	11	6	38
11:00	7	6	16	20	49
12:00	10	12	13	13	48
13:00	10	10	7	8	35
14:00	17	10	8	4	39
15:00	6	8	9	9	32
16:00	9	14	12	7	42
17:00	12	11	15	4	42
18:00	9	6	14	8	37
19:00	0	0	0	0	0
20:00	0	0	0	0	0
21:00	0	0	0	0	0
22:00	0	0	0	0	0
23:00	0	0	0	0	0
	TOTAL:				422



Appendix C. Traffic Signal Warrant Results

Copy

TRAFFIC SIGNAL WARRANT STUDY ANALYSIS INFORMATION

Municipality: Iowa Colony
County: Brazoria
TxDOT District: Houston

Analysis Date: 07/12/2021
Conducted By: APV
Agency/Company Name: Voigt Assoc., Inc.

Analysis Information

Data Collection Date: 07/01/2021
Day of the Week: Thursday

Is the intersection in a built-up area of an isolated community of <10,000 population? Yes

Major Street Information

Major Street Name and Route Number: Meridiana Parkway

Major Street Approach #1 Direction: E-Bound

Major Street Approach #2 Direction: W-Bound

Number of Lanes for Moving Traffic on Each Major Street Approach: 2 LANE(S)
Speed Limit or 85th Percentile Speed on the Major Street: 40 MPH

Minor Street Information

Minor Street Name and Route Number: Observation Way

Minor Street Approach #1 Direction: S-Bound

Minor Street Approach #2 Direction: N-Bound

Number of Lanes for Moving Traffic on Each Minor Street Approach: 2 LANE(S)

TRAFFIC SIGNAL WARRANT ANALYSIS FINDINGS SUMMARY

	Applicable?	Warrant Met?
Warrant 1, Eight-Hour Vehicular Volume	Yes	No
Warrant 2, Four-Hour Vehicular Volume	Yes	No
Warrant 3, Peak Hour	Yes	No
Warrant 4, Pedestrian Volume	Yes	No
Warrant 5, School Crossing	No	N/A
Warrant 6, Coordinated Signal System	No	N/A
Warrant 7, Crash Experience	No	N/A
Warrant 8, Roadway Network	Yes	No
Warrant 9, Intersection Near a Grade Crossing	No	N/A

ENTER VOLUME DATA PER 15 MINUTE INTERVAL, PER APPROACH

Time Interval		Major Street Approach #1 (E-Bound)	Major Street Approach #2 (W-Bound)	Major Street Combined	Minor Street Approach #1 (S-Bound)	Minor Street Approach #2 (N-Bound)
Begin At	End Of	Volume	Volume	Total Volume	Volume	Volume
12:00 AM	12:14 AM			0		
12:15 AM	12:29 AM			0		
12:30 AM	12:44 AM			0		
12:45 AM	12:59 AM			0		
1:00 AM	1:14 AM			0		
1:15 AM	1:29 AM			0		
1:30 AM	1:44 AM			0		
1:45 AM	1:59 AM			0		
2:00 AM	2:14 AM			0		
2:15 AM	2:29 AM			0		
2:30 AM	2:44 AM			0		
2:45 AM	2:59 AM			0		
3:00 AM	3:14 AM			0		
3:15 AM	3:29 AM			0		
3:30 AM	3:44 AM			0		
3:45 AM	3:59 AM			0		
4:00 AM	4:14 AM			0		
4:15 AM	4:29 AM			0		
4:30 AM	4:44 AM			0		
4:45 AM	4:59 AM			0		
5:00 AM	5:14 AM			0		
5:15 AM	5:29 AM			0		
5:30 AM	5:44 AM			0		
5:45 AM	5:59 AM			0		
6:00 AM	6:14 AM	15	4	19	0	4
6:15 AM	6:29 AM	16	6	22	1	3
6:30 AM	6:44 AM	25	10	35	1	4
6:45 AM	6:59 AM	44	13	57	1	13
7:00 AM	7:14 AM	26	14	40	3	11
7:15 AM	7:29 AM	44	15	59	3	13
7:30 AM	7:44 AM	52	18	70	5	9
7:45 AM	7:59 AM	56	22	78	2	9
8:00 AM	8:14 AM	37	37	74	6	8
8:15 AM	8:29 AM	30	14	44	4	10
8:30 AM	8:44 AM	26	11	37	2	11
8:45 AM	8:59 AM	38	17	55	3	9
9:00 AM	9:14 AM	28	15	43	8	8
9:15 AM	9:29 AM	35	13	48	5	8
9:30 AM	9:44 AM	26	16	42	10	9
9:45 AM	9:59 AM	37	14	51	6	10
10:00 AM	10:14 AM	29	17	46	8	10
10:15 AM	10:29 AM	25	34	59	13	12
10:30 AM	10:44 AM	29	15	44	11	7
10:45 AM	10:59 AM	34	19	53	6	9
11:00 AM	11:14 AM	37	19	56	7	15
11:15 AM	11:29 AM	31	22	53	6	16
11:30 AM	11:44 AM	36	27	63	16	13
11:45 AM	11:59 AM	39	19	58	20	18

ENTER VOLUME DATA PER 15 MINUTE INTERVAL, PER APPROACH

Time Interval		Major Street Approach #1 (E-Bound)	Major Street Approach #2 (W-Bound)	Major Street Combined	Minor Street Approach #1 (S-Bound)	Minor Street Approach #2 (N-Bound)
Begin At	End Of	Volume	Volume	Total Volume	Volume	Volume
12:00 PM	12:14 PM	29	35	64	10	12
12:15 PM	12:29 PM	48	20	68	12	10
12:30 PM	12:44 PM	28	24	52	13	17
12:45 PM	12:59 PM	26	19	45	13	12
1:00 PM	1:14 PM	39	18	57	10	13
1:15 PM	1:29 PM	36	30	66	10	16
1:30 PM	1:44 PM	40	16	56	7	23
1:45 PM	1:59 PM	34	15	49	8	17
2:00 PM	2:14 PM	31	16	47	17	12
2:15 PM	2:29 PM	22	25	47	10	13
2:30 PM	2:44 PM	21	17	38	8	14
2:45 PM	2:59 PM	28	15	43	4	7
3:00 PM	3:14 PM	33	19	52	6	7
3:15 PM	3:29 PM	31	16	47	8	7
3:30 PM	3:44 PM	25	18	43	9	7
3:45 PM	3:59 PM	30	15	45	9	7
4:00 PM	4:14 PM	28	22	50	9	14
4:15 PM	4:29 PM	33	34	67	14	14
4:30 PM	4:44 PM	26	35	61	12	10
4:45 PM	4:59 PM	24	37	61	7	9
5:00 PM	5:14 PM	29	24	53	12	12
5:15 PM	5:29 PM	25	32	57	11	20
5:30 PM	5:44 PM	31	33	64	15	9
5:45 PM	5:59 PM	23	31	54	4	12
6:00 PM	6:14 PM	16	22	38	9	5
6:15 PM	6:29 PM	15	34	49	6	8
6:30 PM	6:44 PM	15	27	42	14	10
6:45 PM	6:59 PM	22	20	42	8	12
7:00 PM	7:14 PM			0		
7:15 PM	7:29 PM			0		
7:30 PM	7:44 PM			0		
7:45 PM	7:59 PM			0		
8:00 PM	8:14 PM			0		
8:15 PM	8:29 PM			0		
8:30 PM	8:44 PM			0		
8:45 PM	8:59 PM			0		
9:00 PM	9:14 PM			0		
9:15 PM	9:29 PM			0		
9:30 PM	9:44 PM			0		
9:45 PM	9:59 PM			0		
10:00 PM	10:14 PM			0		
10:15 PM	10:29 PM			0		
10:30 PM	10:44 PM			0		
10:45 PM	10:59 PM			0		
11:00 PM	11:14 PM			0		
11:15 PM	11:29 PM			0		
11:30 PM	11:44 PM			0		
11:45 PM	11:59 PM			0		
Approach Totals:		1583	1080	2663	422	568

TxMUTCD WARRANT 1, EIGHT-HOUR VEHICULAR VOLUME, W/O A+B COMBINATION

Number of Lanes for Moving Traffic on Each Approach	
Major Street:	2 or More Lanes
Minor Street:	2 or More Lanes

Built-up Isolated Community With Less Than 10,000 Population or Above 40 MPH on Major Street?	Yes
---	-----

Combination of Conditions A and B Necessary?*: **No**

**Only applicable for Warrant 1 if after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems. See Section 4C.02 of the 2011 Texas MUTCD for application.*

Condition A - Minimum Vehicular Volume									
Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor street approach (one direction only)			
Major Street	Minor Street	100%	80%	70%	56%	100%	80%	70%	56%
1	1	500	400	350	280	150	120	105	84
2 or More	1	600	480	420	336	150	120	105	84
2 or More	2 or More	600	480	420	336	200	160	140	112
1	2 or More	500	400	350	280	200	160	140	112

Condition B - Interruption of Continuous Traffic									
Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor street approach (one direction only)			
Major Street	Minor Street	100%	80%	70%	56%	100%	80%	70%	56%
1	1	750	600	525	420	75	60	53	42
2 or More	1	900	720	630	504	75	60	53	42
2 or More	2 or More	900	720	630	504	100	80	70	56
1	2 or More	750	600	525	420	100	80	70	56

Condition A Evaluation

Number of Unique Hours Met: **0**

Condition A Satisfied? **No**

Condition B Evaluation

Number of Unique Hours Met: **0**

Condition B Satisfied? **No**

TxMUTCD WARRANT 1, EIGHT-HOUR VEHICULAR VOLUME, W/COMBINATION A+B

Number of Lanes for Moving Traffic on Each Approach	
Major Street:	2 or More Lanes
Minor Street:	2 or More Lanes

Built-up Isolated Community With Less Than 10,000 Population or Above 40 MPH on Major Street?	Yes
---	-----

Combination of Conditions A and B Necessary?*: Yes

**Only applicable for Warrant 1 if after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems. See Section 4C.02 of the 2011 Texas MUTCD for application.*

Condition A - Minimum Vehicular Volume									
Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor street approach (one direction only)			
Major Street	Minor Street	100%	80%	70%	56%	100%	80%	70%	56%
1	1	500	400	350	280	150	120	105	84
2 or More	1	600	480	420	336	150	120	105	84
2 or More	2 or More	600	480	420	336	200	160	140	112
1	2 or More	500	400	350	280	200	160	140	112

Condition B - Interruption of Continuous Traffic									
Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor street approach (one direction only)			
Major Street	Minor Street	100%	80%	70%	56%	100%	80%	70%	56%
1	1	750	600	525	420	75	60	53	42
2 or More	1	900	720	630	504	75	60	53	42
2 or More	2 or More	900	720	630	504	100	80	70	56
1	2 or More	750	600	525	420	100	80	70	56

Combination of Condition A and Condition B Evaluation

Number of Unique Hours Met for Condition A: 0

Number of Unique Hours Met for Condition B: 0

Combination of Condition A and Condition B Satisfied? No

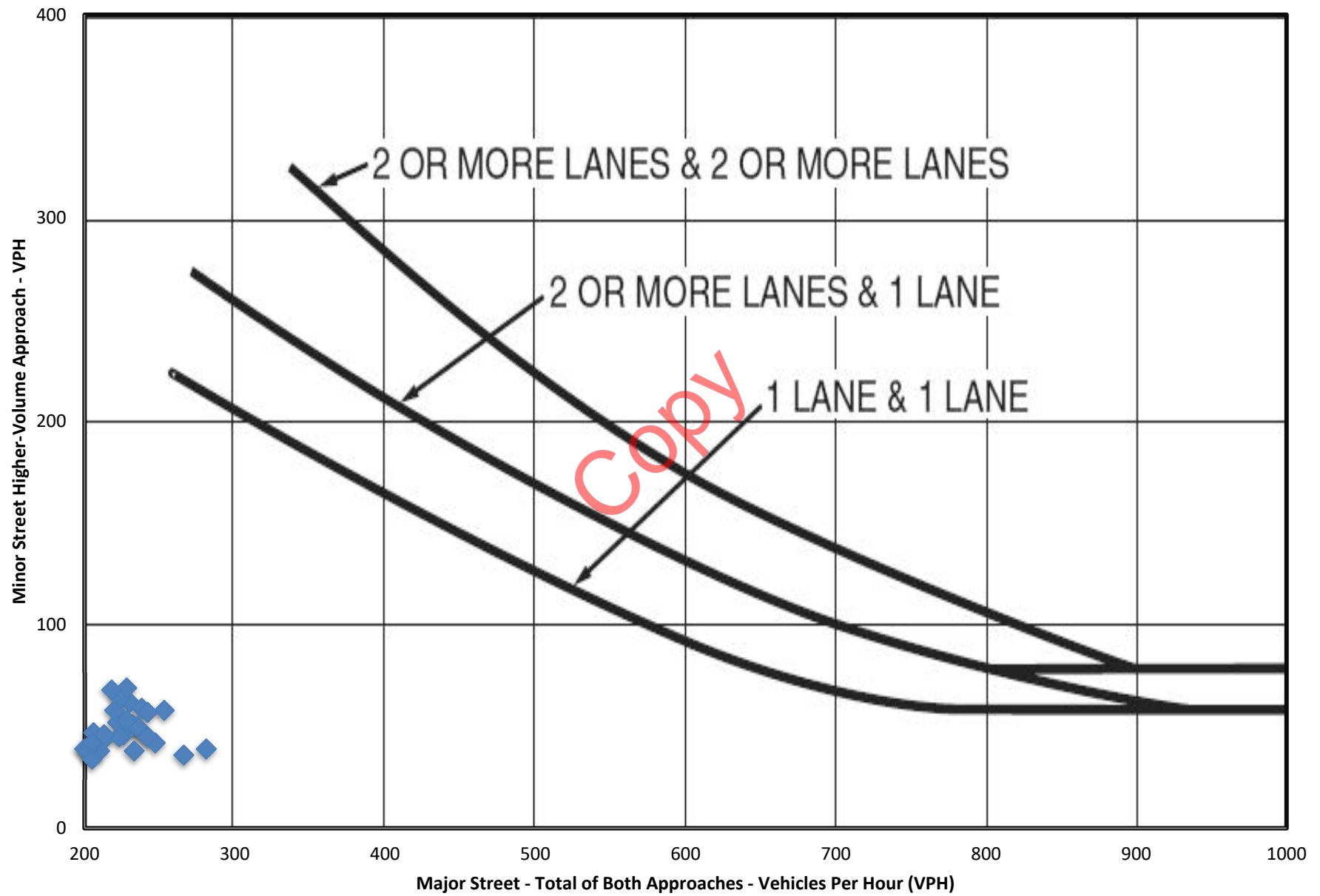
TxMUTCD WARRANT 2, FOUR-HOUR VEHICULAR VOLUME

Number of Lanes for Moving Traffic on Each Approach		Total Number of Unique Hours Met On Figure 4C-2
Major Street:	2 or More Lanes	0
Minor Street:	2 or More Lanes	

Built-up Isolated Community With Less Than 10,000 Population or Above 40 MPH on Major Street?	Yes
---	-----

Hourly Vehicular Volume			
Hour Interval	Major Street Combined	Highest Minor Street Approach	Hour Met?
Beginning At	Vehicles Per Hour (VPH)	Vehicles Per Hour (VPH)	
12:00 AM	0	0	
12:15 AM	0	0	
12:30 AM	0	0	
12:45 AM	0	0	
1:00 AM	0	0	
1:15 AM	0	0	
1:30 AM	0	0	
1:45 AM	0	0	
2:00 AM	0	0	
2:15 AM	0	0	
2:30 AM	0	0	
2:45 AM	0	0	
3:00 AM	0	0	
3:15 AM	0	0	
3:30 AM	0	0	
3:45 AM	0	0	
4:00 AM	0	0	
4:15 AM	0	0	
4:30 AM	0	0	
4:45 AM	0	0	
5:00 AM	0	0	
5:15 AM	19	4	
5:30 AM	41	7	
5:45 AM	76	11	
6:00 AM	133	24	
6:15 AM	154	31	
6:30 AM	191	41	
6:45 AM	226	46	
7:00 AM	247	42	
7:15 AM	281	39	
7:30 AM	266	36	
7:45 AM	233	38	
8:00 AM	210	38	
8:15 AM	179	38	
8:30 AM	183	36	
8:45 AM	188	34	
9:00 AM	184	35	
9:15 AM	187	37	
9:30 AM	198	41	
9:45 AM	200	39	
10:00 AM	202	38	
10:15 AM	212	43	
10:30 AM	206	47	
10:45 AM	225	53	
11:00 AM	230	62	
11:15 AM	238	59	
11:30 AM	253	58	
11:45 AM	242	57	

Hourly Vehicular Volume			
Hour Interval	Major Street Combined	Highest Minor Street Approach	Hour Met?
Beginning At	Vehicles Per Hour (VPH)	Vehicles Per Hour (VPH)	
12:00 PM	229	51	
12:15 PM	222	52	
12:30 PM	220	58	
12:45 PM	224	64	
1:00 PM	228	69	
1:15 PM	218	68	
1:30 PM	199	65	
1:45 PM	181	56	
2:00 PM	175	46	
2:15 PM	180	41	
2:30 PM	180	35	
2:45 PM	185	28	
3:00 PM	187	32	
3:15 PM	185	35	
3:30 PM	205	42	
3:45 PM	223	45	
4:00 PM	239	47	
4:15 PM	242	45	
4:30 PM	232	51	
4:45 PM	235	50	
5:00 PM	228	53	
5:15 PM	213	46	
5:30 PM	205	34	
5:45 PM	183	35	
6:00 PM	171	37	
6:15 PM	133	30	
6:30 PM	84	22	
6:45 PM	42	12	
7:00 PM	0	0	
7:15 PM	0	0	
7:30 PM	0	0	
7:45 PM	0	0	
8:00 PM	0	0	
8:15 PM	0	0	
8:30 PM	0	0	
8:45 PM	0	0	
9:00 PM	0	0	
9:15 PM	0	0	
9:30 PM	0	0	
9:45 PM	0	0	
10:00 PM	0	0	
10:15 PM	0	0	
10:30 PM	0	0	
10:45 PM	0	0	
11:00 PM	0	0	

MUTCD Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

TxMUTCD WARRANT 3, PEAK HOUR

Number of Lanes for Moving Traffic on Each Approach	
Major Street:	2 or More Lanes
Minor Street:	2 or More Lanes

Built-up Isolated Community With Less Than 10,000 Population or Above 40 MPH on Major Street?	Yes
---	-----

Is this signal warrant being applied for an unusual case, such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time?

No

Indicate whether all three of the following conditions for the same 1 hour (any four consecutive 15-minute periods) of an average day are present*

Does the total stopped time delay experienced by the traffic on one minor-street approach (one direction only) controlled by a STOP sign equal or exceed 4 vehicle-hours for a one-lane approach or 5 vehicle-hours for a two-lane approach?	No
Does the volume on the same minor-street approach (one direction only) equal or exceed 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes?	No
Does the total entering volume serviced during the hour equal or exceed 650 vehicles per hour for intersection with three approaches or 800 vehicles per hour for intersections with four or more approaches?	N/A

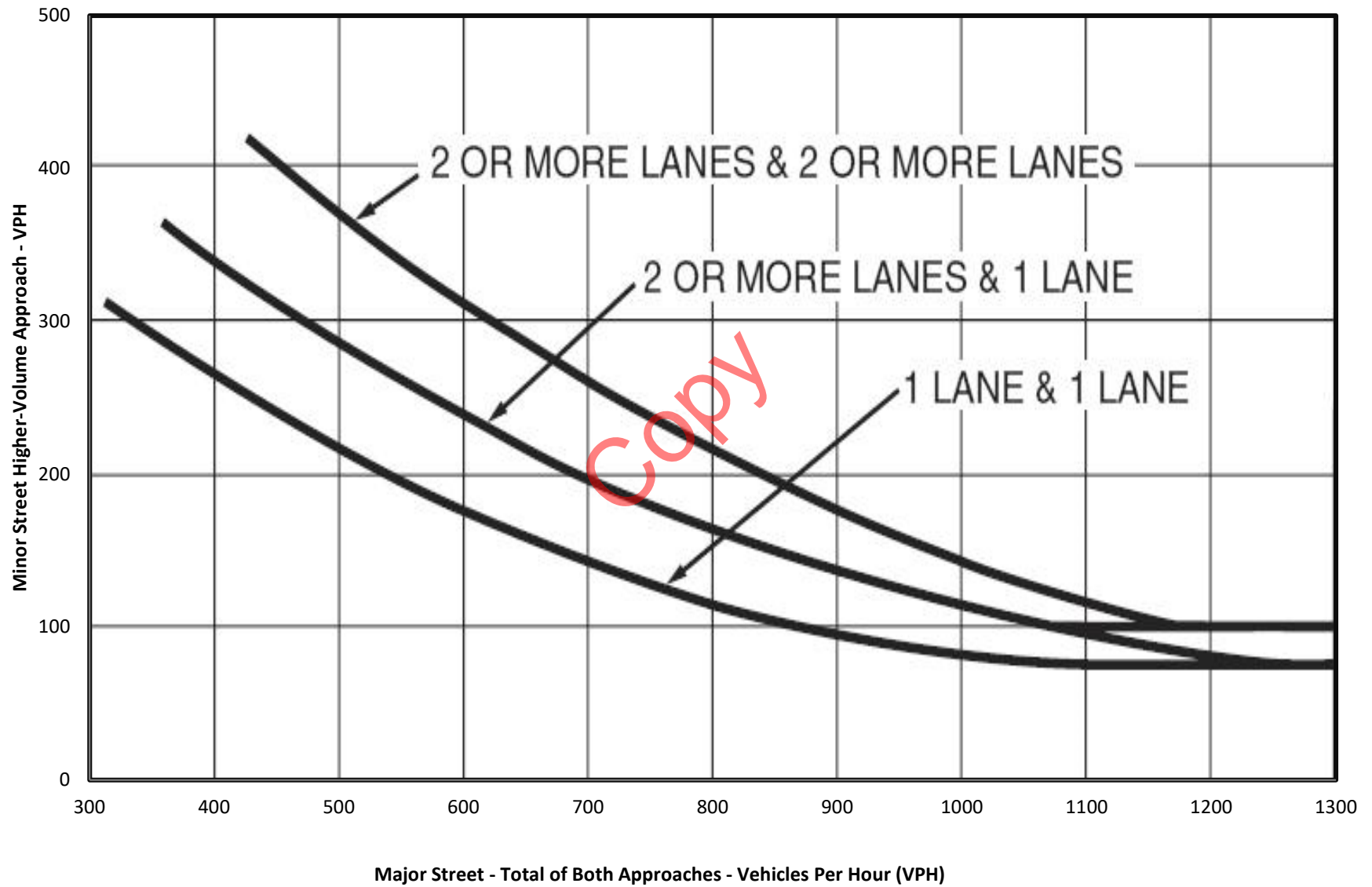
**If applicable, attach all supporting calculations and documentation.*

Total Number of Unique Hours Met
On Figure 4C-4

0

Hourly Vehicular Volume			
Hour Interval	Major Street Combined	Highest Minor Street Approach	Hour Met?
Beginning At	Vehicles Per Hour (VPH)	Vehicles Per Hour (VPH)	
12:00 AM	0	0	
12:15 AM	0	0	
12:30 AM	0	0	
12:45 AM	0	0	
1:00 AM	0	0	
1:15 AM	0	0	
1:30 AM	0	0	
1:45 AM	0	0	
2:00 AM	0	0	
2:15 AM	0	0	
2:30 AM	0	0	
2:45 AM	0	0	
3:00 AM	0	0	
3:15 AM	0	0	
3:30 AM	0	0	
3:45 AM	0	0	
4:00 AM	0	0	
4:15 AM	0	0	
4:30 AM	0	0	
4:45 AM	0	0	
5:00 AM	0	0	
5:15 AM	19	4	
5:30 AM	41	7	
5:45 AM	76	11	
6:00 AM	133	24	
6:15 AM	154	31	
6:30 AM	191	41	
6:45 AM	226	46	
7:00 AM	247	42	
7:15 AM	281	39	
7:30 AM	266	36	
7:45 AM	233	38	
8:00 AM	210	38	
8:15 AM	179	38	

Hourly Vehicular Volume			
Hour Interval	Major Street Combined	Highest Minor Street Approach	Hour Met?
Beginning At	Vehicles Per Hour (VPH)	Vehicles Per Hour (VPH)	
8:30 AM	183	36	
8:45 AM	188	34	
9:00 AM	184	35	
9:15 AM	187	37	
9:30 AM	198	41	
9:45 AM	200	39	
10:00 AM	202	38	
10:15 AM	212	43	
10:30 AM	206	47	
10:45 AM	225	53	
11:00 AM	230	62	
11:15 AM	238	59	
11:30 AM	253	58	
11:45 AM	242	57	
12:00 PM	229	51	
12:15 PM	222	52	
12:30 PM	220	58	
12:45 PM	224	64	
1:00 PM	228	69	
1:15 PM	218	68	
1:30 PM	199	65	
1:45 PM	181	56	
2:00 PM	175	46	
2:15 PM	180	41	
2:30 PM	180	35	
2:45 PM	185	28	
3:00 PM	187	32	
3:15 PM	185	35	
3:30 PM	205	42	
3:45 PM	223	45	
4:00 PM	239	47	
4:15 PM	242	45	
4:30 PM	232	51	
4:45 PM	235	50	
5:00 PM	228	53	
5:15 PM	213	46	
5:30 PM	205	34	
5:45 PM	183	35	
6:00 PM	171	37	
6:15 PM	133	30	
6:30 PM	84	22	
6:45 PM	42	12	
7:00 PM	0	0	
7:15 PM	0	0	
7:30 PM	0	0	
7:45 PM	0	0	
8:00 PM	0	0	
8:15 PM	0	0	
8:30 PM	0	0	
8:45 PM	0	0	
9:00 PM	0	0	
9:15 PM	0	0	
9:30 PM	0	0	
9:45 PM	0	0	
10:00 PM	0	0	
10:15 PM	0	0	
10:30 PM	0	0	
10:45 PM	0	0	
11:00 PM	0	0	

MUTCD Figure 4C-4. Warrant 3, Peak Hour (70% Factor)

TxMUTCD WARRANT 5, SCHOOL CROSSING

Do schoolchildren (elementary through high school students) cross the major street? No

Has consideration been given to implement other remedial measures, such as warning signs and flashers, school speed zones, school crossing guards, or a grade-separated crossing? No

Is the distance to the nearest traffic control signal along the major street less than 300 feet? No

If the distance to the nearest traffic control signal along the major street is less than 300 feet, will the proposed traffic control signal restrict the progressive movement of traffic? No

Minimum of 20 schoolchildren during the highest crossing hour? No

Has a traffic engineering study been conducted to determine the adequacy and frequency of gaps in the vehicular traffic stream as related to the number and size of groups of schoolchildren at an established school crossing across the major street? No

Pedestrian Gap Acceptance Engineering and Traffic Study Evaluation*

Data Collection Date:
Day of the Week: Tuesday

Sufficient median for major street Crossing 1? Yes
Sufficient median for major street Crossing 2? Yes

Study Period	Study Duration (mins)	Crossing 1 (Stage 1)		Crossing 1 (Stage 2)		Crossing 2 (Stage 1)		Crossing 2 (Stage 2)	
		Total Adequate Gaps	Met?	Total Adequate Gaps	Met?	Total Adequate Gaps	Met?	Total Adequate Gaps	Met?
1 Morning			N/A		N/A		N/A		N/A
2 Afternoon			N/A		N/A		N/A		N/A
3			N/A		N/A		N/A		N/A
4			N/A		N/A		N/A		N/A
5			N/A		N/A		N/A		N/A
Summary:		Not Met		Not Met		Not Met		Not Met	

**Refer to ITE's Manual of Transportation Engineering Studies for specific details related to conducting a pedestrian gap acceptance engineering and traffic study. Attach all supplementary documentation and calculations.*

TxMUTCD WARRANT 6, COORDINATED SIGNAL SYSTEM*

On a one-way street or a street that has traffic predominantly in one direction, the adjacent traffic control signals are so far apart that they do not provide the necessary degree of vehicular platooning. N/A

On a two-way street, adjacent traffic control signals do not provide the necessary degree of platooning and the proposed and adjacent traffic control signals will collectively provide a progressive operation. N/A

**Warrant 6 should not be applied where the resultant spacing of traffic control signals would be less than 1,000 feet.*

TxMUTCD WARRANT 7, CRASH EXPERIENCE

Built-up Isolated Community With Less Than 10,000 Population or Above 40 MPH on Major Street?	Yes
---	-----

Number of Lanes for Moving Traffic on Each Approach	
Major Street:	2 or More Lanes
Minor Street:	2 or More Lanes

Has adequate trial of alternatives with satisfactory observance and enforcement failed to reduce the crash frequency? No

Five or more reportable and/or non-reportable crashes, of types susceptible to correction by a traffic control signal, have occurred within a 12-month period during the most recent 3 years of available crash data.* No
**If applicable, attach a summary of the crash data analysis used for this criterion.*

For each of any 8 hours of an average day, the vehicles per hour given in both the 80% columns of Condition A in Table 4C-1 exists on the major-street and the higher-volume minor-street approach, respectively, to the intersection. No

For each of any 8 hours of an average day, the vehicles per hour given in both the 80% columns of Condition B in Table 4C-1 exists on the major-street and the higher-volume minor-street approach, respectively, to the intersection. No

The volume of pedestrian traffic is not less than 80% of the requirements specified in Warrant 4, the Pedestrian Volume warrant.* N/A
**If applicable, attach all supporting calculations and documentation.*

TxMUTCD WARRANT 8, ROADWAY NETWORK*

Is the major street classified as an Urban Extension, Principal Arterial, or Minor Arterial that is a reasonable connection between two Principal Arterials and/or Urban Extensions as shown on the official Functional Classification Map? Yes

Does the intersection have a total existing, or immediately projected, entering volume of at least 1,000 vehicles per hour during the peak hour of a typical weekday and has 5-year projected traffic volumes, based on an engineering study, that meet one or more of Warrants 1,2, and 3 during an average weekday? No

Does the intersection have a total existing or immediately projected entering volume of at least 1,000 vehicles per hour for each of any 5 hours of a non-normal business day (Saturday or Sunday)? No

Is the major street part of the street or highway system that serves as the principal roadway network for through traffic flow? No

Does the major street include rural or suburban highways outside, entering, or traversing a city? No

Does the major street appear as a major route on an official plan, such as a major street plan in an urban area traffic and transportation study? No

**Refer to Section 4.3 of PennDOT Publication 46 (Traffic Engineering Manual) for additional Department documentation requirements to justify the installation of a signal under Warrant 8. Attach all supplementary documentation and calculations, especially those relating to traffic volume projections and subsequent Warrant analyses.*

Appendix D. Intersection Photographs.

Copy



Photograph 1. Meridiana Parkway, Looking East, West of Observation Way.
Photograph Date: June 18, 2021



Photograph 2. Meridiana Parkway, Looking West, East of Observation Way.
Photograph Date: June 18, 2021



Photograph 3. Observation Way, Looking North, South of Meridiana Parkway.
Photograph Date: June 18, 2021



Photograph 4. Observation Way, Looking South, North of Meridiana Parkway.
Photograph Date: June 18, 2021

Rules of Procedure
Social Media Policy
Website Use Policy
Code of Conduct

For

Adopted by the Iowa Colony City Council
TBD



**CITY OF
IOWA
COLONY**

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To be updated

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I. POWERS, JURISDICTION, FUNCTIONS AND LIMITATIONS

Except as otherwise provided under the City Charter, all legislation and other powers of the City are vested in the Council. The Council has the power to enact ordinances, resolutions, and other measures to carry out municipal functions involving the City's departments, divisions, offices, boards, commissions, officers, and employees (Section 3.07, City Charter).

Councilmembers have power and may exercise that power only when Council is in session. Councilmembers and the Council itself are not bound by any statement or action taken by individual members, City officials, or employees unless in accord with Council action. Individual Councilmembers shall not direct any City official or employee to perform services or take action related to City operations (Section 4.02b City Charter). Only as a body does Council have power to direct City operations and that direction is executed through the City Manager.

Some specific Council functions include:

- (a) Remove from any office or position of employment in the city government, any officer or employee or member of any board or commission, unless that person reports to the city manager.
- (b) Establish, consolidate or abolish administrative departments.
- (c) Adopt the budget of the city.
- (d) Authorize the issuance of bonds by a bond ordinance.
- (e) Inquire into the conduct of any office, department or agency of the city and make investigations as to municipal affairs.
- (f) Provide for any boards and commissions and appoint the members thereof. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this Charter, by city ordinance, or by law.
- (g) Adopt and modify the zoning plan and the building code of the city.
- (h) Adopt and modify the official map of the city.
- (i) Adopt, modify and carry out plans for urban renewal and economic development.
- (j) Adopt, modify and carry out plans proposed by the planning commission for the replanning, improvement and redevelopment of any area or district which may have been destroyed in whole or in part by disaster.
- (k) Regulate, license and fix the charges or fares made by any person, firm or corporation owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets and alleys of the city.
- (l) Provide for the establishment and designation of fire limits and prescribe the kind and character of buildings or structures or improvements to be erected therein, and provide for the erection of fireproof buildings within said limits, and provide for the condemnation of dangerous structures or buildings or

dilapidated buildings, or buildings calculated to increase the fire hazard and prescribe the manner of their removal or destruction within said limits.

- (m) Set the salaries and compensation of the city officers and employees, within the budget, and except to the extent that the Council delegates that authority to the City Manager.
- (n) May provide for sanitary garbage disposal and other public utilities, and set fees and charges therefor, and provide penalties for failure to pay such fees and charges.
- (o) Exercise exclusive dominion, control and jurisdiction in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the city and provide for the improvement of same as provided in Texas Transportation Code Chapter 313, or any applicable law, as now or hereafter amended.
- (p) Compromise and settle any and all claims and lawsuits of every kind and character in favor of or against the City of Iowa Colony.

(Section 3.07, City Charter)

The city council shall determine its own rules of procedure and may compel the attendance of its members. A majority of the qualified members of the city council shall constitute a quorum to do business and the affirmative vote of a majority of those qualified shall be necessary to adopt any ordinance or resolution. Minutes of the proceedings of all meetings of the city council shall be kept, to which any citizen may have access at all reasonable times, and which shall constitute one (1) of the archives of the city. The vote upon the passage of all ordinances and resolutions shall be taken by the "ayes" and "nays" and entered upon the minutes, and every ordinance or resolution, upon its final passage, shall be kept in the permanent records of the city, and shall be authenticated by the signature of the presiding officer and the person performing the duties of the city secretary.

(Section 3.10, City Charter).

II. MEETINGS

- A. **Regular City Council Meetings:** Regular Council City Meetings will be held on the third Monday of each month unless the day falls on a City holiday. If such a conflict occurs, the meeting schedule may be adjusted to a date as soon as practical after the holiday. Meetings will begin at 7:00 P.M. (unless previously adjusted by Council action) and will be held in the Council Chambers at the City Hall Building (unless previously adjusted per Section 3.09, City Charter).
- B. **Special City Council Meetings:** Special meetings shall be called upon request of the Mayor, City Manager, or any two members of the Council with at least twenty-four (24) hours' notice to the Mayor and each Councilmember. Councilmembers and the Mayor may waive receipt of notice of a special meeting either prior or subsequent to the meeting. The member or members calling the meeting will, through the City Secretary, notify the media and other individuals that have requested notification of the time, place and purpose of any special meeting. (Section 3.09, City Charter)
- C. **Council Work Sessions:** Council Work Sessions are working committee meetings of Council and are not utilized for legislative action or other formal Council actions appropriate to Regular or Special City Council Meetings. Council Work Sessions generally will be held in the Council Chambers at the City Hall Building. Council Work Sessions may be called for any purpose at dates and times by the Mayor, City Manager or any two (2) Councilmembers upon at least twenty-four (24) hours' notice to the Mayor and each Councilmember. Councilmembers and the Mayor may waive receipt of notice of a special meeting either prior or subsequent to the meeting. The member or members calling the meeting will, through the City Secretary, notify the media and other individuals that have requested notification of the time, place and purpose of any special meeting.

D. **Between Regularly Scheduled City Council Meetings:** Councilmembers are to be informed of incidents involving the City that, in the judgment of the City Manager or City Attorney may require immediate consideration by the Council. A Council meeting may be the means required for conveying information regarding these incidents. In addition, Councilmembers are to be informed at the onset of incidents which may eventually require budgetary or policy decisions by Council.

E. **Public Notification of Meetings:** The City Secretary will make public notice of all Regular or Special City Council Meetings, Council Work Sessions, and other meetings of Council in accordance with state open meeting requirements of such meetings or sessions. This public notice will include the date, time, place, and purpose for the meeting or session. This public notice will be done in the following manner:

1. Posting of the public notice at the City Hall building.
2. Posting of the public notice on the City of Iowa Colony official website.
3. Posting of the public notice on the City of Iowa Colony official social media accounts (if any). Posting on social media will have no legal impairment or effect on the public notice statutes.
4. Distribution of the public notice by email via the Internet through an electronic distribution list maintained by the City Secretary that includes media outlets and individual members of the public who have requested notification in advance (see below).

The public may also obtain notice of the date, time, place, and purpose of all Regular or Special City Council Meetings, Council Work Sessions, and other meetings of Council by contacting the Office of the City Secretary.

Any person may obtain advance notification of all Council and boards and committee meetings by signing up on the City's website.

F. **Executive Session Meetings:** **Edit for grammar.** Meetings in Executive Session shall be closed, private, and confidential; and shall be held in accordance with 551, Subchapter D Texas Government Code. These meetings are to be noted on the agenda of regular or special meetings, when practicable. Any individual Councilmember

may motion that Council recess to Executive Session when circumstances are such that satisfactory answers or useful discussion may be provided only in Executive Session. A motion, to include the general purpose of the Executive Session as specified in Texas Revised Code 121.22 and passed by a majority or unanimous vote (depending on the purpose of the Executive Session), is required for Council to recess to Executive Session if it not otherwise specified on the agenda.

All other Council meetings must also comply with the requirements of Texas Revised Code Section 121.22 as described above.

Minutes of the Executive Session discussions shall not be kept. Neither shall any participant record the proceedings of the any Executive Session by any electrical or mechanical device.

The minutes of the Regular City Council Meetings or Special City Council Meetings, as well as Council Work Sessions and other Council meetings, should reflect the general subject matter of discussion held in Executive Session authorized under Division G of the Section 121.22 of the Texas Revised Code. In addition, the aforementioned minutes should reflect the vote on the motion to go into Executive Session and the commencement and termination times of the Executive Session meeting.

Discussion in Executive Session is confidential. No participant shall compromise the confidentiality of an Executive Session.

- G. **Pre-Meeting Information:** Three (3) business days prior to scheduled City Council Meetings, Council Work Sessions, or other Council meetings, Councilmembers are to be furnished a meeting packet with information germane to the meeting agenda items. This meeting packet will include background information on the agenda items and/or copies of proposed ordinances and resolutions, historical information, and any additional relevant information on the agenda items. The agenda will normally be finalized on the Thursday immediately preceding each meeting; however, proposed agenda items must be submitted to and approved by the City Manager on the Monday immediately preceding each meeting by 5:00 P.M. The City Attorney will also be provided all of this information to allow for proper legal review.
- H. **Recesses and Adjournments:** City Council Meetings, Council Work Sessions, or other Council meetings may be adjourned or recessed to another time, date in accordance with the Open Meetings Act. Short recesses (5-15 minutes) may be designated by the Presiding Officer during regular or special meetings without a vote of Council. Other recesses require a simple majority vote of Council.

With no objection from the Council, the Presiding Officer may adjourn the meeting without a vote.

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I. **Presiding Officer:** The Mayor presides over Regular City Council Meetings, Special City Council Meetings, Council Work Sessions, or other Council meetings; however, in the absence of the Mayor, the Mayor Pro Tem presides (Section 3.05b , City Charter). In the absence of the Mayor and the Mayor Pro Tem or at the discretion of the Mayor or Mayor Pro Tem, the Council may elect a Councilmember to serve as Presiding Officer for that meeting provided a Council quorum is present. The Mayor is a member of Council and has voting rights on all issues in Regular City Council Meetings or Special City Council Meetings. The Mayor Pro Tem serves as a Councilmember with all voting and other rights accorded that position (Section 3.05, City Charter).

J. **Quorum and Majority Votes:**

1. **Quorum:** A majority of qualified members of the City Council shall constitute a quorum for the purpose of transaction of business. No action of the City Council, except as specifically provided in this Charter, shall be valid or binding unless adopted by the affirmative vote of a majority of the City Council present and qualified to act. (Section 3.09, City Charter).
2. **Majorities:** Majorities are based on the total number of Councilmembers, including the Mayor who may vote, holding office (not simply those present). Therefore, majorities are calculated, in normal situations, using the number seven (7) as denominator. Thus, four (4) constitutes a simple majority, five (5) a two-thirds (2/3) majority, and six (6) a three-fourths (3/4) majority.

K. **Attendance, Absences, and Removals:** Councilmembers are required and expected to attend all Regular City Council Meetings and Special City Council Meetings. Absences from Council meetings may be excused for reasonable

cause. All absences from meetings will be communicated through the City Secretary's Office. For the official record purposes, a motion of Council to excuse a member's absence must be passed by a simple majority vote.

If any member of the City Council is absent from three (3) consecutive regular meetings, without explanation acceptable to a majority of the remaining members of the City Council, his or her office shall be deemed and declared vacant by resolution at the next regular meeting of the City Council. The City Council shall convene a public hearing before exercising its authority under this provision and permit the Council member to be heard regarding absences. (Section 3.06 City Charter).

A Councilmember or the Mayor may be expelled from a Council meeting for disorderly conduct or violation of the Rules of Council by a vote of a two-thirds (2/3) majority of Councilmembers. Expulsions are considered unexcused absences.

L. Agendas:

1. Preparation: The City Manager shall prepare or designate an appropriate department head or City employee to prepare items for inclusion in the official agenda of all City Council meetings and meetings of all boards and commissions. The City Manager may also solicit input from Councilmembers and the Mayor for the agendas for future Council meetings. Any two (2) Councilmembers may also compel an item to be placed on the agenda for Council Work Sessions as described under Section II, C. of this document.
2. Review: Council may be previously apprised and informed of all proposed legislation/motions and/or other matters of significance on the agendas through Council Work Sessions, other Council meetings, or written communications from the City Manager or the City Secretary (except for emergency situations) or as otherwise determined by Council.
3. Format:
 - A. Regular City Council Meetings of Council will follow this format unless changed by any five (5) Councilmembers:
 1. Call the Meeting to Order
 2. Pledge of Allegiance (US and Texas flags)
 3. Invocation (as appropriate)
 4. Special Presentations/Announcements *

5. Citizens Comments
6. Council Comments and Reports
7. Staff Reports
- 8.

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9. Regular Agenda
10. Consent Agenda for ordinance second readings (as appropriate)
11. Consent Agenda for other items.
12. Executive Session
13. Post Executive Session agenda items
14. Adjournment

* Usually reserved to accommodate departments, non-profit or citizen groups whose purpose is to make a short, formal presentation or receive a proclamation.

** Citizens wishing to reserve time to speak must complete a Citizens Comments Request.

B. Council Work Sessions will normally follow this format:

1. Call the Meeting to Order
2. Citizens Comments **
3. Work Session Topics of Discussion
4. Executive Session (as appropriate)
5. Adjournment

M. **Public Participation at Meetings:** The Presiding Officer (Mayor or Mayor Pro Tem) of Regular or Special City Council Meetings, Council Work Sessions, or other Council meetings will recognize persons requesting to be heard. If the topic to be discussed is not on the agenda, it may not be discussed under Citizens Comments (in accordance with Open Meetings statutes). Members of the public desiring to speak at Regular City Council Meetings and Special City Council Meetings must request time using the Citizens Comments Request form. Members of the public desiring to speak at Council Work Sessions or other Council meetings must request time using the Citizens Comments Request form. Citizens granted time to speak may do so following recognition by the Presiding Officer. Individuals wishing to speak are asked to abide by the following procedures:

1. Wait to speak until recognized by the Presiding Officer.
2. Approach the podium and state your name and address.
3. Address remarks to the Presiding Officer.
4. Limit comments to subject under discussion (if speaking on an agenda item).

5. Limit comments to three (3) minutes.
6. Avoid complaints and/or remarks directed against individual employees or Councilmembers. (These types of complaints and/or remarks will be ruled out of order by the Presiding Officer and should be handled instead through the proper procedures for filing complaints).

Public statements on agenda items by other than properly registered or properly recognized citizens will generally not be allowed during the discussion and/or decision of such agenda items. Public statements will be accepted during public hearings, citizens' comments agenda time, and at other times as allowed by the Presiding Officer.

- N. **Minutes:** The minutes shall record actions taken at the meeting and shall not be a verbatim transcript of what is said at the meeting. Council may, by a simple majority vote, direct that more detailed minutes be kept for all or part of a meeting.
- O. **Councilmember Decorum:** During all official meetings of the Council, whether Committee Meetings, Council Work Sessions, Regular City Council Meetings, or Special City Council Meetings, the members of Council in attendance will represent the City in a professional manner by directing their comments to the business of the Council and the policy implications of such business. Members are encouraged to dress at the meetings in a manner that respects the office, the institution, and the people present. Disparaging comments about a specific member of Council's personhood, political affiliations, or matters of a personal nature will be ruled out of order by the Presiding Officer. For repeated offenses, the Presiding Officer shall put the question of whether the offender shall be removed from the meeting which shall be determined by a vote of three-fourths (3/4) of Councilmembers then present (excluding the offender) without debate.

In no way is this section designed to eliminate the natural and appropriate disagreement or communication of such disagreements between Councilmembers on particular views, positions, directions, or political and/or philosophical positions of individual Councilmembers. Additionally, this section is not designed to limit any First Amendment rights of individual Councilmembers in their private or political capacities outside of official City meetings.

III. LEGISLATION

- A. **The Legislative Process:** Actions of the Council are by ordinance, resolution, or motion. A motion is used to make or approve appointments of personnel, to conduct the business of Council in procedural matters, to conduct elections required by Council, and for other similar matters provided by the Charter. All motions of Council require seconds. Voting records by individual Councilmembers on each item voted on are to be kept by the City Secretary.

Article 3 of the City Charter prescribes procedures that must be adhered to in regard to legislation. The City Attorney assures that any proposed legislation fulfills all legal requirements.

- B. The City Council shall legislate by ordinance only, and the enacting clause of every ordinance shall be "Be it ordained by the City Council of the City of Iowa Colony, Texas..." Each proposed ordinance shall be introduced in the written or printed form required for adoption. Each ordinance shall contain a title or caption that identifies the subject(s) addressed in the ordinance. General appropriation ordinances may contain various subjects and accounts for which monies are to be appropriated. After adoption, an ordinance shall not be amended or repealed except by the adoption of another ordinance amending or repealing the original ordinance. Copies of any proposed ordinance, in the form required for adoption, shall be furnished timely to the City Council. Copies of the proposed ordinance, in the form required for adoption, shall be available at the City offices and shall be furnished to the public upon request to the City Secretary from and after the date on which such proposed ordinance is posted as an agenda item for a City Council meeting and, if amended, shall be available and furnished in amended form for as long as the proposed ordinance is before the City Council.
- C. Unless otherwise required by law, every ordinance shall become effective upon adoption or at any later time(s) specified in the ordinance, except that every ordinance imposing any penalty, fine or forfeiture shall become effective only after the caption has been published once after adoption, in a newspaper designated as the official newspaper of the City.

Emergency Legislation: The conditions for emergency ordinances shall comply with the provisions of Section 3.10.d.3 of the City Charter.

- D. **Copies of Ordinances and Resolutions:** The City Secretary shall provide copies of ordinances and resolutions adopted by Council to persons requesting such copies. Copies of proposed ordinances and resolutions shall also be provided to persons requesting such copies. The City Secretary shall charge the established rate in the Iowa Colony Public Records Policy for such copies. Per the Charter, copies shall be provided on the website.

IV. MOTIONS

Unless there is a conflict with these Rules of Council or the City Charter, Roberts Rules of Order will be used as general guidance during Council meetings. The following specific procedures shall be followed during Council meetings:

Motion to Reconsider: Motions to reconsider an approved item must be made before adjournment of that session of Council for those items of legislation that are effective immediately; motions to reconsider other legislation must be made prior to the close of the next following regular meeting of Council. A motion to reconsider may be made only by a Councilmember who voted with the prevailing side. A motion to reconsider, being laid on the table, may be taken up and acted upon at any time when the Council is engaged in the transaction of other business. No motion to reconsider may be made more than once on any matter and the same number of votes is required to reconsider the action of Council as was required to pass or adopt the matter (**requires majority vote**).

V. **COUNCIL WORK SESSIONS/COMMITTEES**

- A. **Council Work Sessions:** Council Work Sessions are working committee meetings of Council and are not typically utilized for legislative action or other formal Council actions appropriate to Regular or Special City Council Meetings. The Council Work Sessions shall consist of the Mayor and all of the Councilmembers. Council Work Sessions shall be supported by the the City Attorney, and City Staff as directed by the City Manager.
- All Council Work Sessions shall comply with the requirements of Texas Revised Code Section 121.22 under Texas's Open Meetings Act.. It shall be the responsibility of the Office of the City Secretary to ensure and/or prepare written minutes of all such meetings and to maintain a copy of all meeting notices, information, and minutes in the Office of the City Secretary's records.
- B. **Special Committees:** The Mayor may appoint temporary special committees, unless objected to by Council, as may be appropriate to gather information, conduct surveys, make findings and recommendations on proposed legislation, or perform other specified tasks. The work of the special committees shall be confined to specific assignments and these committees shall have only the authority granted by Council. These special committees shall be temporary and terminate upon presentation of their final reports to the Council. All special committees appointed by the Mayor shall be advisory only. The Mayor

shall be a non-voting ex-officio member of all special committees. A Special Committee Chair will be elected by the members of the special committee to act as the Presiding Officer of meetings of the special committee. The Special Committee Chair shall advise the Mayor of all committee meetings at the same time that members are notified of such meetings.

All special committee/subcommittee meetings shall comply with the requirements of Texas Revised Code Section 121.22 under the Texas's Open Meetings Act. It shall be the responsibility of each such Chair to advise the Office of the City Secretary of all scheduled meetings so that public notice can be given. It shall also be the responsibility of the Office of the City Secretary to ensure and/or prepare written minutes of all such meetings and to maintain a copy all meeting notices, information, and minutes in the Office of the City Secretary's records.

- VI. Council Appointments to Outside Committees:** For those Councilmembers selected to serve as individual representatives of City Council on outside committees or organizations, ongoing reports shall be provided to City Council in a timely manner. Representation of City Council on outside committees or organizations should be made by a motion of Council and approval by a simple majority vote of Council.

VII. COMPENSATION AND EXPENSES

Councilmembers shall be reimbursed their actual expenses incurred in the performance of authorized travel on official business of the City for approved training seminars, conferences, etc. Policies for reimbursement of employee expenses will also be utilized by elected officials. The mode of travel and types of expenses covered (meals, tips, lodgings, fees, materials, etc.) for Council must first be approved by the Mayor before such expenses are reimbursable. The Mayor's mode of travel and types of expenses covered (meals, tips, lodgings, fees, materials, etc.) must first be approved by the Mayor Pro Tem before such expenses are reimbursable. Those who use a personal vehicle during authorized travel will be reimbursed at the same rate as that authorized for City employees. Travel vouchers requesting reimbursement for approved travel expenses shall be submitted to the Office of the City Secretary after approval by the Mayor (or Mayor Pro Tem for the Mayor's travel expenses) for processing by the Finance Department.

VIII. IN-SERVICE TRAINING

The Mayor and Councilmembers may avail themselves of educational opportunities by attendance at professional meetings, conferences, educational institutions, and purchases of information that enhance a Councilmember's ability to perform Council duties. The Finance Department will process payment for any advance registration expenses and councilmembers shall be reimbursed for any other expenses.

IX. CITY ATTORNEY AND OTHER LEGAL COUNSEL

No legal services shall be performed by the City Attorney except as authorized by the City Charter and City Council, or as requested by the City Manager, , and Senior City Staff. City Council, through the Council Work Sessions or any other Council meetings as determined by City Council, shall be responsible for administration and management of the City Attorney. All administrative matters involving the City Attorney shall be brought before the appropriate Council meeting including the Council Work Session Conflicts of interest shall be resolved between City Attorney and City Council through the appropriate Council meeting including the Council Work Sessions.

The City Attorney shall attend all Council meetings, including Executive Sessions, unless unable to do so because of a conflict in court scheduling or other business related to the conduct of official business, unless excused by the City Manager. The City Attorney shall attend meetings of other City bodies when, in the City Attorney's judgment, the subject matter at those meetings is such that a presence is required or appropriate. The chairs of City boards, committees, and commissions generally should request, through the City Manager or applicable senior staff, the attendance of the City Attorney at any meetings, if necessary. Communication will also be forwarded to City Council by the City Manager regarding the attendance of the City Attorney regarding such meetings.

Preliminary drafts of legislation should be submitted to the City Attorney for review as part of the legislative process established in these Rules of Procedure. In addition, the City Attorney will draft legislation at the specific direction of the City Manager, the City Secretary, or from Council meetings and shall review all legislation for legal form and propriety.

The City Attorney will provide Council, the City Manager, and the City Secretary with copies of each significant legal document issued; however, entire briefs, etc. too bulky for reproduction will not be reproduced in their entirety except upon request or will be provided in electronic format.

The Council may employ additional legal counsel to provide supplemental legal services and to represent the City. These services are to be paid for from the City's

legal budget or other accounts developed for that purpose.

X. COUNCIL/ADMINISTRATION COMMUNICATIONS

Official communications between Council or its individual members and City officers and employees are to be conducted through the City Manager.

Requests to the City Manager for routine information, which involve minimal extra work by City Staff, can be handled without approval of Council as a whole (for example; a copy of existing information, brief project status reports, opinions, etc.).

The City Manager may determine that a request for information is not routine or will require more than minimal effort, in which case the requesting Councilmember will be informed and has the option of taking the matter before the entire Council for consideration. Similarly, routine complaints or requests received by the City Manager from elected officials will be handled promptly without Council approval.

On matters pending before Council, any new information that is developed by the City Staff will be shared by the City Manager with all Councilmembers prior to the discussion of the matter. Additionally, all Councilmembers inquiries to the City Attorney for non-routine requests (greater than three hour of work) shall be approved by a majority of Council before the work begins and will be detailed on the City Attorney's billing statements.

If a request for new information on matters not presently before Council is received that would suggest the issue would be a policy matter for the entire Council to consider, the City Manager shall inform all members of Council and seek approval for the City Staff work necessary to respond to the request (with majority approval of Council necessary). Requests for information or reports which will interrupt the established day-to-day utilization of City Staff time must be approved and authorized by Council. If the request is approved, all information compiled will be shared with all Councilmembers.

In order to assure that the City Manager's time is directed to implementing a common agenda reflecting the wishes of Council, a goal setting session shall be held not less than every two (2) years. The City Manager shall report progress on the goals not less than three (3) times per year.

XI. INVESTIGATIONS

Council may make investigations in coordination with the City Manager into the affairs of the City and the conduct of any City office, department, division, board, commission, or committee. Such investigations must be authorized by a majority of the Councilmembers. Councilmembers who request such investigations shall bring the request and the reasons for the request to Council. Such investigations shall be carried out within parameters established by the City Charter, federal and state law, and in consultation with the City Attorney. (Section 3.12, City Charter)

XII. BOARDS AND COMMISSIONS

Council is empowered to create City boards and commissions, in addition to those established by the City Charter. Council also appoints members to City boards and commissions. A simple majority vote of Councilmembers currently holding office at the time of appointment is required to appoint.

All Boards, Committees and Commissions shall adhere to these Rules of Procedure, where applicable.

XIII. CONFLICTS OF INTEREST AND ETHICS

Councilmembers are subject to all Texas and local statutes and federal and state law regarding conflicts of interest, criminal misbehavior, ethics, and financial disclosure by municipal officials (Chapter 171, Local Government Code, V.T.C.A.). Members of Council shall abstain from voting on and the formal discussion of any motion or issue wherein the member might have a conflict of interest. Members having conflicts are expected to notify other members of the conflict as soon as such conflict becomes evident. Statutory conflicts of interest must be filed as an affidavit with the City Secretary.

XIV. COMPLAINTS

Complaints against employees are to be made to the City Manager and handled in accordance with the City Employee Handbook. Complaints against Councilmembers, the City Manager, the City Attorney, the Municipal Court Judge, or members of City boards or commissions appointed by Council are to be made to the Mayor. Complaints against the Mayor are to be made to the Mayor Pro Tem. Complaints are required to be in writing.

Upon receipt of a complaint against the City Manager, the City Attorney, the Municipal Court Judge, or members of City boards or commissions appointed by Council, the Mayor or Mayor Pro Tem shall distribute a copy of the complaint to

all members of the City Council. All actions taken to investigate and resolve the complaint shall be documented as a matter of record. The Mayor or Mayor Pro Tem will complete a written response as soon as possible advising the initiator and the City Council of the disposition of the complaint. In those cases where resolution requires longer than ten (10) business days, an interim written response and target date for completion will be provided to the initiator of the complaint and the City Council.

Oral complaints against individual employees by the public or Councilmembers at City Council Meetings are out of order. The Presiding Officer shall rule the complaint out of order and explain the proper procedure for filing complaints.

The above are not to be construed to deny the rights of the public to criticize, state dissatisfaction, or complain about Council or City services, but to protect individuals from public censure without the chance to answer specific complaints.

XV. EVALUATION OF CITY OFFICIALS

It shall be the responsibility of Council to provide a written evaluation of the performance of the City Manager and the City Attorney. There shall be a formal Executive Session discussion of these evaluations by Council prior to the finalization of these evaluations. The Mayor or the Mayor Pro Tem shall consolidate and present final evaluations to all City Officials. The City Manager and City Attorney have the right to have their evaluation in public outside of an Executive Session. The request for a public evaluation must be provided in writing to the Mayor, City Secretary and City Attorney.

XVI. SUSPENSION OR WAIVER OF THE RULES OF PROCEDURE

Council may suspend or waive the adopted Rules of Procedure, in full or in part, for a specified time by a motion. The motion to suspend or waive the Rules of Procedure must be properly seconded and approved by a simple majority vote of Councilmembers currently holding office.

XVII. SOCIAL MEDIA GUIDELINES AND STANDARDS FOR COUNCIL

These Guidelines and Standards apply to City Councilmembers ("Elected Officials") that may maintain and use web pages, websites, blogs, and social networking sites (collectively "Internet Platform") as a site for discussion of city issues as opposed to a site for personal use.

Elected Official's Internet Platforms are not controlled by the City of Iowa Colony. The City does not require or promote such sites, nor provides web space or access (links) for such sites through any official City channels. Communications on Elected Official's Internet Platforms are not created,

received, maintained or used by the City. Nor are they meant to document the organization, functions, policies, decisions, procedures, operations, or other activities of the City or its Council as a whole.

Social Media Guidelines

1. The site should NOT appear to be an official City internet platform.
2. The site should have a disclaimer predominantly featured on the site, such as:

This is a private page under the sole control of _____. The comments expressed by me are my own and do not reflect the opinions and/or position of the City of Iowa Colony or its officers and employees. This page is not sanctioned or monitored by the City. This Page cannot be used for service of any legal notice, administrative notice or any other legal process directed to the City. As this site is not monitored by the City, do not use this site to request City records.

3. Elected Officials should NOT promote their private Internet Platforms at official City meetings or in official City correspondence.
4. If the Internet Platform is interactive (allows third parties to post) the site should expressly provide that it is not intended to be a public forum and that posts that are vulgar, off topic, hate speech etc. will be deleted according to a posted policy advising of such. A sample provision is:

I reserve the right to remove or edit any posts that are unlawful, threatening, libelous, defamatory, obscene, pornographic, invasive of privacy, infringing of intellectual property rights, or otherwise violate any law. This includes comments or content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, genetics, status with regard to public assistance, national origin, physical or intellectual disability, or sexual orientation. Spam, links to other sites, information that is clearly off topic, and/or apparent spamming or trolling will be removed.

Social Media Standards

1. Elected Officials should not disclose information that is considered privileged or confidential. By way of example, such information may include but is not limited to certain city employee personnel information, non-public information from criminal investigations and business trade secrets.
2. Elected Officials should be honest and accurate when posting information or news, and should quickly correct any mistakes, misstatements and/or factual

errors in content upon discovery.

3. Elected Officials should never represent themselves as a spokesperson for the City Council, board, committee, or commission.
4. Elected Officials should consider the potential impact of social media statements prior to posting.
5. Elected Officials should not post information about matters involving pending or threatened litigation, items that are or may be appealed to them in their official capacity or to City boards or commissions.
6. Elected Officials should not use internet platforms to communicate with city employees about City-related matters.
7. Elected Officials should not “tag” a matter to a City employee’s personal internet platform site.
8. Elected Officials should be mindful of the risks of electronic communication in relation to the Texas Public Records Laws and the Open Meeting Law; communication between elected officials should be avoided on internet platforms.
9. Elected Officials should not reference any document(s) as a basis for making an official decision unless that document is available through the City as a public record.
10. Removing a user’s comment or post because the person is criticizing some government action is not advisable.
11. When an Elected Official desires to have a matter posted to an Official City Internet Platform, the Elected Official shall provide the item or link to the City Secretary, and upon approval, will then be forwarded to the designated person in charge of the City Internet Platform .

XVIII Website Use Policy

City Related Information and Events.

The City of Iowa Colony maintains a website. Its use is primarily for city related information. The information provided is to provide specific information to readers. Examples of the type information to be provided includes but is not limited to the following:

1. Official city documents such as the City Charter, ordinances, resolutions, proclamations.
2. Planning documents such as the Comprehensive Plan, Water and Wastewater Master Plan.

3. Maps such as the City Map, Zoning and Land Use Maps, Thoroughfare Maps, city limits and ETJ.
4. Calendars of city sponsored or related events such as meeting announcements fulfilling the Open Meetings posting requirements, agendas.
5. Emergency Management information including major weather, health issues, emergency declarations.
6. Job announcements.
7. City Departmental information for all city departments.

Noncity sponsored events or promotions.

It is recognized there are limited methods of dispersing information of a general community nature. It is also recognized there are numerous community events that are not necessarily sponsored by the City of Iowa Colony, but that have a community significance or impact. Therefore, the city may allow non-city sponsored events to be advertised on the "Events" section of the website following the approved procedures outlined.

1. Qualified events shall be city-wide and designed for everyone in the community to participate. Examples of such events include those designed to commemorate national holidays, state holidays, other significant events, programs, or projects.
2. Qualified events shall be for non-profit purposes.
3. Excluded events shall include but not be limited to
 - a. Garage sales.
 - b. HOA sponsored events solely for attendance by residents in a single or specific subdivision.
 - c. Realty promotions.
4. Before an event can be placed on the website, an application, provided on the website, must be completed. Application shall include the name of the person or group sponsoring the event, the name, place, date and time of the event, and a description of the purpose of the event. It must be signed by a person, or persons responsible for the event with their contact information.
5. Approval of placement of the event advertisement onto the website must be granted by the City Manager.

Events Calendar

The City will maintain complete editorial control over all material present on the online calendar, and reserves the right to change, add, or remove content without notice. Information posted on the online calendar is limited to those events occurring within the city or its ETJ only unless the event can be reasonably construed as significantly benefiting residents. Any posted event must meet the following criteria:

- The primary function of organizations and person(s) sponsoring an event must not be inconsistent with the mission and vision of the City of Iowa Colony.
- ~~The event must be an economical development, cultural, educational, sporting, or other community event.~~
- The event must be available to the general public, unless otherwise restricted by federal or state law or local ordinance.

The online events calendar will provide the following disclaimer:

- In order to provide visitors with certain information, this website provides information to events hosted by organizations not affiliated with the City of Iowa Colony. Posting the event does not constitute an endorsement of the content, viewpoint, accuracy, opinions, policies, products, services, or accessibility of that event or the hosting organization or person(s). Attendance to that event, or any other function or publication (electronic or print) produced or distributed by the hosting organization or person(s) is entirely at your own risk.

Outside Websites

Outside websites are defined as any website that is not maintained by the City of Iowa Colony or that the City of Iowa Colony lacks control over any part, including but not limited to content or security of the website. The following outside websites are permissible for the City of Iowa Colony to link to:

- Governmental, educational, and other non-profit organizations.
- Organizations with some relationship to the City of Iowa Colony (including but not limited to: organizations contracting with the City of Iowa Colony, organizations sponsoring City activities or programs, and organizations participating in City of Iowa Colony activities or programs).
- Regionally recognized organizations with a focus on tourism.

The following outside websites are not permissible for the City of Iowa Colony to link to:

- Any websites that are deemed by the City Manager to be in conflict with the City of Iowa Colony policies
- Candidates for local, state, or federal offices
- ~~Political or Organizations whose principal purpose is to advocate for or against a candidate, legislative, or regulatory measure~~
- ~~, or other organizations advocating a position on a local, state, or federal issue~~
- Corporate or other for-profit organizations unless they fit any of the criteria stated above
- Individual or personal home pages
- Websites with pornographic, obscene, or indecent content
- Any illegal act, unless depicted in a public service announcement for the health, safety or welfare of the community.
- Any messages that are deemed inconsistent with or contrary to the vision or mission of the City of Iowa Colony or its policies and procedures, including sexual or other prohibited harassment or discrimination policies and workplace violence.

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Outside websites that do not meet the following quality requirements will not be linked to or will be removed from the City of Iowa Colony website if already present:

- The website is not managed in a professional manner
- Not operational or generally available
- Not maintained or regularly updated
- Provides inaccurate information
- Contains illegal or inappropriate content.

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XVIII Code of Conduct

Policy Statement

The citizens and businesses of Iowa Colony are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence in integrity. In keeping with the City of Iowa Colony's commitment to treasuring our past while forging our future, the effective functioning of democratic government therefore requires that:

Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
Public officials be independent, impartial and fair in their judgment and actions;
Public office be used for the public good, not for personal gain; and

Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Iowa Colony City Council has adopted a Code of Conduct for members of the City Council and of the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation.

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Iowa Colony and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Iowa Colony City Council, boards and commissions of Texas and the City of Iowa Colony in the performance of their public duties. These laws include but are not limited to: the United States and Texas constitutions; the Iowa Colony City Charter; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, open processes of government, and City ordinances and policies.
2. **Conduct of Members.** The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public. Members should dedicate themselves to the highest ideals of honor and integrity in all public and personal relationships.
3. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council and boards and commissions governing the

deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff, even when the member has voted in the minority.

4. **Conduct of Public Meetings.** Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.
5. **Conduct Business in Open.** Members shall conduct business in open and publicized meetings in order to be transparent to the citizens of Iowa Colony Iowa Colony. It is recognized that certain exceptions are made by the State for closed sessions and any action as a result of that type of meeting will be addressed in the open session as noted on the agenda. Communications made during a public meeting or closed session are subject to the Texas Public Information Act. Members will not use "electronic communication devices" to communicate either internally or externally during meetings.
6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. Members will not withhold information that is pertinent to the decision-making process.
7. **Communication.** Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision-making process. Members will not withhold information that is pertinent to the decision-making process.
8. **Comply with the Law.** Members shall comply with the laws of the nation, the State of Texas and the Iowa Colony City Charter.
9. **Use of Electronic Devices.** Members will not use electronic devices other than what is necessary for conducting business during a meeting. Members will not text, email, make phone calls, use social media, and play games during the course of a meeting. Members shall not communicate or participate in a discussion with a quorum of the city council relative to city business via electronic mail, text or other social media tool. Use of personal emails, cell phones or computers may subject members to Public Information Act disclosure requirements.
10. **Smoking or Use of Tobacco Products.** Members will not smoke or use tobacco products, electronic cigarettes and/or smokeless tobacco during the course of a meeting.
11. **Use of Alcohol.** Members shall not be impaired due to the use of alcohol prior to or while conducting city business within our outside of a formal meeting.
12. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts, and they shall abstain from participating in deliberations and decision-making where conflicts may exist, because these areas WILL exist. When these issues arise, it is simply imperative that we mitigate those issues appropriately.
13. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgement or action or give the appearance of being compromised.
14. **Confidential information.** Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal, financial or

other private interests. A member shall not intentionally or knowingly disclose any confidential information gained by reason of said official position concerning the property, operations, policies or affairs of the city.

15. **Use of Public Resources.** Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.
16. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, member of the City Council shall not appear or speak specifically on behalf of the private interests, including both private and nonprofit entities, of third parties before the Council or any board, commission or proceeding of the City in, nor shall members of boards or commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
17. **Advocacy.** Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Iowa Colony, nor will they allow the inference that they do.
18. **Policy Role of Members.** Members shall respect and adhere to the Council-Manager structure of the Iowa Colony City government, as outlined by the Iowa Colony City Charter. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards, commissions and City staff. Except as provide by the City Charter, members therefore shall not interfere with the administrative functions of the City or the professional duties of the City staff, nor shall they impair the ability of staff to implement Council policy decisions.
19. **Independence of Boards and Commissions.** Because of the value of the independent advice of boards and commissions to the public decision-making process, members of the City Council shall refrain from using their positions to unduly influence the deliberations or outcomes of board and commission proceedings.
20. **Positive Workplace Environment.** Members shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealing with City employees to in no way create the perception of inappropriate directions or comments to City staff.
21. **Political Endorsements.** When publicly endorsing a candidate for any elected office, members will not use their title as a councilperson, board or commission members nor use a City meeting forum to endorse a candidate. Council is prohibited from endorsing any candidate for City elections as it is deemed inappropriate.
22. **Implementation.** As an expression of the standards of conduct for members expected by the City, the Iowa Colony Code of Conduct is intended to be self-enforcing. It therefore is most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, code of conduct standards shall be included in the regular orientations for candidates for City Council, applicants to boards and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Iowa Colony Code of Conduct and Rules of Procedure. The City Council shall consider recommendations from boards and commissions and Council members and update this document as necessary.
23. **Compliance and Enforcement.** The Iowa Colony Code of Conduct expresses standards of ethical conduct expected for members of the Iowa Colony City Council, boards and commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of their government in Iowa Colony. The chairs of board and commissions and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the

Code of Conduct and these Rules of Procedure are brought to their attention. The second in line, when the Mayor's or chair's actions come into question, would assume the duty of intervening. The City Council may impose sanctions on members whose conduct does not comply with this Code of Conduct or these Rules of Procedure, such as reprimand, formal censure, loss of seniority or committee assignments.

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ORDINANCE NO. 2021-14

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

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

1. The City of Iowa Colony, Texas ("the City") hereby adopts and ordains the following ("the Policies"), which are attached hereto and incorporated herein in full:

- a. the Rules and Regulations for Parks and Recreation Facilities ("the Park Rules"); and
- b. the Policy and Procedures on Athletic Facility and Field Usage ("the Field Use Rules").

2. However, the City Manager is hereby authorized to amend the attached City of Iowa Colony Park and Recreational Facilities Reservation Application included in the Policies.

3. No person shall participate in using a facility in violation of either Policy.

4. Any violation of this ordinance shall be a misdemeanor punishable upon conviction by a fine of not more than \$500. Each day or portion of a day that a violation continues shall be a separate offense.

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

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

PASSED AND APPROVED ON THE FIRST READING ON THIS 15th day of MARCH, 2021.

PASSED, APPROVED, AND ADOPTED ON THE SECOND READING ON THIS 19th day of APRIL, 2021.

CITY OF IOWA COLONY, TEXAS

BY: 
MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:

Kayla Ross
KAYLEN ROSSER, CITY SECRETARY



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ATTACHMENT

CITY OF IOWA COLONY

RULES AND REGULATIONS FOR

PARKS AND RECREATION FACILITIES

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CITY OF IOWA COLONY

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

Website: www.cityofiowacolony.com

RULES AND REGULATIONS FOR PARKS AND RECREATION FACILITIES

Declaration of Policy:

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

Definitions:

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

Permits:

A permit shall be obtained for the following activities:

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

Application:

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

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

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

Approval:

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

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

Exceptions:

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

Approved by City Council, July 20, 2018

**IOWA COLONY CITY PARK AT MERIDIANA
POLICIES AND PROCEDURES**

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

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

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

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

Approved by City Council, July 20, 2019

LIONS CLUB BALL FIELDS POLICIES AND PROCEDURES

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

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

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

LEAGUE AGREEMENTS

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

LEAGUE RESPONSIBILITIES

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

CITY RESPONSIBILITIES

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

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

Approved by City Council, July 20, 2018

ATTACHMENT

CITY OF IOWA COLONY

POLICY AND PROCEDURES ON

ATHLETIC FACILITY AND FIELD USAGE

Copy



CITY OF IOWA COLONY

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

Website: www.cityofiowacolony.com

POLICY AND PROCEEDURES ATHLETIC FACILITY AND FIELD USAGE

No individual or business may utilize a City facility to profit personally and/or professionally. It is the policy of the City of Iowa Colony to charge all user groups (organizations) \$5 per person for the use of any City of Iowa Colony athletic facility or field. The City shall collect the user fee after registration has occurred and the total number of participants has been determined.

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

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

Primary User Group:

The Primary User Group is defined as the youth sports organization for a particular sport that has the largest number of participants enrolled in its program. Individual Users are not considered Primary Users for the purposes of this policy. In order to be designated as the Primary User Group the following criteria must be met:

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

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

Primary User Group Designation:

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

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

Procedure for Securing Athletic Facility or Athletic Field Time

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

Timeline for scheduling reservation

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

Priority Scheduling Criteria

The Primary User Group will receive priority scheduling.

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

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

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

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

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

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

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

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

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

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

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<https://us02web.zoom.us/j/8642406150?pwd=c2NlOVh1YTl1YWxBNGRJT2N2TEd5d-09>

of the City of Iowa Colony.

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

User Responsibilities

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

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

City will provide:

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

Additional Information

- Fields should not be used directly after severe weather to preserve the grounds.
- The City will not issue any permits or hold any reservations for a maximum time period of November 1st through January 31st to preserve the grounds.

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

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

Copy

City of Iowa Colony
Park and Recreational Facilities Reservation Application
12003 Iowa Colony Blvd. TX 77583, Phone: 281-369-2471 Fax: 281-369-0005

Purpose of the event: _____

Date of the event: _____

Time of the event: _____ to _____

Where event will be held: _____

Estimated number of people that will be attending: _____

Person responsible for event: _____

Signature: _____

Please Note:

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

Please contact City Hall to schedule.

For Office Use Only

Approved By: _____ **Date:** _____



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Fax: 281-369-0005
www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 21st day of June, 2021, the City Council of the City of Iowa Colony, Texas, held a Work Session at 6:00 P.M. and a Public Meeting at 7:00 P.M. at Iowa Colony City Hall, there being present and in attendance the following members to wit:

Mayor Michael Byrum-Bratsen
Councilwoman Sydney Hargroder
Councilwoman Arnetta Murray
Councilwoman Marquette Greene-Young
Councilman Wil Kennedy
Councilman Chad Wilsey

And none being absent, constituting a quorum at which time the following business was transacted.

WORKSESSION- 6:00 P.M.

1. Mayor Michael Byrum-Bratsen called the work session to order at 6:15 P.M.
2. Discussion of proposed rules of procedure. Ron Cox and Council discussed the section of the proposed rules of procedure pertaining to posting events on the city's website and social media page.
3. Discussion of draft water and wastewater master plan and impact fees. Dinh Ho, Consultant City Engineer presented the water and wastewater master plan and impact fees.
4. The work session was adjourned at 7:06 P.M.

REGULAR MEETING – 7:00 P.M.

1. Mayor Byrum-Bratsen called the meeting to order at 7:12 P.M.
2. Pledge of Allegiance and Texas Pledge were recited.
3. **PUBLIC HEARING**
 - Hold a public hearing on amending the Unified Development Code on regulations and procedures for the City Council, Building Code Board of Adjustments and Appeals, Zoning Board of Adjustments, Planning and Zoning Commission, and other boards and commissions. The public hearing was a continuation from last month's meeting and remained opened.

4. Citizens Comments and Presentations. **There is an attachment email from a resident.**

"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. Mayor's comments or reports. Mayor Byrum-Bratsen introduced the new City Manager, Mr. Robert Hemminger and stated that he will be starting on July 20th. Mayor Byrum-Bratsen suggested a changeable message sign for announcements.

6. Council comments or reports.

- Councilwoman Hargroder stated that she was honored to attend the Juneteenth event. She would like to see the city sponsor this event next year.
- Councilwoman Murray stated that she appreciates all those in attendance at the Council meeting. She went to Austin for a seminar and a lot of things are changing that will be affecting our city. She attended the Juneteenth holiday celebration. She also looks forward to working with the new City Manager.
- Councilwoman Greene-Young thanked all of those in attendance at the Memorial Day Ceremony. She also attended the Juneteenth celebration. She looks forward to working with the new City Manager.
- Councilman Kennedy thanked Mr. Robert as the first full time City Manager. Acknowledged Mr. Ron Cox for his service. He thanked Marquette for the Memorial Day Ceremony and mentioned the Juneteenth celebration. He raised a concern about the right turn lane at Sterling Lakes not being a dedicated right turn lane. Concerned about the limited internet service in Meridiana as they grow. He feels developers should put more emphasis on that.
- Councilman Wilsey thanked Ron for the candidates in the City Manager search. He welcomed Mr. Robert. He thanked all the police for attending the events.

7. Staff Reports.

- A. City Manager- Ron mentioned two special City Council meetings. June 21st for a few items that were left off the regular meeting agenda and June 28th for the required NIMS training for elected officials.
- B. City Engineer- mentioned putting a notification of change in lane use at Merdiana and Sterling Lakes.
- C. Police Department- Chief Bell introduced new officers; Officer Gibbens and Officer Scherer.
- D. Building Official/Fire Marshal
- E. City Secretary- Monica Suarez, Municipal Court Administrator introduced new Deputy Court Clerk, Teresa Peralas.
- F. Senior Accountant- Councilman Kennedy asked about credit card fees on the P&L report. Senior Accountant, Sandra Castro responded to Councilman Kennedy's question.
- G. Public Works

8. Consideration and possible action to approve an ordinance consenting to the creation of a Brazoria County Municipal Utility District No. 87 with conditions and authorizing the Mayor to sign a letter agreeing to the creation subject to the conditions. Representatives of DR Horton gave a presentation and overview of the development. They stated that the development is in compliance with the thoroughfare plan, it's designed to be transferred into the city, will have interconnects, to be built as part of the Caldwell Ranch on SH 521, proposing 60ft lot sizes.

Councilmembers expressed concerns and asked developers questions regarding the MUD, infrastructure, traffic, drainage, and school districts. No action taken. This item was deferred to the special meeting on June 24th at 6:00 P.M.

9. Consideration and possible action to approve with conditions for receipt of funds awarded through the American Rescue Plan Act of 2021. Councilwoman Hargroder moved to approve with conditions for receipt of funds awarded through the American Rescue Plan Act of 2021. Seconded by Councilwoman Murray. Approved unanimously.

10. Consideration and possible action to approve a proposal from TLC Engineering and from Crowder Gulf, LLC in response to requests for proposals for debris monitoring and debris collection for emergency management purposes. Councilwoman Hargroder moved to approve a proposal from TLC Engineering and from Crowder Gulf, LLC in response to requests for proposals for debris monitoring and debris collection for emergency management purposes. Seconded by Councilwoman Murray. Approved unanimously.

11. Consideration and possible action to instruct City staff to prepare service plans and/or service agreements for the annexation of:

- a. Ames Boulevard north of Meridiana Parkway;
- b. the southern half of Meridiana Parkway from Highway 288 to the west end of Sterling Lakes West;
- c. the City public safety site generally located at the southwest corner of Meridiana Parkway and Karsten Boulevard;
- d. The ESD No. 3 public safety site adjoining the west side of the City public safety site described above; and
- e. Bell Sanchez Elementary School.

Councilwoman Murray made a motion to instruct City staff to prepare service plans and/or service agreements for the annexation of:

- a. Ames Boulevard north of Meridiana Parkway;
- b. the southern half of Meridiana Parkway from Highway 288 to the west end of Sterling Lakes West;
- c. the City public safety site generally located at the southwest corner of Meridiana Parkway and Karsten Boulevard;
- d. The ESD No. 3 public safety site adjoining the west side of the City public safety site described above; and
- e. Bell Sanchez Elementary School.

Seconded by Councilwoman Greene-Young. Approved unanimously.

12. Consideration and possible action to set public hearings on annexation of the following property:

- a. Ames Boulevard north of Meridiana Parkway;
- b. the southern half of Meridiana Parkway from Highway 288 to the west end of Sterling Lakes West;
- c. the City public safety site generally located at the southwest corner of Meridiana Parkway and Karsten Boulevard;

- d. The ESD No. 3 public safety site adjoining the west side of the City public safety site described above; and
- e. Bell Sanchez Elementary School.

Councilman Kennedy made a motion to set the public hearing for July 19th regular council meeting at 7:00 P.M. and authorize the City Manager to adjust the date should that become necessary. Seconded by Councilman Wilsey. Approved unanimously.

13. Consideration and possible action to approve an ordinance on first reading amending the Employee Handbook. Councilwoman Greene-Young moved to approved the ordinance amending the employee handbook but leave the Election Day Holiday on the list of holidays. Seconded by Councilman Wilsey. Approved unanimously.

14. Consideration and possible action approve an ordinance on first reading amending the Parks Rules and Regulations. Councilwoman Hargroder moved to approve an ordinance on first reading amending the Parks Rules and Regulations. Seconded by Councilwoman Murray. Approved unanimously.

15. Consideration and possible action to authorize Adico, LLC, to prepare a water and sewer impact fee study. Councilman Wilsey made a motion to authorize Adico, LLC, to prepare a water and sewer impact fee study. Seconded by Councilwoman Hargroder. Approved unanimously.

16. **Consent Agenda-** Consideration and possible action to approve the following consent agenda items. Councilman Kennedy moved to approve all consent items except item B . Seconded by Councilman Wilsey. Approved unanimously.

A. Approval of minutes of the following meetings.

- o May 17, 2021 - Regular Meeting
- o July 16, 2021- Special Meeting

B. Approval of the following plats as recommended by the Planning and Zoning Commission.

- o Meridiana Commercial Reserve No. 2 Preliminary Plat
- o Meridiana Pursley Boulevard Phase 6A Preliminary Plat
- o Meridiana Detention Reserve P Preliminary Plat
- o Meridiana Section 58A Preliminary Plat
- o Sierra Vista West Section 11 Preliminary Plat
- o Sierra Vista West Section 4 Final Plat
- o Sterling Lakes Commercial Reserves Preliminary Plat
- o Meridiana General Development Plan

Councilman Wilsey made a motion to approve with the condition that the Sterling Lakes Commercial Reserves Preliminary Plat reflect a name change on the entry road from the service road. Seconded by Councilwoman Greene-Young. Approved unanimously.

C. Approve the following Infrastructure Approvals/Acceptances

- Meridiana Section 68 - Approval of Water Distribution and Sanitary Sewer into One Year Maintenance Period. Meridiana Section 68 - Acceptance of Storm and Paving into One Year Maintenance Period.

D. Approval of an early plat agreement for

- Sierra Vista West Crystal View Drive Phase 3
- Sierra Vista West Section 4

E. Approve an interlocal participation agreement with the Texas Government Purchasing Cooperative Texas Buyboard.

F. Approve a resolution consenting for MUD 55 to annex AISD property into the district.

EXECUTIVE SESSION-8:54 P.M.

Executive Session in accordance with 551.071, 551.072, and 551.074 Texas Gov't Code to deliberate on the following:

- Sale of property to MUD 31
- Purchase of ROW for road project
- City Manager position
- Iowa Colony Development Authority Board members
- Tax Increment Reinvestment Zone No. 2 Board members

RETURN TO OPEN SESSION-10:10 P.M.

17. Consideration and possible action regarding the sale of property to MUD 31. No action taken.

18. Consider resolution authorizing the acquisition of real property for street and utility uses at or near 3518 Davenport Parkway/Former County Road 64. No action taken.

19. Consider resolution authorizing the acquisition of real property for street and utility uses at or near 3522 Davenport Parkway/Former County Road 64. No action taken.

20. Consideration and possible action to appoint members to the Iowa Colony Development Authority. Councilman Kennedy moved to appoint Sheila Woods to the ICDA/TIRZ board based on input and guidance that a member gave to council. Seconded by Councilman Wilsey. Approved unanimously.

21. Consideration and possible action to appoint members to the Iowa Colony Tax Reinvestment Zone No. 2. Councilman Kennedy moved to appoint Sheila Woods to the ICDA/TIRZ board based on input and guidance that a member gave to council. Seconded by Councilman Wilsey. Approved unanimously.

22. Consideration and possible action on the City Manager Position. No action taken.

23. The meeting was adjourned by a unanimous vote at 10:11 P.M.

APPROVED THIS 19th DAY OF JULY, 2021.

ATTEST:

Kayleen Rosser, City Secretary

Michael Byrum-Bratsen, Mayor

Copy



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Fax: 281-369-0005
www.iowacolonytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 24th day of June, 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 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 Michael Byrum-Bratsen called the meeting to order at 6:00 P.M.
2. Pledge of Allegiance and Texas Pledge were recited.
3. Citizens Comments. There were no comments from the public.
"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 observe a three-minute time limit."
4. Consideration and possible action to approve a water and wastewater master plan. Councilman Wilsey made a motion to approve a water and wastewater master plan. Seconded by Councilwoman Hargroder. Approved unanimously.
5. Consideration and possible action to authorize Adico, LLC to prepare a water and sewer impact fee study. No action was taken as the item was approved at the prior council meeting.
6. Consideration and possible action to appoint the Planning & Zoning Commission as the Advisory Committee for the Impact Fee Study. Councilwoman Hargroder made a motion to appoint the Planning and Zoning Commission as the Advisory Committee for the Impact Fee Study. Seconded by Councilman Wilsey. Approved unanimously.
7. Consideration and possible action to approve the following early plat releases.
 - Sierra Vista West Section 6- Disbursement No. 1
 - Meridiana Section 68- Disbursement No. 1 and Final

Councilwoman Hargroder made a motion to approve the following early plat releases.

- Sierra Vista West Section 6- Disbursement No. 1
- Meridiana Section 68- Disbursement No. 1 and Final

Seconded by Councilwoman Greene-Young. Approved unanimously.

8. Consideration and possible action to approve resolution consenting to formation of Brazoria County Municipal Utility District No. 87, with consent conditions, and authorizing the Mayor to sign a letter concerning the above. Councilwoman Murray made a motion to approve the resolution consenting to formation of Brazoria County Municipal Utility District No. 87, with consent conditions, and authorizing the Mayor to sign a letter concerning the above. Seconded by Councilman Wilsey. Approved unanimously.

9. Consideration and possible action to approve offers of non-annexation development agreements for property in proposed Brazoria County Municipal Utility District No. 87. Councilwoman Greene-Young made a motion to approve the City Manager to make offers of non-annexation development agreement to the property owners for property in proposed Brazoria County Municipal Utility District No. 87. Seconded by Councilwoman Hargroder. Approved with five ayes. Councilman Kennedy abstained from the vote.

10. Consideration and possible action to begin annexation proceedings, set public hearing, and take other action for annexation of property in proposed Brazoria County Municipal Utility District No. 87. Councilman Wilsey made a motion to begin annexation proceedings and take other action for the property in proposed Brazoria County Municipal Utility District No. 87. Seconded by Councilwoman Hargroder. Approved with five ayes. Councilman Kennedy abstained from the vote.

11. Councilwoman Murray made a motion to adjourn. Seconded by Councilman Wilsey. The meeting was adjourned at 6:48 P.M by a unanimous vote.

APPROVED THIS 19th DAY OF JULY, 2021.

ATTEST:

Kayleen Rosser, City Secretary

Michael Byrum-Bratsen, Mayor



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STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 28th day of June, 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 Sydney Hargroder
Councilwoman Marquette Greene-Young
Councilman Wil Kennedy

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

MEETING- 6:00 P.M.

1. Mayor Michael Byrum-Bratsen called the meeting to order at 6:03 P.M.
2. Pledge of Allegiance and Texas Pledge were recited.
3. Citizens Comments. Ms. Bel Sanchez spoke about needing volunteers at her school.
"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 observe a three-minute time limit."
4. Consideration and possible action to participate in the National Incident Management System training as required. Councilwoman Hargroder made a motion to participate in the National Incident Management System training as required. Seconded by Councilman Kennedy. Approved unanimously. Council Members that were present at the meeting participated in the NIMS training.
5. Councilman Kennedy made a motion to adjourn at 7:56 P.M. Seconded by Councilwoman Hargroder. Approved unanimously.

APPROVED THIS 19th DAY OF JULY, 2021.

ATTEST:

Kayleen Rosser, City Secretary

Michael Byrum-Bratsen, Mayor

Copy

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

	Jun 30, 21
ASSETS	0.00
LIABILITIES & EQUITY	
Equity	
Baseball Field Reserve	147.50
Baymark Pipeline LLC	
Baymark P - Engr/Inspctn/Legal	20,540.04
Baymark Pipeline LLC - Other	182,437.50
Total Baymark Pipeline LLC	202,977.54
Cherry Crushed Concrete	23,200.00
DR Horton/MUD 87	-5,467.50
Early Plat- SVW Section 3	-0.01
Early Plat SVW Crystal V Dr-Ph3	268,490.78
Early Plat SVW Sub Sec 4	2,489,388.23
Formosa/Lav pipeline-TRC	10,826.04
M2E3/EnterprisePipeline	-24,533.24
Meridiana Escrow	4,455.00
Old Airline Market- Axis Dev.	207.50
Sierra Vista- Land Tejas	-1,720.20
Sierra Vista West- Land Tejas	41,143.17
South Texas NGL Pipeline, LLC	
South TX NGL -Engr/Inspct/Legal	21,027.56
South Texas NGL Pipeline, LLC - Other	183,022.50
Total South Texas NGL Pipeline, LLC	204,050.06
Sterling Lakes - Land Tejas	-4,272.86
Sterling Lakes North	-2,864.30
1002401 · Capital Contribution-CR 64	1,731,000.00
1002406 · Earlt Platting Escrow Sec. 13	-0.01
1002412 · Early Plat Escrow - SVW Sec 6	225,264.04
1002501 · Property Delq Tax - TIF 100%	-0.30
1002502 · Property Tax TIF-100%	10,148.27
1003600 · Opening Balance Equity	739,319.07
1003601 · Retained Earnings	-95,466.00
Total Equity	5,816,292.78
TOTAL LIABILITIES & EQUITY	5,816,292.78

MEMORANDUM

Date: June 16, 2021
To: Mayor Michael Byrum-Bratsen
City Council Members
From: Dinh V. Ho, P.E.
RE: COIC Council Meeting – June 2021 Engineer's Report
cc: Ron Cox, Kayleen Rosser

The following is a status report of various engineering items:

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

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

Branding: We are working on design options for the logo and will present to the City of review prior to completing the construction document drawings.
2. Crystal Lagoon- The developer is preparing to break ground in June on the excavation of the lagoon.
3. AMES ROAD BRIDGE
 - Subject to Environmental Clearance – Expected to start bidding in Summer 2021.
4. ROADWAY REPAIRS
 - Interlocal with BC Agreement for FY 2020-2021 has been submitted and approved by Commissioners Court. County has requested the City to reduce the total mileage to a total of 2 miles.
 - The City received confirmation from Brazoria County for CDBG-HUD funds. The City allocation this year is \$140,000. Staff has identified CR 382 as the road to be repaired for this funding. Note, funds must be used for areas that meets the Low to Moderate income level. This has been submitted to the County.
5. GRANTS
 - We will be submitting the following grants
 - i. GLO-CDBG MITIGATION GRANT – HURRICANE HARVEY
 1. Proposed grant will provide for acquisition and funding for a Flood Mitigation Basin
 2. Total Grant funds is estimated to approximately \$7.23 mil.
 3. Grant Application submitted.
 4. Expect end of May 2021.
 - ii. TWBD- FIF GRANT –
 1. Proposed grant will fund the City first Master Drainage Plan
 2. Total amount will by \$300k, of which \$150k will be matching funds.
 3. Approved. Currently awaiting agreement from TWDB.
6. CONSTRUCTION PROJECT STATUS:
 - A. MERIDIANA SUBDIVISION – RISE COMMUNITIES

- Active construction projects
 - Meridiana Commercial Utility and Paving (Section 68)– Complete. On the agenda for approval.
 - Meridiana Ph 3 Well Site Park – 99% complete. Punchlist items being completed.
 - BCMUD 55 MER WWTP Exp to 0.48 MGD- 85% complete.

B. STERLING LAKES – LAND TEJAS

- Active construction projects.
 - BCMUD 31 WWTP Expansion Ph IV – Ongoing @ 90% complete.

C. SIERRA VISTA - LAND TEJAS

- Active construction projects
 - Meridiana Parkway Phase 5 – 95% complete
 - Meridiana Parkway Phase 6 – 95% complete
 - Lane switch complete. Project still on hold due to power pole.

D. SIERRA VISTA WEST - LAND TEJAS

- Active construction projects:
 - BCMUD 53 Water Well Plant – Awaiting final punchlists.
 - Sierra Vista West Mass Grading and Detention Phase II – Awaiting final walkthrough.
 - BCMUD 53 WWTP- 80% complete.
 - BCMUD 53 Offsite Lift Station – 90% complete.
 - Crystal View Drive Phase III – Awaiting final walkthrough.
 - Sierra Vista West Section 4 – 70%
 - Sierra Vista West Section 5 – 500%
 - Sierra Vista West Section 6 – Awaiting punchlist item completion.

E. OTHER CONSTRUCTION PROJECTS

- AISD H.S. No. 4 – 90% of civil complete internally.
- Davenport/Discovery Drive: Construction plans approved 6/16/2021. Construction is expect to start summer of 2021.
- City will need to acquire the ROW in front of the two homes west of Sophie Mary.

7. OTHER ITEMS:

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

Ordinance No. O-2021-__

AN ORDINANCE APPROVING THE ISSUANCE OF BONDS BY THE IOWA COLONY DEVELOPMENT AUTHORITY; AND CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT.

* * * * *

WHEREAS, by City of Iowa Colony Ordinance No. 2010- 2, adopted March 15, 2010, the City of Iowa Colony, Texas (the “City”) created Reinvestment Zone Number Two, City of Iowa Colony, Texas (the “Zone”) for the purposes of development within the City; and

WHEREAS, by City Ordinance No. 2010-4, adopted June 21, 2010, the City approved the Project Plan and Reinvestment Zone Financing Plan for the development of the Zone (the “Project and Financing Plan”), as amended by City Ordinance No. 2016-21, adopted August 22, 2016, and by City Ordinance No. O-2020-16, adopted June 15, 2020; and

WHEREAS, by Resolution No. R2010-R-3 adopted on March 15, 2010, the City authorized the creation of the Iowa Colony Development Authority (the “Authority”), a local government corporation, pursuant to Subchapter D of Chapter 431, Texas Transportation Code, to aid, assist and act on behalf of the City in the performance of the City’s governmental functions with respect to promoting, developing, encouraging and maintaining housing, employment, commerce and economic development within the Zone; and

WHEREAS, The City, the Zone, and the Authority entered into an agreement dated February 21, 2011, as amended and restated on August 22, 2016 (the “Tri-Party Agreement”), pursuant to which the Authority would have authority to administer the Zone; make recommendations to the Zone Board and the City with respect to the development of the Zone; perform and engage in activities relating to the acquisition, development and sale of land and other properties; engage in development and redevelopment activities; construct and improve

infrastructure in the Zone; enter into development agreements with developers/builders in the Zone; subject to City approval, issue, sell or deliver its bonds, notes, or other obligations; and perform the other activities provided in the Tri-Party Agreement; and

WHEREAS, the Tri-Party Agreement provides that the Authority may not issue bonds without approval by the City; and

WHEREAS, by City Ordinance No. 2018-24, adopted October 22, 2018, the City approved and authorized the Authority to sell its 2018 series of bonds in an aggregate principal amount not to exceed \$11,000,000 (the “Series 2018 Bonds”), and by City Ordinance No. 2019-31, adopted September 16, 2019, the City approved and authorized the Authority to sell its 2019 series of bonds in an aggregate principal amount not to exceed \$6,000,000 (the “Series 2019 Bonds”); and by City Ordinance No. 2020-11, adopted May 18, 2020, the City approved and authorized the Authority to sell its 2020 series of bonds in an aggregate principal amount not to exceed \$6,500,000 (the “Series 2020 Bonds”); and

WHEREAS, in accordance with its duly adopted Resolution Authorizing the Issuance of Iowa Colony Development Authority Tax Increment Contract Revenue Bonds, Series 2018, dated November 28, 2018, the Authority sold its Series 2018 Bonds in the aggregate principal amount of \$8,480,000; and in accordance with its duly adopted Resolution Authorizing the Issuance of Iowa Colony Development Authority Tax Increment Contract Revenue Bonds, Series 2019, dated November 4, 2019, the Authority sold its Series 2019 Bonds in the aggregate principal amount of \$4,105,000; and in accordance with its duly adopted Resolution Authorizing the Issuance of Iowa Colony Development Authority Tax Increment Contract Revenue Bonds, Series 2020, dated June 18, 2020, the Authority sold its Series 2020 Bonds in the aggregate principal amount of \$3,865,000; and

WHEREAS, in order to implement the Project and Financing Plan and fulfill the purposes for which it was created, the Authority requests the City's approval for the Authority to issue its series 2021 bonds in an amount not to exceed \$8,000,000; and

WHEREAS, the City desires to grant the Authority such right and power to issue bonds as described herein; **NOW, THEREFORE**,

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

Section 1. That the findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. The City hereby approves and authorizes the Authority to issue its bonds payable from and secured by the revenues to be paid by the City and the Zone pursuant to the Tri-Party Agreement (the "Tri-Party Agreement Revenues"), in an aggregate principal amount not to exceed EIGHT MILLION DOLLARS (\$8,000,000).

Section 3. The City shall have no obligation with respect to the bonds of the Authority other than to make payments of tax increments to the Authority pursuant to the Tri-Party Agreement. The bonds of the Authority shall contain on their face a statement that the City is not obligated to make payments on the bonds from taxes or other moneys of the City other than the Tri-Party Agreement Revenues pursuant to the terms of the Tri-Party Agreement.

Section 4. The Mayor and the staff of the City are hereby authorized to provide to the Authority such information and documents, and the Mayor and staff of the City are authorized to execute necessary certificates and provide necessary financial information with respect to the City, the tax increment fund created by the City for the Zone, and other financial information of the City

with respect to the Zone, as may be required or requested by the Authority to offer and sell the bonds approved herein.

Section 5. That the City Council officially finds, determines, recites and declares a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

PASSED AND ADOPTED this 16th day of August, 2021.

CITY OF IOWA COLONY, TEXAS

Mayor

ATTEST:

City Secretary



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

03-16-15

**Employee Personnel Policies
and
Procedures Handbook
City of Iowa Colony, Texas**

**Adopted:
March 16, 2015
Amended:
November 18, 2019
April 20, 2020
February 22, 2021
June 21, 2021**

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Copy

Acknowledgement Form

I have received a copy of the City of Iowa Colony Personnel Policies and Procedures Handbook and I understand that they govern the terms of my employment. I understand that I can direct any questions that I may have regarding these Personnel Regulations to my supervisor.

THIS HANDBOOK IS INTENDED AS A GUIDE AND ITS PROVISIONS DO NOT ALTER THE AT-WILL EMPLOYMENT RELATIONSHIP OR CONSTITUTE AN EMPLOYMENT AGREEMENT, A CONTRACT, OR A GUARANTEE OF CONTINUED EMPLOYMENT.

THE CITY OF IOWA COLONY RESERVES THE RIGHT TO CHANGE THE PROVISIONS OF THIS HANDBOOK AT ANY TIME AND WITHOUT PRIOR NOTICE. THE PROVISIONS CONTAINED IN THIS POLICY HANDBOOK ARE APPLICABLE TO ALL CITY OF IOWA COLONY EMPLOYEES.

ANY PROMISES THAT CONFLICT WITH PROVISIONS IN THIS HANDBOOK ARE EFFECTIVE ONLY IF IN WRITING, SIGNED BY THE CITY MANAGER OR HIS/HER DESIGNEE , AND APPROVED BY CITY COUNCIL AS REFLECTED BY ITS OFFICIAL MINUTES.

Signature of Employee

Printed Name of Employee

Date

Copy

I. INTRODUCTION

The City of Iowa Colony welcomes you to our staff. We want to make your first days on the job as pleasant and comfortable as possible.

As a new employee you may have questions about City policies, procedures, and expectations of you as an employee. This handbook will answer most of those questions.

The information in this handbook is to provide a consistent guide to you on policies and other personnel matters. It is not intended to give specific guidelines for every conceivable personnel interaction. These guidelines are sufficiently broad to provide the latitude of discretion, which may be needed in individual situations. This policy should be referred to regularly when making decisions affecting you and City personnel. It will help ensure that decisions are fair, consistent, and in accordance with the desires of City management. It is your responsibility to ask questions if you do not understand any policy or procedure. The more you know about Iowa Colony, the easier it will be for you to understand your role in relation to other positions.

The City retains the right to change, modify, suspend, interpret, add to or cancel any of the benefits, policies and procedures at any time and at its sole discretion. Any employee who continues to work after a policy has been revised and implemented is deemed to have accepted the change in policy. This handbook is subject to the constitution and laws of the State of Texas and the United States. The City of Iowa Colony is an At-Will employer (see Section 2.01). This handbook does not create, reflect or imply any contractual, legal, or vested rights. Either you or the city may terminate this relationship at any time with or without cause.

References to benefits, insurance coverage, leave accruals and holiday pay are applicable to regular full-time employees and may be applicable to part-time employees on a pro-rated basis.

The City Manager or his/her designee is authorized and directed to administer this handbook, including the right to establish whatever detailed regulations and procedures may be necessary to further explain and clarify the provisions of this handbook.

In addition to the policies outlined in this manual, it is the prerogative of each department director to develop and implement standard operating procedures, guidelines or general orders, which are separate from or in addition to the policies contained in this handbook. Department procedures must be consistent with City policies and in no case will departmental policies supersede those contained in this handbook. The City Manager or his/her designee will resolve any conflicts between department policies and citywide policies.

Many of the policies and descriptions in this handbook are summarized from laws, rules, plans, insurance policies and other official documents which actually control specific matters. These official documents take precedence over this handbook, although the handbook may be more restrictive. The City Secretary or Human Resource representative is responsible for providing access to the official documents during normal business hours.

It is your responsibility as an employee to read, understand and comply with all policies, procedures, guidelines and practices of both the City and individual departments.

This version of the City of Iowa Colony Employee Personnel Policies and Procedures Handbook supersedes all prior versions issued by the City. This handbook was approved by the City of Iowa Colony City Council on March 16, 2015.

1.01 Purpose and Objectives

The purpose of this Handbook is to provide you with a better understanding of the City of Iowa Colony, what we stand for, and what we expect of our employees. This Handbook cannot cover every situation that may arise during your employment, but is designed to be a general guide to key policies. Flexibility is crucial to meeting the changing needs of our city and, if appropriate, the City may depart from the policies and procedures contained in this Handbook. The City Manager or his/her designee may, with approval of the City Council, unilaterally change, rescind, supplement,

or supersede these rules at any time without notice. The provisions of these rules shall control over any contradictory statements made by any City supervisor.

The objectives of the personnel policies are as follows:

- (A) To promote good and uniform personnel practices and administration in the management of the City's human resources;
- (B) To develop sound practices of recruitment, advancement and tenure, that will make municipal employment attractive as a career and encourage each employee to render the employee's best services to the residents of the city;
- (C) To ensure that compensation is based upon individual merit and the relative duties and responsibilities of positions in the service of the City;
- (D) To promote high morale by the consistent administration of these policies; and
- (E) To provide that tenure of employees covered by these policies shall be subject to good conduct, satisfactory performance, necessity for the position, and availability of funds.

1.02 Application of Policies

The Handbook policies shall apply to all City employees, provided that the provisions may be varied in the case of an employee with a written employment agreement approved by the City Council. All employees must become familiar with and abide by these policies. The City reserves the right to revise or rescind any policy at any time. The City also reserves the right to make final decisions as to the interpretation and intent of all information contained in this employee handbook.

The City Council reserves the right to interpret, change, suspend, or cancel, with or without notice, all or any part of these policies, or procedures contained herein.

1.03 Management Authority

General and final authority for personnel administration rests with the City Manager or his/her designee, with the exception of matters reserved to the City Council by State law.

Management Authority. The City may modify, revoke, suspend, interpret, terminate, or change any or all of its policies and procedures, in whole or in part, at any time. The issuance of these policies and procedures does not constitute a contract between the City and its employees for any duration of employment. There is no specified length of employment, and either the city or the employee can terminate the employment relationship at any time, for any reason.

Policy administration rests with City Manager or his/her designee and City Manager or his/her designee reserves sole authority to administer City operations.

Departmental Policy and Procedural Requirements. Individual City departments may develop policies and procedures that are consistent with City policies and procedures. Department policies and procedures that are operational and that do not relate to those in this handbook, or other approved operational manuals, do not need to be reviewed and approved by the City Manager or other appropriate departments. All others, however, are subject to approval by the appropriate City department. All employment related department policies must be reviewed by the City Manager. Department Directors are responsible for obtaining the necessary review and approval prior to issuing such departmental policies and procedures. Departmental policies and procedures will not become effective unless they have been reviewed and approved in accordance with this policy.

Miscellaneous. Policies and procedures apply to all employees of the City, both on and off duty where applicable, unless otherwise indicated, restricted by proper authority, or prohibited by State and/or Federal law.

Only the City Council has the authority to enter into an employment agreement, promise, or commitment contrary to these policies and procedures, and all such agreements, promises, and/or commitments entered into by the City Manager or his/her designee must be contained in an express written employment contract signed by both the City Manager or his/her designee and the affected employee.

Any statement in a policy and/or procedure found to be illegal, incorrect, and/or not applicable will not affect the validity and intent of the remaining content of such policy or procedure.

Titles utilized do not govern, limit, modify, or affect the scope of meaning or intent of any provision.

Any conflicts, questions, or ambiguities in City or departmental policies and procedures will be decided by the City Manager or his/her designee.

The City Manager or his/her designee may delegate rights and powers granted under these policies and procedures to the department head or to others as deemed appropriate in the City Manager or his/her designee sole discretion.

1.04 Amendment of Policies

This handbook has been approved by the City Council of the City of Iowa Colony, Texas. The City Manager or his/her designee is responsible for the implementation of the personnel policies.

Amendments of substance require approval by the City Council. Minor amendments (formatting, updating per changes in federal or state law, changes due to re-organization, etc.) may be done by the City Manager or his/her designee, but must be reported to City Council.

General and final authority for personnel administration rests with the City Manager or his/her designee, with the exception of matters reserved to the City Council by state law.

Authority may be delegated to appropriate staff members to act in the City Manager's or his/her designee's behalf in the administration of this handbook; however, the final authority on personnel decisions shall be reserved to the City Manager or his/her designee. Operational changes to any policy, practice, or process will require approval by the City Manager or his/her designee.

No City of Iowa Colony, Texas supervisor is authorized to modify this handbook for any employee or to enter into any agreement, oral or written.

II. DEFINITIONS

2.01 At Will Employment. At will employment or employment at will means the status defined in Section 3.01.
2.02 CITY MANAGER. CITY MANAGER shall include the City Manager and his/her designee.

2.03 Controlled Substance. A controlled substance is a substance, including a drug or an immediate precursor, listed in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act, TEXAS HEALTH AND SAFETY CODE Ch. 481.

2.04 Director of Human Resources. Director of Human Resources shall include the actual position, or, if there is no such designated employee, then the City Manager or his/her designee.

2.05 Director. The individual in charge of a department of the city, or the person authorized to act on his or her behalf.

2.06 Drug. A drug is any chemical substance that produces physical, mental, emotional or behavioral change in the user.

2.07 Illegal Drug. An illegal drug is any drug or derivative thereof which the use, possession, sale, transfer, attempted sale or transfer, manufacture or storage of is illegal; as well as any other drug, including (but not limited to) a prescription drug, used for any reason other than a legitimate medical reason and inhalants used illegally.

2.08 Regular employee. An employee whose position has a required workweek equal to or exceeding the full-time established workweek and budgeted for more than 1,000 hours work in a 12-month period.

2.09 Under the influence. For alcohol, a blood alcohol content (BAC) of .04 or above. A BAC of 0.04 means that 0.04% (four tenths of one percent) of a person's blood, by volume, is alcohol. For illegal drugs, any detectable amount. For legal drugs taken according to a prescription or consistent with over-the-counter instructions, under the influence shall mean the state of not having the normal use of mental and physical faculties.

III. EMPLOYMENT STATUS

3.01 Employment Status

The City classifies City employees for the purpose of employment status and benefit eligibility as follows:

- A. **Orientation Period Employee.** The status of a full-time or part-time employee during the performance orientation period of initial employment, promotion, or transfer. Newly hired employees are not subject to progressive levels of discipline and are not eligible to use the City's employee appeals policy during the Orientation Period.
- B. **Regular full-time.** An employee in a budgeted position with an officially scheduled work week of 40 hours or more each workweek (except for certain shift personnel, including but not limited to Police, who have different work cycles) who has successfully completed the initial orientation period. Generally, regular full-time employees are eligible for the City's full benefits package, subject to the terms, conditions, and waiting periods of each benefit program. Regular full-time employees are required to participate in the Texas Municipal Retirement System.
- C. **Regular part-time.** An employee in a budgeted position with an officially scheduled work week of 20 or more hours but less than 40 hours who has successfully completed 6 months of active service with the city. Regular part-time employees who regularly work more than 20 hours per week accrue certain benefits on a pro rata basis and, who work at least 1,000 hours in a year, are eligible to participate in Texas Municipal Retirement System.
- D. **Temporary/Seasonal.** An employee who is employed for only a specific time period, for a special assignment, or as an interim replacement. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary and seasonal employees retain that status unless and until notified of a change in writing by the Director of Human Resources. Temporary and seasonal employees receive all legally mandated benefits (such as workers' compensation insurance coverage), but are not eligible for the City's other employment benefits.
- E. **Volunteers.** Volunteers are not employed by the City in any capacity. Volunteers elect to donate their time and services as a volunteer for the City without any expectation of compensation. Volunteers are generally not paid, are not entitled to any benefits, and are not covered by worker's compensation.

3.02 Exempt/Non-Exempt status

In addition to being in one of the above categories, each employee is also designated as either exempt or nonexempt from federal and state wage and hour laws. Employees are informed of their status as exempt or nonexempt at the time of their initial employment, or subsequently if their classification changes for any reason. An employee's exempt or nonexempt classification may be changed only upon written notification by the Director of Human Resources.

3.03 At-Will Employment

(a) Regardless of any other provision from any source, all employment by the City has been and shall be at-will, rather than for any certain length of time, except to the extent a written contract approved by the City Council express, clearly, explicitly, and specifically states that it is not at will. No impairment of any at-will status shall ever be implied. Employment at will means that both the employee and/or the City have the right to terminate employment at any time, with or without advance notice, and with or without cause. This handbook does not constitute a contract of employment. Nothing in this handbook shall be construed to impair the at-will status of employment with the City.

(b) Regardless of any other provision in any personnel policy or other source, no employee of the City of Iowa Colony shall have any contractual right, property right, or other right to his/her employment. Any employee of the City of Iowa Colony may be discharged, demoted, or subjected to any disciplinary action at any time at the will of the City of Iowa Colony.

(c) Although adherence to these policies is considered a condition of continued employment, nothing in these policies alters an employee's status and shall not constitute nor be deemed a contract or promise of employment. Employees remain free to resign their employment at any time for any or no reason, and the City retains the right to terminate any employee at any time, for any or no reason.

(d) To the fullest extent permitted by law, this section governs and controls over all other provisions of this document and any other source, except as specifically stated otherwise in this section.

3.04 No Vested Right to Procedures and Provisions

(a) The City of Iowa Colony hereby directs its personnel to follow the procedures and provisions of this policy. However, regardless of any other provision of this policy or any other source, to the fullest extent permitted by law no employee or officer of the City of Iowa Colony shall have any contractual right, property right, or other right to the procedures and provisions hereof or of any policy or source; and to the fullest extent permitted by law the failure of the City of Iowa Colony to follow the procedures or provisions herein stated or of any policy or source shall not impair the validity of any action or decision regarding any employee or personnel.

(b) To the fullest extent permitted by law, this section governs and controls over all other provisions of this document and any other, except as specifically stated otherwise in this section.

Copy

IV. EQUAL EMPLOYMENT OPPORTUNITY AND COMPLIANCE WITH LAWS

4.01 Equal Employment Opportunity Policy

The City is an equal opportunity employer. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary measures or any other aspect of employment because of age, race, religion, sex, national origin, citizenship, disability, genetics, veteran's status or other unlawful basis, is prohibited.

See Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq.; Texas Commission on Human Rights Act, TEXAS LABOR CODE Ch. 21.

4.02 ADA Policy

To ensure compliance with the Americans with Disabilities Act and Americans with Disabilities Act as Amended (ADAAA), the city offers equal employment opportunity to qualified individuals and strictly prohibits discrimination against qualified individuals on the basis of disability. Any employee seeking a reasonable accommodation for a disability that affects the employee's ability to perform the essential functions of the position shall make a written application on a form provided by the City.

Employees who have a complaint involving potential violations of the Americans with Disabilities Act or ADAAA, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately contact the immediate supervisor, Human Resources, the City Manager or designee.

4.03 Job Descriptions

Job descriptions will be established for all positions.

4.04 Dissemination

The Director of Human Resources shall inform all employees of the existence of these rules and each department shall keep a copy available for reference by its employees. Upon employment, The Director of Human Resources shall give each new employee a copy of these rules.

The Director of Human Resources shall place at City Hall, Public Works, and the Police Department bulletin boards for communications that Texas Law, federal law or these rules require, or that the Director approves. Postings on these boards should include this Handbook, notice of job vacancies, Age Discrimination Act notices (29 U.S.C. § 627), Disability § Act notices (42 U.S.C. § 12115), Civil Rights Act notices (42 U.S.C. § 2000e-10a), Family Leave and Medical Act notices (29 U.S.C. § 2619), as well as Workers Compensation Act notices (TEXAS LABOR CODE § 406.005), Whistleblower Act notices (TEXAS GOVERNMENT CODE § 554.009), hazardous chemical notices (TEXAS HEALTH & SAFETY CODE Ch. 502), Unemployment Act notices (TEXAS LABOR CODE § 208.001(a)) and Fair Labor Standard Act notices (29 U.S.C. § 211(c)).

4.05 Employee Safety

The city is interested in all employees' safety and well-being. Accordingly, the City has developed safety rules and regulations. Each and every employee is required to obey safety rules and to exercise caution in all work activities. From time-to-time employees will be updated and reviewed on safety procedures in an effort to increase awareness of the importance of safety on the job. Employees can prevent accidents and injuries by obeying the safety rules of your job, by remaining alert, and by THINKING SAFETY at all times. If an employee sees something that the employee believes is an unsafe act or an unsafe condition, the employee shall immediately report it to a supervisor or to management at once.

The following safety rules apply at all times, and some specific job descriptions may contain additional operational safety guidelines. Each employee must be familiar with such rules, and apply them at all times.

- Use prescribed protective equipment such as eye protection, hearing protection, hard hats, safety shoes, gloves, shields, etc. when those items are appropriate to the task being performed.
- Smoke only during designated times in authorized outside areas. No smoking in City vehicles, or while utilizing City equipment, or in City buildings.
- Walk; do not run. Wipe spills and pick up fallen objects and debris. Keep floor surfaces clear of hazards and other obstacles, electric cords, etc. For your comfort and safety, wear shoes with non-slip soles, in good condition and with enclosed toes. Do not wear sandals, sneakers, moccasins or tennis shoes on any job site where feet could be injured.
- To avoid back injuries, use correct lifting methods. Get someone to help you with heavy (or difficult to handle) items.
- Be aware of sharp tools. Use safety devices where provided, and do not alter or remove them in any way. Report hazards to management immediately.
- Material Safety Data Sheets (MSDS Sheets) - You will be shown the location of the City's Material Safety Data Sheets. MSDS sheets provide valuable information about various chemicals and other agents that you may encounter in your work. They will explain possible reactions to exposure, and steps you should take if it occurs. Review this information from time to time.
- Fire - Be alert for causes and report smoke, heat or unusual odors immediately. Alert other people in the area to the possibility of danger in order to evacuate, if necessary. Try to verify the location and call the Fire Department or 911. Use proper portable extinguishers for small fires.
- Do not put fingers, hands, feet or clothing in moving machinery.
- Do not carry items in a manner that obscures your vision.
- Do not block access to fire extinguishers.
- Do not touch open or loose electrical circuits.
- Report unusual vibrations, smells, or noises coming from equipment.
- Do not wear rings or jewelry while operating machinery.
- Do not perform maintenance or repairs on running equipment.
- Do not remove or alter warning tags or safety devices.
- Never leave nails or spikes protruding from planks or boards.
- Perform routine maintenance at all scheduled intervals.
- Do not use compressed air for cleaning clothing or floors.

4.06 Accident Reporting

All accidents and injuries, however slight or seemingly inconsequential, **must immediately be reported** to the appropriate supervisor or the Director of Human Resources. Failure to report any accident or injury within 24 hours

of its occurrence may lead to disciplinary action, up to and including termination of employment. Such reports are necessary so that the city can remain in compliance with applicable laws and begin workers' compensation benefit procedures where appropriate.

Employees who violate safety standards, who cause or exacerbate hazardous or dangerous situations, or who fail to report or, where appropriate, correct such situations, may be subject to disciplinary action, up to and including termination of employment.

4.07 Accident Involving City Equipment or Vehicles

Any employee involved in an accident while operating City equipment or City vehicle, whether during business hours or after hours, shall report the accident immediately to the supervisor and to the proper law enforcement agency. The employee must immediately complete an accident report, no matter how minor the damage is to the vehicle, and submit to the supervisor and to the Human Resources Director. The employee may be subject to a post-accident drug screen, as provided for by law and in this handbook.

Drivers must obey all traffic rules and regulations prescribed by law and use every reasonable safety measure to prevent accidents. No one under the age of 18 may operate a city vehicle. The wearing of seat belts for the driver and all passengers is mandatory.

Any traffic fines imposed upon a City employee while operating a City vehicle will be the personal responsibility of the employee and not the City. Any employee involved in any type of accident involving City equipment may be disciplined if, upon investigation, it is determined that the employee was negligent or through carelessness or recklessness contributed to the cause of the accident.

Copy

V. CODE OF CONDUCT

5.01 Weapons Control and Violence Prevention Policy

The city strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide for the appropriate response when and if such incidents do occur.

(a) **Zero Tolerance.** Harassment, intimidation, threats, threatening behavior, violent behavior or acts of violence between employees or such action between an employee and another person that arises from or is in any manner connected to the employee's employment with the city, whether the conduct occurs on duty or off duty, is prohibited.

(b) **Weapons Control.** Unless specifically authorized by the City Manager or his/her designee, no employee, other than a City licensed peace officer, shall carry or possess a firearm or other weapon on City property. Employees licensed by State of Texas to carry a concealed weapon may have a permitted weapon only on the city parking lot if it is locked in the employee's vehicle. Employees are also prohibited from carrying a weapon while on duty or at any time while engaging in City-related business. Prohibited weapons include firearms, clubs, explosive devices, knives with blades exceeding 5 ½ inches, switchblades, etc. Employees do not have an expectation of privacy and by continued employment an employee consents to any search for firearms or other weapons on City property by the City and/or law enforcement officials.

(c) **Mandatory Reporting.** Each City employee must immediately notify his/her supervisor, Department Director, the Director of Human Resources and /or the Police Department of any act of violence or of any threat involving a city employee that the employee has witnessed, received, or has been told that another person has witnessed or received. Even without an actual threat, each City employee must also report any behavior that the employee regards as threatening or violent when that behavior is job-related or might be carried out on City property, a city-controlled site or City job site, or when that behavior is in any manner connected to City employment or activity. Each employee is responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons threatened or the target of the threatening behavior. A supervisor who is made aware of such a threat or other conduct must immediately notify his/her Department Director and the Director of Human Resources.

(d) **Protective Orders.** Employees who apply for or obtain a protective or restraining order which lists City locations as being protected areas must immediately provide to the Director of Human Resources and the City's Police Department a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. City employees must immediately advise their Department Director and the Director of Human Resources of any protective or restraining order issued against them.

(e) **Confidentiality.** To the extent possible, while accomplishing the purposes of this policy, the City will respect the privacy of reporting employees and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, City management, and others on a need-to-know basis and as may otherwise be required by law.

(f) **City Property.** For purposes of this policy, City property includes but is not limited to owned or leased vehicles, buildings and facilities, entrances, exits, break areas, parking lots and surrounding areas, recreation centers, swimming pools, and parks.

(g) **Documentation.** All threats and incidents of violence will be documented. Documentation will be maintained by the Director of Human Resources and/or the Police Department.

(h) **Policy Violations.** Violations of this policy may lead to disciplinary action, up to and including termination of employment. Policy violations may also result in arrest and prosecution.

5.02 Sexual and Workplace Harassment Policy

All City employees are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, and vendors. City employees are also prohibited from harassing citizens, vendors, and all other third parties.

(a) Sexual Harassment. One form of unlawful discrimination is sexual harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
- submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Conduct prohibited by this policy includes, but is not limited to sexual advances; requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, sexual preference, sexual experiences, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature.

(b) Other Prohibited Harassment. In addition to the City's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, genetics, veteran status, citizenship, or any other characteristic protected by state or federal law is also prohibited.

Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures, that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited.

This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, e-mail, cell phone or other electronic devices, social media, and/or the Internet. Harassment of any nature, when based on race, religion, color, sex, national origin, age or disability, genetics, veteran status, citizenship or any other characteristic protected by law is prohibited and will not be tolerated.

(c) Applicability. This policy applies to City employees, citizens, vendors, and other visitors to the workplace.

(d) Mandatory Reporting.

(i) Employees. The city requires that employees report all perceived incidents of harassment, regardless of the offender's identity or position. Any employee who observes or otherwise learns of possible harassment in the workplace or who feels that harassment has occurred or has been subjected to conduct prohibited by this policy must report it immediately in writing, or through a complaint form available from the Director of Human Resources, to:

- the Director of Human Resources; or
- the City Manager or his/her designee.

(ii) Supervisors. Any supervisor, manager, or Department Director who becomes aware of possible conduct prohibited by this policy must immediately advise the Department Director and /or the Director of Human Resources in writing, or through a complaint form available from the Director of Human Resources.

(iii) Under this policy, an employee or lower-level supervisor may report to and/or contact the CITY MANAGER or his/her designee directly, without regard to the employee's normal chain of command.

(e) **Investigation.** All reports of prohibited conduct will be investigated promptly and in as confidential a manner as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with the investigation and to maintain confidentiality.

(f) **Retaliation Prohibited.** Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.

(g) **Responsive Action.** Misconduct constituting harassment or retaliation will be dealt with appropriately. Discipline, up to and including dismissal will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action may be imposed in situations where employees are untruthful during an investigation.

5.03 Nepotism

(a) An employee's relationship must not create a conflict between the employee's and the City's interests. In order to prevent conflicts of interest, to avoid accusations and perceptions of biased conduct, and to maintain the confidentiality of restricted information, it is the policy of the City to restrict the employment of certain applicants, based on their degree of relationship to current employees.

(b) **Application of Policy** This policy applies to all employees of the City.

(c) **State Law Prohibitions of Nepotism**

In general, nepotism is the hiring, retention, compensation, or promotion of a publicly paid employee by a public official who is closely related to that employee. Nepotism is prohibited by Texas Government Code Chapter 573. If there is a question about nepotism, then state law should be consulted, and this subsection is intended only as a very brief overview of some of the key provisions of state law.

A public official may not vote to employ his/her relative within the third degree by blood or the second degree by marriage.

Each member of the City Council is prohibited from voting to employ a person who is related to any other member of the City Council within the third degree by blood or the second degree by marriage. State law provides an exception to this rule where the employee was already employed for a certain length of time before his/her relative became a member of the City Council.

(d) **Personnel Policy Rules in Addition to State Law.** This subsection prohibits some things even if state law would allow them.

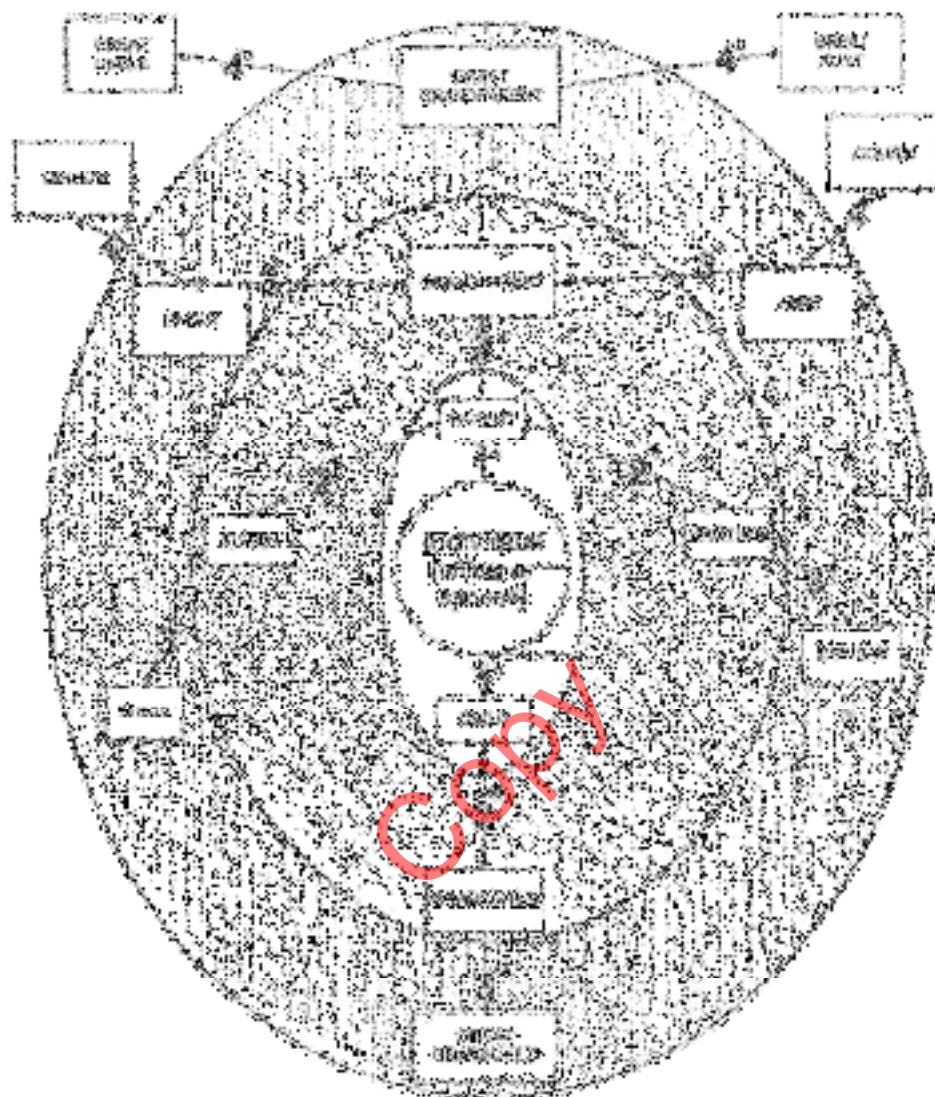
A person related to another city employee within the second degree by marriage or within the third degree by blood may be employed by the city; however, the employee must not be employed in a department in which the employee would directly or indirectly supervise, or be supervised by, a person related to that employee, within the degree. stated in this section, except as stated in this paragraph. The exception is that if the supervising relative is a member of the City Council, then the Council Member's relative may be employed by the City, but the related City Council Member shall abstain from participating in the supervision of the employee and from participation in any Council deliberation or decision that concerns the employee individually and does not apply to a bona fide category of employees.

In the event of a promotion, reorganization, a marriage between two city existing employees, or any other situation giving rise to a relationship prohibited by this policy, one or both of the affected employees must immediately seek a transfer to another available position within the city for which he or she is qualified and that meets the requirements of this policy. If a suitable transfer cannot be made, within 30 calendar days of the event giving rise to a relationship prohibited by this policy, one or both of the affected employees will be

required to resign from employment. An exception to this section is provided for existing supervisory relationships of full-time employees who are employed as of the effective date of this Policy This paragraph is also subject to the same exception as the preceding paragraph, concerning a relationship with a member of the City Council.

(e) This policy shall be applied by using the common law relationship chart as follows:

Copy



Degrees of Relationship Chart

This chart is a guide to the degrees of relationship between persons. It is not intended to be used as a legal document. For information on the law of inheritance, see the book "The Law of Inheritance" by the same author.

Public Office: Page for the Library - Office of the Secretary of State

Periodic Review

Periodically, the CITY MANAGER or his/her designee will review the job descriptions and interrelationship between the affected jobs and determine whether they meet the requirements set out in this policy.

5.04 Political Activity

City employees will not be appointed or retained on the basis of their political support or activities. City employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies. City employees may not:

- Publicly endorse or campaign in any manner for any person seeking a city public office while in city uniform or on duty with the city.
- Use the employee's position or office to coerce political support from employees or citizens.
- Use the employee's official authority or influence to interfere with or affect the result of a campaign issue, an election or nomination for public office.
- Make, solicit, or receive any contribution to the campaign funds of any candidate, directly or indirectly through an organization or association, for the City Council or take any part in the management, affairs, or political campaign of any such candidate; provided nothing herein shall infringe upon the constitutional rights of an employee to express his or her opinions and to cast his or her vote.
- Use working hours or City property to be in any way concerned with soliciting or receiving any subscription, contribution or political service to circulate petitions or campaign literature on behalf of an election issue or candidate for public office in any jurisdiction.
- Contribute money, labor, time or other valuable thing to any person for City election purposes.

Candidacy

No employee of the city shall be a candidate for a city elective office. If any employee of the city becomes a candidate for election to any public office of the city he/she shall, immediately upon becoming a candidate, forfeit the employment held with the city.

Additionally, city employees may not hold an appointive or elective office of public trust where service would constitute a direct conflict of interest with City employment, *e.g.* Alvin ISD and Brazoria County. Upon becoming a candidate or otherwise deciding to seek or assume such an office, an employee must immediately resign or will be dismissed upon failure to do so.

5.05 Outside Employment

The City's Officers shall not engage in outside employment, including self-employment, where such employment would constitute a conflict of interest or adversely affect the person's job performance unless the Officer discloses the conflict in writing to the City Council prior to, or as soon as practicable, the existence of the conflict.

VI. VACANCIES; EMPLOYMENT

6.01 Announcement of Vacancies; Job Postings

(a) **Vacancies in general.** The CITY MANAGER or his/her designee, or a director with notice to the City Manager or his/her designee, may limit the selection process to qualified City employees, and City employees may be given preference in application and/or consideration.

Directors may designate and appoint employees to serve temporarily in vacant positions of higher classifications; provided, that if such appointment extends over a period more than ninety (90) days, and in absence of extenuating circumstances, it will be the general policy to promote such employees to the advanced position. Step-up pay is at the discretion of the CITY MANAGER or his/her designee. Promotions, demotions and employee reassignments shall be made on the basis of skills, abilities and demonstrated performance.

The city hires employees based on their knowledge, skills and abilities, experience, and other qualifications as they relate to the duties and responsibilities of a position without regard to race, national origin, religion, color, sex, age, citizenship, political affiliation, disability, genetics, veteran's status, or any other characteristic protected by law. It is the desire and intent of management to provide promotional opportunities for employees of the city by offering assistance to interested employees in developing career plans and making applicable training and educational opportunities available.

(b) **Recruitment Requirements.** The recruitment process is initiated by a Department Director submitting a request of staffing to the Director of Human Resources. Job vacancies will normally be posted internally for the benefit of any qualified employee. External recruitment may also be conducted during an internal posting.

After making a decision to hire, the hiring department must submit the appropriate paperwork to the Director of Human Resources, along with the applicable form. Offers for City employment will be communicated by the Director of Human Resources [if applicable] upon receipt of the hiring recommendation and all related paperwork.

The recruitment method for vacant director level positions may be determined by the City Manager or his/her designee on a case by case basis.

(c) **Applications.** Anyone seeking employment, promotion, transfer, or reemployment with the City must complete and submit an official City application for the position desired. All information set forth on an application is subject to verification. Applications will normally be considered active until the vacancy is filled. Applications for employment will be considered by the Director of Human Resources.

(d) **Hiring Process.** Applicants for employment shall be required to submit to an oral interview and may be required to submit to a post-offer physical examination, drug and alcohol examination, and may be required to submit to pre-employment testing and investigation.

(e) **Disqualification.** Applicants will be disqualified from consideration for one or more of the following:

- Failure to meet the minimum qualifications necessary for performance of the duties for the position;
- If they previously worked for the City and are not eligible for rehire, or resigned in lieu of termination;
- If employment will result in a violation of the City's Nepotism Policy;
- Failure to meet minimum age requirement of 16;
- False statements or material omissions on the application form or during the application process;
- Failing any of the City's background and employment requirements including, but not limited to, drug testing;
- The applicant commits or attempts to commit a fraudulent act at any stage of the selection process;
- The applicant is not legally permitted to work in the United States;
- The applicant is unable to perform the essential functions of the job applied for with or without a reasonable accommodation; or
- Any other reason deemed to be in the best interests of the city

6.02 General Requirements

All employment with the City shall be based on merit, ability and fitness for duty, as evidenced by:

- 1) training and experience as reflected by the application form plus other documentary evidence as to certification registration, etc. if required;
- 2) mental examination or performance test, if required; and
- 3) physical examination, if required.

Along with the required physical examination, all prospective employees will be required to undergo testing to be screened for substance abuse. The prospective employee will not be considered for employment should the test prove positive for controlled substances.

Background investigations may be conducted by the Director of Human Resources and/or the Director concerned. The applicant will not be considered for employment for a position for which he or she is determined to be unsuitable based upon the background information.

6.03 Application Process

All persons seeking employment or promotion will be required to complete, sign, and file an application with the Director of Human Resources. Supplies of application forms will be furnished by the City Hall to other departments upon request and are available for the use of individuals interested in applying for employment. The application shall include a release permitting the City free inquiry regarding the employee's background, and all information in the application shall be subject to verification.

In order to comply with the Immigration Reform and Control Act of 1986, all individuals selected for employment after November 6, 1986, must complete a Form I-9. (4 U.S.C. § 1324a.)

6.04 Physical Standards; Medical Examinations

(a) Exam. Except as hereinafter provided, all applicants for employment with a conditional offer of employment may be required to undergo a medical and physical examination by one or more physicians designated by the City. The purpose of the examination will be the determination and certification of physical fitness and ability to perform the duties of the position to which appointment is being considered. Such examinations are to be done after a conditional offer of employment but prior to employment.

The Director of Human Resources shall make the appointments and arrangements for the examination, and matters concerning the initiating and completing of the requirements should be taken up with the Director of Human Resources. All medical and physical examinations required by the City shall be performed at the expense of the City.

The Director of Human Resources will advise the examining medical official regarding any special or unusual requirements of this nature. The examining medical official will complete and forward to the Director of Human Resources a complete report on the prescribed form indicating his or her specific recommendation as to the suitability of the person for the employment in the position indicated.

The City endeavors to provide a safe work environment for all employees. It is the responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential functions of the position, either with or without reasonable accommodation.

(b) Serious Health Condition/Disabilities. The City recognizes that employees with a potentially life-threatening and/or infectious illness or physical and/or mental disabilities may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment. As long as these employees are able to perform the essential functions of their job, with or without a reasonable accommodation, without creating an undue hardship, and medical evidence indicates that their condition is not a direct threat to themselves or others, the City will treat them consistently with other employees.

(c) **Medical Exams for Current Employees-Fitness for Duty.** The Director of Human Resources, or an employee's Department Director (with the prior written approval of the Director of Human Resources) may require a current employee to undergo a medical and/or psychological examination to determine fitness for continued employment, as may be necessary in order for the City to provide a reasonable accommodation; following an injury or accident; and as otherwise permitted in accordance with applicable laws. The employee may be placed on administrative leave with pay pending the medical examination results.

Time Off From Work. Time away from work undergoing a City mandated fitness for duty examination will normally be coded to paid administrative leave, but may be retroactively changed to sick leave, and/or other leave as circumstances warrant as determined by the City Manager or his/her designee or designee.

Return to Work. Before returning to work following a medical and/or psychological examination under this policy, the employee must coordinate the return to work through the Director of Human Resources. *Americans with Disabilities Act, 42 U.S.C. § 12132.*

6.05 Valid Driver's License

The city requires that every employee who operates a city owned [or leased] vehicle, or who drives a privately owned vehicle while carrying out job duties, must maintain a current valid Texas driver's license and an acceptable driving record as determined by the city.

Driving records will be checked prior to employment and periodically throughout the course of employment. Applicants and employees are required to provide the City with any authorizations necessary for the City to perform such a check. More than four (4) moving traffic violations in a twelve (12) month period is considered excessive and will result in failure to hire in the case of prospective employees, and will likely result in removal from driving responsibilities which could result in loss of job, and/or disciplinary action, up to and including termination, of an active employee. In certain instances, two (2) or fewer moving traffic violations in a six (6) month period may also be considered excessive. The Police Department may have stricter standards imposed.

When a special classification of driver's license is required to operate City equipment, it is the employee's responsibility to maintain the required license.

6.06 Polygraphs

(a) Except as otherwise provided herein, no City employee shall directly or indirectly request another City employee to take a polygraph examination; however, the **CITY MANAGER or his/her designee** may require or authorize a polygraph examination for:

- 1) an individual applying for employment, or employed by the City, in the design, installation, and/or maintenance of security systems, or uniformed or plain clothes police or security functions; or
- 2) an individual if there is reasonable suspicion that the individual was involved in an act involving economic loss or injury to the City, such as theft, embezzlement or sabotage.

(b) This policy does not affect or limit the City Police Department's use of polygraphs in criminal investigations, including criminal investigations of City employees. *Employee Polygraph Protection Act, 29 U.S.C. § 2001.*

(c) Subchapter 614, E of the Texas Government Code prohibits requiring polygraph tests of peace officers and applicants under certain circumstances, and those statutes also permit polygraph tests of peace officers and applicants under other circumstances. This policy does not affect or limit the provisions of those statutes, as they may be amended from time to time.

6.07 Minimum Age Requirements

Where an age limit is not otherwise specified by statutory requirements, the minimum age for initial employment may vary in accordance with the duties and responsibilities of the positions and conditions under which they are performed, subject to the following restrictions:

No person under eighteen (18) years of age shall be employed as a regular employee in a budgeted position.

No person under eighteen (18) years of age shall be employed as an employee in any position requiring the operation of a motorized vehicle owned by the City.

The City may employ a person sixteen (16) years of age in a temporary position involving only casual non-hazardous employment if the person and the person's parents furnish the City with appropriate releases.

6.08 Processing New Employees; Bonds; Oaths of Office

At the time of employment, all new employees (or previous employees who are being re-employed) will report to the City Hall for necessary processing and instructions.

Within one (1) week of employment, an employee must sign the acknowledgement form indicating that he or she has received this Handbook.

6.09 Confidentiality of Medical Information

Federal law requires that the city maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, the city maintains a separate medical file for each employee. The Director of Human Resources maintains these confidential medical files.

Examples of information that may be provided to the city by an employee or the employee's health care provider, and maintained in the confidential medical file, include:

- a note to request an absence;
- a note to request a leave;
- a note to verify the employee's ability to return to work;
- medical records to support a claim for sick pay or disability benefits;
- insurance records;
- workers' compensation records; and
- medical history records

The city does not request genetic information from an applicant, employee, or health care provider. The city discourages health care providers from sending genetic information. Any genetic information inadvertently sent to the city will be placed in the employee's confidential medical file maintained by Human Resources.

It is important that employees understand that the records are confidential but that the confidentiality may be waived when the employee provides medical information to the supervisor or the Director of Human Resources. When an employee provides information to the supervisor, the supervisor is expected to share the information only on an "as needed" basis with other members of management.

In addition to protecting their own confidential medical information, employees must also respect the privacy and confidentiality of their coworkers' medical information. Employees are expected to use discretion and judgment when dealing with such information and are to refrain from passing along information, gossip, rumors or anything else that may constitute an invasion of a coworker's privacy or breach of confidence.

6.10 Insurance

Subject to appropriation of funds, the City shall furnish medical, dental, vision, life insurance, and accidental death and dismemberment for each full-time employee, to the extent permitted by the City budget as adopted by the City

Council. Employees are eligible to participate in a Cafeteria Benefit Plan. For details of coverage, see the City's Current Benefits Summary. This insurance is effective 30 days after the full-time, regular employee begins employment with the city and continues so long as the employee remains on the full-time payroll.

Additional supplemental insurance coverage for employees and members of their families, beyond those types (and amounts) provided by the City, may be made available at the employee's expense.

The City also carries a workers' compensation insurance policy. In cases of job-related injuries, provisions and benefits available under workers' compensation are activated.

6.11 Orientation Period

(a) Except for Council appointees, all new employees or re-hires hired to fill regular full-time or part-time positions must satisfactorily complete an orientation period of six (6) continuous months. Additionally, all current employees who are transferred, promoted, demoted, or reclassified to a supervisory position must satisfactorily complete a performance orientation period of thirty (30) days. The orientation period assists the City in maintaining an effective, productive, and efficient workforce to provide quality services to the citizens. Only those employees who meet acceptable performance and other standards during their orientation period will be retained as employees. The orientation period may be extended for additional training as determined by the supervisor. Employees are considered in the orientation period until they have actually performed their regular job duties for at least six (6) continuous months to assure their ability to meet acceptable standards of work performance and behavior for the employee's position.

Each employee serving in the orientation period is responsible for knowing, understanding, and meeting the expectations and standards for the position. In addition, each employee is also responsible for performing the job in a safe, productive, and effective manner within the instructions and established standards for the position. Furthermore, employees are expected to maintain acceptable standards of conduct in their employment. During the orientation period, it is the responsibility of the employee to correct any deficiencies or inadequacies in job performance, or conduct.

(b) **Seasonal/Temporary Employees.** Seasonal and temporary full and part-time employees do not serve a performance orientation period and have no right of appeal when terminated at any time.

(c) **Change In Assignment of Employee serving in the Initial Orientation Period.** Employees serving in the orientation period may not request or make application for reassignment, promotion, or voluntary transfer during the orientation period without written approval from the City Manager or his/her designee, or if requested by their Department Director. If the reassignment, promotion, or transfer is approved, the employee will serve a thirty (30) day performance orientation period in the new position beginning with the date of the position change.

(d) **Absences During Performance Orientation Period.** During the performance orientation period, an employee is eligible to use sick leave for qualifying absences, and may use personal leave for an absence due to illness or injury only if all sick leave has been exhausted. Compensatory time off or recognized holidays during the performance orientation period may be used as approved per established City/departmental policy or practice. Transferred or promoted employees serving in the orientation period retain eligibility for all types of leave established by City policy.

(e) **Orientation Performance Evaluations.** All employees serving in the orientation period shall be constantly evaluated and will receive a performance evaluation(s) in accordance with the "Performance Management Process" policy. These reviews are designed to evaluate each employee's performance and to communicate that performance to the employee. The written reviews include a supervisory recommendation to retain or terminate the employee. Newly hired employees who successfully complete their performance orientation period may receive a salary increase, if budgeted for that position.

(f) **Extensions to Orientation Period.** The performance orientation period may be extended under the following circumstances:

At the end of the six (6) month initial period, the performance orientation period may be extended for up to an additional thirty (30) days when an employee's performance has been marginal due to extenuating circumstances, additional training is warranted, or an employee's absence from work for an extended period of time did not permit an opportunity for adequate assessment of performance. The decision to extend or not to extend an employee's orientation period may not be appealed. If an extension is granted, the employee will be advised in writing and given the date on which the extended orientation period will be completed. Such extension will be at the sole discretion of the Department Director and the Director of Human Resources.

An orientation period may be extended for time spent on an approved Leave of Absence including leaves of absences due to injury or illness or approved Military Leave. The approved extension will normally equal the length of time away from work. Accordingly, each full-day absence incurred by an employee during the orientation period will normally extend the six (6) month orientation period by an additional day.

(g) Successful Completion of Orientation Period - "Regular" Status Granted. An employee is granted "regular" status in the new position if the employee satisfactorily completes the performance orientation period.

(h) Failure of Orientation Period. An employee is considered to have failed the orientation period when it is determined that the employee's fitness, job performance, quality or quantity of work, attendance, or combination thereof, does not meet minimum job performance standards and expectations for the position. Failure of orientation period may occur at any time within the orientation period. An employee who does not successfully complete the orientation period will normally be terminated from the City's employment. If desirable and feasible, the employee may be administratively transferred to a more suitable position at the sole discretion of the City. A transferred or promoted employee who fails the orientation period may, at the sole discretion of the City, be reinstated to the former position provided there is a vacancy and if approved by the affected Department Director(s). Department Directors are responsible for ensuring the thorough written documentation of all cases of failure of the orientation period, including documentation of counseling, training, and other efforts to help employees during their orientation period. All such documentation must be reviewed by the Director of Human Resources before an employee serving in the orientation period can be terminated.

(i) Termination of Employees Serving in the Orientation Period. Employees serving in the initial orientation period are at-will employees and may be terminated at any time during the orientation period, with or without notice or cause. An employee serving in the initial orientation period who is terminated has no right of appeal. These employees are not entitled to progressive levels of discipline. Employees serving in the initial orientation period are otherwise subject to all policies and procedures of the City.

(j) Sexual and Other Unlawful Harassment. Employees serving in the orientation period are subject in all respects to the City's Sexual and Other Unlawful Harassment Policy. Employees serving in the orientation period have no right of appeal. If it is believed that unlawful harassment or discrimination has occurred, such conduct must immediately be reported as set out in City Policy.

6.12 Promotions

Open positions shall be filled with City employees currently on the payroll when possible. This shall not prohibit the City Manager or his/her designee or other supervisory personnel from filling positions with persons not employed by the City.

Promotions shall be made upon the recommendation of the Department Directors with the approval of the City Manager or his/her designee.

Promotions shall be based on qualifications, proven performance, merit, and the ability to perform the duties and responsibilities of the position.

A promotion should not be deemed completed until an orientation period of one (1) month shall have been successfully completed. Should a promoted employee not successfully complete the orientation period, the employee is eligible to return to the previous position held, if available. If no other position is available for which the employee is qualified, the employee will be terminated.

6.13 Searches

The City may conduct unannounced searches or inspections of the work site, including but not limited to City property used by employees such as lockers, file cabinets, desks, and offices, computer and electronic files, social media sites, cell phones, pagers, text messages, whether secured, unsecured or secured by a lock or password provided by the employee. No supervisor has the authority to deviate from City policy. If reasonable suspicion exists, the City may also conduct unannounced searches or inspections of the employee's personal property located on City premises, including vehicles parked on City parking lots.

All searches must be authorized and conducted under the direction of the Director of Human Resources and/or the City Manager or his/her designee. Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination.

6.14 Dress and Appearance

(a) **Appearance.** Employees must, at all times, dress appropriately and professionally and present a clean and neat appearance while at work and while representing the city or conducting City business. Department Directors and supervisors are responsible for enforcing this policy in their respective departments in order to maintain acceptable dress and appearance.

Professional business attire or a required uniform is to be worn when there is a need to present a more formal professional appearance for meetings or special events. Suits, dress shirts and ties (optional) for men and suits or dresses for women are proper attire for personnel scheduled for agenda presentations (i.e., City Council meetings, receptions, etc.). Employees must remember that they are professionals 100% of the time and are dressing for business, not for pleasure. Attire must always reflect a professional business attitude and presence. Police Department employees may be covered under Departmental policies regarding appropriate dress and appearance.

(b) Standards for Work Attire:

- Pants shorter than ankle length, and athletic shoes are not acceptable, unless a special day is declared or as specifically approved by the City Manager or his/her designee or appropriate Department Director as work assignments dictate. Jeans are acceptable if they are free from tears, patches, inappropriate emblems, and are neatly worn.
- Sweat-shirts, sweat pants, or shorts of any type are not acceptable unless a special casual wear or festive occasion is declared by City management or shorts have been approved as part of the standard uniform.
- Flip-flop sandals and "Croc" type shoes are not acceptable.
- T-shirts are not acceptable.
- Women: Skirts and culottes shall be worn no shorter than 4 inches above the top of the knee. Ankle length dress slacks are appropriate. Dress shoes or sandals with a professional length heel are acceptable. Athletic type leggings are not acceptable.
- Men: Knit shirts with collar, banded collar shirts, short sleeve or dress shirts are acceptable. Men are not to wear earrings.

The following are inappropriate:

- provocative or revealing, low cut attire including body-hugging, see-through, or excessively tight fabrics;
- tube top style, bandeaux or spaghetti strap tank tops;
- clothing with unclear or obscene messages or that endorses alcohol, tobacco products, drugs, pornography, or offensive material of any kind;
- wrinkled, ripped and tattered clothing;
- visible tattoos which could be deemed offensive;
- nose rings/studs, eyebrow rings/studs, tongue studs or similar type facial jewelry.

(c) Hair. Hair styles and hair colors must be appropriate to the employee's position and extremes of any type are unacceptable. For example, green hair, mohawk style haircuts, and severely spiked hair are not allowed. Hair, including facial hair, must be clean and neatly groomed at all times. Sideburns may not extend below the ear lobe.

Uniforms. The city may provide Police, Parks and Recreation, and Public Works and other personnel with appropriate uniforms. Employees in jobs that require a uniform will be told how and where the uniforms can be obtained. The city will provide replacement uniforms as necessary. Uniforms must be clean and neat. City-owned or authorized uniforms may not be used outside of work, for personal use or by any third party. City uniforms may be used by City employees in connection with outside employment only with the Department Director's prior written authorization.

Employees who are provided with uniforms are required to wear their uniforms when on duty and keep them in good, clean and serviceable condition. No part of the uniform shall be worn by itself. An employee must wear the entire uniform when on duty. No part of the uniform shall be worn when off duty, except to and from work and City related events.

When an employee terminates, uniforms and any other City equipment which the employee possesses must be returned in good condition before final pay will be authorized. The cost of lost or damaged City property and unreturned uniforms will be deducted from the employee's final pay.

ID Cards. All employees must carry and wear a city issued ID card while on duty. Those employees who are required to wear city issued uniforms that include a name tag, must carry their city issued ID card with them while on duty. All City issued ID cards must be returned when an employee ceases to work for the City and before a final payroll payment is made.

Enforcement. In all cases, the city will make the determination as to acceptable dress, appearance and grooming. Employees should direct questions about appropriate appearance or dress to your supervisor, Department Director, or the Director of Human Resources.

Employees in violation of this policy may be sent home. Under such circumstances, nonexempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. Employees whose grooming or personal appearance violates this policy may be disciplined, up to and including termination of employment.

The Department Director, with approval of the City Manager or his/her designee, may make departmental exceptions to this policy when deemed necessary for business reasons or implement a more restrictive dress and appearance policy.

6.15 Residency Requirements

The City Council has adopted standards pursuant to Section 150.021 of the Texas Local Government Code (Resolution No. 2012-R-10 on May 14, 2012), employees who are likely to be called to work in cases of civil emergency may be required to reside within reasonable response commuting ranges of their places of work. For these purposes, the City Council has established these standards for employees hired after the adoption of such ordinance or resolution. A reasonable response time to a civil emergency is thirty (30) minutes. As a general rule, only those employees who reside within the City or within 15 miles of the City Limits are potentially eligible for a city issued "take-home" vehicle.

VII. ELECTRONIC EQUIPMENT, MEDIA, AND SERVICES POLICY

7.01 Scope of Policy

This policy applies to the use of computers, e-mail, telephones, cellular phones, voicemail, fax machines, radios and wireless devices, wire services, on-line services, and the Internet that are City property, accessed using City computer equipment, accessed via City-paid access methods, and/or used in a manner that identifies the individual as an employee or officer of the City.

7.02 Proper Use of Services

City electronic equipment, media, and services must not be used for knowingly transmitting, retrieving, or storing any communications that are: (1) discriminatory or harassing; (2) derogatory toward any individual or group; (3) obscene; (4) defamatory or threatening; (5) "chain letters"; or (6) for any other purpose that is illegal or against City policy.

The use of City electronic equipment, media, and services is presumed to be work-related. No e-mail or other electronic communication may be sent that attempts to hide the identity of the sender or represent the sender as someone else.

7.03 No Expectation of Privacy; Consent

Employees have no expectation of privacy in their work-related conduct or the use of City-owned or City-provided equipment or supplies. Employees should not expect privacy in the use or content of City electronic equipment, media, and services.

To the extent allowed by law, City officials may monitor usage patterns for voice and data communications (e.g. website accessed, length, and times of day), including, but not limited to, cost analysis, cost allocation, and the management of the City's gateway to the Internet.

To the extent allowed by law, City officials and others are permitted to review an employee's electronic files, messages, and usage to ensure that the City's electronic equipment, media, and services are being used in compliance with the law and this and other policies.

By your continued employment with the City, you consent to work or law enforcement related searches involving city or city-related property, including physical property, and searches of content of City electronic equipment, media, and services.

7.04 Cell Phone Use in the Workplace

The City recognizes that many employees bring cell phones to work. Cell phones may belong to the employee or be provided for the employee's use by the City. The use of cell phones, including those with a camera, at work must not interfere with job duties or performance. Employees must not allow cell phone use to become disruptive or interfere with their own or a co-worker's ability to do their jobs. Employees who use cell phones to violate City policy, including the City's Sexual and Other Unlawful Harassment Policy, will be subject to disciplinary action.

Employees with city-issued cell phones are allowed to use city cell phones for reasonable personal phone calls. At the determination of the City Manager or his/her designee, the city may withdraw the privilege of a city-issued cell phone for any employee and instead provide a flat rate per month as a cell phone allowance to an employee. The employee would be required to obtain and maintain a personal cell phone to be used for city-related business. Any additional expenses would be the responsibility of the employee. Employees acknowledge that information on a personal cell phone may be subject to the **Texas Public Information Act**.

Except in emergency circumstances, employees may not use a cell phone while operating a motor vehicle, including both making and receiving phone calls and texting, if the phone is equipped with a texting feature. All employees must, when asked by the City, consent to a request to provide the City access to all cell phone and text message

records. Employees using City-issued cell phones have no expectation of privacy in either cell phone calls, pictures, text messages, location, or other information contained or generated by these telephones.

7.05 Texas Public Information Act

Employees are advised that records related to calls and text messages made and received on City owned cellular telephones or business calls made on personal cell phones are public information. Information related to telephone numbers called, length of call, and time and date of call as well as the text message itself may be obtainable through the Texas Public Information Act except in narrowly defined circumstances.

7.06 Monitoring of Cell Phone Calls

Employees should be aware that cellular telephone calls are not secure and can be monitored. It is a crime for a third party to intentionally monitor cell phone conversations without the consent of one of the parties to the conversation.

Inadvertent monitoring of private cellular conversations is possible. Caution should be used whenever confidential or sensitive information must be discussed on a city-provided cell phone.

By your continued employment with the City, you acknowledge you are aware of and you consent to monitoring of cell phone calls by the City.

7.07 Electronic Communications and Systems Access Use

The city may provide computer networks, Internet access, instant messaging, email, telephones, cell phones, digital cameras, voice mail, and fax communication systems for use by City employees in the performance of their job duties. These communication devices are referred to collectively in this policy as “electronic communications systems” or “systems.” These electronic communications systems are designed to support and enhance the communication, research and information capabilities of City employees and to encourage work-related communication and sharing of information resources within the city. This policy governs user behavior pertaining to access and usage of the City’s electronic communications systems. This policy applies to all City employees, contractors, volunteers and other affiliates who use the City’s electronic communications systems. The City’s electronic communications systems access must be used in a professional, responsible, efficient, ethical and legal manner.

Internet, Instant Message and E-mail Access. Users desiring Internet, instant messaging and/or email access must obtain written permission from their Department Director and provide it to the City Manager or his/her designee. Users must acknowledge an understanding of this policy and its guidelines as a condition of receiving an Internet, instant message and/or email access account. Failure to adhere to this policy and its guidelines may result in suspending or revoking the offender's privilege of access and/or other disciplinary action under City policies, up to and including termination of employment.

Acceptable Use. Acceptable uses of the City’s electronic communication systems are limited to those activities that support reference, research, internal/external communication and conducting City business in line with the user's job responsibilities. Network users are encouraged to develop uses which meet their individual needs and which take advantage of the City’s internal network function. The city prohibits connection to sites or forwarding of information that contain materials that may be offensive to others including, but not limited to, sites or information containing sexually explicit material.

Users must understand that use of any City-provided, publicly accessible computer network such as the Internet, instant messaging and email is a privilege. Minimal personal use of the Internet, instant messaging or email and other electronic communications systems is allowed under this policy as long as such use is not excessive and does not impede job performance or the performance of City business. The City is not responsible for personal communications sent on its electronic communications systems. Supervisors cannot alter the restrictions of this policy.

Unacceptable Uses of Electronic Communications Systems include:

- Using profanity, obscenity, or other language which may be offensive or harassing to other coworkers or third parties.

- Accessing, displaying, downloading, or distributing sexually explicit material.
- Accessing, displaying, downloading or distributing profane, obscene, harassing, offensive or unprofessional messages or content.
- Copying or downloading commercial software in violation of copyright law.
- Using the systems for financial gain or for any commercial activity unrelated to City business.
- Using the systems in such a manner as to create a security breach of the city network.
- Looking or applying for work or business opportunities other than for internal City postings.
- Accessing any site, or creating or forwarding messages with derogatory, inflammatory, or otherwise unwelcome remarks or content regarding race, religion, genetics, color, sex, national origin, age, disability, age, physical attributes, or veteran status.
- Transmitting or sharing information regarding a coworker's health status without permission
- Expressing opinions or personal views that could be misconstrued as being those of the city.
- Expressing opinions or personal views regarding management of the city or other political views
- Using the electronic communication systems for any illegal purpose or in any way that violates City policy or is contrary to the City's best interest.
- Excessive use of bandwidth (such as by watching movies, downloads, etc.) not for city business

Filtering. The city uses software to filter Internet and instant message content for all employees. These filters are designed to prevent the viewing, sending, or any of the following types of content:

- Violence/Profanity
- Full or partial nudity
- Sexual or deviant acts
- Satanic/Cult
- Militant/Extremist
- Illegal activities

The City will review this filtering on a periodic basis and may modify this list of prohibited content without notification to City employees, contractors, volunteers or other affiliates. The City Manager or his/her designee may grant exceptions and exemptions to Internet and instant messaging filtering only after a review of the requested information has been conducted and a determination that the City's current filtering practice impedes the requestor's ability to perform his/her job duties.

Responsibility. The person in whose name a City provided Internet, email or other electronic communications system account is issued is responsible at all times for its proper use, regardless of the user's location. Exchanges that occur in the course of conducting City business on the City's electronic communications systems will be considered a communication of the City and held to the same standards as formal letters.

No Right of Privacy/Monitoring. Users of City electronic communications systems may not assume they are provided any degree of anonymity and employees have no right to privacy with regard to such systems. Personal passwords are not an assurance of confidentiality. The Internet itself is not secure. To ensure proper use of its electronic communications systems, the city will monitor their use. Management staff has the ability and will, with or without advance notice, monitor and view usage, including but not limited to: employee email, voice mail and instant messages, text messages, information and material transmitted, received or stored using City systems and user Internet access and usage patterns to assure that the City's Internet resources are devoted to maintaining the highest levels of productivity, as well as proper use and compliance with this policy. Misuse is subject to disciplinary action.

Copyright Restriction. Any software or other material, including music, downloaded onto a city computer may be used only in ways consistent with the licenses and copyrights of the vendor, author or owner of the material. Prior written authorization from the City Manager or his/her designee is required before introducing any software into the City's computer system. Employees may not download entertainment software, games or any other software unrelated to their work.

7.08 Social Networking

An employee's use of social media, both on and off duty must not interfere with or conflict with the employee's duties or job performance, reflect negatively on the City or violate any City policy. The intent of these standards is to regulate the creation and distribution of information concerning the City, its employees and citizens through electronic media, including, but not limited to online forums, instant messaging and internet social media and blogging sites. Protecting the City's reputation and ensuring that an employee's communication with people outside the City, not only reflects positively on the employee as an individual, but also on the City.

Personal use of the Internet is a privilege and carries responsibilities requiring responsible and ethical use. The City may monitor an employee's access, use, and postings to the Internet, including from personal computers, to ensure compliance with internal policies, support the performance of internal investigations, assist management of information systems, and for all other lawful purposes. The City expects all employees to follow the Guidelines below when posting information on the Internet, regardless if done during or after work hours. This policy encompasses: wikis, tweets and twittering, Facebook, Myspace, LinkedIn, blogs, and other online journals and diaries; bulletin boards and chat rooms, microblogging and all other social networking sites, instant messaging and the posting of video on YouTube and similar media, as well as City-operated networks.

This policy should be read and interpreted in conjunction with other City policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior and the City's Electronic Communications policy. Violations of the City's Social Networking Policy may lead to disciplinary action. The City provides an effective system for employee complaints "off-line" through the City's Grievance policy without resorting to social media.

Employee Guidelines

- Any blogging or posting information on the Internet, must comply with the City's guidelines (as listed below), regardless of where the blogging or posting is done.
- Blogging, or posting information of a personal nature on the Internet, is prohibited during work hours. Employees are not permitted to engage in social networking while using any of the city's electronic resources.
- Never disclose any confidential information concerning another employee of the City in a blog or other posting to the Internet. Posting of confidential information may violate state law and subject the user to criminal penalty. All requests for City documents must be processed through the Public Information Act.
- Employees must abide by all federal and state law and policies of the City with regard to information sent through the Internet.
- If the employee's social networking includes any information related to the city, the employee must make it clear to the readers that the views expressed are the employee's alone and not reflective of the views of the city.
- Employees must obtain written authorization from the City Manager or his/her designee to update or post on behalf of the City and all content must be approved prior to posting. In which case the employee must disclose their relationship to the City in accordance with FTC guidelines. All of the employee's time spent updating or posting on behalf of the City and as part of the employee's job duties is compensable time that must be reported and counted in the calculation of overtime.
- No use of wikis, tweets and twittering, Facebook, Myspace, LinkedIn, blogs, and other online journals and diaries; bulletin boards and chat rooms, microblogging and all other social networking sites, instant messaging and the posting of video on YouTube and similar media, as well as City-operated networks is considered private or confidential even if password protected or otherwise restricted. The City reserves the right to access, intercept, monitor and review all information accessed, posted, sent, stored, printed or received through its communications systems or equipment at any time.
- Employees are encouraged to act responsibly on and off duty, and to exercise good judgment when using social media.
- Respect coworkers and the city. Do not put anything on your blog or post any information and /or pictures on the Internet that may defame, embarrass, insult, demean or damage the reputation of the city or any of its employees.
- Do not put anything in your blog or post any information and/or pictures that may constitute violation of the City's Harassment policy. Do not post any pornographic pictures of any type that could identify you as an employee of the city.

- Do not post pictures of yourself or others containing images of City uniforms or insignia, City logos, City equipment or City work sites, unless you are posting them on the city official website as part of your job duties.
- Do not post information on the Internet that could adversely impact the city and/or an employee of the city.
- Do not permit or fail to remove postings violating this policy, even when placed by others on the employee's blog. Recognize that postings, even if done off premises and while off duty could have an adverse effect on the City's legitimate business interests.

Individual supervisors do not have the authority to make exceptions to these guidelines.

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VIII. ATTENDANCE, ABSENCES & COMPENSATION

8.01 Accounting and Time keeping;

(a) **Responsibility.** Directors are responsible for maintaining records relative to all forms of leave, attendance and absence of their employees due to any cause and whether with or without pay. Proper indications by the use of appropriate symbols, such as the cause of absence, will be made on department payroll and/or any other required records set up from time to time under special operating rules. Each department will be responsible for the designation of one or more capable employees who, as part of their regular duties, will keep and certify as to the accuracy of daily records covering all forms of attendance and absence of each of their employees. Such records constitute the basis for preparation of departmental payrolls (when the payroll form itself is not actually used as the basic record), and will be preserved by departments in accordance with the City's record retention policy.

Certification of records will be by means of signing or initialing individual time cards, departmental payrolls, or other such records. Directors must check attendance records and payrolls in order to ensure that salary and wage expenditures stay within budgetary limits.

The Director of Human Resources is responsible for certifying as to the compliance of departments with the requirements and policies established by the officials as to the conformity with the established policies governing personal leave, sick leave, retirement, etc.

(b) **Attendance Records.** Employees are expected to be at their workstations and ready to work at their scheduled start time. Nonexempt employees are required to record the number of hours worked each day, as well as the time they arrived to work, the time they left for and returned from lunch, the time(s) they left for and returned from any unpaid break during the work day, and the time they leave work each day. Exempt employees are required to document hours worked each day as well as any time off. This documentation is for reporting purposes only and not for compensation.

(c) **Attendance and Punctuality.** To maintain a safe and productive work environment, the city expects employees to be reliable and punctual in reporting to work. Absenteeism and tardiness are disruptive and place a burden on the city and on co-workers. Either may lead to disciplinary action, up to and including termination of employment. In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, the employee must personally notify the supervisor as soon as possible in advance of the anticipated tardiness or absence in accordance with departmental procedures. The employee must disclose to the supervisor the date and time of anticipated return. The employee must personally notify the supervisor on each day of absence for absences of a day or more unless the supervisor expressly waives this requirement.

In most instances, an employee who fails to properly notify the supervisor in advance of an absence or tardiness will be subject to disciplinary action up to and including termination. An employee who fails to notify the city of an absence of three days or more may be presumed to have voluntarily resigned employment.

8.02 Wages and Hours

(a) **Pay Plan.** Wages, salaries and working schedules for various positions shall be in general accordance with the provisions of the official pay plan currently in effect including amendments thereto and within the limitations of the financial provisions of each department as approved by the City Manager or his/her designee for each fiscal year. Salary is based on a total number of regular hours worked per year.

The city's pay period is bi-weekly. Timesheets indicating hours worked or leave taken over the past two weeks are due no later than Monday. Payroll is issued on the Friday after the two week pay period. In the event that a payday falls on a city holiday or a weekend, payroll will be distributed on the previous workday.

(b) **Direct Deposit.** The City Manager or his/her designee will determine an appropriate date after this personnel policy has been adopted when all payments to employees, including, but not limited to payroll and expense reimbursement payments, will be made by electronic (ACH) direct deposit. Employees will be required to furnish account information to the City so that these electronic payments can be processed. After the use of direct deposit for

payments has begun, no payments by paper check to employees will be produced unless approved by the CITY MANAGER or his/her designee .

(c) Regular Work Hours. Nonexempt employees of the City normally work 40 hours in a seven-day workweek. Exempt employees may be required to work in excess of 40 hours in certain weeks as necessary to properly perform the duties assigned. The salaries for exempt employees are determined and established in accordance with this assumption. Exempt employees are not eligible for overtime compensation. The work week begins at 12:01 a.m. on Monday, and ends at 12:00 a.m. on Monday. The regular workday normally begins at 8:00 a.m. and ends at 5:00 p.m., although employees in some departments may have different work hours, if approved by the City Manager or his/her designee. On Friday's City Hall hours will be 8:00 a.m. and end at noon (Amended 11-18-19). In times of disaster or emergency, working hours shall be determined by the City Manager or his/her designee.

(d) Adjustment to Work Hours. In order to assure the continuity of City services, it may be necessary for Department Directors to establish other operating hours for their departments. Work hours and work shifts must be arranged to provide continuous service to the public. Employees are expected to cooperate when asked to work overtime or a different schedule. Acceptance of work with the city includes the employee's acknowledgement that changing shifts or work schedules may be required, and indicates that the employee will be available to do such work.

(e) Overtime. Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour requirements, but Section 8.08 provides for additional overtime pay in certain holiday circumstances (2-22-21). Exempt employees are not paid overtime compensation.

(f) Non-Exempt Employees. When the City's operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime, at the request of their supervisor. When possible, advance notification of mandatory overtime assignments will be provided. Overtime assignments will be distributed as equitably as practical to all non-exempt employees qualified to perform the required work. Refusal or other failure to work mandatory overtime may result in disciplinary action up to and including termination of employment. Overtime work is otherwise subject to the same attendance policies as straight time work.

All non-exempt employees must receive their supervisor's and Department Director's prior authorization before performing any overtime work. This means employees may not begin work prior to their scheduled work day, and may not continue working beyond the end of their scheduled workday, without prior authorization from the appropriate supervisor. Similarly, employees may not work through their lunch break without prior authorization from the appropriate supervisor. On the employee's time sheet, the appropriate supervisor must also approve any overtime before the time sheet is submitted for processing and payment. Non-exempt employees shall not remain on the work premises without authorization unless they are on duty or are scheduled to begin work within a short period of time. Non-exempt employees who work overtime without receiving proper authorization will likely be subject to disciplinary action, up to and including possible termination of employment.

Generally, overtime pay for non-exempt employees is at the rate of 1-1/2 times the employee's regular hourly rate of pay for hours actually worked in excess of 40 in the City's workweek. (The City's workweek begins at 12:01 a.m. on Monday and ends at 12:00 a.m. the following Monday.) An employee's regular hourly rate includes all pay incentives, such as longevity, assignment pay, etc.

Time off on account of personal leave, paid holiday leave, sick leave, jury duty leave, witness duty leave, bereavement leave, or any other leave of absence is not considered time worked for purposes of performing overtime calculations.

Employees are required to report to the City Manager or his/her designee, or his designee, any time they are improperly required to work "off the clock" without pay.

(g) Compensatory Time. At the City's discretion non-exempt employees may accrue compensatory time in lieu of being paid overtime compensation, and the City's right to make this choice governs and controls over any provision providing for overtime compensation. All employees are subject to a cap of 240 hours. Overtime hours worked beyond the applicable cap must be paid or flexed, as described below. Compensatory time accrues at a rate of 1 1/2 hours for every hour of overtime worked by non-exempt employees. Comp time accruals are to be monitored at the department level and maximum hours accrued will be restricted based on the requirements of this policy. All compensatory time earned must be documented on the employee's compensatory time log.

An employee who has accrued compensatory time and requests use of such time must be permitted to use the time off within a "reasonable period" after making the request, if it does not "unduly disrupt" the work of the department. If use of requested comp time would be disruptive, the department may elect to pay the employee in lieu of approving the requested time off. The city may, at any time, elect to pay a non-exempt employee for any or all of the employee's accrued comp time. The city may also require employees to take time off in order to reduce their accrued comp time. Otherwise, compensatory time off may be used the same as leave time.

(h) Payment of Compensatory Time. All employees who are reclassified from a non-exempt position to an exempt position will be paid all accrued comp time upon approval of the reclassification and will cease to be eligible for any additional overtime and/or comp time. Likewise, an employee who is promoted, transferred or demoted to another non-exempt position will be paid in full for any comp time accrued before the promotion or demotion becomes effective. Upon leaving employment with the City, a non-exempt employee will be paid for unused comp time at the employee's current base hourly rate.

NOTE: Exempt employees are not eligible to accrue compensatory time.

(i) Flex-time Work Schedule. In situations where overtime payment is not feasible due to budgetary constraints, the Department Director or supervisor must consider flexing the employee's work schedule in an effort to minimize the need for overtime compensation. Flexing must be completed within the same workweek or work cycle (if under the 207(k) exemption of FLSA) that the overtime was worked and must be accurately reflected on the affected employee's time record.

(j) Exempt Employees. Exempt employees are those who are not covered by the overtime requirements of the FLSA. Accordingly, exempt employees are not entitled to overtime compensation for work performed beyond 40 hours in a workweek. Exempt employees are expected to put in the hours necessary to complete their assignments with an acceptable level of quality in a timely manner.

"Docking" an exempt employee's pay for a partial day's absence will be permitted only as authorized by law and approved by the Director of Human Resources.

Absent accrued paid leave time, an exempt employee need not be paid for any workweek in which no work was performed.

It is the policy of the City not to make improper deductions from an exempt employee's pay. Any exempt employee who believes an improper pay deduction has been made, must immediately notify the Director of Human Resources. The City will promptly reimburse an exempt employee for any improper deduction(s) and will make a good faith commitment to comply in the future.

(k) Police Officer 7(k) Exemption. (Amended 4-20-20.) Notwithstanding the foregoing, the City has adopted the "7(k) exemption" of the Fair Labor Standards Act (FLSA) and provides for a maximum 86 hour pay period for police officers. Any and all of the rules and regulations contained herein still apply where not in conflict with this section. If there is any conflict between this section and the general rules and regulation of this Handbook, this section shall prevail.

FLSA: The FLSA requires that all covered nonexempt employees be paid overtime pay at no less than time and one-half their regular rates of pay for all hours worked in excess of 40 in a workweek. Section 7(k) of the FLSA provides that employees engaged in law enforcement may be paid overtime on a "work period" basis. A "work period" may be from 7 consecutive days to 28 consecutive days in length. For work periods of at least 7 but less than 28 days,

overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 171 (police) as the number of days in the work period bears to 28. For example, law enforcement personnel must receive overtime after 86 hours worked during a 14-day work period.

Work week: For most non-exempt employees, the City's work period is defined as the seven (7) days period beginning at 12:01 a.m. Monday and ending at midnight Sunday. For non-exempt fulltime paid police officers, the work period shall be a 14-day period beginning Monday at 12:01am and ending at midnight Sunday. Overtime worked will be paid the next pay period after being earned. Police officers shall receive overtime after 86 hours worked during a 14-day work period.

Holidays: Most non-exempt employees working on city holidays are compensated at straight time plus 8 hours, unless the employee has already worked 40 hours in that pay period. For purposes of administering the 14-day work period, police officers will be compensated for working city holidays at straight time, unless the hours worked result in more than 86 total hours in the work period. Holiday compensation will be provided through an hourly holiday bank system.

Holiday bank system: For most non-exempt employees, holidays are accumulated on a monthly basis but for purposes of administering the 14-day work period, police officers will be provided "front loaded" holiday hours allocated in advance, which must be taken as follows:

This holiday leave must be taken as follows:

- 48 hours between January 1 to April 30
- 24 hours between May 1 to September 30
- 48 hours between October 1 to December 31

If an employee fails to take the holiday leave between the above scheduled times, the employee will lose the right to take the leave.

Employees will start to accrue holiday leave after their initial hire date. Holidays prior to the initial hire date will not be counted as leave.

Benefit time use will be hour for hour (Example: 24-hours taken off would require 24-hours of vacation/holiday to be used).

8.03 Longevity Compensation

The city will pay a regular full-time employee annually for each year of service, in addition to other money paid for services rendered, longevity pay in an amount budgeted by City Council. Longevity pay will be based upon the number of years the employee has worked for the City and will be paid the last pay period in November. An employee will be eligible to receive longevity pay upon completing one year of service. Longevity will not be prorated upon the termination of employment with the City, whether termination is voluntary or non-voluntary.

8.04 Authority for Absences

No City employee shall be absent from his or her regularly scheduled duties except by authority of the employee's Director or other responsible supervisor. An employee who is absent from work due to any reason beyond his/her control is responsible for reporting his/her absence and its reason to the Director or other responsible supervisor as soon as possible after the beginning of the employee's assigned shift or regular schedule of duties. Whenever possible, the City Manager or his/her designee must approve all absences for periods in excess of two weeks.

8.05 Sick Leave

(a) Notification. Sick leave is paid time away from work due to a bona fide illness or injury that prevents the employee from working, for visits to the doctor or dentist, or to care for certain family members who are ill or injured. Employees who are unable to work due to illness or injury or other situations covered by this policy must immediately notify the appropriate supervisor in accordance with the procedures adopted by their department.

(b) Eligibility. All full-time employees begin accruing paid sick leave upon employment. Part-time, temporary, and seasonal employees do not accrue sick leave. Full-time employees who are in their initial orientation period may use accrued sick leave only if approved by their supervisor and/or Department Director. An employee who is released for and offered light duty by the city, but who elects not to accept such assignment, will generally be ineligible for paid sick leave benefits.

(c) Accrual Rate. (Amended 7-19-21) Sick leave for employees shall be allotted on the anniversary of the date of hire at the amount of 96 hours. Sick leave hours shall expire each year at the anniversary date of hire.

(d) Sick Leave Pool (Amended 7-19-21). Employees eligible for personal leave will deposit all unused sick time into the sick leave pool on the date of their anniversary. The time being deposited to the bank must be presented to the accountant in writing on the anniversary date. Hours in the sick leave pool shall be paid at the receiving employee's base rate. Sick leave pool withdrawals will be capped at 40 hours unless otherwise approved by the City Manager or their designee. Once deposited, hours may not be returned to the depositing employee. **Any employee that does not contribute to the bank will not be eligible to pull from the bank.**

(f) Authorized Use of Sick Leave.

For the employee. Accrued sick leave may be used for absences due to the employee's bona fide personal illness, accident, injury that prevents working, or birth of a child (if the employee physically gave birth; otherwise use of sick leave for childbirth falls under the section below).

For the employee's immediate family. Sick leave may also be used for absences when needed to care for a member of the employee's immediate family who is ill or injured. An employee can initially use up to 40 hours of accrued sick leave to care for immediate family members. If additional time is needed, employees must first use all accrued compensatory time, accrued holiday leave and then accrued personal leave before any remaining accrued sick leave can be used. For purposes of this policy, "immediate family" is defined as the employee's parent, current spouse, and children/stepchildren. In the event of a life-threatening illness or injury of the employee's family member who does not meet the definition of "immediate family," the Department Director (and in the case of Department Directors, the City Manager or his/her designee) may allow the employee to use up to 24 hours of accrued sick leave. Sick leave may also be used by employees for their own and /or their immediate family's scheduled doctor and dentist appointments.

Minimum Increments. Sick leave must be taken in minimum increments of one hour. Sick leave taken in increments of less than one hour should be made up within the same work week.

(g) Failure to Report Absence/Abuse of Sick Leave. Supervisors closely monitor use of sick leave. It is anticipated that employees using paid City sick time for their own illness/injury or that of a family member will use their sick leave time to recuperate or care for their family member. Trips to the doctor or hospital stays/visits, which take the employee away from the home, are acceptable, but other personal pursuits during paid sick leave will be considered an abuse of this policy. Abuse of sick leave, including use of sick leave for anything other than an illness, injury, or doctor/dentist appointment as provided for in this policy, may result in immediate disciplinary action, up to and including termination of employment, and may also render the employee ineligible for paid sick leave benefits. Similarly, employees who fail to timely report an absence or tardiness due to illness, injury, or doctor/dentist appointment may be disqualified from using sick leave for their absence.

(h) Use of Sick Leave Before/After a Holiday. If an employee takes sick leave immediately prior to or after a holiday:

- 1) A doctor's excuse for each day taken may be required or an employee may not be paid for the time off. This requirement will be at the discretion of the City Manager or his/her designee or Department Director.
- 2) Should this practice become a habit for an employee, prompt termination or disciplinary action will take place.

(i) **Other Employment During Sick Leave.** Employees on sick leave, whether paid or unpaid, may not work a second job, including self-employment or participate in volunteer work, during the period of leave, even if they have written authorization from their Department Director to work a second job. Exceptions to this policy must be obtained in writing from the Department Director and the Director of Human Resources. See Outside Employment Policy.

(j) **Use of Other Leave.** If approved by the Department Director (and in the case of Department Directors, by the City Manager or his/her designee), employees who have successfully completed their initial orientation period may use accrued personal leave, compensatory time, other accrued paid leave, or leave of absence without pay, but only if an employee has no accrued sick leave time. Official holidays observed by the City while an employee is on approved paid sick leave will be treated as a paid holiday, rather than a day of sick leave, if the employee is eligible for the paid holiday. Under certain circumstances and with the approval of the Department Director/supervisor, the employee may flex the work schedule ("flex time") to attend to medical or dental appointments. This is acceptable provided that work time is accurately recorded on the time sheet for the week or work cycle in which flex time was approved. Under no circumstances can flex time to make up time missed extend beyond the affected workweek, or work cycle.

(k) **Documentation.** Employees requesting paid sick leave must complete a form and submit it to their supervisor for approval. An employee must present satisfactory proof of illness/injury that prevents the employee from working whenever sick leave for 3 or more consecutive work days is used, and at any other time if requested by the city. An employee may also be required to present satisfactory proof of family relationship and/or satisfactory proof of a family member's illness, injury, and/or doctor/dentist appointment if the employee wishes to use accrued sick leave to care for a family member. If the employee fails to present such proof in a timely manner, use of sick leave will be disallowed and no other paid leave may be used for the absence. Abuse of sick leave may result in discipline up to and including termination of employment.

(l) **Payment For Unused Sick Leave.** No employee shall be entitled to payment in lieu of using sick leave time.

(m) **Sick Leave at Separation.** At the time of separation, the city will not pay any accrued sick time. The city will not restore sick leave in the event of rehiring.

8.06 Personal Leave (Vacation)

(a) **Accruals.** (Amended 11-18-19) To encourage employees to take personal leave throughout the year, regular full-time employees shall receive all allotted leave on their anniversary of the date of hire of each year. New full-time employees shall receive their hours after 6 months. Personal leave hours are allotted at the following rate:

Years of Service	Hours of personal leave per year
½-1 year	40 hours
1-4 years	80 hours
5-9 years	120 hours
10-19 years	160 hours
20+ years	200 hours

An employee may not use any accrued personal leave until successfully completing the initial employment orientation period unless approved by the City Manager or his/her designee.

Regular part-time, temporary, and seasonal employees do not earn personal leave.

Official City-observed holidays occurring while an employee is on approved paid leave are considered paid holidays and do not affect personal leave balances. Paid personal leave is not considered hours worked for purposes of performing overtime calculations. Only scheduled working days taken off shall be counted as personal days.

(b) Use and Scheduling of Personal Leave. Personal leave is an earned benefit intended to provide employees with paid time away from the work environment to pursue activities that will promote the well-being of the individual. Personal leave may also be used for purposes of attending to personal business, extension of sick leave when sick leave is exhausted, inability to get to work because of inclement weather, or for other purposes, and may be taken in four (4) hour increments. Employees must schedule their annual personal leave in accordance with their Department's guidelines governing employees scheduling and utilizing the personal leave form. Whenever possible, personal leave time will be scheduled at the convenience of employees. However, Department Directors must be certain that personal leave does not interfere with the normal functions and activities of department operations. Whenever possible, employees are encouraged to submit their preferred personal leave schedule to the appropriate supervisor as far in advance as possible to relieve any scheduling problems that may develop. To ensure proper payment of personal leave pay, employees must make sure they have an approved personal leave request on file before leaving on personal leave. No more than ten (10) consecutive days of personal leave time may be taken off, unless the **CITY MANAGER or his/her designee** grants an exception.

(c) Maximum Accruals. (Amended 7-19-21) An employee can carry over up to a maximum of 40 unused hours each year on their anniversary date of hire. If the needs of the city and/or Department preclude the taking of a scheduled personal leave, the Department Director may defer an employee's scheduled personal leave. In such cases, the Department Director shall grant the employee's deferred personal leave within thirty (30) days or payment will be made to the affected employee for the deferred personal leave hours. In the event that the employee's anniversary date occurs within this thirty (30) day period, the scheduled personal leave hours will not expire until the end of the thirty (30) day period. All personal leave carryover must be forwarded in writing to Payroll before the employee's anniversary date.

(d) Compensation for Personal Leave. (Amended 11-18-19) Personal leave is paid at the employee's base rate at the time of use. It does not include overtime or any special forms of compensation. Personal leave time is paid only for hours the employee would ordinarily have worked. Employees will not be paid for any unused personal leave, except upon separation of employment, as stated below, or if an employee is precluded from taking a scheduled personal leave due to City and/or department needs as set out above.

Upon termination, retirement, resignation when 10 days of notice is given, or death, an employee in good standing shall be paid for unused at the rate of pay the employee was receiving at the time of separation. For purposes of this policy, an employee is not in "Good Standing" if he or she is under threat of disciplinary action due to a sustained violation of City policy or other illegal or improper activities that adversely affect the employee's ability to perform their job.

Only employees who have successfully completed their one year of employment with the City are entitled to this payout provision upon separation.

(e) Definitions

Compensable Hours - The hours worked or taken in a month must equal 160 for full-time employees.

Work Day – A "work day" is defined for personal leave as an 8-hour period for all employees.

8.07 Military Leave.

(a) Laws. The city complies with all state and federal laws relating to employees in reserve or active military service and does not discriminate against employees who serve in the military. Temporary employees who have brief or non-recurrent positions with the City and who have no reasonable expectation that their employment with the City will continue indefinitely or for a significant period of time are generally ineligible for extended paid military leave in excess of 15 days, reemployment rights, or any other military leave benefits under this policy.

This policy covers employees who serve in the uniformed services in a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

(b) Notice to City of Need for Leave. Employees must provide as much advance written or verbal notice to the

city as possible for all military duty (unless giving notice is impossible, unreasonable, or precluded by military necessity). Absent unusual circumstances, such notice must be given to the city no later than 24 hours after the employee receives the military orders. To be eligible for paid military leave, employees must complete and submit a military leave form along with the official documents setting forth the purpose of the leave and, if known, its duration. The military leave form must be turned into the Department Director and the Director of Human Resources as far in advance of the leave as possible.

(c) Paid and Unpaid Leave for Training and Duty.

Full Pay for Up to 15 Days. Employees will be paid for military absences of up to a maximum of 15 work days per fiscal year. Shift employees will be transitioned to a 40-hour work week during military absences. This leave may be used when an employee is engaged in National Guard or U.S. armed forces reserve training or active military duty ordered or approved by proper military authority. The paid leave days may be consecutive or scattered throughout the year.

Other Paid Leave. Employees who have exhausted all available paid military leave may, at their option, use any other available paid leave time (i.e., personal leave, holiday leave and compensatory time) to cover their absence from work.

Unpaid Leave. After an employee has exhausted all available paid military leave (including any other paid leave time that the employee chooses to use to cover a military absence), the employee will be placed on leave without pay.

Benefits. The city will continue to provide employees on paid military leave with most City benefits.

Medical, Dental, and Vision Insurance. While an employee is on paid military leave (or any military leave of less than 31 days), the city will continue to pay its portion of the monthly premium for group health benefits, if such benefits are otherwise available. When military leave is unpaid, the employee may elect to continue group health coverage for up to 24 months following separation of employment or until the employee's reemployment rights expire, whichever event occurs first, for the employee and eligible dependents.

Upon an employee's return to employment following military service, the City will provide health insurance coverage immediately. In addition, a returning employee will not be subjected to exclusions from coverage unless the exclusions apply to injuries or conditions that were incurred as a result of military service.

(d) Other Benefits. While on *paid* military leave, employees continue to accrue personal, sick leave and other benefits provided to other employees on paid leave. The City will also continue to pay the premium for any City-provided life insurance while the employee is on *paid* military leave. While on unpaid military leave, employees are generally ineligible for most City-provided benefits. Benefits, such as personal and sick leave, do not accrue while an employee is on unpaid leave, including unpaid military leave. While on unpaid military leave, benefit accruals will be suspended and will resume upon the employee's return to active employment. Once an employee returns to work following an unpaid leave, the employee will be treated as though continuously employed for purposes of determining benefits based on length of service, such as personal accrual and longevity pay.

(e) TMRS. Typically, an employee's period of uniformed service is deemed to constitute service for purposes of vesting and benefit accrual. Thus, employees earn service credit for time spent on active-duty military leave. Service time is credited when an employee returns to work. To qualify for service credit, an employee must: return to work for the city within 90 days after discharge; receive an honorable discharge; and timely complete the necessary application. In order to receive monetary credit, an employee has the lesser of 5 years or 3 times the length of the military service to make up any TMRS contributions that were missed while on military leave.

(f) Returning from Leave.

Return to Work: A person returning from service must report back to work or apply for reemployment within the time constraints prescribed by USERRA. The City shall re-employ a returning veteran according to the provisions of USERRA. Civil service employees shall be required to meet additional requirements in Chapter 143 of the T.L.G.C. before being reinstated.

Deadline to Notify City of Intent to Return to Work. The deadline for an employee to return to work and/or notify the City that the employee intends to return to work following military leave depends upon how long the employee's military service lasted:

- A) For service of less than 31 days, employees have 8 hours following their release from service to report for their next scheduled work period.
- B) For service between 31 days and 180 days, employees have 14 days following their release from service to apply for reemployment.
- C) For service of more than 180 days, employees have 90 days following their release from service to apply for reemployment.

These deadlines may be extended for 2 years or more when an employee suffers service-related injuries that prevent the employee from applying for reemployment or when circumstances beyond the employee's control make reporting within the time limits impossible or unreasonable.

Required Documentation. To qualify to return to work, an employee returning from leave must provide documentation of the length and character of his/her military service. Also, evidence of discharge or release under honorable conditions must be submitted to the City if the military leave lasted more than 31 calendar days.

8.08 Holiday Leave (Amended 11-18-19)

The city provides paid holidays to employees serving in the initial orientation period and regular full-time. Every other employee is extended the official holiday, but without pay. The following official holidays will be observed:

New Year's Day (January 1)
Martin Luther King Day (third Monday in January)
Presidents' Day (third Monday in February)
Texas Independence Day (March 2)
San Jacinto Day (April 21)
Good Friday
Memorial Day (last Monday in May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (first Monday in September)
Election Day (Tuesday after the first Monday in November)
Veterans' Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Day after Thanksgiving (Friday after Thanksgiving)
Christmas Eve (December 24)
Christmas Day (December 25)

If one of the designated holidays occurs on Saturday, then the City shall observe the preceding Friday as such holiday. When any designated holiday occurs on Sunday, then the City shall observe the following Monday as such holiday.

Holidays. A holiday is a period of an employee's regularly scheduled hours paid at the employee's regular rate.

Scheduling of Holiday. Holidays occurring on Saturday normally will be observed on the preceding Friday and holidays occurring on Sunday will normally be observed on the following Monday.

Temporary and Seasonal Employees. Temporary and seasonal employees will be paid their regular hourly rates for a holiday only if required to work on a holiday. No holiday pay is authorized for seasonal or temporary employees who do not work on a holiday.

Employees required to work on a Holiday. Employees required to work on a holiday will be given an alternate day off with pay or will be paid at the employees regularly scheduled hours and rate, in addition to the hours worked, at the employee's request.

"A nonexempt employee's threshold for overtime shall be reduced by 8 hours for the pay period in which that employee takes a paid day off for a holiday, regardless whether that day off is the actual holiday or an alternate day off when allowed by this policy. For example, if a nonexempt employee whose overtime threshold is normally 40 hours takes a paid day off for a holiday or alternate day, and if that employee actually works 35 hours during that same pay period, then that employee shall be paid: a. 8 hours at straight time for the holiday or alternate day not worked; plus b. 32 hours at straight time for time actually worked; plus c. 4.5 hours of overtime pay (or compensatory time off, to the extent provided by this policy) for 3 hours of overtime worked, in excess of the 32 hour overtime threshold.(Amended 2-22-21)

The City Manager or his/her designee will permit as many employees as possible to observe each holiday, consistent with the maintenance of essential City functions. No employee shall work more than one regularly scheduled shift on a holiday without approval of the City manager or his/her designee.

Employees Scheduled "Off Duty" on a Holiday. When a holiday and an employee's regularly scheduled day off occur on the same day, the employee will accrue 8 hours of holiday leave to be taken at a later date, but no later than the end of the fiscal year.

Nonexempt Emergency Personnel Called Back on a Holiday. Non-exempt employees called in on an emergency basis to work a holiday for which they are not scheduled to work will be paid for all hours worked on the holiday at the regular rate and will be given an alternate day off with pay or will be paid 8 hours for the holiday at the employee's request.

Ineligibility for Holiday Pay. Employees on unpaid leave the day before and/or the day after the holiday are not eligible for holiday pay. Likewise, nonexempt employees who are absent without authorized leave on the day immediately preceding or following a scheduled holiday will not be paid for the holiday.

Holiday Occurring During Personal Leave. A holiday that falls within an employee's personal period will be counted as holiday in lieu of a day of personal leave.

Separating Employees. Except in extraordinary situations, separating employees will not be allowed to use a holiday as their final day of employment. Exceptions must be scheduled and authorized in advance by the Department Director.

Paid Leave Status. An employee on a paid leave status will normally be paid holiday pay in lieu of the leave status pay they would ordinarily receive at the time of the holiday.

Other Religious Holidays. Employees may request an approved absence to celebrate a religious holiday that is not a scheduled City holiday. If approved, the employee must charge the time to personal, compensatory time, or an excused absence without pay.

Holiday Pay During Workers' Compensation Leave. An employee on worker's compensation leave will not receive holiday pay.

8.09 Bereavement Leave

In addition to personal leave, the City provides employees serving their initial orientation period and regular full-time employees paid time off, up to a maximum of three (3) work days in the event of a death(s) in the family, for the purpose of attending the funeral. For the purpose of authorizing bereavement leave "family" is defined as current spouse, child, parent, brother, sister, grandparent, aunt, uncle, or grandchild, by blood or marriage.

An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave. Bereavement leave pay is paid at the employee's base rate at the time of absence. It does not include overtime or any

special forms of compensation. Paid time off for bereavement leave is not counted as hours worked for purposes of determining overtime.

Employees who wish to take bereavement leave must notify their supervisor immediately. Employees may take additional time off as personal leave, comp time or, if no vacation or comp time is available, as authorized leave without pay upon approval of the Department Director. All bereavement leave time taken must be requested on the City's appropriate form.

Employees who wish to attend funerals for other than immediate family must use personal leave, compensatory time, or unpaid leave.

8.10 Job-Related Injury Leave

When an employee is injured on the job, the employee shall immediately report such injury to his or her supervisor, who shall take the steps that the supervisor and employee determine necessary to secure proper first aid or other treatment for the injured employee. The employee's supervisor shall also complete within forty-eight (48) hours an accident report and forward copies to the Director of Human Resources.

Injury leave is an absence from work arising from an on-the-job accidental injury. An employee injured on the job and in the line of duty shall be granted up to five days injury leave with pay within any 12-month period. Any employee injured on the job shall also be covered by and entitled to all benefits accruing under the Texas Workers' Compensation Act. Additionally, the city will permit the employee to make up the difference between the benefit payments made under the Act and the employee's regular pay from the employee's accrued leave entitlement (sick leave, personal leave and compensatory time), if any, for up to 180 consecutive calendar days from the date of injury. Under no circumstances, however, will the employee receive more than full regular pay while on injury leave. A doctor's written statement that the employee is unable to return to work shall be required for an employee to receive injury leave.

An employee may be requested to provide a "fitness for duty" certification before returning to work after the employee's workplace illness or injury. An employee may return to the employee's former position, if it is available, and if the employee's medical restrictions, if any, permit the employee to perform the essential functions of the employee's former job, with or without reasonable accommodation. If the employee's job has been filled or if the employee's medical restrictions are inconsistent with the employee's former job, the employee will be considered for any open job for which he or she is qualified. If there is no open job for which he or she is qualified, then the employee will remain on an unpaid leave of absence after all accrued leave is exhausted. During this time, the employee shall periodically report to his or her supervisor to determine if there are new openings for which they may qualify. Under the City's automatic termination policy, employment will end automatically after an absence of six consecutive months, regardless of the reason for the absence. After an employee is terminated under the automatic termination policy, he or she may later reapply for any open position for which he or she is qualified.

An employee shall forfeit all rights to any injury leave benefits if the employee works, either part-time or full-time, for pay for any other person, including self-employment, while on city injury leave; the employee resigns for any reason while receiving injury leave; the employee is discharged for any reason; the employee retires or dies; the employee fails or refuses to comply with or follow, or disregards or violates the treating physician's instructions regarding treatment and/or rehabilitation of the injury; the employee refuses to perform light, partial or part-time duty when offered by the Division Director and which does not require him or her to perform activities that are restricted by his or her treating physician; the employee falsifies or misrepresents his or her physical condition or capacity; the employee refuses to return to duty on the working day that he or she is released to duty by the treating physician; the employee fails to submit an acceptable physician's statement when requested by his or her supervisor; and/or the employee has been injured as a result of his or her failure to observe safety policies, procedures, or instructions as determined by the employee's Division Director.

8.11 Jury Leave

The city provides paid leave to regular full-time and regular part-time employees required to serve on jury duty or requested to testify as a witness by the city in a city-related civil, criminal, legislative, or administrative proceeding. Court appearances for testimony, investigation, and court preparation as a result of official duties as a city employee (e.g., police, inspections, animal control, etc.) are compensated as actual hours worked and are not classified as paid leave. In all other cases, employees are required to schedule accrued personal, holiday or compensatory leave; otherwise, a nonexempt employee's time off to testify will be considered a leave without pay.

The employee must provide documentation of the requirement for jury duty, subpoena compliance, etc., with the leave request. Employees must submit a copy of the jury duty summons, along with supporting documentation to their supervisor as soon as possible so that arrangements can be made to accommodate the absence.

An employee who is on jury duty typically must report for City duty for the remainder of the day upon completion of court or jury service, or request approval for use of other available paid time off. Any payment for jury duty received by the employee may be retained by the employee.

Jury duty leave is paid at the employee's base rate at the time of leave and does not include overtime or any other special forms of compensation.

8.12 Voting Leave

Employees are encouraged to exercise their right to vote in elections. If the polls are not open on election day for voting for two consecutive hours outside of the employee's working hours, the employee will be permitted reasonable time to vote during the working hours.

Upon ten (10) days' notice to the supervisor, employees will be granted time off to attend a precinct convention or a county, district, or state convention to which the employee is a delegate. Time may be charged to personal leave, accrued compensatory time, or leave without pay for the period of time missed.

8.13 Catastrophic Leave

Upon the written recommendation of a Director, the City Manager or his/her designee may grant leave with pay to an employee when an illness or injury incapacitates the employee or his/her immediate family member and such incapacity requires that the employee take time off from work for an extended period of time. In no event shall any employee be entitled to more than 160 hours catastrophic leave for any one incident; further, in no event shall any employee be entitled to catastrophic leave for more than three separate incidents during their employment with the City.

8.14 Other Forms of Leave; Administrative Leave With or Without Pay

The City Manager or his/her designee may grant leave with pay, together with necessary travel and expense allowance if deemed proper, in order to permit employees to attend conferences, schools, and similar events designed to improve their efficiency and considered as being beneficial to the interest of the City.

Directors may grant special leaves of absence without pay for periods not exceeding two (2) weeks subject to approval by the City Manager or his/her designee. No leave will be granted under this policy, however, for the purpose of enabling employees to accept outside employment. There shall be no accrual of benefits while on leave without pay.

8.15 Physical Incapacity

If the Department Director and the Director of Human Resources, based on the assessment of a medical doctor licensed to practice in the State of Texas, determines that an employee is not able to perform the required physical duties or tasks of his or her present position with or without reasonable accommodation (regardless of whether the incapacity is due to on the job injuries, off the job injuries, or illness), then that employee will not be returned to his or her full duty with the City until a medical doctor states in writing that the employee is able to perform all the required and essential physical tasks or duties of the position with or without reasonable accommodation.

If a job vacancy exists during the 180 calendar days that the employee is qualified for and can physically perform, the CITY MANAGER or his/her designee shall offer the employee that position. The employee has the choice to either accept or decline the offered position.

- 1) If the offer is accepted, it is recognized and understood that the employee may have to take a reduction in salary.
- 2) Any employee so reassigned will be compensated at a pay rate in the pay range of the position to which the employee has been reassigned.

8.16 Modified Duty; Absence Rule; Reinstatements; COBRA

The city may modify duty assignments available to ill or injured employees who are unable to perform their regular job duties. The decision to offer an employee a modified duty assignment is made in the City's sole discretion. A modified duty assignment may be in the employee's own or another department in the city. Factors considered by the City in making its decision include, but are not limited to: the nature of the employee's illness or injury; the medical release provided in support of modified duty; the risk that a modified duty assignment may result in aggravation of the employee's injury or illness; the type of modified duty work available; the length of the employee's employment with the City; the employee's performance and disciplinary history; and whether the illness or injury occurred on or off duty. In making modified duty assignments, the city will normally give priority to employees whose injury or illness is work-related.

Employees who are released for and given a modified duty assignment may not perform work duties in violation of their medical release. An employee, who violates the terms of the medical release while on a modified duty assignment may lose the modified duty assignment and, in addition, may be disciplined up to and including termination of employment.

Modified duty will not normally extend beyond sixty (60) calendar days without an evaluation by the employee's treating physician and a recommendation from the Department Director of Human Resources to the City Manager or his/her designee. Only the City Manager or his/her designee may approve an extension of a modified duty assignment. Employees still unable to return to regular duty within sixty (60) calendar days from the approval of modified duty must re-qualify for modified duty through evaluation by their treating physician or revert to workers' compensation indemnity payment, accumulated sick leave, administrative leave, or personal leave benefits, if available.

An employee who is released for and offered modified duty by the City, but who elects not to accept such an assignment, will be ineligible for paid sick leave benefits under the City's Sick Leave policy and salary continuation benefits under workers' compensation.

During a modified duty assignment, employees will typically work an 8-hour workday, Monday through Friday. This means that 24-hour shift employees, as well as other employees who work a non-traditional schedule, will usually be temporarily reassigned to an 8-hour workday, Monday through Friday, for the duration of their modified duty assignment. No employee on modified duty will work overtime.

An employee's salary during any modified duty assignment shall be at the same rate as the salary received prior to the injury.

All modified duty requests and assignments will be reviewed by and coordinated through the Director of Human Resources. The Director of Human Resources will work with the employee's department in making its decision whether modified duty work will be offered. Before returning to regular job duties following a modified duty assignment, the employee must provide a full release from the physician to return to work and coordinate the return through the Director of Human Resources.

Absences. An employee who is unable to return to full duty status with or without a reasonable accommodation within 180 days may be separated for incapacity.

If an employee does not perform actual work for the City for a period of 180 calendar days, the employee shall be deemed to have forfeited his or her position unless such termination is contrary to applicable federal or state law (e.g., military leave). A person in this status may apply for positions with the city for which he or she is qualified and physically able to perform. An employee who is unable to return to work in full duty status within six months of an injury may be separated for incapacity.

Reinstatements. In the event a former employee is rehired within 180 calendar days after their date of termination, the employee will retain the seniority the employee had achieved for purposes of longevity pay and leave accruals. The rate of pay will be determined based on the pay scale classification for the new position.

COBRA. To the extent not otherwise required by state or federal law, once an employee has exhausted his or her accrued leave benefits, the employee shall no longer be paid a salary or wages by the City, and the employee shall no longer accumulate sick leave or annual leave. The employee may continue to receive his or her worker's compensation benefits and may retain the City's health insurance if he or she pays the rate as established by the City under the Consolidated Omnibus Budget Reconciliation Act (COBRA.). Such coverage shall be limited to the minimum lengths of time established by COBRA.

COBRA is a federal law that requires most employers who sponsor group health plans to offer employees and their families the opportunity to temporarily extend their group coverage at group rates in certain instances where coverage under the employer's group health plan would otherwise terminate. The employee is responsible for paying for the full cost of any such continuation coverage.

Under COBRA, employees may elect COBRA continuation coverage for up to 18 months after termination of employment (unless the employee is terminated due to gross misconduct), or if an employee's hours are reduced to such an extent that the employee no longer qualifies for participation in the group health plan. Under other circumstances, COBRA coverage is available for up to 36 months following a qualifying event. Employees must notify the City within 60 days of the occurrence of the employee's legal separation or divorce and of a covered dependent ceasing to qualify as a dependent under the medical plan.

Detailed COBRA notices are given to employees when an employee becomes eligible for participation in the City's group health plan and again when a qualifying event occurs. For more complete information on COBRA and your health plan, you should review your summary plan description or review a copy of the full health plan at city hall.

8.17 Breaks

The city allows rest breaks as authorized by an employee's immediate supervisor during the course of each work day to prevent undue fatigue and comply with applicable laws.

Rest Break Conditions. As authorized, an employee is allowed a paid rest break of up to fifteen (15) minutes for each four (4) hours of work that is not interrupted by a meal period. Time spent on rest breaks will be compensated as hours worked. An employee is expected to be punctual in starting and ending breaks and will be subject to disciplinary action for tardiness.

Meal Periods. Full-time employees (excluding most Police Department employees) are normally provided a one-hour unpaid meal break near the middle of the workday. Meal periods may be staggered by the Department Director in order to minimize departmental interruption. Supervisors will provide employees with the starting and ending times for their specific meal periods. Employees will be relieved from work responsibilities during unpaid meal breaks. Employees may not extend meal breaks beyond their assigned period.

Lactation Breaks. Non-exempt employees who are nursing are provided with reasonable break time to express breast milk for up to one year after the birth of a child as long as providing such break time does not unduly disrupt operations. Employees will not be retaliated against for exercising their rights under this policy.

Supervisor Responsibility: Supervisors are responsible for scheduling the time for employee rest and lactation breaks and should take into consideration the work load and nature of the job performed. Whenever necessary, the supervisor may change the frequency and length of rest breaks.

Practices Not Permitted: The following practices are not permitted uses of rest breaks:

- combining two daily breaks into one thirty (30) minute rest break;
- "banking" rest period time from day to day;
- saving rest period time to extend lunch periods or shorten the scheduled work day; or
- requesting compensatory time off or overtime pay for work performed during rest period time.

8.18 Certification Pay

Employees may be eligible for pay for additional certificates received as a result of additional training and education. A separate Certificate Pay Policy will be established to govern the types and frequency of pay for various certificates received. These amounts may be adjusted from time to time and will be subject to annual appropriation.

8.19 On-Call/Call Back Compensation

The City provides for after-hour service needs by allowing some departmental operations to designate certain nonexempt employees to be on-call. Employees designated to be on-call are expected to respond to departmental after-hour service needs as required by procedures established by their Department.

Return to work provisions. After regularly scheduled working hours, on-call employees are free to pursue personal activities but must respond to a call back (via paging, phone, or radio) within designated guidelines set by their department. Employees designated as on-call must be fit, both mentally and physically, to accomplish on-call services needed within the time frame required. An employee is considered officially scheduled and designated as on-call only when approved by the supervisor in accordance with procedures established by the Department.

Compensation. On-call status is not considered time worked and is not compensable unless the employee actually responds to a call back. On-call employees called back to the workplace will be paid at their regular rate of pay for actual hours worked and guaranteed a minimum of two (2) hours pay for each call-back within the same 24 hours after their regularly scheduled working hours or on a regular day off. Time worked immediately after regularly scheduled working hours at the request or approval of the supervisor will not be considered call-back and is paid at the employee's regular rate of pay until overtime requirements are met. Continuing work on a call-back that extends beyond the 2-hour minimum and into a day off does not entitle the employee to additional premium pay. Travel time to and from a call-back is compensable under this policy, in accordance with departmental policy. On-call employees who do not return to the workplace but who handle a workplace issue by phone will be paid for actual time spent on the phone. In all cases, employees must report their actual hours worked on their time sheets.

Employees exempt from overtime are not eligible for compensation under the provisions of this policy.

Departmental Policies. Each Department has its own internal procedures for handling on-call services. Departments may establish guidelines for varying levels of response to call-back situations depending upon the nature and importance of the services to be completed.

8.20 Payroll Deductions

The following deductions are authorized for payroll deductions:

- (1) Social security contributions;
- (2) Income withholding taxes;
- (3) Medicare contributions
- (4) Contributions to the Texas Municipal Retirement System;
- (5) Presently authorized medical insurance premiums;
- (6) Presently authorized "other insurance" premiums;
- (7) United States savings bonds;
- (8) Contributions to an individual retirement annuity or deferred compensation plan;
- (9) Association or Union dues; and
- (10) Required child support payments

No other payroll deduction privileges are authorized at this time and no future payroll deduction privilege will be granted without the approval of the City Manager or his/her designee, except as otherwise provided by law. A reasonable administrative fee may be collected as authorized by law.

8.21 Performance Management Process

The City uses a thorough performance management process for assisting supervisors in communicating job expectations, measuring the employee's level of past performance, recognizing employee achievements and exemplary performance, and strengthening the supervisor-employee relationship. The performance management process provides necessary information for management decisions including career development and training, assignments, advancements, transfers, disciplinary actions, retention, compensation, etc. The purpose of the performance management process as outlined herein is to achieve optimum employee performance resulting in outstanding citizen service.

Schedule. Regular full and part-time employees hired are eligible for:

- A performance review after six (6) months of their initial orientation period; and
- Annual performance evaluation before the end of the fiscal year (September 30).

Newly transferred or promoted employees who are serving their initial orientation period shall also receive periodic evaluations during their orientation period.

All employees, including Council appointees are governed by the above schedule. The City Manager or his/her designee's office establishes a performance evaluation system for Director-level positions. The City Council establishes a performance evaluation system for Council appointees.

Supervisory Responsibilities. All performance evaluation information must be written where required and forwarded to the Director of Human Resources for retention in the employee's official personnel file. An evaluation is considered complete at the time the employee signs and dates the evaluation document or the supervisor and/or Department Director has a witness acknowledge the employee's refusal to sign the evaluation document.

Supervisors will strive to clearly communicate all elements of job performance, key result areas, performance standards, measures, goals, strengths and areas of development needed by completing the Employee Development Area. Each employee will sign and date a copy of the Performance Evaluation when it is reviewed, and the supervisor will forward a copy to the Director of Human Resources for filing in the employee's official personnel file and provide the employee a copy.

Department Directors are expected to ensure compliance with this policy and ensure that evaluating supervisors and managers under their direction are adequately trained in the performance evaluation process. Department Directors and/or mid-level managers are encouraged to review all Performance Evaluation documents for validity prior to the department supervisor conducting the performance evaluation with the affected employee, in order to correct any obvious errors or rating bias.

Director of Human Resources Responsibilities. The Director of Human Resources will review all evaluation documents for obvious errors and return them to the Department Directors for any clarifications or procedural corrections. The Director of Human Resources is responsible for maintaining original evaluation documents in the official personnel files.

Employee Responsibilities. Employees are expected to be knowledgeable of their essential job functions and key result areas and maintain established performance standards and requirements as outlined. Employees are encouraged to address issues and concerns regarding their annual performance evaluation with their evaluating supervisor. If the employee is unable to resolve issues and concerns with the evaluating supervisor, the employee may address them

with the Department Director; if the Department Director is the evaluating supervisor, the employee may go to the CITY MANAGER or his/her designee to address concerns.

8.22 Telephone Contact

All supervisory personnel and service personnel must have a telephone number at which they can be reached during off-duty hours. This can be a cell phone or a land line telephone.

No reimbursement shall be made to the employee for the City's use of such employee's private telephone to contact the employee regarding work related matters.

All employees must immediately notify supervision of any change in phone number(s), and provide a phone number for a secondary contact, i.e., spouse, parent.

IX. EDUCATION INCENTIVES AND OTHER BENEFITS

9.01 Education Incentives

City employees who are interested in continuing their education in a job-related field may be eligible for tuition reimbursement payments in accordance with the following policies. These reimbursements are subject to appropriation of funds by the City Council.

The employee must inform the CITY MANAGER or his/her designee, in advance, of the specific courses the employee will take and the specific school, college or university to be attended. Each "online" class must be expressly pre-approved.

It will be the employee's responsibility to register and successfully complete the course(s) with a grade of "B" or better on each course taken.

Tuition reimbursement payments for employees will be subject to the following limitations:

- 1) The city will not pay for more than six semester hours per semester per employee;
- 2) Payments will be limited to tuition only;
- 3) The City will not make payments for any fees (e.g., student lab, etc.), I.D. cards, books, parking permits, travel expenses unless specifically authorized in writing by the CITY MANAGER or his/her designee;
- 4) No employee may receive both City tuition payments and G.I. Bill benefits for the same schooling;
- 5) No employee may receive City tuition benefits for courses not directly related to a major approved by the individual's Director and the CITY MANAGER or his/her designee. The course must be for bona fide purpose of preparing the employee for advancement through upgrading the employee to a higher skill level and not directly related to the employee's current job;
- 6) The tuition reimbursement will be paid to the student after the completion of the course with documentation that the course was successfully completed with a grade of "B" or better. No tuition reimbursement payment will be made to the student if the course was not successfully completed or a grade lower than "B" was received for the course;
- 7) No payments will be made for courses enrolled in by an employee who has worked for the City less than six months at the time of enrollment unless an exception is approved in writing by the CITY MANAGER or his/her designee; and
- 8) Any employee who resigns or retires within one year of receiving tuition reimbursement for a course or courses at the City's expense will be liable for repayment of the city payment(s).

X. CONDUCT; RATIONALE FOR DISCIPLINE; GROUNDS FOR DISMISSAL

10.01 General Rules for Conduct

To ensure orderly and productive operations and provide the best possible work environment, the City requires employees to follow rules of conduct that will protect the interests and safety of the City, its citizens and employees.

Progressive Discipline: In certain instances, the city will use a progressive disciplinary system. The City is not obligated to use all of the progressive disciplinary steps available, and may begin the disciplinary process at any level, up to and including immediate discharge, depending upon the severity of the conduct, the employee's work performance and prior disciplinary history, the employee's length of service, and any mitigating circumstances. At-will employment status is not affected by the progressive discipline process. Depending on the circumstances of each individual case, disciplinary action may consist of one or more of the following:

- oral warning
- letter of counseling
- written reprimand
- probation
- suspension (without pay)
- demotion
- last chance agreement
- discharge

Documentation: All forms of discipline, other than oral warnings, must be documented and will be placed in the employee's personnel file. In the event an employee is to be discharged, the supervisor shall forward a copy of the documentation to the Director of Human Resources for review, who shall forward a copy of the dismissal to the City Manager or his/her designee. The Supervisor will also make a recommendation concerning the possible rehiring (or not rehiring) of the person in the future.

Supervisory Responsibility: All employees with the responsibility and authority to supervise and direct employees under their control shall administer policies and procedures within their scope of authority; document their subordinates' job performance, conduct, and behavior as appropriate; properly conduct evaluations of subordinates in a timely manner; discipline their subordinates as required under their departmental and/or City policies and procedures as well as address performance appeals submitted to them as provided by policy in a professional manner, in an attempt to resolve such issues at the lowest possible supervisory level.

Review by Director of Human Resources: Any proposed disciplinary action in excess of an oral warning must be reviewed by the Director of Human Resources prior to being given to the employee. This applies to both employees serving in the initial orientation period and regular employees that have completed the initial orientation period.

Appeal Rights: Where a disciplinary action involves a suspension of 1 day (or 1 shift) or more, demotion and/or termination, the employee will normally be given an opportunity to respond to the allegations prior to disciplinary action being taken. (See Employee Grievance Policy). However, positions classified as Director level and above are employed at the will and pleasure of the City Manager or his/her designee, with the concurrence of the City Council, and have no right of appeal for any type of disciplinary action, including termination. Employees serving the initial orientation period have no right of appeal for disciplinary action taken against them.

Prohibited Activities: Disciplinary action will be imposed for violations of City or departmental policies and procedures, codes of conduct, rules and regulations, either written or verbal. In addition, acts which are not specifically addressed in policies and procedures, codes of conduct, and rules and regulations, yet may adversely affect the City or put the health and safety of fellow employees, citizens or other third parties, at risk, may also result in disciplinary action. It is impossible to list all the forms of behavior that are considered unacceptable in the workplace. The following are some examples of conduct that will likely result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or use of City property or other property not belonging to the employee
- Falsification of timekeeping or other records, including employment application
- Working under the influence of or a presence in the system of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating City owned equipment
- Violation of City's policy regarding sexual or other unlawful harassment
- Interfering with work schedules or another employee's ability to work
- Misuse of City telephones, computers, mail systems, internet, etc.
- Excessive or unscheduled absenteeism, tardiness in reporting for work or returning from lunch and breaks or absence without notice and/or approval
- Breaks in excess of the allotted time allowed
- Violation of tobacco use policy
- Violation of safety or health rules and failure to immediately report an on the-job injury/accident
- Profanity, abusive language, or racial slurs
- Unauthorized disclosure of confidential information
- Violation of any provision of the City Charter
- Violation of City or departmental policies, codes of conduct, rules and procedures
- Coercion, intimidation, or threats against citizens, supervisors, co-workers, City officials, or others
- Making or publishing false, vicious, or malicious statements about the City, or a City employee or citizen, or others
- Unsatisfactory performance or conduct
- Inefficiency, incompetence or neglect of duty
- Fighting, provoking or instigating a fight, or threatening violence
- Disruptive activity in the workplace
- Engaging in a work stoppage
- Conduct which results in waste or damage of a coworker's, City, or citizen-owned property
- Insubordination or other disrespectful or unprofessional conduct
- Discourteous treatment of the public
- Possession of weapons on City time, City premises, or while on City business (except for licensed peace officers required to carry a weapon as part of their job duties or employees with concealed handgun license with permitted weapon locked in their personal vehicle)
- Violation of local, state or federal law
- Conviction of a felony, including reasonable belief employee has committed a crime under Texas Penal Code or Class A or B misdemeanor involving moral turpitude, or repeated conviction of Class C misdemeanor charges, or any crime
- Failure to timely return to work upon conclusion of authorized leave or disciplinary suspension
- Outside employment that conflicts or potentially conflicts with City interests
- Acceptance of payment of any kind for activities related to City Employment
- Failure or refusal to follow lawful orders
- Sleeping on the job
- Dishonesty, including misrepresentation during the hiring process
- An accumulation of minor infractions

Disciplinary Meeting: A disciplinary meeting will be scheduled prior to the imposition of a disciplinary suspension of 1 day (or 1 shift) or more, demotion or termination. The Department Director, the affected employee, the Director of Human Resources and anyone else deemed necessary by the Department Director typically attend the disciplinary meeting. During the meeting, the affected employee will be given an opportunity to present an explanation of the conduct leading up to the proposed disciplinary action. Employees will be given advance notice of the meeting. Employees may, in the City's sole discretion, be placed on administrative leave prior to, during, or after the disciplinary meeting. The employee will be notified of the City's determination following the meeting.

Administrative Leave: During an investigation into alleged offenses or violations of City policies, the City may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay, and may be charged to available accrued leave if authorized by the City Manager or his/her designee.

10.02 Outside Employment

City employees may engage in outside or self-employment provided they receive prior written approval from the CITY MANAGER or his/her designee.

Employees may not accept outside or self-employment that conflicts with the effective performance of the employee while on duty with the City, or conflict in any way with the best interests of the City. Other outside activities, such as volunteer activities, that might similarly distract from an employee's ability to perform the job with the City are also prohibited.

By accepting and performing outside or self-employment, the employee waives all rights to sick leave, or any other time off, in the event such employee is unable to perform the duties as an employee of the City because of accident, injury, or illness resulting from travel to or from, or performance of another job. Further, an employee will not be covered by the City's workers' compensation insurance while working for another employer or while self-employed unless the employee is required to perform official City employment activities while engaged in such outside or self-employment.

Approval for outside or self-employment as set out in this policy does not authorize an employee on sick leave, disability leave, injury leave, workers' compensation leave, or an unpaid leave of absence, to engage in any outside or self-employment. Under no circumstances may an employee on sick leave, disability leave, injury leave, workers' compensation leave, or an unpaid leave of absence, engage in outside or self-employment, as defined in this policy, unless expressly authorized in writing by the Department Director and the Director of Human Resources.

For purposes of this policy, outside or self-employment includes a job, activity, or enterprise (including self-employment), which constitutes a form of employment or business outside the responsibilities of employment with the City. This policy is not intended to cover volunteer work with a non-profit organization, such as United Way, Girl Scouts, American Heart Association, faith based activities or similar activities where compensation is neither expected nor paid in the ordinary course of operations.

10.03 Incident Reports

An employee shall immediately report to his or her supervisor any incident that involves either (1) personal injury to any person, or (2) any damage or loss to City property or the property of others.

The employee's supervisor shall notify the Division Director or City Manager or his/her designee immediately of any incident that involves personal injury to the employee or any other person.

An employee and the employee's supervisor shall reduce the above reports of personal injury or damage of property to writing within one (1) working day of the incidents and send the reports to the Division Director and the Director of Human Resources.

10.04 Arrests, Confinements and Indictments

City employees are subject to disciplinary action and/or job restrictions for violations of law. This policy applies to acts prohibited by law that result in charges being filed, arrest, confinement, indictment, and/or conviction, as well as to acts prohibited by law not resulting in charges filed, arrest, confinement, or indictment.

Employee Detained by Law Enforcement Authorities: An employee that is questioned by law enforcement authorities and not free to leave is considered to be "detained." A detained employee, who fails to report to work at the employee's regularly scheduled time, and/or provide timely notification to the supervisor, will be subject to disciplinary action for unauthorized absence. Employees are to contact their immediate supervisor at the beginning of the next work shift after being detained by law enforcement authorities, including traffic stops, to report the detainment, arrest, confinement or indictment and reason. Employees who do not drive as a part of their job duties with the city are not required to report minor traffic violations. If the employee is unable to report to the supervisor

because of confinement, the employee must have someone contact the supervisor for the employee, no later than the beginning of the next scheduled work shift, to report why the employee is unable to report to work.

Violations of Law Discovered through Criminal History Check: The City may conduct criminal history checks on existing employees at any time during their employment, for any reason. Conduct constituting an offense, arrest or conviction that is discovered, and that adversely affects their ability to perform their job, may result in disciplinary action, up to and including termination.

Exempt Employees: Depending on the circumstances of the arrest, confinement, or indictment, the salary or the leave accruals of an exempt employee may be docked for absences of less than one (1) full work day.

Non-exempt Employees: If a non-exempt employee does not report to work as scheduled, the time missed will be recorded as unpaid leave.

Felonies and Misdemeanors: Employees must immediately notify their supervisor and/or Department Director within twenty-four (24) hours if they are arrested, charged, indicted, convicted, receive deferred adjudication, or plead nolo contendere to any misdemeanor or felony. Employees who do not drive as a part of their job duties with the city are not required to report minor traffic violations. In most instances, the city will conduct its own investigation and take appropriate action. An employee arrested, charged, or indicted for a felony or misdemeanor, or accused by information of official misconduct or other serious criminal violation may be placed on administrative leave (with or without pay) until the charge, indictment or information is dismissed or fully adjudicated without trial, and if tried, until the trial and appeal (if any) are completed and all related administrative matters are concluded. Such a determination will typically be made by the Department Director and the Director of Human Resources. An employee on administrative leave may, in the City's sole discretion, be reinstated to the position held before being placed on administrative leave (if available), if the indictment or information is dismissed, the employee is acquitted, or the conviction is reversed on appeal.

Employee Status after Violation of Law: At the time the employee's department is made aware of an employee's arrest or conduct constituting an offense that may conflict with their ability to perform their job, the Department Director shall consult with Human Resources to determine available options which may include, but are not limited to:

- allowing the employee to return to regular duty with pay;
- allowing the employee to return to restricted duty with pay;
- placing the employee on paid administrative leave;
- placing the employee on unpaid administrative leave; or
- terminating the employee.

Disciplinary Action: Disciplinary action may be pursued concurrently or in place of the above options or imposed at a later date. Multiple violations of law or confinements within a prescribed time period may also result in disciplinary action.

Other Policies: This policy should not be construed to limit disciplinary action that may be taken in accordance with other Personnel Policies and Procedures, department policies, or other city-wide policies.

10.05 Code of Conduct

A. Conflict of Interests - Without prior written approval by the CITY MANAGER or his/her designee no employee of the City may:

- i. Have any financial or other interest, directly or indirectly, in any proposed or existing contract, purchase, work, sale or service to, for, with or by the City and its related entities;
- ii. Use City employment, authority, or influence in any manner for personal betterment, financial or otherwise;

- iii. Have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or services;
- iv. Have discussions or participate in decisions of any City agency, board, commission or instrumentality if the employee has any personal economic interest or is employed, directly or indirectly, by the person or entity that is the subject of the discussion or decision;
- v. Accept other employment or engage in outside activities incompatible with the performance of duties and responsibilities as a city employee or that might impair independent judgment in the performance of duties to the city, or
- vi. Accept remuneration or provide services for compensation, directly or indirectly, to a person or organization requesting an approval, investigation, or determination from the City.

B. Bribery - No employee of the City may accept or agree to accept:

- i. Any benefit as consideration for a decision, opinion, recommendation, vote or other exercise of discretion as a city employee;
- ii. Any benefit as consideration for a decision, vote, recommendation or other exercise of official discretion in a judicial or administrative proceeding;
- iii. Any benefit as consideration for a violation of a duty imposed by law on a city employee; or
- iv. Any benefit that is a political contribution in violation of state law.

C. Acceptance of Gifts – No employee of the city may:

- i. solicit, accept, or agree to accept any benefit from a person the official or employee knows is subject to regulation, inspection or investigation by the official or the city.
- ii. solicit, accept, or agree to accept any benefit from a person with whom the official or employee knows litigation is pending or contemplated by the official or the city.
- iii. (for a city employee who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions of government) solicit, accept, or agree to accept any benefit from a person the official knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion.
- iv. (for a city official or employee who has judicial or administrative authority, is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decision) solicit, accept, or agree to accept any benefit from a person the official or employee knows is interested in or likely to become interested in any matter before the official/employee or tribunal.

- v. The above does not apply to:

Fees prescribed by law to be received by the city employee or any other benefit to which the employee is lawfully entitled and for which he has given legitimate consideration;

Gifts or other benefits conferred on account of kinship or personal, professional or business relationships independent of the employee's status with the city;

Certain honorariums in consideration of legitimate services; or

Benefits consisting of food, lodging, transportation or entertainment accepted as a guest and reported as required by law;

D. Tampering with governmental records – No employee of the city may make a false entry in, or false alteration of, a governmental record, or to make, present or use any record, document or thing with knowledge of its

falsity with the intent that it be taken as a genuine governmental record, or to intentionally destroy, conceal, remove or otherwise impair the verity, legibility or availability of a governmental record.

E. Misuse of official information - No employee of the city may:

- (i) in reliance on information to which an employee has access by virtue of their employment, and that has not been made public:
 - a. acquire or aid another to acquire a pecuniary interest in any property, transaction, or enterprise that may be affected by the information;
 - b. speculate or aid another to speculate on the basis of the information; or
 - c. coerce another into suppressing or failing to report that information to a law enforcement agency.
- (ii) with intent to obtain a benefit or with intent to harm or defraud another, disclose or use information for a nongovernmental purpose that:
 - a. the employee has access to by means of his employment; and
 - b. has not been made public.

F. Official Oppression; Abuse of Official Capacity –

- (i) It shall be a violation for a city employee, acting under color of his employment, to intentionally subject another to mistreatment or to arrest, detention, search, seizure, dispossession, assessment or lien that he knows is unlawful, to intentionally deny or impede another in the exercise or enjoyment of any right, privilege, power or immunity, knowing his conduct is unlawful, or to intentionally subject another to sexual harassment.
- (ii) It shall be a violation for a city employee, with intent to obtain a benefit or with intent to harm another, to intentionally or knowingly violate a law relating to his office or employment or to misuse government property, services, personnel, or anything of value belonging to the government that has come into his custody or possession by virtue of his office or employment.

G. Political contributions to city campaigns. City employees are prohibited from making any contribution to the campaign fund of any person seeking election to a city office or to any political party supporting a candidate to a city office.

H. Gift in favor of appointment. Persons seeking appointment to or promotion in the administrative service of the city are prohibited from directly or indirectly giving, rendering or paying any money, service or other valuable thing to another for or on account of or in connection with his appointment or promotion, or any examination conducted therefor.

Violations of this policy may result in disciplinary action. Employees should direct questions regarding the prohibitions imposed by this policy to your Department Director, the Director of Human Resources, or the City Manager or his/her designee's office.

XI. DRUG AND ALCOHOL POLICY; COMMERCIAL DRIVERS

11.01 Purpose and Scope of Drug and Alcohol Policy

It is the desire of the city to provide an alcohol and drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory and safe manner.

Tobacco Use Prohibited. The use of all tobacco products (including smokeless) inside city-owned or leased buildings and city-owned or leased vehicles or equipment is prohibited. Any employee who violates this policy is subject to discipline, up to and including termination.

Prohibition Against Alcohol and Illegal and Unauthorized Drugs. While on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment, no employee may use, possess, distribute, sell, or be under the influence of alcohol (except possession under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.

The use of alcohol by a city employee during a business lunch is prohibited even though the person with whom the employee is having lunch may be consuming alcohol. Further, an employee on duty or conducting City business, including City-related business entertainment, may not drive his or her own personal vehicle while under the influence of alcohol. No employee in his or her work-related capacity should ever be impaired because of the excessive use of alcohol. Absent specific approval by the City Manager or his/her designee, City employees may not bring alcoholic beverages on City premises, including parking lots adjacent to City work areas, and may not store or transport alcohol in a City-owned or leased vehicle.

Prohibition Against Illegal and Unauthorized Drug-Related Paraphernalia. This policy also prohibits the use, possession, distribution and sale of drug-related paraphernalia while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a city-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment. Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.

Permissive Use of Prescribed and Over-The-Counter Drugs. The legal use of prescribed and over-the-counter drugs is permitted while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or operate the vehicle, property or other equipment) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.

Police Department Employees. Certain City Police Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempted from certain portions of this policy only when in possession of confiscated alcohol and/or drugs while carrying out their official duties. Additional guidelines may be established by Police Department operating procedures.

Mandatory Disclosure by Employees. Employees taking prescription medication and/or over-the-counter medication must report such use to either their Department Head or to the City Manager or his/her designee if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of his or her job (or operate a vehicle, property or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, slurred speech, drowsiness, dizziness, confusion, or feeling shaky.

On-Call Employees. Employees scheduled to be on call are expected to be fit for duty upon reporting to work. Any employee scheduled to be on call, and is called out, is governed by this policy. Sometimes, an employee who is not scheduled to be on call may nevertheless be called out. If this or any other situation occurs where the employee called

out is under the influence of alcohol or has a presence in the system of drugs, such that reporting to work would result in a violation of this policy, the employee must so advise the appropriate supervisor on duty. The employee will not be required to report to work.

Mandatory Reporting of Convictions. Employees must notify their immediate supervisor and the Department Director, in writing, of any criminal drug conviction (including a plea of nolo contendere) or deferred adjudication, for a violation occurring off duty and/or in the workplace no later than five calendar days after the conviction.

Off-Duty Conduct. The city may take disciplinary action, up to and including termination of employment, if an employee's off-duty use of or involvement with drugs or alcohol is damaging to the City's reputation or business, is inconsistent with the employee's job duties, or when such off-duty use or involvement adversely affects the employee's job performance.

Rehabilitation/Treatment.

1. It is the City's desire to assist employees who voluntarily request assistance with alcohol or drug dependency. For City support and assistance, however, an employee must acknowledge the problem and seek and accept counseling and/or rehabilitation before it impairs job performance and/or jeopardizes the employee's employment.

2. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take a leave of absence to participate in a rehabilitation or treatment program. (An employee may not enroll in a rehabilitation or treatment program in lieu of disciplinary action.) The leave of absence may be granted in the City's sole discretion. Factors considered by the City in deciding whether to grant leave include: the length of the employee's employment with the City; the employee's prior work and disciplinary history; the employee's agreement to abstain from the use of the problem substance and follow all other requirements of the rehabilitation/treatment program; the reputation of the program and the likelihood of a successful outcome; the employee's compliance with City policies, rules, and prohibitions relating to conduct in the workplace; and the resulting hardship on the City due to the employee's absence. Unless otherwise required by law, it is the City's policy to grant such a leave of absence only once during the course of an employee's employment with the City.

3. The cost of any rehabilitation or treatment may be covered under the City's group health insurance policy. In any case, the employee is responsible for all costs associated with any rehabilitation or treatment program.

4. During time off for a city-approved rehabilitation or treatment program, the employee must use any available vacation leave, sick leave, compensatory time off, or other accrued paid leave time.

5. If the employee successfully completes the prescribed rehabilitation or treatment, the city will make reasonable efforts to return the employee to the prior position or one of similar pay and status. However, employment with the City following a city-approved leave for rehabilitation or treatment is conditioned on the following:

- A. Initial negative test for drugs and/or alcohol before returning to work;
- B. A written release to return to work from the city-approved rehabilitation or treatment facility/program;
- C. Periodic and timely confirmation of the employee's on-going cooperation and successful participation in any follow-up or ongoing counseling, testing, or other treatment required in connection with the city-approved rehabilitation or treatment program, if applicable;
- D. In addition to any testing required in connection with the employee's ongoing treatment or follow-up to treatment, all employees who participate in rehabilitation or treatment under this section will also be required to submit to periodic and/or random testing by the city during the two years following the employee's return to work following treatment;
- E. The employee must sign a formal written agreement to abide by the above conditions, as well as any other conditions deemed appropriate by the Director of Human Resources. The employee must meet with the Director of Human Resources to discuss the terms of continued employment and sign a formal agreement before returning to

work.

Policy Violations. Violations of this policy will generally lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. The Police Department may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Director of Human Resources to receive assistance or referrals to appropriate resources in the community.

Testing

Types of Tests. Testing may include one or more of the following: urinalysis, hair testing, breathalyzer, intoxilyzer, blood, or other generally-accepted testing procedures.

Testing of Applicants. All applicants to whom a conditional offer of employment has been made will be required to submit to testing for alcohol and illegal and unauthorized drugs. A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment or future employment with the city.

Testing of Employees.

1. Employees may be tested for alcohol and/or illegal and unauthorized drugs: (1) after a workplace injury or accident or “near miss,” when reasonable suspicion exists; (2) where reasonable suspicion exists even where no accident or injury occurred; or (3) in connection with any required treatment or rehabilitation. The city may conduct random testing on employees holding safety-sensitive positions.
2. Police Department employees are also subject to any applicable Departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.
3. For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee’s behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).
4. Tests will be paid for by the city. To the extent possible, testing will normally be done during the employee’s normal work time.
5. Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination.
6. A positive test result is a violation of the City’s Drug and Alcohol Policy and may result in disciplinary action up to and including termination of employment.
7. The city has additional obligations when testing for controlled substances and alcohol for those employees regulated by the U.S. Department of Transportation. Please see the City’s Drug and Alcohol Policy for Commercial Drivers for additional information.

Testing Procedures.

1. All testing must normally be authorized in advance by both the employee’s Department Director and the Director of Human Resources. If the Department Director is unavailable within a reasonable period of time, the Director of Human Resources may, with sole discretion, authorize the testing of an employee. If the Director of Human Resources

is unavailable within a reasonable period of time, the Department Director may, with sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulable factors which led the supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Testing should be arranged as soon as possible after the supervisor's articulable observations.

2. If an employee's conduct resulted in a work place accident, injury or "near miss," or reasonable suspicion exists to believe that the employee has violated the City's Drug and Alcohol Use Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated City representative may be required to stay with the employee during the testing process. The City may, in its discretion, reassign the employee or put the employee on administrative leave until the test results are received. The city will make arrangements to have the employee transported home after the testing.

3. All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the city. All positive test results will be subject to confirmation testing.

4. Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by the Director of Human Resources; supervisors and managers on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the City.

11.02 Commercial Drivers

Employees/Applicants Subject to Testing. City employees who drive a commercial motor vehicle (CITY MANAGER) requiring a Commercial Driver's License (CDL) as part of their job duties are subject to alcohol and drug testing as required by the U.S. Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration and as outlined in this policy. The employee's supervisor or the Director of Human Resources will advise the employee if the employee is subject to DOT testing and the terms of this policy. Employees who are not required by DOT to hold a CDL are not subject to this policy. Applicants for employment for a position requiring a CDL are also subject to testing under this policy.

Employees covered by this policy are also required to comply with the City's Drug and Alcohol Policy. In other words, this DOT Drug and Alcohol Policy is in addition to, not in lieu of, the provisions of the City's general Drug and Alcohol Use Policy. DOT tests will be completely separate from non-DOT tests in all respects. DOT tests take priority and will be conducted and completed before a non-DOT test is begun.

All drug and alcohol testing performed under this DOT Policy will comply with applicable DOT procedures. If this policy conflicts with DOT or City regulations in any way, the more stringent regulations will govern.

An employee subject to the provisions of this policy may be a person employed by the City, a contractor or subcontractor engaged by the City or an employee of such contractor or subcontractor. Refer to the Director of Human Resources for a listing of City positions currently subject to the testing provisions of this policy. The list of job titles may change as job responsibilities change or as new jobs are added to the City's work force. Employees required by DOT to hold a CDL, due to the type of equipment they operate, are subject to this policy whether or not this list is immediately updated to include their job titles. Employees who hold these jobs are required to carry their CDLs when they are at work or are operating City equipment.

Prohibited Alcohol Use.

On-duty and Pre-duty Use. Reporting for, or remaining on, duty requiring the performance of safety-sensitive functions is prohibited under the following conditions:

- While having a breath alcohol concentration of 0.04 or more as indicated via breath test;
- While using alcohol; or
- Within 4 hours after using alcohol.

Use Following an Accident. An employee required to take a post-accident alcohol test pursuant to this policy is prohibited from using alcohol for 8 hours following the accident, or until undergoing a post-accident alcohol test, whichever occurs first.

Prohibited Drug Use. Illicit use of drugs by safety sensitive drivers is prohibited both on and off duty. An employee may not report for duty or remain on duty when using or after use of any controlled substances, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the employee that the substance will not adversely affect the employee's ability to safely operate a CITY MANAGERV. An employee may not report for duty, remain on duty or perform a safety sensitive function if the employee tests positive for controlled substances or has adulterated or substituted a test specimen.

Required Alcohol and Drug Tests. DOT requires the following testing for covered drivers: pre-employment, post-accident, random, reasonable suspicion, return-to-duty and follow-up testing. Before conducting any required DOT testing, the City will notify the driver that the alcohol or drug test is required by DOT regulations.

1. Pre-employment Testing. Drug and alcohol tests will be conducted after a conditional offer of employment is made, but before actually performing safety-sensitive functions for the first time. These tests are also required when employees are promoted, demoted or transferred into a safety sensitive driver position.

2. Post-accident testing. Drug and alcohol tests will be conducted after accidents in which the driver's performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation. Post-accident testing must be conducted as soon as practicable on all surviving drivers following an occurrence involving a CITY MANAGERV operating on a public road in commerce, as follows:

- When the employee is issued a moving traffic violation citation and one or more of the vehicles involved is disabled and must be towed from the scene;
- When the employee is issued a moving traffic violation citation and any person involved in the accident is injured to the extent that he/she requires and receives immediate medical treatment away from the scene of the accident; or
- In an accident involving a fatality, testing will be performed on anyone who was performing safety sensitive functions with respect to the vehicle.
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An employee subject to post-accident testing must remain readily available for such testing or will be deemed by the City to have refused to test. Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

In post-accident situations, the City may substitute a blood or breath alcohol test for a urine drug test, so long as the test is performed by state or local law enforcement officials using procedures required by their jurisdictions, provided such test results are received directly from the local jurisdiction or the driver. A positive post-accident test administered by law enforcement will result in the same action as a positive post-accident test performed at the City's behest.

a. Post-Accident Alcohol Testing. If alcohol testing cannot be administered within 2 hours of one of the above listed occurrences, a written statement explaining why the alcohol test was not promptly administered must be provided to the Director of Human Resources by the appropriate supervisor. If alcohol testing cannot be administered within 8 hours after the occurrence, the City will cease attempts to administer an alcohol test and document the reasons the alcohol test was not administered. This report must be promptly forwarded to the Director of Human Resources.

b. Post-Accident Drug Testing. A driver will be drug tested as soon as practicable but not later than 32 hours after one of the above listed occurrences. If the driver is not drug tested within 32 hours, the appropriate supervisor must prepare a report documenting the reason why and promptly forward the report to the Director of Human Resources.

3. Reasonable suspicion testing. Reasonable suspicion drug and alcohol testing is conducted when a trained supervisor has reason to believe that an employee is in violation of this policy. The reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee; the observations may also include indications of the chronic and withdrawal effects of controlled substances. The supervisor must consult with the Department Director (or designee) and affirm the basis of the suspicion. If the Department Director concurs, the employee will be required to undergo testing only after consultation with the Director of Human Resources. A written report of the reasonable suspicion observations must be prepared by the supervisor(s) who made the observation within 24 hours of the observed behavior or before the results of tests are released, whichever is earlier. This report must be promptly forwarded to the Director of Human Resources.

a. Reasonable Suspicion Alcohol Testing. Reasonable suspicion alcohol testing is permitted only if the reasonable suspicion observation is made during, just before, or just after, the period of the work day the employee is required to be in compliance with this policy. An employee may be directed to undergo reasonable suspicion testing only while the employee is performing, just before performing, or just after performing, safety sensitive functions. If alcohol testing cannot be administered within 2 hours after the reasonable suspicion observation, a written statement that explains why the alcohol test was not promptly administered must be given to the Director of Human Resources. If alcohol testing cannot be administered within 8 hours after the observation, the City will cease attempts to administer an alcohol test and the appropriate supervisor must immediately document the reasons that the alcohol test was not administered; this report must be promptly forwarded to the Director of Human Resources.

Notwithstanding the absence of a reasonable suspicion alcohol test under this policy, an employee may not report for duty or remain on duty requiring the performance of safety sensitive functions while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse. In such instances, the employee will not be permitted to perform or continue to perform safety sensitive functions until:

- An alcohol test measures the employee's alcohol concentration at less than 0.02;
- or
- 24 hours have elapsed since the reasonable suspicion observation was made.

b. Reasonable Suspicion Drug Testing. A driver will be drug tested as soon as practicable but not later than 32 hours after the reasonable suspicion observation. If the driver is not drug tested within 32 hours, the appropriate supervisor must prepare a report documenting the reason why and promptly forward the report to the Director of Human Resources.

4. Random Testing. Drivers are selected for random, unannounced drug and alcohol testing using a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with the employee's Social Security number, payroll identification number, or other comparable identifying numbers. Each driver subject to this policy will have an equal chance of being tested each time random selections are made. The number of drivers randomly selected will be in accordance with applicable DOT regulations. Each driver randomly selected for testing will be tested during the selection period. Dates and times for random testing are unannounced and spread reasonably throughout the calendar year. Each driver selected for random testing must proceed to the test site immediately after notification; if, however, the driver is performing a safety-sensitive function, other than driving a City Manager, at the time of notification, the City will instead ensure that the driver ceases to perform the safety-sensitive function and proceeds to the testing site as soon as possible. A driver will be randomly tested for alcohol just before, during, or just after performing, safety sensitive functions; random testing for drugs does not have to be conducted in immediate time proximity to performing safety sensitive functions.

5. Return-to-duty and follow-up testing. Return-to-duty tests are conducted when a driver who has violated DOT's prohibited drug and alcohol standards returns to performing safety sensitive duties. Follow-up tests are unannounced, and at least 6 tests must be conducted in the first 12 months after a driver returns to duty; follow-up tests may be extended for up to 60 months following a driver's return to duty. Drug tests

must be negative and alcohol tests must demonstrate a breath alcohol level of less than 0.02. The driver will pay all costs associated with return-to-duty testing. When applicable, the City will follow all applicable DOT regulations in requiring return-to-duty and follow-up testing. The City is not, however, required to hire an applicant or continue the employment of a driver who has violated DOT drug and alcohol regulations or this policy and it is the policy of the City not to do so. Thus, return-to-duty and follow-up tests are generally applicable only for those seeking assistance as set out below and, based on individual circumstances, for those who may have had an alcohol concentration of 0.02 or greater, but less than 0.04.

Refusal to Test. An employee who refuses to be tested in any of the above circumstances, who obstructs the testing process, or who tampers/alters a specimen, will not be permitted to perform or continue to perform safety sensitive functions and will likely be terminated. An applicant who does one of these prohibited acts will not be hired. Except in the case of pre-employment testing, a refusal to test includes the failure to appear for testing within a reasonable time, as well as failure to remain at the testing site until the testing process is complete. Failure to test also includes the failure to provide the required sample with no adequate medical explanation, and the failure to cooperate with any part of the testing process (e.g., refusing to empty pockets when asked to do so, behaving in a confrontational way that disrupts the collection process, or failure to undergo a medical exam or evaluation as directed by the physician medical review officer (MRO) as part of the verification process).

Additional Information About Alcohol Testing.

Consequences of a Positive Alcohol Test. An employee who is tested and has an alcohol concentration of 0.04 or greater will be removed from safety sensitive functions and may be terminated. An employee who is tested and has an alcohol concentration of .02 to .039 will not be permitted to perform safety sensitive functions for a minimum of 24 hours and will be disciplined, up to and including termination. If not terminated, then the employee will receive a mandatory referral to a substance abuse professional. Any non-compliance with the treatment recommendations of the substance abuse professional will result in disciplinary action, up to and including termination. (The employee will be placed on administrative leave without pay during the treatment period. That employee may use accrued sick leave or other accrued leave during the treatment period.)

Alcohol Testing Procedures. A trained breath alcohol technician will conduct alcohol tests. If the alcohol concentration is 0.02 or greater, a second confirmation test will be conducted in accordance with DOT regulations, the results of which will determine any actions taken. Any result of less than 0.02 alcohol concentration is considered a “negative” test. The second, confirmation test results determine if the employee is in violation of this policy. Testing procedures that ensure accuracy, reliability and confidentiality of test results will be followed pursuant to DOT regulations.

Additional Information About Drug Testing.

Drug Testing Procedures. Drug testing is conducted by analyzing a driver’s urine specimen at a lab certified by the U.S. Department of Health and Human Services. The driver provides a specimen in a location that affords privacy and the “collector” seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug-testing lab. “Split” urine specimens provide drivers with an opportunity for a second test, if needed. If the driver challenges the validity of the test, then the employee has 72 hours to request that the split specimen be sent for testing to another certified lab approved by the City’s Director of Human Resources. The second test will be at the driver’s own expense.

Drugs Tested For. DOT requires testing for the following drugs:

- Marijuana (THC)
- Cocaine
- Amphetamines
- Opiates
- Phencyclidine (PCP)

A screening test is performed first. If it is positive for one or more of these drugs, then a confirmation test is performed. Whenever the terms “drug,” “drugs” or “controlled substances” are used in this policy, they refer to the substances

listed above. The City will not test for any other substances under this policy. The City may, however, test for other controlled substances pursuant to its general Drug and Alcohol Policy.

Review of Drug Test Results. All drug test results are reviewed and interpreted by a physician medical review officer (MRO) before they are reported to the City. If the lab reports a positive result to the MRO, the MRO will contact the driver (either in person or by phone) and will conduct an interview to determine if there is an alternative medical explanation for the drug(s) found in the driver's urine specimen. If the driver provides appropriate documentation and the MRO determines that it is a legitimate medical use of the prohibited drug(s), the drug test result is reported as a negative to the City.

Consequences of a Positive Drug Test. A driver will be removed from safety sensitive duties and placed on administrative leave if the test returns a positive for drugs. A confirmed positive result for illegal drugs will result in termination of employment. The termination cannot take place until the MRO has interviewed the driver and determined that the positive test resulted from the unauthorized use of a controlled substance.

Confidentiality. Test results may be released only to the driver, designated City officials, a substance abuse professional, laboratory officials or a medical review officer. Records will also be made available to a subsequent employer or other identified person upon the driver's specific written request. Test results will not be released to others except as required by law or expressly authorized in the applicable DOT regulations (e.g., the decision maker in a lawsuit, appeal or administrative proceeding initiated by or on behalf of the driver and arising from a positive DOT drug or alcohol test or refusal to test; this includes workers' compensation and unemployment proceedings.) All test results will be kept in a confidential file by the Director of Human Resources. Management and supervisory personnel who are authorized to have access to alcohol and drug testing results must maintain complete confidentiality regarding this information. City employees who make a reasonable suspicion observation or who witness an accident must also maintain confidentiality. Breach of confidentiality relating to test results, or any other related matters, will likely result in disciplinary action, up to and including termination of employment.

Information From Prior Employers. For new hires, promotions and transferred employee-drivers seeking to perform safety sensitive functions for the first time, the City is required, with the driver's written consent, to obtain information from previous employers regarding alcohol test results of 0.04 or greater, verified positive drug test results, refusals to test (including verified adulterated or substituted drug test results), and any other violation of DOT drug and alcohol testing regulations within the two years prior to the date of the driver's application, promotion or transfer. Affected individuals must sign a Breath Alcohol and Drug Testing Results Request. The City will obtain and review the information before allowing the person to perform safety sensitive functions. If the City receives any such information about an applicant-driver, the applicant will not be hired; if such information is received about an employee seeking promotion or transfer, the employee will not be promoted or transferred to the driver position and may also receive disciplinary action, up to and including termination of employment. The City will maintain a written, confidential record of the information it obtains and/or the good faith efforts it made to obtain the information. This information will be retained for a minimum of 3 years. The City will also ask if the person has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the driver applied for, but did not obtain, safety sensitive transportation work covered by a DOT agency drug and alcohol testing rules during the past 2 years. If the person admits to such conduct, the person will not be allowed to perform safety sensitive functions for the City. If the driver refuses to provide the City with the required written consent, the driver will not be permitted to perform safety sensitive functions and will likely be disciplined (up to and including termination of employment) if employed, or not hired if applying for employment.

Record Retention. The City will maintain and retain records under this policy as mandated by DOT regulations.

Notification to Applicants/Employees of Positive Test Results. The City will notify applicants of the results of a pre-employment drug test if the applicant requests such results within 60 calendar days of being notified of the disposition of the employment application. The City will notify an employee of the results of random, reasonable suspicion and post-accident drug tests if the test results are confirmed positive, and also which controlled substance(s) verified positive after the MRO confirms the positive. The City will also make reasonable efforts to contact and request each driver who tested positive to contact and discuss the results of their drug test with an MRO who has been unable to contact the driver. The City will immediately notify the MRO that the driver has been notified to contact the MRO within 72 hours.

Employee Admission of Drug/Alcohol Use. An employee who admits to alcohol misuse or drug use must do so in accordance with the City's general Drug and Alcohol Use Policy; provided, however, the employee may not self-identify in order to avoid the testing requirements of this DOT policy. Further, the employee must make the admission prior to performing a safety sensitive function, i.e., prior to reporting for duty. The employee may not perform a safety sensitive function until the City is satisfied that the employee has been evaluated and has successfully completed educational or treatment requirements in accordance with the City's general Drug and Alcohol Use Policy. A drug and alcohol abuse evaluation expert, i.e., an EAP professional, a substance abuse professional or a qualified drug and alcohol counselor, will determine successful completion. Prior to the employee performing safety sensitive functions, the employee must undergo a return to duty alcohol test with a result of less than 0.02 and/or a return to duty drug test with a negative test result.

Safety Sensitive Functions. For purposes of this policy, safety sensitive function or duty means all the time from the time a driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety sensitive functions/duties include:

- All time at a City, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the City;
- All time inspecting equipment as required by applicable DOT regulations or otherwise inspecting, servicing, or conditioning any City Manager at any time;
- All time spent at the driving controls of a City Manager in operation;
- All time, other than driving time, in or upon any City Manager ;
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Transportation to Testing Site. With the exception of pre-employment and random testing, employees will be driven to the testing facility by a supervisor. The supervisor will remain with the employee during the testing process. The City will make arrangements to have the employee transported back to the City or home, as appropriate, after the testing is complete.

Questions. Anyone with questions regarding this policy should contact the Director of Human Resources.

12. EMERGENCY OPERATIONS PROCEDURES

12.01 Emergency Operations

This policy will be in effect whenever the City Manager or the City Manager's designee declares that emergency conditions warrant either in preparation for or as a reaction to, a potentially disastrous event. Each emergency situation is unique and this policy is intended for overall guidance only. Upon declaration of an emergency, Directors are authorized to release employees in Tiers 2-3 from duty as outlined below.

12.02 Emergency Operations; Classification and Staffing

Directors are responsible for appointing individual classifications to each of their employees. Every City employee will have one of the following classifications. Any employee classification can be immediately or temporarily reclassified upward or downwards depending on the needs of the City.

“Tier 1” – ESSENTIAL – Employees with specific responsibilities who remain in the City on the job or at a designated location during an emergency and are authorized to remain during a mandatory evacuation.

“Tier 2” – RE-ENTRY ESSENTIAL – Employees who must return to supplement or relieve Tier 1 employees immediately upon roads becoming accessible.

“Tier 3” – NON-ESSENTIAL – Employees whose presence is not essential in carrying out the emergency plan, but who cannot leave their positions until released by their supervisor, and must return to work as usual under normal operations after emergency status has ended.

Employees not at work are responsible for remaining in contact with their supervisor regarding assignments, and to stay abreast of the situation by monitoring radio and television for instructions or by calling the Emergency Operations Center.

12.03 Emergency Preparation Phase

City property will be secured and protected and other actions will be taken as necessary in individual departments. Directors will reconsider and reschedule or cancel, if necessary, all personal leave requests of Tier 1 and Tier 2 employees who are on personal leave, or are scheduled for personal leave. When assigned tasks under the Preparation Phase are completed in accordance with the Departmental Emergency Plan, Tier 2 and Tier 3 employees released from duty may choose to evacuate. Tier 1 employees will be allowed to secure their property and make arrangements for their families as scheduled by the Director. Each employee of the City shall have a hurricane evacuation plan for his/her family well in advance of an approaching storm.

12.04 Essential Services Phase

This phase occurs during the emergency situation. Only those employees whose assigned functions are necessary for the benefit of the general public during the emergency situation will work during the Essential Service Phase. Tier 1 employees will not be authorized to evacuate.

Shifts during the Essential Services Phase will be established according to departmental needs. Employees who are assigned on call status must advise supervisors of locations where they can be contacted at all times. Employees released from work will follow instructions regarding evacuation and shelter, as applicable.

If additional days are needed by the employee after the declaration to return to duty, the employee may request personal leave time or compensatory time off for personal emergency recovery. However, that request may be denied if the situation warrants.

Employees who do not remain on, or return to, duty when so ordered are subject to disciplinary action up to and including termination.

12.05 Return to Duty Phase

By reporting to work on the return-to-duty date and/or time specified by the CITY MANAGER, each employee meets their responsibility to work with other City employees as a team in helping to restore the community to normal service levels following a disaster period. Employees who choose to evacuate will be expected to report to work at the start of their next normal shift on the return-to-work date.

12.06 Departmental Responsibilities

Directors shall:

- Review this Emergency Policy with their employees annually and identify each position in which employees in their department are required to work during an emergency. This list of positions and employees who occupy them must be maintained and posted on the department’s official bulletin board or circulated to all their employees.
- Develop, post, communicate and circulate to all their employees the Standard Operating Procedures (SOPs) under each phase of an emergency, and annexes to the City’s Emergency Plan pertinent to that department(s).
- Hold an annual meeting to reiterate to employees their individual responsibilities and to inform them of any changes in this policy or the SOP.
- Ensure that all job descriptions state the Emergency Classification of their positions.
- Complete the “Emergency Preparedness Employee Classification Form” for every employee.

Each employee must be provided with a copy of his or her Tier classification form. The original must be forwarded to the Human Resource Department.

12.07 Supervisor Duties

Supervisors shall:

- Assist with the responsibility of the consistent and fair implementations of this policy.
- Document and initiate any disciplinary action resulting from any violations of this policy.

12.08 Employee Duties

All City Employees shall know his/her responsibility under this policy because compliance with this policy is mandatory and be responsible for complying with waiver request procedures as outlined in this policy.

12.09 Waivers

If an employee has personal circumstances that would affect his or her ability to work during any phase of this Policy, then the employee must notify his or her Director upon employment or within 30 days of the onset of the extenuating circumstances. The requests will be reviewed and approved/disapproved by the City Manager or his/her designee. Documentation of qualifying circumstances shall accompany the request.

12.10 Inclement Weather/Emergency Closing

Except for extraordinary circumstances, City offices DO NOT CLOSE. All City employees, whether exempt or nonexempt, are expected to make a sincere effort to report to work during inclement weather conditions or other emergency situations.

If an employee determines that the weather conditions constitute a danger to life and/or property, the employee must notify the immediate supervisor and/or Department Director and make arrangements to report to work if weather conditions improve. Any leave taken due to inclement weather can be flexed or charged to personal leave or comp time. Regular full-time and part-time nonexempt employees who are unable to flex their time and who have no accrued vacation or compensatory time available will not be paid for the time missed.

The Department Director/immediate supervisor is responsible for seeing that City services are staffed while City offices are open for business during inclement weather or emergency conditions. Any City service that cannot be provided during inclement weather or other emergency conditions must be immediately reported to the CITY MANAGER or his/her designee's Office.

When weather or other conditions are such that the CITY MANAGER or his/her designee declares certain City offices/departments officially closed, or if a mandatory evacuation has been declared, all affected personnel, i.e., those non-essential employees who were scheduled to work during the time of closure, will be granted "administrative leave" for the time the office/department is closed. Essential personnel must report to work even when other City departments are officially closed due to weather or other type of extraordinary circumstances. Essential personnel required to be on the job regardless of adverse weather or other conditions are designated by the Department Director and/or the CITY MANAGER or his/her designee. Essential personnel who fail to report to work may be subject to disciplinary action up to and including termination of employment. Employees are required to sign an acknowledgement form that they have received notice of their designation of essential or non-essential status and requirement to work during inclement weather at time of employment.

12.11 Compensation during Emergencies

Policy Summary

When an emergency impacts City employees' work schedules and status during emergency conditions and a "state of emergency" or "state of disaster" has been declared by the President, Governor, County Judge or CITY MANAGER or his/her designee may grant emergency administrative leave with pay immediately prior to and/or after the occurrence of a disaster, whether natural or man-made.

If it is determined that a civil emergency condition exists, including, but not limited to, riots, civil disorders, severe weather or hurricane conditions, other natural disasters, chemical incidents, or similar conditions, the CITY MANAGER or his/her designee may suspend all provisions of the City of Iowa Colony's Personnel Rules except for those sections concerning Safety and Wages and Discipline.

Scope

This policy applies to all non-exempt and exempt employees.

A. Declaration of Emergency

Notification of State of Emergency: When a state of emergency is imminent or has been declared, the City Manager or his/her designee or **designee** will notify all employees through department directors or managers of such declaration.

B. Emergency Periods

Pre-Impact Period This is the time period prior to the impending disaster and includes emergency response activities and preventive measures by the City of Iowa Colony's departments in preparing for the impending emergency. This period begins when the City Emergency Operations Center is activated because a "state of emergency" or "state of disaster" has been declared by the President, Governor, County Judge or City Manager or his/her designee, or for other good cause by the City's Emergency Management Coordinator or.

Emergency Period This is the time period during which emergency response activities and restoration of critical services are conducted to protect life and property, and most other regular City services are suspended. During this period, the City Manager or his/her designee may designate key essential personnel to take mandatory shelter in the City Emergency Response Operations Center. The Emergency Period begins when the City is closed for **normal** business and ends when the City Manager or his/her designee declares it safe for all employees to return to work.

Post Impact/Recovery Period This is the time period during which activities are conducted to restore the City's infrastructure and services to pre-disaster conditions. This period begins when the City Manager or his/her designee declares it safe for all employees to return to work, and ends when the City Manager and/or City Manager or his/her designee declares the period is over.

No one is excused from work until the City Manager or his/her designee, through the department directors, authorizes employees to leave, even if a public announcement of office closures or suspension of services is issued. Employees must return to work as soon as an emergency is over to participate in the Post Impact/Recovery Period. Employees excused from work during an emergency will be on emergency paid administrative leave.

Emergency paid administrative leave will start when the employee is excused by his/her Department Director and will continue until the City Manager or his/her designee declares it is safe for all employees to return to work. Employees are expected to return to work on their next scheduled day or shift following the City Manager or his/her designee's declaration. If an employee fails to show up for work or cannot show up for other reasons then the time lost will be Leave of Absence Without Pay, unless other paid leave (vacation, sick, etc.) is approved.

The City of Iowa Colony recognizes that employees have personal and family responsibilities that may conflict with the obligation to fulfill their job requirements during hazardous weather or state of local emergency. When evacuation of personal residences is required, Emergency Essential employees will be permitted and expected to make arrangements for their families like any other citizen, including the use of authorized shelters. The Emergency Essential Employees may be granted up to 4 hours of administrative leave for this purpose. Employees who are not

able to return to work due to emergency conditions (for instance, they have evacuated the area and are unable to return, or they are unable to leave their residence to return to work at City facilities due to impassable roadways, etc.) must contact their department director **or designated supervisor** as soon as possible and utilize appropriate leave time.

During a state of emergency, any unauthorized absence from work or assignment may be considered sufficient cause for discharge.

C. Employee Status

Prior to a declaration of a civil emergency, Department Directors shall, designate “Emergency Essential” and “Emergency Non-Essential” personnel. All personnel shall be advised of their status as of **January 1st** each year. Individual employee status may change, as the needs of the City change during the civil emergency, or at the discretion of the Department director.

“Emergency Non-Essential” – After a needs assessment is made, some employees may be temporarily excused from work, concurrently or successively, as determined by the type of emergency event, those will be designated as “Emergency Non-Essential.” They will be placed on Emergency Paid Administrative Leave pursuant to this policy.

“Emergency Essential” – Each department director is responsible for identifying those employees who will be required to remain or respond in the event of emergency conditions and those employees will be designated as “Emergency Essential.” “Emergency-Essential” employees may be required to be available immediately before (Pre-Impact), during (Emergency)—*e.g.*, those within the Emergency Operations Center—and/or after the disaster or emergency condition (Post-Impact/Recovery) to perform duties directly related to the emergency conditions, as determined by City.

“Post-Impact/Recovery Assigned” – Post-emergency, all City employees are considered Post-Impact/Recovery Assigned employees. All City employees are to return to work after the City Manager or his/her designee declares it is safe. After the return to work, some employees may be further identified as “Essential Recovery,” while others may be temporarily excused from work. The City Manager or his/her designee and each department or function is responsible for identifying those employees who are essential to the quick restoration of critical services to the community. These employees designated as “Essential Recovery” employees are required to work during periods after the emergency when other employees may be dismissed on leave or furlough.

Emergency Duty Assignment: In the event of an emergency, the City Manager or his/her designee may assign employees to any duty to the extent that the City is not in violation of any State or Federal Law. This includes employees of one department serving in an emergency capacity for any other department or function as assigned.

D. Compensation for Hours Worked During a Declared State of Emergency – Non-Public Safety / Non-Emergency Management Personnel

During declared emergency status, the exempt employees shall receive their regular salary except during the Emergency Period when key essential exempt employees are required to reside in the City Emergency Operations Center. *The exempt-status employee(s) base salary will be computed to arrive at an hourly rate; then the City shall pay the exempt-status employee(s) 1 times their hourly rate for each hour of mandatory residency in the City Emergency Operations Center (EOC).* Nothing herein shall be construed to affect the exempt status of such employees.

During the Emergency Period, employees (exempt and non-exempt) released from work or who are not required to report to work due to the emergency event shall receive pay for their normally scheduled workday. These hours shall **not** count as “time worked” for the purpose of computing overtime for non-exempt employees and shall be clearly noted on the time sheet with the appropriate emergency coding as designated by the Finance Department.

During the Emergency Period, non-exempt employees authorized to perform work for the benefit of the City shall be paid at a rate of one and one-half times (1.5x) base straight pay for all hours worked during the declared emergency conditions, when other employees are allowed administrative leave, until the City Manager or his/her designee declares that it is safe for all employees to return to work. After such time, the employee will be paid according to the

normal pay policy. During the period when essential employees are required to reside in the City's Emergency Operations Center, they shall be paid one- and one-half times (1.5x) their normal rate of pay for all hours worked and one times (1x) their normal rate of pay for all non-work hours. Mandatory residency in a City Emergency Operation Center may vary by department as determined by the Department Director and approved by the City Manager or his/her designee.

Employees who are out on prior-approved leave or who called in sick or took unscheduled leave during any of the three periods will continue to be charged for such leave and if they do not have sufficient accruals will be placed on Leave Without Pay.

All other policies concerning remuneration shall comply with the City of Iowa Colony's Personnel Rules and the Fair Labor Standard Act.

At the director's discretion, previously approved leave, vacation, etc., for essential employees may be cancelled when a state of emergency is imminent or declared. Failure to return to work upon notice, either written or verbal, that leave has been cancelled will be deemed as an unauthorized absence from work or assignment which may be sufficient cause for termination.

E. Compensation for Hours Worked During a Declared State of Emergency – Public Safety / Emergency Management Personnel

When the Police Department or Emergency Management exempt personnel are ordered to reside, take shelter, in City Emergency Operation Centers during a declared emergency, they shall be paid for all hours while under mandatory residency requirement in excess of their normal work schedule. *The exempt-status employees' base salary will be computed to arrive at an hourly rate. The City shall pay the exempt-status employees 1 times (1x) their hourly rate for each hour while under the mandatory residency period.* Nothing herein shall be construed to affect the exempt status of such employees.

During the Emergency Period, employees (exempt and non-exempt) released from work or who are not required to report to work due to the emergency event shall receive pay for their normally scheduled workday. These hours shall **not** count as "time worked" for the purpose of computing overtime for non-exempt employees and shall be clearly noted on the time sheet with the appropriate emergency coding as designated by the Finance Department.

During the Emergency Period, non-exempt (hourly, overtime eligible) employees shall be paid at a rate of one time (1x) base straight pay. When Public Safety / Emergency Management employees are under mandatory residency at the Emergency Operations Center, non-exempt employees shall be paid at a rate of one and one-half (1.5x) base rate for all hours worked and one times (1x) for all non-work hours. Mandatory residency in a City Emergency Operation Center may vary by department as determined by the Department Director and approved by the City Manager or his/her designee. After discontinuing mandatory residency in the Emergency Operations Center, the employee will be paid according to the City's normal pay policy.

Employees who are out on prior-approved leave or who called in sick or took unscheduled leave during any of the three periods will continue to be charged for such leave. If accrued leave is exhausted the employee will be placed on Leave Without Pay.

All other policies concerning remuneration shall comply with the City of Iowa Colony's Personnel Rules and the Fair Labor Standard Act.

At the director's discretion, previously approved leave, vacation etc., for essential employees may be cancelled when a state of emergency is imminent or declared. Failure to return to work upon notice, either written or verbal, that leave has been cancelled will be deemed as an unauthorized absence from work or assignment which may be sufficient cause for termination.

F. Summary of Emergency Periods

<u>Pre-Impact Period</u>	<u>Emergency Period</u>	<u>Post Impact/Recovery Period</u>
<p>This is the time period prior to the impending disaster. This period includes emergency response preparation activities and preventive measures by the City of Iowa Colony departments in preparing for the impending emergency.</p> <p>Starts –City activates EOC or state of emergency or state of disaster is declared</p> <p>Ends –City closes for business or emergency conditions pass and City resumes normal operations</p>	<p>This is the time period during which emergency response activities and restoration of critical services are conducted to protect life and property, and most other regular City services are suspended.</p> <p>Starts – City is closed for business</p> <p>Ends -- CITY MANAGER or his/her designee declares all clear</p>	<p>This is the time period during which activities are conducted to restore the City’s infrastructure and services to pre-disaster conditions, and some City services may be suspended.</p> <p>Starts –CITY MANAGER or his/her designee declares all clear</p> <p>Ends -- As determined by Dept. Directors with CITY MANAGER or his/her designee approval. This may vary by department.</p>

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XIII. SEPARATIONS FROM SERVICE; REINSTATEMENTS

13.01 Separations

The City designates all employee separations as one of the following types:

Resignation. An employee who intends to resign is requested to notify the supervisor and/or the Director of Human Resources in writing at least 2 weeks prior to the last day of work. Employees who fail to give a two-week notice are typically not eligible for rehire. The supervisor is responsible for immediately notifying the Director of Human Resources.

Retirement. An employee who intends to retire is requested to notify the Department Director, supervisor, and the Director of Human Resources, in writing at least 2 weeks prior to the date of retirement. The TMRS application for retirement must be in the TMRS office the day of intended retirement date to lock in the in-service-date.

Dismissal/Termination. The City may terminate an employee's employment consistent with this policy and state and federal law. City employees who are terminated, or who resign in lieu of termination, due to unsatisfactory performance, pending results of an investigation, or conduct and /or violation of City policies or procedures, are not eligible for rehire.

Dismissal may also occur for the following:

Job Abandonment. If an employee fails to properly notify the City of an absence from work or if an employee is absent without authorization and/or notification for three or more consecutive days, the City will normally consider the employee to have abandoned employment, and the employee will be terminated.

Long-Term Absence. Any employee who is absent from work for more than 180 days in a year, for whatever reason, will be terminated. Brief appearances at work during an overall absence of 180 days will not prevent the City from terminating an employee if determined to be in the City's best interest. Likewise, any employee who reports to work (e.g., in a modified duty capacity) but is unable to perform the essential functions, with or without reasonable accommodation, of the actual position after a period of 60 days will be returned to off duty status. The City may elect to end the employee's employment before the expiration of 180 days if it is unlikely that the employee will be able to return to full-time active duty at the end of the leave. An employee who has a paid leave balance remaining at the end of 180 days may, at the City's option, extend the leave using any available paid leave balance, or be terminated and paid for accrued leave balances. This policy will be administered consistently with the City's reasonable accommodation obligations under the Americans with Disabilities Act.

Reductions-in-Force/Reorganization. An employee may be separated from City service when it is deemed necessary by reason of shortage of funds or work, the abolition of the position, or other material change in the duties of the organization, or for other reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee.

Death. If a City employee dies, the designated beneficiary or estate will be paid all earned pay and payable benefits.

13.02 Layoffs/ Reorganizations

The City may layoff an employee, transfer an employee to another position, or demote an employee because of changes in duties or organization or lack of work or funds. The City will decide the order of layoff or reorganization among employees based on demonstrated job performance and efficiency and seniority. Layoffs, transfers and demotions resulting from reorganizations are not disciplinary actions.

13.03 Incapacity

An employee may be separated for incapacity or medical reasons when the employee no longer meets the standards of fitness required for the position.

13.04 Exit Interview; Return of City Property; Final Payments

The City usually provides separating employees with an exit interview prior to their last day of work. The purpose of the exit interview is to finalize all compensation due, return City equipment, provide explanation of any continuing benefits, review employment history, discuss the reason(s) for the separation, and solicit constructive feedback to improve the City. The Director of Human Resources shall complete an Exit Interview Form, and the supervisor also completes a form. Exit interviews are conducted confidentially by the Director of Human Resources. Information discussed during the exit interview may be shared with the CITY MANAGER or his/her designee's office and acted upon as deemed appropriate by the City. The Department Director (or designee) is responsible for promptly notifying the Director of Human Resources of all separations, arranging for the exit interview and providing documentation of receipt of all departmental and/or City property from the exiting employee.

Final payment of compensation may be withheld pending return of City property (including city-issued ID cards), completion of necessary paperwork, and other requirements of separation.

13.05 Reinstatement

The City may recall to work a person whom it laid off. Employees who left City employment in good standing to enter duty with the armed forces of the United States shall be eligible for reinstatement according to applicable Texas and federal laws.

13.06 Retirement

The City participates in the Texas Municipal Retirement System, which provides retirement benefits to eligible employees. Employees covered under TMRS are required to contribute a percentage of the employee's pay to be deposited into the member's account as determined by the City Council. The City of Iowa Colony currently contributes matching funds pursuant to actuarial assumptions. Participation by every full-time regular employee is a condition of employment. All amendments and additions to such system enacted by the City Council are continued in full force and effect, and are incorporated herein by reference. Employees are provided retirement benefits upon meeting TMRS eligibility and plan requirements. Specific TMRS plan requirements and provisions can be obtained from Human Resources or TMRS.

The City participates in the Federal Social Security and Medicare Programs which provide benefits upon retirement. A deduction from the employee's salary is matched with the required IRS rates for employers by the City for this benefit. Participation by every employee is a condition of employment.

XIV. DISCIPLINARY POLICIES

14.01 Disciplinary Guidelines

The following disciplinary guidelines are advisory and the City Manager or his/her designee may alter, combine, or bypass any or all of the listed provisions or procedures when the City Manager or his/her designee deems such action appropriate. The City Manager or his/her designee may use the methods described below to enforce and maintain proper standards of discipline and personal conduct among employees. The methods described below should be used in the manner deemed most effective for meeting the described management goals.

14.02 Disciplinary Process

Oral Reprimand or Warning. An oral reprimand or warning may be used by managers to identify violations and indicate needed improvement. A written record of this warning may be maintained within the employee's department.

Written Reprimand or Warning. A written reprimand, which is normally the second step in the disciplinary procedure, shall be signed by both the employee and the supervisor and may be maintained within the department. If an employee refuses to sign, the supervisor shall have a witness sign that a copy was given to the employee. The employee's signature indicates receipt of the document only, not acceptance of its contents. This document should

include identification of the violation, indication of the necessary improvement, and information concerning further disciplinary action that may result.

Disciplinary Suspension. An employee may be suspended without pay. An employee who is suspended shall be given written notice of the reasons for the action. A copy shall be forwarded immediately to the Director of Personnel to be made a part of the employee's official personnel history record. Following completion of the suspension period, the employee will be automatically reinstated. However, an employee may be terminated without prior disciplinary action. Exempt employees may be issued disciplinary suspensions in accordance with the Fair Labor Standards Act and the appropriate regulations.

Administrative Suspension. During an investigation, hearing, or trial on any civil or criminal charge, an employee may be suspended upon recommendation by the Director with approval of the City Manager or his/her designee. The administrative suspension may be for the duration of the proceedings, or any appropriate portion thereof as would be in the best interest of the City. The employee may be administratively suspended with or without pay. The City may take further action including dismissal or reinstatement, at any point in the process, as determined by the City Manager or his/her designee.

14.03 Complaint Against Law Enforcement Officer

Sections 614.021 through 614.023 of the Texas Government Code govern certain complaints against certain law enforcement officers. This policy is not intended to alter the requirements of those statutes, and they are generally summarized here for convenience of reference. Those statutes generally require the following:

(a) Complaints against certain law enforcement officers must be in writing and signed by the complainant, in order to be considered by the head of the local enforcement agency.

(b) A copy of the signed complaint must generally be given to the law enforcement officer within a reasonable time after the complaint is filed.

(c) In general, disciplinary actions may not be taken against the officer unless a copy of the signed complaint is given to him/her.

(d) In general, the officer may not be indefinitely suspended or terminated from employment based on the subject matter of the complaint, unless: (1) the complaint is investigated; and (2) there is evidence to prove the allegation of misconduct.

V. GRIEVANCE POLICY

15.01 Grievance Eligibility

Except for Council appointees, an employee of the City who has been employed by the City for more than six (6) months and has completed their probationary period and who feels that disciplinary action has been improperly taken against them may file a grievance. Disciplinary action shall mean a demotion, suspension, or termination. Actions or results which occur that are beyond the control of the City, or that relate to policy matters (such job eliminations or reductions in force) shall not be considered grounds for a grievance.

15.02 Grievance Administrator

The Director of Human Resources will serve as the administrator of grievances and perform work incidental to the grievance policy.

15.03 Non-Termination Grievance Procedure

Step A

- 1) The employee informally discusses the grievance with his or her supervisor.
- 2) The supervisor decides what action, if any, will be taken in regard to the grievance.
- 3) If Step A does not result in a resolution of the grievance, the employee may proceed to Step B. Step B must be initiated within three working days after the informal discussion with his or her supervisor.

Step B

- 1) The employee prepares and gives to his or her supervisor a written statement giving the details of the grievance and stating the specific remedial action requested.
- 2) The supervisor reviews the facts of the grievance, makes a written decision as to what action, if any, is to be taken to resolve the grievance. The supervisor then communicates the decision to the employee within five working days after having received the grievance.

Step C

- 1) If the employee is not satisfied with the decision in Step B, or, if the supervisor fails to respond within five working days, the employee may submit a written copy of the grievance to the Director along with a copy of the decision made by the supervisor, or, a statement that the supervisor failed to provide a decision within the five-day limit if such is the case.
- 2) The Director reviews the details of the grievance and, within five working days, provides the employee with a written statement of what action, if any, is to be taken to resolve the grievance.
- 3) If the employee's immediate supervisor is the Director, Step C of the grievance procedure may be eliminated, and the employee may go immediately to Step D.

Step D

- 1) If the employee is not satisfied with the decision of the Director, or, if the Director fails to respond within five working days, the employee may within three working days after the expiration of the five days submit a copy of the grievance to the City manager or his/her designee. Copies of any decisions made in Steps B and C, or statements of a failure of the supervisor or Director to respond where such is the case, are presented at this time.
- 2) The City manager or his/her designee gathers any additional information that may be pertinent to the grievance and determines what action, if any, is to be taken to resolve the grievance. The City Manager or his/her designee's decision is final in any non-termination grievance.

15.04 Termination Grievance; City Manager or his/her designee Action

The City Manager or his/her designee may terminate an employee for one or more of the grounds contained in this Handbook or for other reasons deemed sufficient by the City Manager or his/her designee to warrant such action. If the City Manager or his/her designee discharges an employee, the City Manager or his/her designee shall, within five working days of the date of the termination, mail, deliver, or cause to be delivered, a written statement ("letter of termination") to the terminated employee

An employee who wishes to appeal the termination decision must appeal the decision in writing to the City Manager or his/her designee within five working days of receiving the letter of termination. The written appeal must include a short statement of the basis for the appeal. The City Manager or his/her designee may choose to meet with the appealing employee before rendering a decision on the appeal. The City manager or his/her designee will respond to

the employee in writing within five working days of the later of receipt of the appeal letter or the date of the meeting with the former employee. The City manager or his/her designee 's decision will state whether the termination is upheld, reversed, or modified. If the termination is reversed or modified, the City Manager or his/her designee will decide whether the employee is entitled to full back pay, partial back pay or no back pay. The City Manager or his/her designee will not hold any other type of hearing. The City Manager or his/her designee 's decision is final in any termination grievance.

15.05 Stopping the Grievance Process

- a. Only the employee who has filed the grievance shall be able to stop the grievance procedure by either action or inaction.
- b. The grievance procedure shall be stopped if:
 - 1) The employee indicates he or she is satisfied with the action to resolve the grievance at any level of the grievance procedure; or
 - 2) The employee, for any reason, indicates that he or she no longer wishes to continue the grievance procedure; or
 - 3) The employee fails to take action to continue with the next step of the procedure within three working days of completion of the prior step; or
 - 4) The employee has exhausted all available steps of the grievance procedure.

XVI. CITY PROPERTY

16.01 Issuance. The City attempts to provide employees with adequate tools, equipment, vehicles and facilities for the job being performed, and the City requires all employees to observe safe work practices and lawful, careful and courteous operation of vehicles and equipment. Any City-provided safety equipment must be used at all times.

From time to time, the City may issue various equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, telephone cards, uniforms, cellular telephones, computers, and computer-related equipment. Employees are responsible for items formally issued to them by the City, as well as for items otherwise in their possession or control or used by them in the performance of their duties. At the time of issuance, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items. In addition to payroll deductions, the City may take any other action it deems appropriate or necessary to recover and/or protect its property.

Employees must notify their supervisor immediately if any vehicle, equipment, machinery, tools, etc. appears to be damaged or defective, or are in need of repair. The appropriate supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of equipment will likely result in disciplinary action.

16.02 Personal Use Prohibited. City property, materials, supplies, tools, equipment or vehicles may not be removed from the premises or used for personal business without prior written approval by the City Manager or his/her designee, or the Department Director.

16.03 Vehicle Allowance. An employee may be given a monthly allowance for consistently using such employee's own vehicle for City business if the use is deemed necessary by the City Manager or his/her designee. The amount of the allowance shall be determined by the City Manager or his/her designee.

16.04 Take Home Vehicles. A City vehicle may be assigned to a position or employee when it is more economical than payment of a car allowance or mileage reimbursement. To be eligible for assignment of a take-home vehicle, an employee must be subject to emergency call back during off duty hours to locations other than the employee's normal

work station. No personal use of a take-home vehicle is permitted except to commute to and from home or work. A City vehicle is not to be used for personal business such as going to the bank, grocery store, etc. or for any outside employment without prior written approval of the City Manager or his/her designee. No alcoholic beverages are allowed in City vehicles. No passengers may be transported in take-home vehicles except as required by official duties or with approval of the City manager or his/her designee. No smoking in city vehicles is permitted.

If approved by the City Manager or his/her designee, use of a City owned vehicle may be included within a contract of employment and may be exempt from this policy, but will be regulated within the terms of the contract.

The City's vehicles are classified as either "exempt" or "non-exempt" as prescribed by law. Employees to whom a "non-exempt" vehicle is assigned for take-home will likely incur a federal income tax liability for the fringe benefit of commuting to and from work. Most pickups, vans and automobiles are classified as "non-exempt" vehicles. Police and fire vehicles used by employees on call 24-hours are normally exempt from the fringe benefit tax liability.

16.05 Use of City Vehicles. City-owned or leased vehicles may be used only for official City business. City owned or leased vehicles may only be driven by authorized City employees. If an employee drives a personal vehicle, or a city-owned, rented or leased vehicle on the job or while carrying out City-related business, the employee must comply with the following:

- Drivers must have a valid State of Texas driver's license appropriate for the vehicle operated, must maintain a satisfactory driving record, and must inform their supervisor of any change in status.
- Always observe all posted laws and speed limits.
- Always wear seat belts when the vehicle is in operation and ensure permitted passenger wear seatbelts.
- No passengers other than City employees or others on City business may ride in a city vehicle unless otherwise approved in advance by the City Manager or his/her designee.
- No personal use of City-provided vehicles is allowed without the prior, specific approval of the City Manager or his/her designee.
- All maintenance and use records for City vehicles must be completed as directed by the employee's supervisor.
- Report any broken, missing, or worn parts, tires, etc., or any needed maintenance of City vehicles to the appropriate supervisor immediately.
- All drivers must be eligible for coverage under the City's insurance policy.
- Drivers covered by Department of Transportation (DOT) regulations must comply with them at all times.
- At no time may an employee under the influence of alcohol or a presence in the system of illegal drugs drive a city vehicle or a personal vehicle while conducting city business.
- Employees involved in an accident while operating a city vehicle or while operating a personal vehicle on city business, must immediately notify the proper law enforcement agency (if applicable) and the appropriate supervisor, department director, and /or City Manager or his/her designee. Accident reports, along with any law enforcement report, must be filed by the employee with the Department Director and the Director of Human Resources.

The City may, at any time, check the driving record of a City employee who drives as part of the job duties to determine that the necessary qualifications are maintained as a City driver. Employees must cooperate in giving the City whatever authorization is required for this purpose.

The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of a vehicle, may result in loss of driving privilege or disciplinary action.

16.06 Personal Property. All employees shall be solely responsible for their personal property at all times. The City is not responsible for theft, loss, or damage to items of personal property.

XVII. TRAVEL

It is the City's policy to pay for, or reimburse, all reasonable and necessary expenses incurred by an employee when the employee travels on City-related business in accordance with this policy.

17.01 Transportation. The most efficient and economical mode of travel must be used. Air travel arrangements are to be made by each department. Air travel must be booked at the most discounted fare basis whenever possible. When authorized, an employee using a personal vehicle on City business shall be paid an amount per mile; equivalent to the current IRS rate at the time, or shall be paid the equivalent of a coach airline fare, whichever results in the lower cost to the City. In instances of approved private vehicle use, reimbursement will also be made for mileage tolls and parking fees. Receipts are required for toll and parking fees, as well as for taxi cabs, limos, and other modes of transportation. The City will pay for rental vehicles upon written approval of the City Manager or his/her designee (or designee).

17.02 Travel Approval All travel and travel credit card usage must be approved in advance by the employee's Department Director (or designee), unless otherwise stated in this policy. In addition, any travel out of state must be approved by the CITY MANAGER or his/her designee as set out below.

17.03 Lodging. Expenses for lodging are to be at the single room rate, unless an employee is approved in advance for double occupancy. Extra charges for room service will not be paid by the City. An itemized hotel receipt must be provided, including an itemization for any room service charges to be paid/ reimbursed by the City.

17.04 Meal Allowance. The City shall pay actual necessary food expenses for an employee or City official traveling on City business. Expenses for meals shall either be reimbursed at actual cost as supported by receipts or by per diem allowance. In lieu of itemized receipts for meals for in state travel, a per diem allowance as outlined by the Texas Comptroller's office will be reimbursed. Even if supported by a receipt, reimbursement shall not exceed fifty (\$50) dollars for any one meal.

17.05 Long Distance Phone Calls. Reasonable and necessary long distance business phone calls and computer related expenses for City business reasons only will be reimbursed.

17.06 Non-Allowable Expenses. Expenses or charges for the following will normally not be reimbursed and must be paid for by the employee:

- In-hotel pay television and movies
- Dry cleaning and laundry;
- Health club and spas;
- Expenses of a spouse;
- Alcoholic beverages;
- Personal long distance telephone calls; and
- Other items of a personal nature.

17.07 Request for Reimbursement and Return travel credit card. Upon return to the City, the travel credit card must be returned by the end of the first business day following the trip. Along with a complete accounting of all expenditures of City funds is to be filed within 5 days on the City's expense form. Receipts for all expenses, including hotel bills and registration fees, must be attached to the statement.

17.08 Travel to Training. The current IRS rate mileage reimbursement will be paid to employees who must use their personal vehicles to travel to a training destination further than their designated work location or other City

locations and/or facilities. Actual mileage readings must be submitted for reimbursement. For employees receiving a car allowance, reimbursement will only be considered when travelling outside the Houston metro area.

17.09 Expenses Not Covered in Policy. The City Manager or his/her designee 's approval must be obtained prior to any expenditure of funds for items or changes which are not specifically addressed in the travel policy.

17.10 Compliance. Abuse of this policy, including falsifying expense reports or submitting false claims, will result in disciplinary action, up to and including termination of employment.

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APPENDIX A

Charter Positions

None.

Appointive Offices

In addition to the elected officers, the other officers of the city shall be the city manager (if one has been appointed), city secretary, municipal court judge, and city attorney, and such other officers as the council may from time to time establish. The council may abolish or consolidate such offices and positions as it may deem to be in the best interest of the city and may divide the administration of such offices or positions as it may deem advisable, create new offices and positions, and discontinue any office or position at its discretion, except the offices of city manager, city secretary, municipal court judge, and city attorney.

Appointment and Removal of Employees and Appointive Officers

- a. Removal of officers appointed by the city council shall be at the discretion of the council, by vote of the majority of the Aldermen qualified to vote thereon, except as may otherwise be provided by law.
- b. The City Council appoints the City Manager (if one has been appointed), City Attorney, and the Judge of the Municipal Court to serve as at-will employees or officers of the city.
- c. The City Manager or his/her designee appoints, suspends, and/or removes all or one of the directors of the city departments, including the City Secretary, with the concurrence of the City Council. The City Manager or his/her designee appoints, suspends, and/or removes all other employees of the City.

**CITY OF IOWA COLONY,
WORK ORDER – No. 2021-01**

**Civil Engineering Services for
Public Safety Building**

Adico, LLC will provide professional engineering services to the City of Iowa Colony for the Iowa Colony Public Safety Building.

PROJECT DISCRIPTION:

Adico, LLC (“**ADICO**”) is pleased to present this proposal to perform professional engineering design services to the City of Iowa Colony (“**City**”). The proposed project will consist of development of the City Public Safety Building situated on approximately +/- 3.0 acres of land located at SWC of Meridiana Parkway and Karsten Blvd.

Based on our research, below is our understanding of the project:

1. The site will be located within the city limits of Iowa Colony.
2. The site is with Brazoria County MUD No. 32.
3. Regional detention for the site has been provided by the developer.
4. There are multiple pipelines that will be require crossing for utilities and driveway.

SCOPE OF SERVICES:

Based on our understanding, ADICO proposed to provide professional civil engineering as set forth in this proposal

Surveying and Civil Engineering Design Services (Basic Services):

1. Provide Topographic Survey of all underground and surface features for civil design and certified by a Registered Professional Land Surveyor in Texas based on a 50' grid. We will provide the topographic survey with boundary in cad format for use during the planning and design phase of the project. We will request any existing survey information from the Owner before starting work to ensure the tract boundary and all property lines are as accurate as possible.
2. Prepare civil site engineering improvements, including the following:
 - a. Prepare onsite domestic water and sanitary sewer plan.
 - b. Prepare site fire water layout including access drive and fire water loop.
 - c. Prepare site grading and paving improvements.
 - d. Prepare storm sewer plan and drainage area maps.
 - e. Prepare concrete pavement joint plan.
 - f. Prepare SWPPP plan.
 - g. Prepare civil general construction notes.
 - h. Prepare civil site plans and Dimensional Layout as provided by Architect.
 - i. Attend design coordination meetings as required.
 - j. Civil responsibility begins 5' outside building.
 - k. Prepare civil details and specifications as required.
 - l. Traffic control plan for work in the ROW.
3. Pipelines and Brazoria County MUD 32 (“BCMUD 32”) Coordination
 - a. Negotiations, meetings or consulting services with Brazoria County MUD 32 on behalf of the City.

- b. Submit and obtain approval for permitting for civil site package to the BCMUD 32.
 - c. Coordinate, submit and obtain approvals for utility crossing and driveway crossing from Dow Chemical and Conoco Pipelines.
4. Bid Phase Services
- a. Review civil submittals and comments as required.
 - b. Review and respond to RFI and CPR.
 - c. Perform four (4) construction observation site visits, complete punch list walk and final walk. (6 site visit total).
 - d. Construction means and methods will not be provided such that it conflicts with the means and methods of the Contractor, however, we will provide construction observation (4 visits) through the duration of the project in order to supplement any construction issues or field utility conflicts should they arise.
5. Construction Phase Services
- a. Review civil submittals and comments as required.
 - b. Review and respond to RFI and CPR.
 - c. Perform four (4) construction observation site visits, complete punch list walk and final walk. (6 site visit total).
 - d. Construction means and methods will not be provided such that it conflicts with the means and methods of the Contractor, however, we will provide construction observation (4 visits) through the duration of the project in order to supplement any construction issues or field utility conflicts should they arise.

Additional Services: The following items are not part of the Basic Services provided above. Adico, LLC will perform these additional service items based on the attached rate schedule or negotiated fee.

- 1. LEED Design
- 2. Platting services
- 3. Surveying services.
- 4. Any fees associated with Plan Review and Permit Costs. Fees and costs associated will be submitted as reimbursable expense if paid for by Adico, LLC.
- 5. Document printing for additional plan sets during construction phase
- 6. Fire flow tests, if required, can be coordinated by Adico, LLC. Testing fee will be submitted as a reimbursable expense.
- 7. Value Engineering Design services.
- 8. Retaining Wall Design.
- 9. Design of any lift station or storm water pump station is considered an additional service. Electrical design services will be coordinated with the MEP Design consultants.
- 10. Offsite improvements, including roadway improvements, water or sewer line extension.
- 11. Gas, telecommunication, electric and fiber. This will be coordinated with by MEP.
- 12. Landscape Design or Irrigation plans.
- 13. Irrigation Booster or Fire Water Tank/Booster System.
- 14. Traffic Studies. We understand this will be completed by the District Traffic Engineer. If required, we can provide a subcontract agreement for this service.
- 15. As-Built drawings
- 16. HOA submittals and/or coordination.
- 17. Site plan changes after 100% CDs drawings, including during construction.

COMPENSATION:

Compensation for this assignment shall be in accordance with this letter agreement for Professional Engineering services executed between the Architect and ADICO. Billing for this assignment will be a monthly invoice based on a total percentage of effort provided with payment due 10 days upon receipt from Owner. Based on this agreement and the scope of work described above, we recommend that a **Total Professional Services Fee Not to Exceed \$49,500.00** be established.

Description:	Sub Total
A. Civil Engineering and Surveying Services	
1. Topographic Survey	\$5,500
2. Civil Site Design Services	\$32,500
3. Coordination with BCMUD 32 and Pipelines	\$3,500
4. Bid Phase Services	\$1,500
5. Construction Phase Services	\$6,500
TOTAL PROFESSIONAL FEES	\$49,500

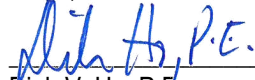
Lump Sum Fee not to Exceed \$49,500.00 plus reimbursable expenses.

If you are in agreement with the professional engineering services that Adico, LLC will provide to the City of Iowa Colony for engineering fee and basis of compensation for our services, please sign both copies of this work order and return one copy to me.

Thank you for considering our firm for your professional engineering services.

Very truly yours,

Adico, LLC



Dinh V. Ho, P.E.

7/1/2021

Date

Accepted: City of Iowa Colony, Texas

Mr. Ron Cox, Interim City Manager

Date

From: Aaron Herrera Aaron.Herrera@tdem.texas.gov @
Subject: Coronavirus Local Fiscal Recovery Funds (CLFRF) IOWA COLONY
Date: July 8, 2021 at 1:31 PM
To: mayor@cityoflowacolony.com
Cc: rcox@lowacolonytx.gov, krosser@lowacolonytx.gov, Creig Romero Creig.Romero@tdem.texas.gov, Mike Jones Mike.Jones@tdem.texas.gov

AH

Good Afternoon Mayor Byrum-Bratsen,

Creig Romero and I are contacting you on behalf of TDEM (The Texas Division of Emergency Management).

The Texas Division of Emergency Management (TDEM) is reaching out to inform you that the state will soon announce the availability of Coronavirus Local Fiscal Recovery Funds (CLFRF) and you have been identified as a point of contact for Iowa Colony under this program.

The program is part of the American Rescue Plan Act of 2021 and provides funding to local governments to help respond to the COVID-19 public health emergency or make infrastructure improvement . TDEM will distribute two payments if you elect to participate in this program.

You should have received an email notification from the State with details on the program and how to complete the registration process to receive these funds.

In order to participate in this program, there is an immediate action needed on behalf of Iowa Colony due to the short timeframe for distribution of funds. Please review and complete the required information by August 2nd.

1. If you **elect** to participate in this program, please complete the required steps in the [Timeline Check-in](#) attached to the email you received. If you did not receive the email, I can email it to you now.
2. If you **do not elect** to participate in this program, Iowa Colony will need to complete a Declination of Funding Form. This form was attached to the email you received. If you did not receive the email, I can email it to you now. Once completed, the form will need to be emailed to CRF@TDEM.TEXAS.GOV.

Iowa Colony should prepare and upload their submission packages as soon as possible. If you have not uploaded a complete submission package in a timely manner or are nonresponsive you may lose access to these funds.

If you have any questions or problems completing this information or accessing the required forms, please let me know and I can help get you the assistance needed. You can also contact CRF@TDEM.TEXAS.GOV for additional information.

Our contact information is:

Aaron Herrera

Aaron.herrera@tdem.texas.gov

Office: 713-967-7004

Creig Romero

Creig.romero@tdem.texas.gov

Office: 713-967-7002

TDEM District Coordinator

Mike Jones

Mike.Jones@tdem.texas.gov

Office: 409-933-1125

Regards,

Aaron Herrera | Recovery Coordinator

Texas Division of Emergency Management

O: (713) 967-7004 [REDACTED]

Aaron.Herrera@TDEM.Texas.Gov



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

Copy

AGREEMENT FOR
DISASTER DEBRIS MONITORING SERVICES

This Services Agreement is made this the _____ day of _____, 20 ____.

BETWEEN

City of Iowa Colony ("City"), a Texas Home-Rule Municipality of Brazoria County, Texas,

AND

TLC Engineering Inc., a Texas Corporation

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Exhibit A: Bids – Disaster Debris Monitoring Services May 2019

CONTRACT FOR SERVICES
Disaster Debris Monitoring Services

1. RECITALS

This Contract (the "Contract") is made and entered into this _____ day of _____ 20____ by and between the City of Iowa Colony ("City"), a Texas home-rule municipality of Brazoria County, Texas, and **TLC Engineering Inc.**, a Texas corporation, located at **8204 Westglen Drive, Houston, Texas, 77063.**

WHEREAS, City desires to obtain services in connection with Disaster Debris Monitoring Services within the city of Iowa Colony and TLC Engineering ("Company", "Contractor", or "Prime Contractor") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein including compliance with 2 CFR 200.318 through 200.326, and that documents, attached and incorporated for all purposes; **Exhibit A** identified as the proposal from Company for the following services:

Disaster Debris Monitoring Services

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

2. WORK

2.1 Scope of Services

Company will provide supplies and services (the "Work") to City in connection with the Project, such Work more specifically described in **Exhibit A**, attached and fully incorporated for all intents and purposes.

2.2 Standard of Care

The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

2.3 Term

Contract shall be effective for thirty-six (36) months upon execution by City unless sooner terminated under the terms set forth herein. It is agreed that City will have the option to extend the contract for up to two (2) additional one (1) year terms. To exercise this option, City shall serve notice a minimum thirty (30) days prior to contract termination. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard or acceptable to City. It is agreed that, due to the nature of the work to be performed, the contractor does not begin work unless City has issued a Notice to Proceed to the vendor. After a Notice to Proceed is issued the contract agrees to perform the work according to the timeline in **Exhibit A**.

2.4 Changes

City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

2.5 Schedule and Deliverables

Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached **Exhibit A**. All of Company's reports and data will be submitted to City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in **Exhibit A**.

2.6 Procurement of Recovered Materials

- (i) In the performance of this contract, Company shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- (ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- (iii) Company also agrees to comply with all other applicable requirements of Section 6002 of the *Solid Waste Disposal Act of 1965* (SWDA), as amended.

2.7 Appropriations

The obligations of City to make payment under this Contract are expressly subject to appropriations by City of funds that are lawfully available to be applied to such purpose.

2.8 Final Completion and Acceptance

Within thirty-one (31) days after Company has given City's Representative written notice that the work has been completed, or substantially completed, City's Representative and City shall inspect the work. If the work is found completed or substantially completed in accordance with the contract documents, and Company has provided City's Representative all required documentation for all services, City's Representative shall issue to City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until City has been

given all required documentation for all services by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that City can occupy or utilize the Work for its intended use.

2.9 Permits

Company shall obtain all necessary permits for completing the project at no costs to City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

3. RELATIONSHIP

3.1 Independent Contractors

The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

3.2 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

3.3 Subcontractor

The term "Subcontractor" includes only those having a direct contract with Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

4. INSURANCE/BONDS

4.1 Insurance Requirements

Company shall provide all required City of Iowa Colony certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name City as an additional insured and shall provide that the policy requires the insurance carrier to notify City a minimum of thirty days (30) in advance of cancellation of all or paid of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using

an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming City of Iowa Colony as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
 - **\$2,000,000** general liability (includes products and personal, etc.)
 - **\$1,000,000** fire damage
 - **\$1,000,000** automobile damage
 - **\$2,000,000** professional liability
 - **\$500,000** workers compensation employers' liability
 - **Statutory** limits for workers compensation

Insurance coverage shall be on an **"occurrence basis with the exception of professional liability insurance, which shall be on a claims-made basis."**

4.2 Indemnification

FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold City of Iowa Colony harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of City. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

4.3 Defects and Their Remedies

It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, Company shall, after receipt of written notice from City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

4.4 Adjacent Structures

Adjacent structures damaged by Company's work on the project must be satisfactorily restored to City and to the owner of the adjacent structure at Company's cost and at no expense to City.

4.5 Protection of Persons and Property

Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

4.6 Bonds

This section intentionally left blank.

5. PAYMENT

5.1 Compensation

City shall compensate Company for the Work at the agreed upon pricing in **Exhibit A**. Company will furnish an invoice to City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at **8204 Westglen Drive, Houston, Texas, 77063**. City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in **Exhibit A**, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

6. DATA

6.1 Access to Information

It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by City and its agencies. City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

6.2 Access to Records

The following access to records requirements applies to this contract:

- (1) Company agrees to provide City, State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Company which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Company agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Company agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, City of Iowa Colony and Company acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

6.3 Reports and Information

Company, at such times and in such forms as City may require, shall furnish City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

6.4 Copyright

No report, maps, or other documents produced in whole or in part under his Contract shall be subject of an application for copyright by or on behalf of Company.

7. **APPLICABLE REGULATIONS**

7.1 Compliance with Local and State Laws

Company shall comply with all applicable laws, ordinances, and codes of state, and local governments.

7.2 Contractor Certification Regarding Business with Certain Countries and Organizations

Chapter 2252, Subchapter F of Texas' Government Code prohibits City from entering into a governmental contract¹ with a for-profit² company³ identified by:

- (1) the Texas Comptroller as a company with business operations in Sudan,
- (2) the Texas State Pension Review Board as a company with business operations in Iran, or
- (3) the Texas Comptroller as a company known to have contracts with or provide supplies or services to a foreign terrorist organization⁴.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

¹ "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254.

² "For-Profit" means a business or other organization whose primary goal is making money (a profit), as opposed to a non-profit organization which focuses a goal such as helping the community and is concerned with money only as much as necessary to keep the organization operating.

³ "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

⁴ "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

7.3 Contractor Certification Regarding Boycotting Israel

Pursuant to Chapter 2270, Texas Government Code, Contractor certifies Contractor

- (a) does not currently boycott Israel⁵; and
- (b) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

7.4 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures, and directives.

7.5 Equal Employment Opportunity

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

⁵ "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of *Executive Order 11246* (Equal Employment Opportunity) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by *Executive Order 11246* of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in *Executive Order 11246* of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in *Executive Order 11246* of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of *Executive Order 11246* of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to *Executive Order 11246* of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.6 *Davis-Bacon Act of 1931, as Amended*

Compliance with the Davis-Bacon Act of 1931 (Davis-Bacon Act), as amended.

- (a) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (c) Additionally, contractors are required to pay wages not less than once a week.

7.7 Copeland "Anti-Kickback" Act of 1934, as Amended

Compliance with the Copeland "Anti-Kickback" Act of 1934 (Copeland Act), as amended.

- (a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

7.8 Contract Work Hours and Safety Standards Act of 1962, As Amended

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act of 1962 (CWHSSA), as amended.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) *Withholding for unpaid wages and liquidated damages.* The City of Iowa Colony shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Company or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* Company or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Company shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7.9 Clean Air Act and The Federal Water Pollution Control Act

7.9.1 *Clean Air Act of 1970 (CAA), as amended*

1. Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the CAA, as amended, 42 U.S.C. § 7401 et seq.
2. Company agrees to report each violation to City and understands and that City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Company agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.9.2 *Federal Water Pollution Control Act of 1948 (FWPCA), as amended*

1. Company agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Company agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Company agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 Applicable Law, Venue, and Jurisdiction

This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Brazoria County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

7.11 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7.12 DHS Seal, Logo, And Flags

Company shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

7.13 Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Company is required to verify that none of the Company's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) Company must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by City. If it is later determined that Company did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) Company agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Company further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.14 Program Fraud and False or Fraudulent Statements or Related Acts

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

8. AGREEMENT

8.1 Assignment

Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

8.2 Construction

In the event that any provision of this Contract is held by a Court of Competent Jurisdiction (CCJ) to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

8.3 No Waiver

The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

8.4 Entire Agreement

This Contract incorporates all provisions of the attached proposal in **Exhibit A** for Disaster Debris Monitoring Services within City of Iowa Colony, Texas, constitutes the sole and only agreement of the parties hereto, and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges City of Iowa Colony is entering into this contract in its governmental capacity, and not a proprietary capacity.

8.5 Severability Clause

The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any CCJ, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of these conditions.

8.6 Force Majeure

No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible, or which is not in its control.

8.7 Termination

This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon thirty (30)

days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract by Company or its subordinates and City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due City from Company is determined.

9. MISCELLANEOUS

9.1 Sanitation

Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed, and maintained by Company in such manner and at such points as shall be approved by City's Representative. Company shall strictly enforce use of sanitary conveniences. Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to Company.

9.2 Attorney's Fees

In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

9.3 Notices

All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three (3) days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party providing written notice to the other. Notice between City and Company shall be sent to:

City of Iowa Colony

TLC Engineering, Inc.
Mr. Tim Kroeker, M.E.Des.
Manager, Environmental Services
8204 Westglen Drive
Houston, Texas
77063

9.4 Abandonment by Company

This section intentionally left blank.

9.5 Abandonment by City

This section intentionally left blank.

9.6 Liquidated Damages

This section intentionally left blank.

10. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

For City of Iowa Colony

By: _____
Principal/Authorized Agent Signature

Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

APPROVED AS TO FORM

Name: _____
Title: _____

For TLC Engineering, Inc.

By: _____
Principal/Authorized Agent Signature
Tony L. Council, P.E.,
President and CEO

BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THIS STATE OF TEXAS

Harris _____ County

On this day, BFORE ME, the undersigned, personally appeared Tony L. Council, P.E. of **TLC Engineering, Inc.** personally, known to me to be the individual whose name is subscribed to the instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted executed this instrument.

Given under my hand and seal of office this the _____ day of _____, 20_____.

Notary Public in and for the State of Texas.

EXHIBIT A: PROPOSAL – DISASTER MONITORING SERVICES

Included and referenced as if attached.

DRAFT

Copy

EXHIBIT "A"

**METES AND BOUNDS DESCRIPTION
OF 2.128 ACRES OF LAND
IN THE H.T. & B.R.R. CO. SURVEY NO. 57, A-289
BRAZORIA COUNTY, TEXAS**

BEING 2.128 acres of land and a portion of the 2.135 acre tract described as Tract 3 in the deed from South Freeway Limited to Iowa Colony Sterling Lakes, LTD. recorded under File No. 03 075 438, in the Official Records of Brazoria County, Texas, in the H.T. & B.R.R. Co. Survey No. 57, A-289, Brazoria County, Texas, and more particularly described by metes and bounds as follows with based on the Texas Coordinate System of 1983, South Central Zone:

BEGINNING at a P.K. Nail found for the northwest corner of the 9.954 acre tract described in the deed from Mike Fox to Thomas Moeller, et ux. recorded under File No. 02 025 798 in the Official Records of Brazoria County, Texas, common to the southwest corner of the 244.2369 acre tract described in the deed from Frank and Ina Brinton Educational and Charitable Trust for Texas to Washington County Hospital of Washington, et al. recorded under File No. 97 000 097 in the Official Records of Brazoria County, Texas, in the east line of the 1101.117 acre tract described as Tract 1 in the deed from South Freeway Limited to Iowa Colony Sterling Lakes, LTD. recorded under File No. 03 075 438 in the Official Records of Brazoria County, Texas, at the intersection of County Road No. 383 and County Road No. 57;

THENCE South 87° 21' 04" West – 1320.64 feet, along said County Road No. 57 to a railroad spike set for an angle corner, common to an interior corner of said 1101.117 acre tract;

THENCE South 02° 50' 10" East – 29.66 feet, along a west line of said 1101.117 acre tract to a 1-1/4 inch iron pipe found for the northeast corner of the 2.13 acre tract described in the deed from Wilma Burns Wise to W.L. Cypert recorded under File No. 90 856 247 in the Official Records of Brazoria County, Texas;

THENCE South 87° 10' 50" West – 690.00 feet, along the north line of said Cypert 2.13 acre tract, the north line of the 1.1281 acre tract described in the Partition Agreement with Donald D. Guidry and Judy Guidry recorded under File No. 92 1032 545 in the Official Records of Brazoria County, Texas and the north line of the 2.13 acre tract described in the deed from O.J. Tauber to Donald D. Guidry, et ux. recorded under Volume 1131, Page 60 in the Deed Records of Brazoria County, Texas, at 210.28 feet passing a found 1-1/4 inch iron pipe, continuing to a 3/4 inch iron rod set for the northeast corner and **POINT OF BEGINNING** of the herein described tract, common to the northeast corner of said 2.135 acre tract at the intersection of the west right-of-way line of County Road No. 847 (60' R.O.W.) and the south right-of-way line of said County Road No. 57 (right-of-way varies), from which a found 5/8 inch iron rod bears South 15° 56' 53" East – 0.63 feet;

THENCE South 02° 50' 10" East – 441.43 feet, along the west right-of-way line of said County Road No. 847, common to the east line of said 2.135 acre tract to 3/4 inch iron rod set for the southeast corner of the herein described tract, common to the northeast corner of the 3.61 acre tract described in the deed from Michael J. Wright, et ux. to Robert Earl Love, et ux. recorded under File No. 89 679 834 in the Official Records of Brazoria County, Texas, from which a found 1/2 inch iron rod bears South 46° 55' 24" West – 0.53 feet;

THENCE South 87° 10' 50" West – 210.00 feet, along the south line of said 2.135 acre tract, common to the north line of said 3.61 acre tract to a 3/4 inch iron rod set for the southwest corner of the herein described tract, common to the southeast corner of the 4.26 acre tract described in the deed from Claude Wright, et ux. to Roger Kenneth Kouba, et ux. recorded under Volume 1164, Page 669, in the Deed Records of Brazoria County, Texas, from which a chain link fence corner bears South 78° 50' 53" West – 2.30 feet;

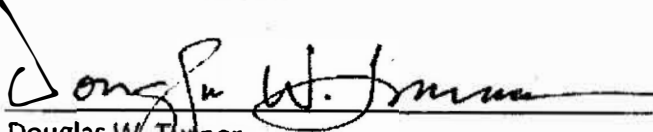
THENCE North 02° 50' 10" West – 441.43 feet, along the east line of said 4.26 acre tract, to a 3/4 inch iron rod set for the northwest corner of the herein described tract, common to the northeast corner of said 4.26 acre tract in the south right-of-way line of said County Road No. 57, from which a found 1/2 inch iron rod bears South 30° 03' 14" West – 1.05 feet;

THENCE North 87° 10' 50" East – 210.00 feet, along the south right-of-way line of said County Road No. 57, common to the north line of said 2.135 acre tract to the **POINT OF BEGINNING** of the herein described tract and containing 2.128 acres of land.

Prepared by:

IDS Engineering Group

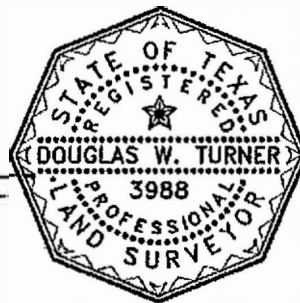
Job No. 1300-052-51-530



Douglas W. Turner

Texas Registered Professional Land Surveyor

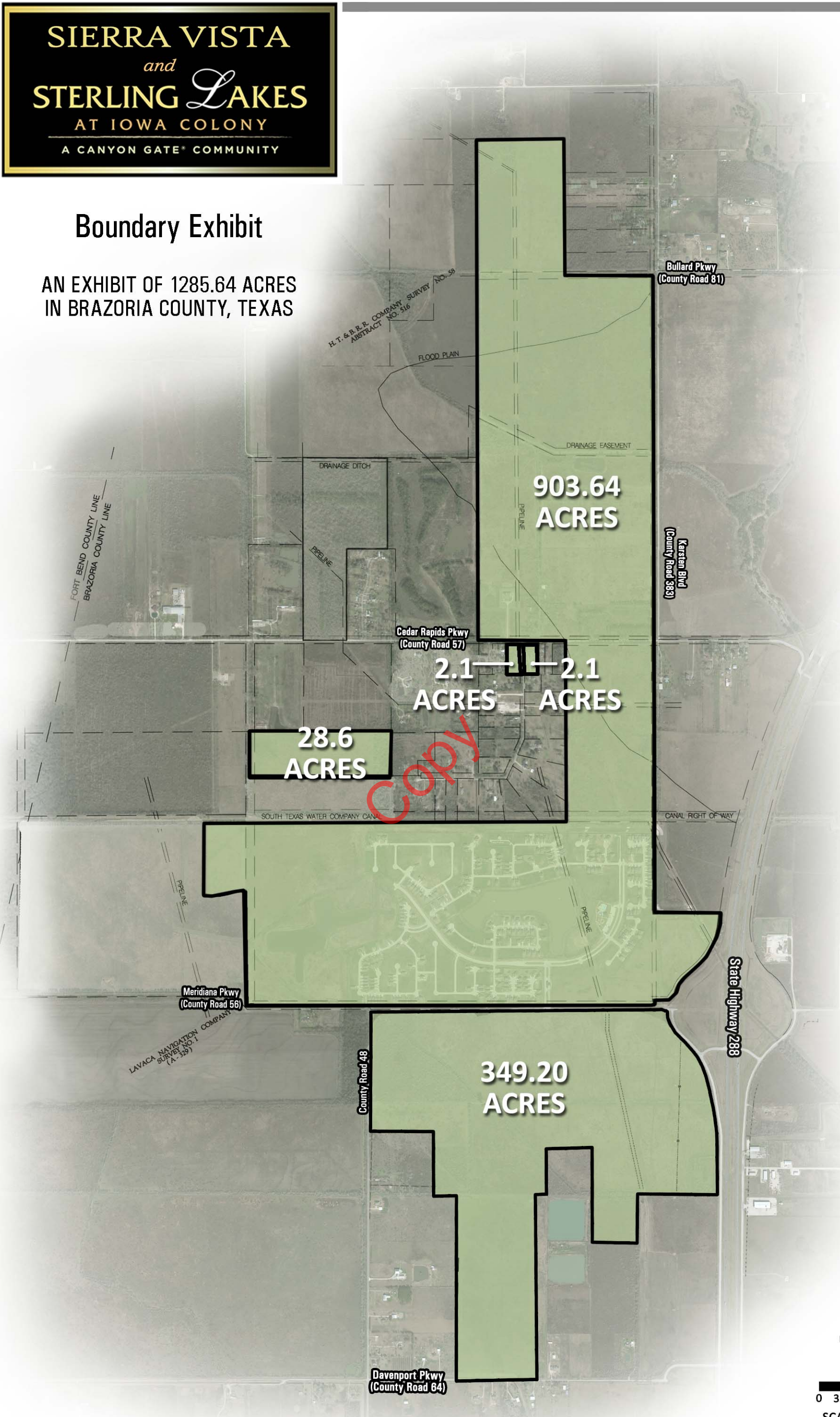
Texas Registration Number 3988



SIERRA VISTA
and
STERLING LAKES
AT IOWA COLONY
A CANYON GATE® COMMUNITY

Boundary Exhibit

AN EXHIBIT OF 1285.64 ACRES
IN BRAZORIA COUNTY, TEXAS



0 350' 700' 1400'

SCALE: 1" = 1400'
DATE: 11.9.2015

FIGURE 1

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

SIERRA VISTA

and

STERLING LAKES

AT IOWA COLONY

A CANYON GATE® COMMUNITY

Jurisdiction Map

LEGEND

- IOWA COLONY CITY LIMIT

IOWA COLONY ETJ

ALVIN ETJ

ALVIN CITY LIMIT

ALL JURISDICTIONAL LINES ARE APPROXIMATE AND SUBJECT TO CHANGE

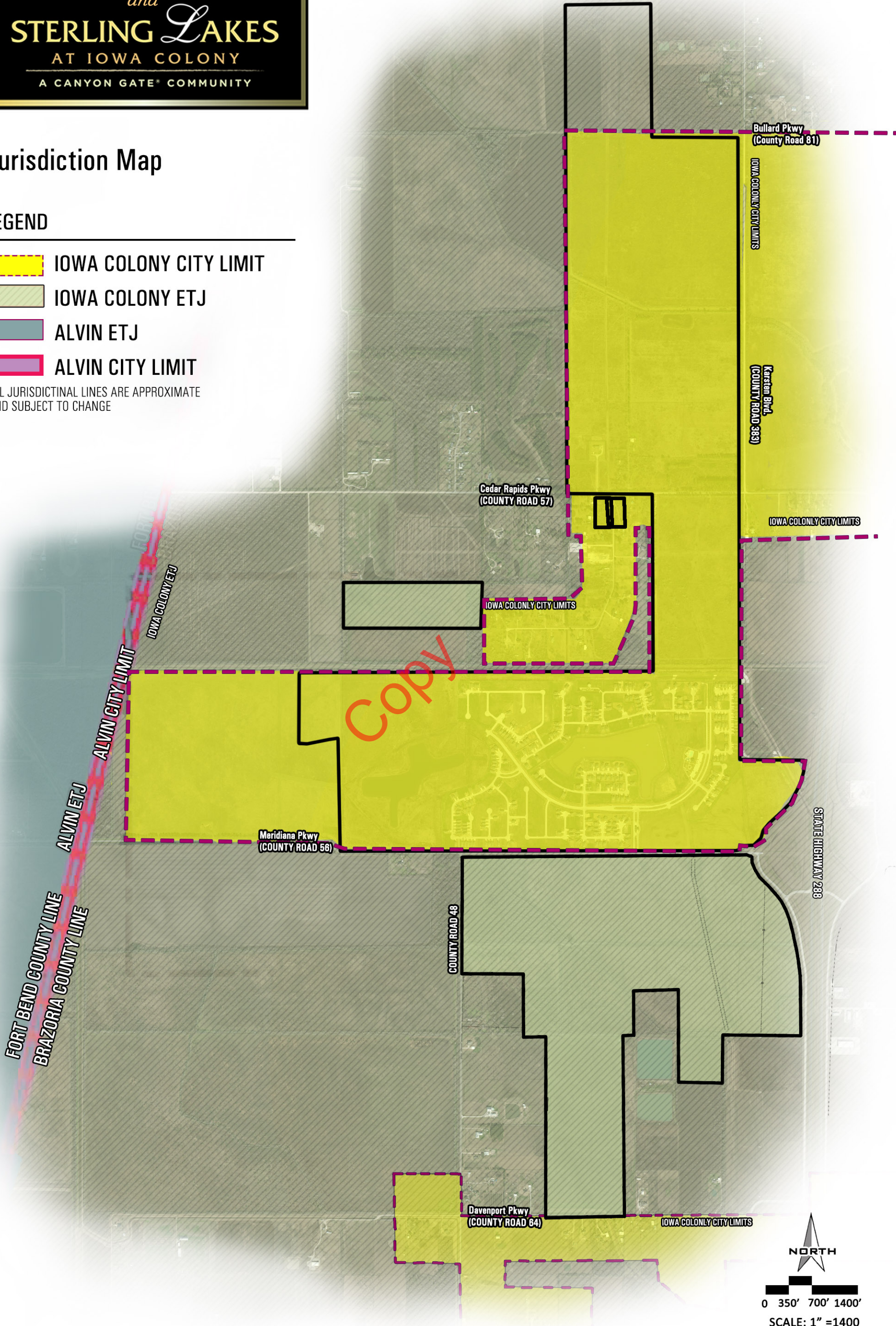


FIGURE 1A

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

SIERRA VISTA
and
STERLING LAKES
AT IOWA COLONY
A CANYON GATE® COMMUNITY

General Development Plan

LEGEND

1	AREA TYPE # 1 MINIMUM 45' X 110'			
	- THE MAXIMUM PERCENTAGE OF LOTS LESS THAN 60 FEET WIDE SHALL NOT EXCEED 65% OF THE TOTAL MAXIMUM NUMBER OF LOTS (MAXIMUM 2,158).			
	- LOTS LESS THAN 50' WIDE SHALL NOT BE PERMITTED SOUTH OF MERIDIANA PARKWAY (CR 56).			
	LOT SIZE	(A) 45' X 110'	(B) 50' X 110'	(C) 55' X 110'
	TOTAL LOTS PERMITTED	NO MORE THAN 808 LOTS PERMITTED	NO MORE THAN 955 LOTS PERMITTED	A+B+C<1,820
	PLATTED/EXISTING	478 LOTS	541 LOTS	253 LOTS
	MAXIMUM FUTURE LOTS	NO MORE THAN 330 LOTS PERMITTED	NO MORE THAN 414 LOTS PERMITTED	548 LOTS PERMITTED

Note 1: A + B + C ≤ 548

2	AREA TYPE # 2 MINIMUM 60' X 110'	
	LOT SIZE	60' X 110' >60' X 110'
	PLATTED/EXISTING	425 LOTS 169 LOTS
	TOTAL MINIMUM	See Note 2 Min. 6% of Total Lots

Note 2: 60' wide lots + lots greater than 60' wide is equal or greater than 35% of total lots.

MAX. FUTURE TOWNHOUSE UNITS
19.7 AC.@15 DU/AC. = 295 LOTS

- 3 INDICATES PROPOSED DETENTION
- 4 INDICATES PROPOSED CIVIC
- 5 INDICATES PROPOSED COMMERCIAL
- 6 INDICATES PLATTED LOTS
- 7 INDICATES EXISTING LAKES/DETENTION
- 8 INDICATES PRIVATE STREET
- 9 INDICATES PROPOSED SWING
- 10 * INDICATES PROPOSED GATED ENTRY
- 11 ● INDICATES PROPOSED RECREATION SITE

TOTAL LOTS	
PLATTED/ EXISTING LOTS	1,866 LOTS
PROPOSED MAX. LOTS	934 LOTS
MAX. FUTURE TH LOTS	295 LOTS
TOTAL MAX LOTS	3,095 LOTS

FIGURE 2

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

SIERRA VISTA
and
STERLING LAKES
AT IOWA COLONY
A CANYON GATE® COMMUNITY

Contributing Landscape and Open Space Plan

LEGEND

REQUIRED OPEN SPACE

ACREAGE	TOTAL %
65 ACRES	5%

OPEN SPACE INCLUDES LANDSCAPE BUFFERS, DETENTION AREAS, GREEN BELTS AND RECREATION SITES.
(CONTRIBUTING RECREATION SITES SHALL BE ACCESSIBLE FROM A PUBLIC STREET.)

- INDICATES PRIVATE NON-CONTRIBUTING RECREATION SITES
- INDICATES PROPOSED RECREATION SITE MINIMUM 1/4 AC. (SEE NOTE)
- 1/4 MILE RADIUS SERVICE AREA
- PROPOSED PUBLIC PARK NOT INCLUDED IN LANDSCAPE/OPEN SPACE AREA CALCULATIONS
- INDICATES 15' MINIMUM GREENBELT/ LANDSCAPE BUFFER WITH SIDEWALK
NOTE: 6' MINIMUM SIDEWALK REQUIRED ON ONE SIDE OF THE SPINE ROAD
- INDICATES MINIMUM 5' WIDE PUBLIC STREET SIDEWALK
 - LANDSCAPE BUFFERS TO COUNT AS REQUIRED OPEN SPACE SUBJECT TO:
MINIMUM 15' WIDE AND CONTAINING REQUIRED 1½" CALIPER TREES
 - DETENTION LAKE TO COUNT AS REQUIRED OPEN SPACE SUBJECT TO:
5:1 MAXIMUM SIDE SLOPE, PERMANENT WATER SURFACE AND MINIMUM 6' WATER DEPTH

Note:
Recreation sites shall provide a variety of recreational uses- passive and active. At minimum, a recreation site shall include a paved plaza area. The plaza area shall be a minimum of 500 sq.ft. and shall include a decorative paving pattern.

Each site shall include at least 2 benches, 2 shade trees, a drinking fountain and bicycleparking. Bicycle parking shall include racks or other structures intendedfor parking bicycles, with a minimum of 4 spaces.

At least 2 parks shall include ball field facilities for informal play, including baseball back stops and soccer goals. At least 1 park shall include a fenced area with double gates for use as a dog park.



FIGURE 3

SIERRA VISTA
and
STERLING LAKES
AT IOWA COLONY
A CANYON GATE® COMMUNITY

Thoroughfare Exhibit

LEGEND

- MAJOR ARTERIAL (TO BE WIDENED)

(120' R.O.W. MIN. - 45 M.P.H. DESIGN SPEED)

MAJOR ARTERIAL (PROPOSED)

(120' R.O.W. MIN. - 45 M.P.H. DESIGN SPEED)

MINOR ARTERIAL (PROPOSED)

(120' R.O.W. MIN. - 40 M.P.H. DESIGN SPEED)

MAJOR COLLECTOR

(80' R.O.W. MIN. - 35 M.P.H. DESIGN SPEED)

MAJOR COLLECTOR (PROPOSED)

(80' R.O.W. MIN. - 35 M.P.H. DESIGN SPEED)

MINOR COLLECTOR (PROPOSED)

(80' R.O.W. MIN. - 30 M.P.H. DESIGN SPEED)

SUPER ARTERIAL (PUBLIC)

(S.H. 288, R.O.W. VARIES)
- SPINE ROAD (PRIVATE)

(80' R.O.W. MIN.)

SPINE ROAD (PUBLIC)

(80' R.O.W. MIN.)

SPINE ROAD (PROPOSED)

(80' R.O.W. MIN.)

LOCAL STREET (PUBLIC)

(60' R.O.W. MIN.)

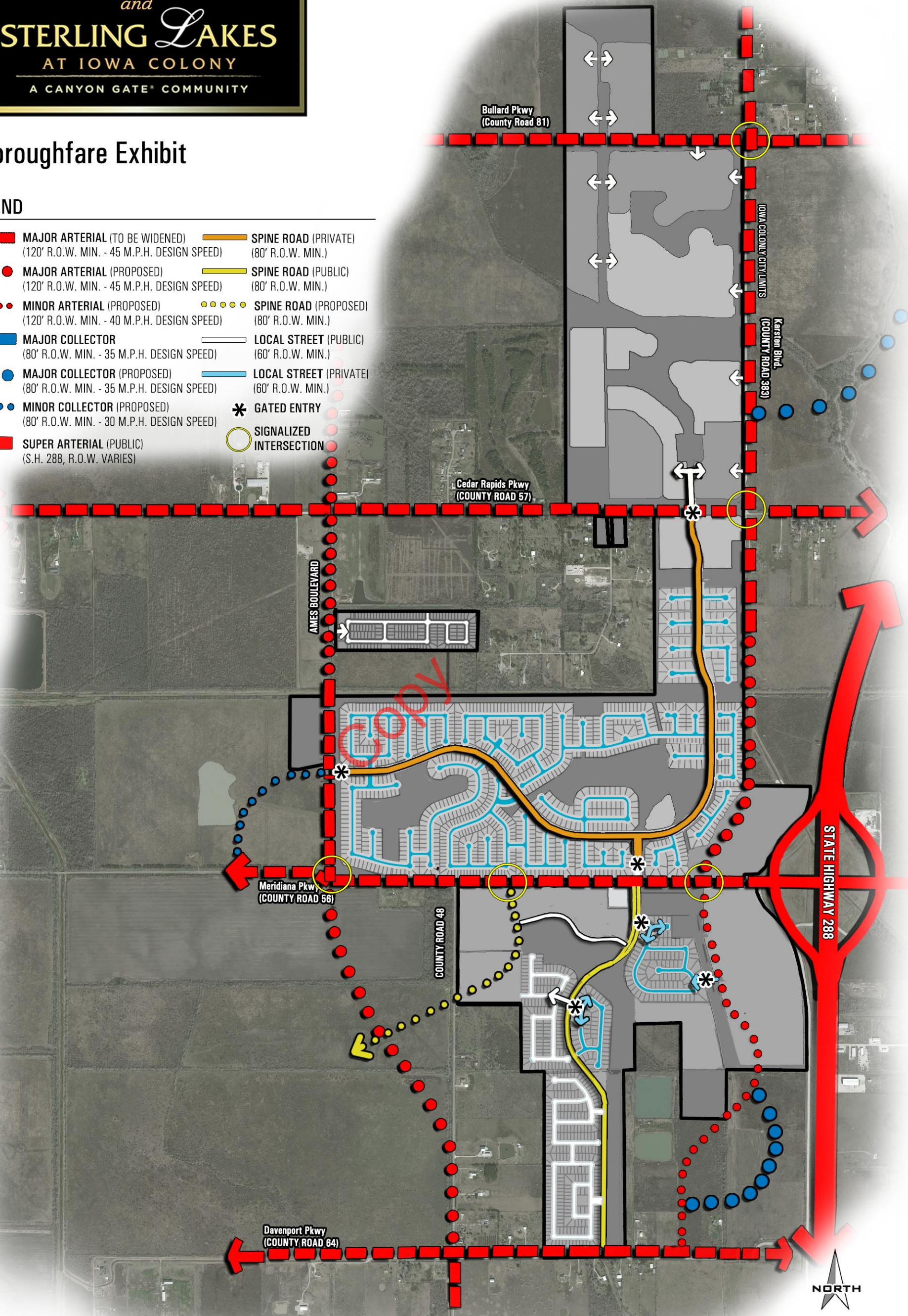
LOCAL STREET (PRIVATE)

(60' R.O.W. MIN.)

*

GATED ENTRY

SIGNALIZED INTERSECTION



0 350' 700' 1400'
SCALE: 1" =1400
DATE: 05.30.2018

FIGURE 4

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

SPINE ROAD (DIVIDED) PROPOSED STREET CROSS SECTION

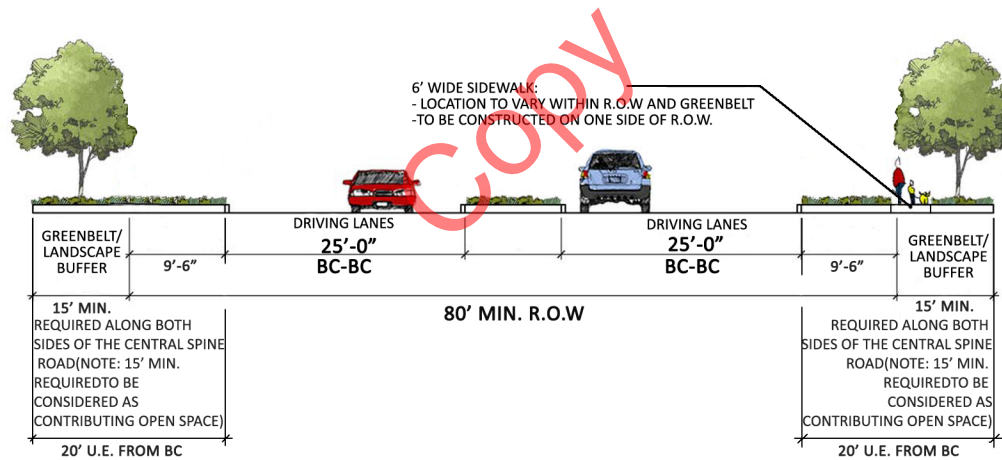


FIGURE 5

0' 5' 10' 15' 20'

SCALE 1" = 20'
DATE: 05.01.2018

SPINE ROAD (UNDIVIDED) PROPOSED STREET CROSS SECTION

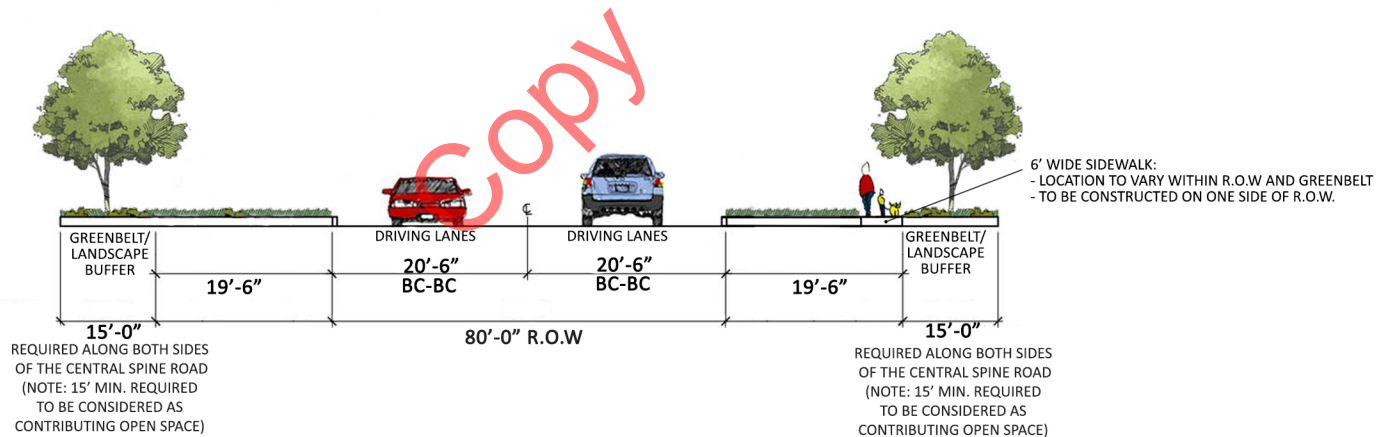


FIGURE 6

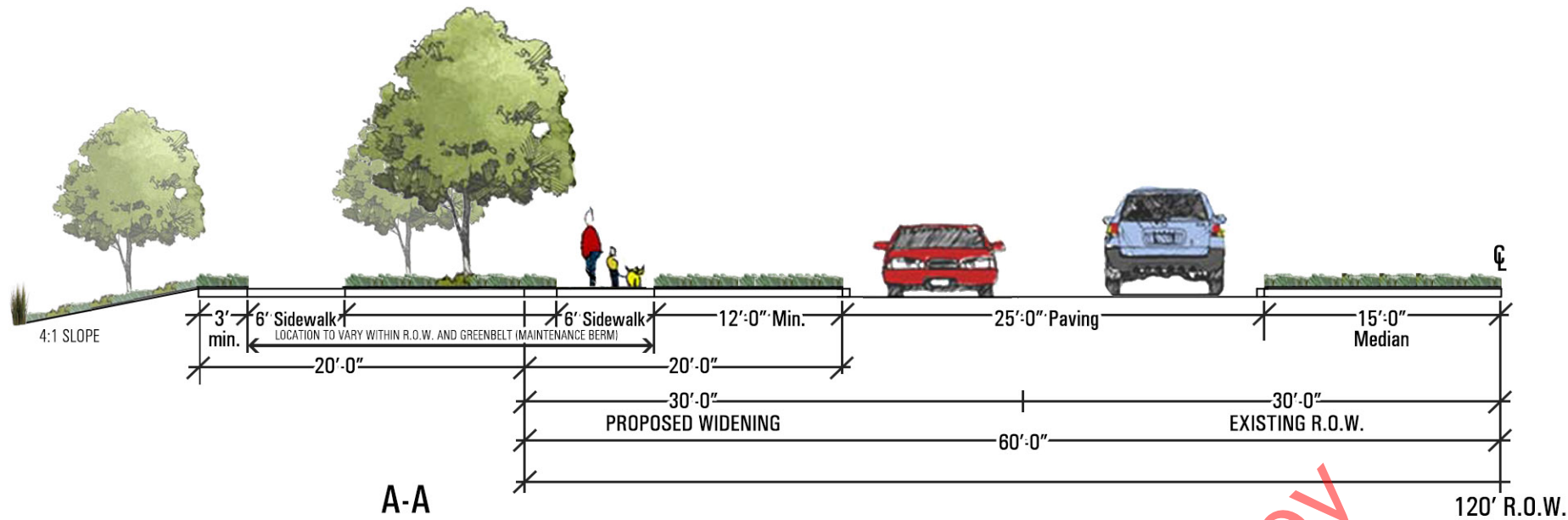
0' 5' 10' 15' 20'

SCALE 1" = 20'
DATE: 05.01.2018

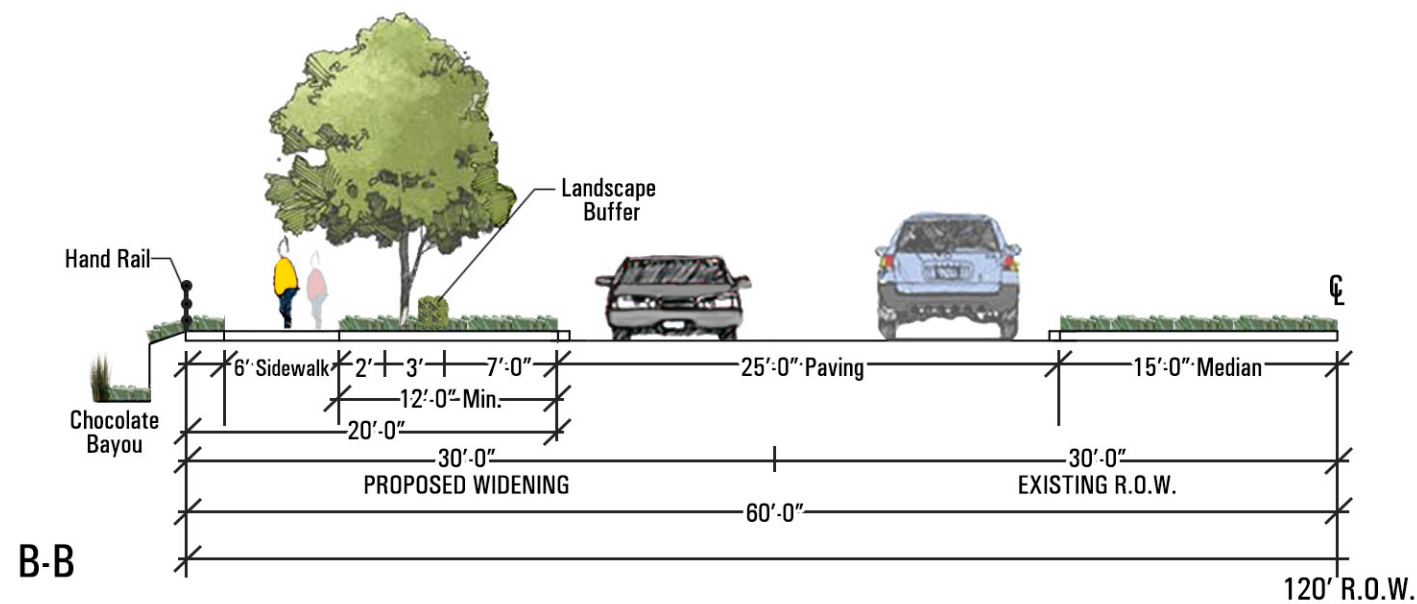
Sierra Vista West

Pedestrian Cross-Section and Detail

FIGURE 7

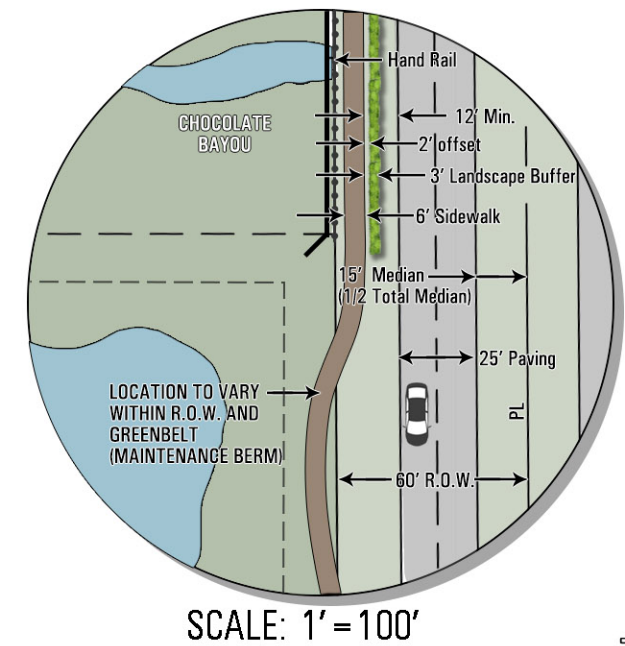
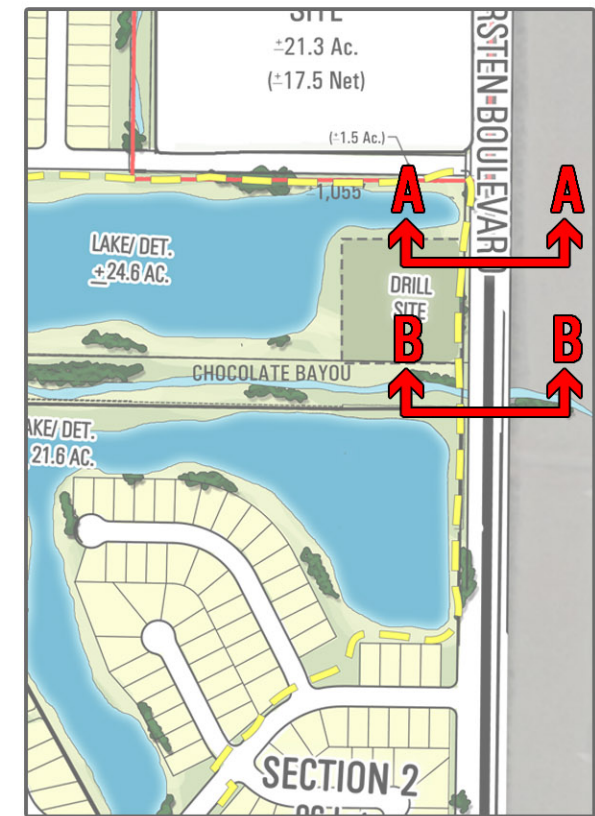


A-A



B-B

COPY



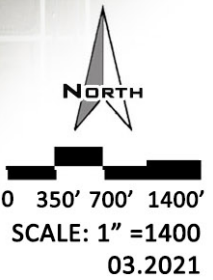
Sterling Lakes North



FIGURE 8

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Phasing Plan



THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

FIGURE 9

Iowa Colony Development Authority
Tax Increment and Contract Revenue Bonds, Series 2021

Preliminary - For Discussion Purposes Only

FY	Iowa Colony**	Brazoria County**	Total Revenue	FINAL 2018 Bonds	FINAL 2019 Bonds	FINAL 2020 Bonds	PRELIM 2021 Bonds	Coverage	Revenue for Operating	Operating Costs	Surplus Revenue Available
2021	736,013	222,750	958,762	543,008	168,158	57,514		1.25x	190,083	91,000	99,083
2022	1,018,531	274,545	1,293,076	542,893	216,033	164,550	99,718	1.26x	369,601	100,000	269,601
2023	1,247,983	384,433	1,632,416	547,368	214,333	213,450	277,950	1.30x	657,266	100,000	557,266
2024	1,247,983	471,393	1,719,376	546,248	217,505	211,350	345,250	1.30x	744,273	100,000	644,273
2025	1,247,983	471,393	1,719,376	544,495	215,480	219,250	340,450	1.30x	740,151	100,000	640,151
2026	1,247,983	471,393	1,719,376	547,370	213,343	216,950	340,650	1.30x	741,713	100,000	641,713
2027	1,247,983	471,393	1,719,376	544,620	216,138	214,506	345,700	1.30x	744,112	100,000	644,112
2028	1,247,983	471,393	1,719,376	546,420	213,715	216,919	340,450	1.31x	742,322	100,000	642,322
2029	1,247,983	471,393	1,719,376	542,820	216,150	219,069	340,200	1.30x	741,337	100,000	641,337
2030	1,247,983	471,393	1,719,376	543,745	213,350	220,944	339,800	1.30x	741,337	100,000	641,337
2031	1,247,983	471,393	1,719,376	543,970	215,350	217,694	344,250	1.30x	742,362	100,000	642,362
2032	1,247,983	471,393	1,719,376	543,650	217,200	219,119	338,400	1.30x	739,407	100,000	639,407
2033	1,247,983	471,393	1,719,376	542,775	213,900	220,406	342,550	1.30x	742,295	100,000	642,295
2034	1,247,983	471,393	1,719,376	546,075	215,463	216,206	341,400	1.30x	741,632	100,000	641,632
2035	1,247,983	471,393	1,719,376	543,700	216,869	217,006	340,100	1.30x	741,801	100,000	641,801
2036	1,247,983	471,393	1,719,376	545,875	217,969	212,656	343,650	1.30x	742,876	100,000	642,876
2037	1,247,983	471,393	1,719,376	547,000	213,906	218,306	341,900	1.30x	740,163	100,000	640,163
2038	1,247,983	471,393	1,719,376	542,431	214,844	218,656	345,000	1.30x	743,445	100,000	643,445
2039	1,247,983	471,393	1,719,376	542,400	215,619	218,856	342,800	1.30x	742,501	100,000	642,501
2040	1,247,983	471,393	1,719,376	546,675	216,063	213,906	345,450	1.30x	742,732	100,000	642,732
2041	1,247,983	471,393	1,719,376	544,575	216,338	218,750	337,800	1.31x	739,713	100,000	639,713
2042	1,247,983	471,393	1,719,376	546,763	216,444	213,281	345,150	1.30x	742,888	100,000	642,888
2043	1,247,983	471,393	1,719,376	543,000	216,381	217,813	342,050	1.30x	742,182	100,000	642,182
2044	1,247,983	471,393	1,719,376	543,525	216,150	217,031	343,800	1.30x	742,670	100,000	642,670
2045	1,247,983	471,393	1,719,376	543,100	215,750	216,094	345,250	1.30x	744,432	100,000	644,432
2046	1,247,983	471,393	1,719,376	546,725	214,975	215,000	341,400	1.30x	742,676	100,000	642,676
2047	1,247,983		1,247,983	379,163	214,025	73,750	292,400	1.30x	581,046	100,000	481,046
2048	1,247,983		1,247,983	378,488	217,900	71,719	289,600	1.30x	579,877	100,000	479,877
2049	1,247,983		1,247,983	377,100	216,425	74,688	291,650	1.30x	579,771	100,000	479,771
2050	1,247,983		1,247,983		584,775	82,500	288,400	1.31x	580,708	100,000	480,708
36,698,070	11,723,761	48,421,831	15,295,974	6,790,547	5,727,939	9,413,168			20,607,371	2,991,000	17,616,371

Source of Funds	FINAL	FINAL	FINAL	2021
Par Amount	8,480,000	4,105,000	3,865,000	6,265,000
Premium/(Discount)	(38,676)	(26,036)	(38,669)	
Total Sources of Funds	8,441,324	4,078,964	3,826,332	6,265,000

**EOV as of 4/1/2021.
+10mm monthly to aug
2021 Assumes 3% rate.

Uses of Funds	FINAL	FINAL	FINAL	2021
Project Fund	7,391,243	3,588,242	3,350,212	5,735,052
Reserve Fund	547,370	219,536	216,125	222,844
Issuance Cost	323,460	192,068	191,403	259,803
UW Discount	179,251	79,118	68,592	47,302
Total Uses of Funds	8,441,324	4,078,964	3,826,332	6,265,000

Total Debt Service	15,295,974	6,790,547	5,727,939	9,413,168
Annual Debt Service	276,186	226,352	195,532	324,592
Minimum Coverage Ratio	1.33x	1.30x	1.26x	1.26x
Amortization	29 Years	29 Years	29 Years	28 Years
All-in True Interest Cost	4.736%	3.887%	3.646%	3.405%

Iowa Colony Development Authority
\$6,000,000
Tax Increment and Contract Revenue Bonds, Series 2021

Timetable - June 21, 2021

Jun-21							Jul-21							Aug-21							Sep-21						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7				1	2	3	4
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30				25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		

Board Meeting
 Council Meeting (3rd Mon) Holiday

Date	Action	Responsible Party
Tue - Jun 22	» Provide Information to ICDA for inclusion of Board Packets	FA, BC
Tue - Jun 29	» Board Meeting - Present Plan of Finance and Approve Financing Team and Underwriters	ICDA
Wed - Jul 7	» Distribute Information Request for Offering Document	FA
	» Council Meeting - Present Plan of Finance	City
Wed - Jul 21	» Distribute 1st Draft of Bond Documents	DC
Thu - Feb 28	» Receive response for information request from ICDA	ICDA
Wed - Jul 28	» Receive Comments to 1st Draft of Bond Documents	FWG
Tue - Aug 3	» Receive Aug 1 EOV	FWG
Wed - Aug 4	» Distribute 2nd Draft of Bond Documents	DC
Mon - Aug 9	» Receive Comments to 2nd Draft of Bond Documents	FWG
Wed - Aug 11	» Provide Bond Documents for inclusion in Board Packets	FA
Wed - Aug 18	» Board Meeting - Approve the Preliminary Official Statement (POS) and adopt Parameter Resolution	ICDA
Thu - Aug 19	» Due Diligence Call, Time TBD	FWG
Mon - Aug 23	» Electronically Distribute Offering Documents	FA
Tue - Sep 7	» Pricing	FWG
	» Board Meeting - Discuss Sale, Finalize Documents	ICDA
Tue - Sep 21	» Closing Memo Distributed	FA
Tue - Sep 28	» Closing	FWG

Abbreviation	Name of Participant	Role
City	Iowa Colony	City
ICDA	Iowa Colony Development Authority	Issuer
FA	Masterson Advisors LLC	Financial Advisor
BC	Muller Law Firm	Bond Counsel
	Orrick Herrington & Sutcliffe	Tax Counsel
DC	Norton Rose Fulbright	Disclosure Counsel
UW	RBC Capital Markets, Hilltop Securities	Underwriters
UWC	TBD	Underwriters Counsel
T	Bank of New York Mellon	Trustee
FWG	Finance Working Group	All Participants



12003 Iowa Colony Blvd., Iowa Colony Texas 77583

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

Permit Application

Job address: 12009 Iowa Colony Blvd

Contractor: Iowa Colony VFD

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

Phone # [REDACTED] Email SBYNun@IowaColonyVFD.ORG

Owner ICVFD, Inc Owner Phone # [REDACTED]

Subdivision _____ Lot _____ Block _____

Zone District _____ Flood Zone _____

Class of Work _____ Residential _____ ☒ Commercial

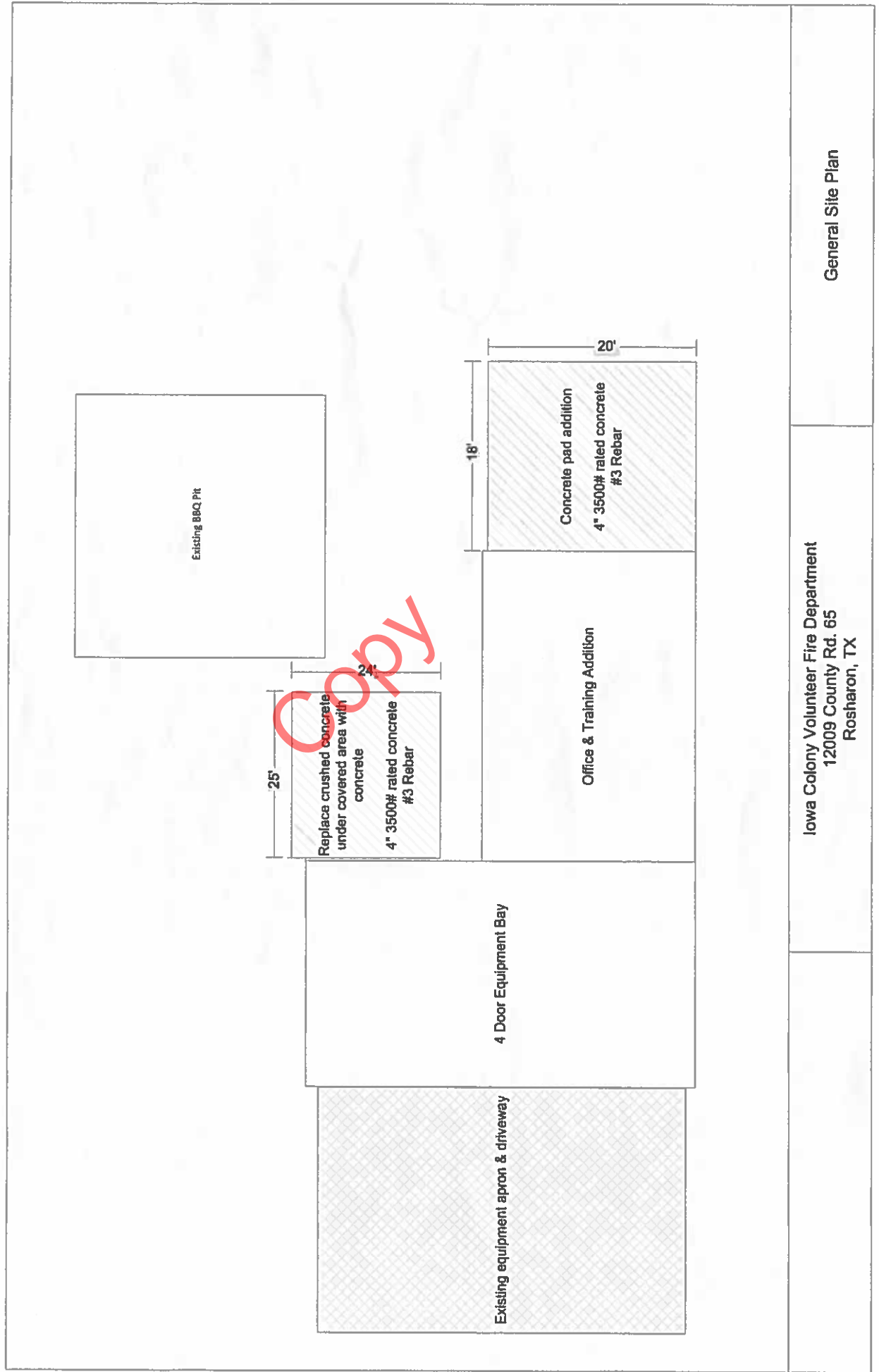
Type of work _____ Electrical _____ Plumbing _____ Mechanical _____ ☒ Other

Scope of Work 20x18 patio and 24x25 slab under carport
Total square foot 960 (360 + 600)

Valuation \$ 5,000 Square Foot (if applicable) 960

Signature [Signature] Date 5/13/21

Approved <input checked="" type="checkbox"/>	Denied _____
By: <u>[Signature]</u>	Date: <u>6/22/21</u>
For Office Use Only	



**MISC. PERMIT**

Issue Date: June 23, 2021

PROJECT DESCRIPTION: 20 x 18 patio & 24 x 25 slab under carport

City of Iowa Colony12003 Iowa Colony Blvd.
Iowa Colony, TX 77583(346) 395-4528 Voice
(281) 369-0005 Fax**PROJECT #**
MRP-210623-0834**(346) 395-4528**
Inspections**www.mygov.us**
Permits**LOCATION**12009 Iowa Colony Blvd.
Iowa Colony, TX 77583**CONTRACTOR**Volunteer Fire Department
12009 Iowa Colony Blvd
Iowa Colony, TX 77583
[REDACTED] Phone
sbynum@iowacolonyvfd.org**OWNER**Stephen Bynum
12009 Iowa Colony Blvd.
Iowa Colony, TX 77583
[REDACTED]**AVAILABLE INSPECTIONS**

- Pre-Pour Foundation/Floor Frame (required)

NOTICES

- 1) All work must be done in compliance with the 2014 National Electric Code.
- 2) A copy of the permit and approved plans must be on site at all times.
- 3) The project address must be clearly posted at the job site.
- 4) Heavy construction activity including excavating, dirt work, site preparation, demolition, concrete work and work involving heavy machinery associated with any construction site, building, utilities installation or other construction improvements shall be prohibited before 7:00 am and after 9:00 pm, Monday through Saturday and all day on Sundays. The maximum permissible sound levels are 65dB (A) during the daytime hours and 58 dB (A) during nighttime hours.

Copy

osenbaugh & Associates
P.O. BOX 55769
Houston, Texas 77255-5769

February 26, 2021

Mr. Ron Cox
120 St. Andrews
Friendswood, Texas 77546

Reference: Appraisal of 2.128 acres of land and improvements out of the H.T. & B. R. R. Co. Survey No. 57, Abstract 57, Brazoria County, Texas.

Dear Mr. Cox:

At your request, we are pleased to offer appraisal services for the above referenced tract. It is our understanding that the appraisal will be used by the client (City of Iowa Colony) for the sale of the property to Brazoria County MUD 31.

This assignment will be developed and prepared in conformity with and subject to the requirements of the Appraisal Institute's Code of Professional Ethics, the Uniform Standards of Professional Practice, the State of Texas, and our Contingent and Limiting Conditions. The file and work product produced in regards to this assignment are subject to peer review by State and Federal Agencies and by the Appraisal Institute.

Our fee for the appraisal of the above referenced property is \$4,000. In addition to our fees, we are to be reimbursed at our costs plus 15% for processing and bookkeeping and for all direct expenses related to this assignment including, but not limited to: deeds, exhibits, photographs, delivery service, fax service, copying, legal documents etc.

We will begin work on the assignment when a signed copy of this engagement letter and retainer are received. A retainer in the amount of \$2,000 is requested for this assignment. *This letter, when signed by you, shall constitute our agreement with regard to our engagement.*

Any and all past due amounts shall bear interest at the rate of ten percent (10%) per annum from the date due until paid. As permitted by the Broker's and Appraiser's Lien on Commercial Real Property Act, we are entitled to claim a lien if our fees are not timely paid.

Mr. Ron Cox
February 26, 2021

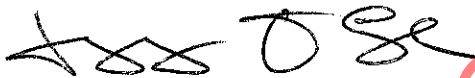
If our appearance or testimony is required at any council meeting, deposition, hearing or trial, the scheduling of any deposition, hearing or trial must be pre-arranged with the appraiser's calendar. The cost for providing such appearance and/or testimony services will be based on hourly billing rate as set forth below for the assigned expert witness plus any direct costs associated with the preparation of required presentation materials.

Designated Appraisers	\$300.00
Associate Appraisers	\$175.00
Administrative Staff	\$ 75.00

If the parameters herein set forth meet with your approval, please execute this proposal and return the original along with the requested retainer payment to my attention.

We appreciate you allowing us to present this proposal for our professional services and look forward to working with you on this project.

Sincerely,
OSENBAUGH & ASSOCIATES



Lynny Osenbaugh MAI, CCIM

Copy

AGREED TO AND ACCEPTED BY:

Mayor Michael Byrum-Bratsen
City of Iowa Colony

Date



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

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

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

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

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

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

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

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

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

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

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

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

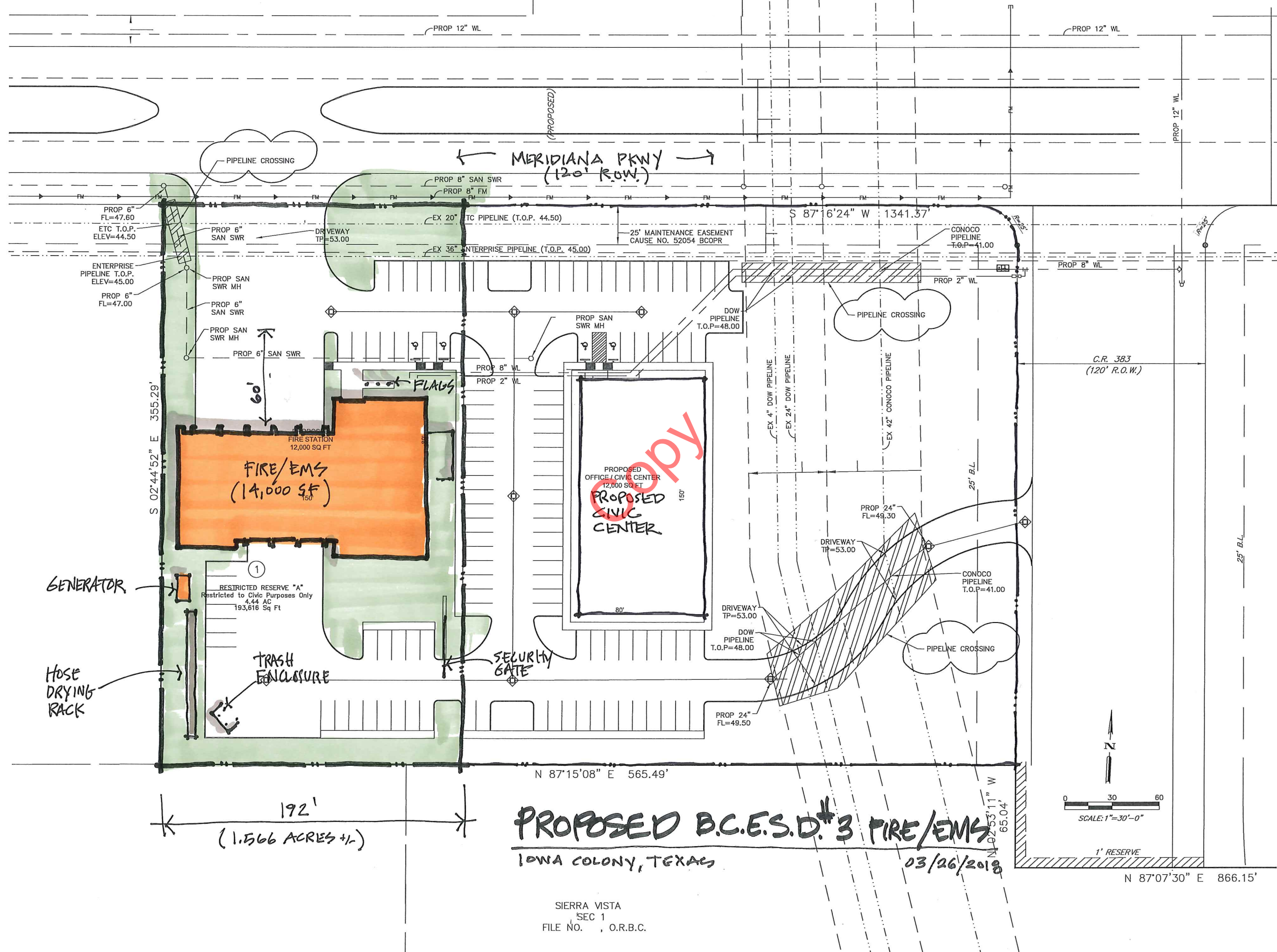
Please do not hesitate to contact me if you have any questions on moving forward.

Best regards,

Sylvia Davila
Client Services Manager
512/417-2995

sylvia@grantworks.net

Copy





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

MONTHLY REPORT- JUNE 2021

July 12, 2021

Mayor and Council,

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

Building Department

Inspections Conducted-

Building Inspections-	500
Plumbing Inspections -	431
Mechanical Inspections-	132
Electrical Inspections-	290
Total-	1353

Total Fees Collected-

Initial Fees-	\$229,241.89
Re- Inspection Fees-	\$4,175.00
Convenience Fee-	\$2,815.37
Total-	\$236,232.26

Copy

Fire Marshal

New Fire Marshal's vehicle is in service. See attached photo.



Thanks,

Albert Cantu

Albert Cantu,
Fire Marshal/Building Official

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

MEMORANDUM

To: Atmos Cities Steering Committee
Oncor Cities Steering Committee
Texas Coalition for Affordable Power

From: Thomas L. Brocato

Date: June 17, 2021

Re: Final Legislative Update

The purpose of this memorandum is to provide a final update on legislative activities on behalf of the Steering Committee of Cities Served by Atmos (ACSC), the Steering Committee of Cities Served by Oncor (OCSC), and the Texas Coalition for Affordable Power (TCAP).

87TH LEGISLATIVE SESSION: AN OVERVIEW

Lawmakers during the 87th Regular Session considered approximately 400 bills relating to energy and utility issues, and adopted more than a dozen of particular significance. Among those that won passage were bills that included reform provisions intended to address grid and market failures that occurred during Winter Storm Uri in February. The storm left four million Texans without power and led to more than 200 fatalities.

Among other things, the new legislation will transform the Texas Public Utility Commission (PUC) from a three-member panel to one with five members; change the size and selection process for the Electric Reliability Council of Texas (ERCOT) board; require electricity generating facilities and some natural gas facilities to weatherize; ban certain retail electric deals; and allow for a bond financing mechanism known as "securitization" for the recovery of financial losses arising from the winter storm.

Our legislative team successfully advocated for various changes in law, including one change that will provide financial assistance to defray some excess ancillary services costs arising from Winter Storm Uri. Another success was the addition of an amendment to a securitization bill that will increase city review of that process at the Texas Railroad Commission (RRC). The team also joined others in successfully opposing proposed market changes deemed contrary to municipal and ratepayer interests. These included the rejection of a multi-billion dollar proposal by Berkshire Hathaway to create new backup generation plants, and the rejection of proposals to create a capacity market.

The Legislature also considered—and ultimately rejected—several important non-utility related bills of interest to city governments. These included bills that would have barred Capitol lobbying by city representatives.

WHAT PASSED IN THE TEXAS LEGISLATURE

What follows is a quick synopsis of major bills of significance that passed and their intended effects.

OMNIBUS BILLS

- **Senate Bill 2**, by Sen. Hancock, reduces the number of ERCOT board members from 16 to 11. A selection committee, with the assistance of an outside consulting firm, would appoint eight of the 11 board members. The selection committee would be made up of three people: one appointed by the governor, one by the lieutenant governor, and one by the speaker of the House. SB 2 also requires all board members to reside in Texas. Nine of the 11 ERCOT board members under SB 2 would be voting members. Gov. Greg Abbott signed SB 2 into law on June 8.
- **Senate Bill 3**, by Sen. Schwertner, requires electric power generators to comply with emergency preparedness standards determined by the PUC. Natural gas facilities deemed as critical must take similar steps. A newly-formed Electricity Supply Chain Mapping Committee will identify those facilities, with its initial mapping of the state's supply chain and critical infrastructure due for completion by January 2022. SB 3 tasks the RRC with determining the weather preparedness standards for qualifying gas facilities. Electric and gas facilities in violation of weatherization requirements could face penalties of up to \$1 million per day.

In addition, SB 3 requires regulators to create an emergency alert system, similar to an Amber Alert, for power outages and inclement weather. SB 3 tasks various state regulators and electric utilities with determining how rolling blackouts should occur during a future energy emergency. SB 3 also limits to 12 hours the amount of time that the price of wholesale power can be set at the maximum level of \$9,000 per megawatt-hour. (More typically, wholesale power sells for less than \$50 per megawatt-hour.)

Both the House and Senate voted separately to remove language from the original version of SB 3 that would have required renewable energy generators to guarantee their output or pay for an alternative source of power to guarantee against their intermittency.

Gov. Abbott signed SB 3 into law on June 8, and it took effect immediately.

SECURITIZATION BILLS

The legislature adopted a number of bills that address excess market costs that had accrued in February 2021 during Winter Storm Uri. These include bills that employ securitization to spread out such costs over time, typically decades.

- **House Bill 4492**, by Rep. Paddie, authorizes the Texas Comptroller's office to dip into the state's rainy day fund and issue an \$800 million loan to ERCOT to cover debts owed to it. Importantly, the final adopted version of HB 4492 also includes language to defray ancillary services costs incurred during the storm charged in excess of the system-wide offer cap of \$9,000 per megawatt-hour. As noted above, ERCOT raised prices to the maximum \$9,000 per megawatt-hour during the storm. Ancillary services costs, however, went even higher. The inclusion of this language was a top priority of the lobby team and should benefit municipal-level electricity consumers. HB 4492 was signed by Gov. Abbott on June 16.
- **House Bill 1520**, by Rep. Paddie, allows for the securitization of excess gas fuel charges related to Winter Storm Uri. Under the original filed version of the bill, the RRC had 90 days to consider securitization proposals. However, the final version of the bill includes an amendment proposed by ACSC to increase the review period to 150 days. This extended examination period is consistent with similar to rules in other jurisdictions, including at the PUC. This legislation was signed by Gov. Abbott on June 15.
- **House Bill 1510** includes securitization provisions for weatherization and storm hardening for electric utilities located outside the ERCOT service area. HB 1510 also creates the Texas Electric Utility System Restoration Corporation to further the securitization bond financing process. Gov. Abbott signed HB 1510 into law on June 1.
- **Senate Bill 1580**, by Sen. Hancock, is a securitization bill for electric cooperatives. The Senate concurred with House amendments on May 28, and the bill went to Gov. Abbott for his signature on June 1.

OTHER BILLS

- **House Bill 2586**, by Rep. Thierry, requires a regular audit of ERCOT by the PUC. Previously, the PUC had discretion as to whether to conduct an audit. Gov. Abbott signed HB 2586 into law on May 24.
- **House Bill 2483**, by Rep. Phil King, allows utilities to lease and operate generators for emergency reliability purposes. HB 2483 went to Gov. Abbott on June 1.
- **House Bill 16**, by Rep. Hernandez, bars retail electric providers from offering wholesale indexed plans to residential ratepayers. Some consumers faced bills for thousands of dollars because they received service through wholesale indexed price contracts during Winter Storm Uri. Gov. Abbott signed the bill into law on May 26.
- **Senate Bill 2154**, by Sen. Schwertner, expands the PUC from a three-member panel to one with five members. SB 2154 also requires PUC commissioners to reside within Texas, and requires that three (but not all) members be familiar with electric utilities. An amendment supported by TCAP and OCSC called specifically for consumer representation among the commissioners. The amendment made it onto the House version of the bill, but not on the final version as it emerged from the House-Senate conference committee. The legislation went to Gov. Abbott for his signature on June 1.

- **Senate Bill 1281** exempts electric utilities from having to amend their certificates of public convenience and necessity for certain short transmission projects. It also requires consideration of a broader range of load forecasts and potential renewable generation scenarios, and expands cost comparison tests to include potential consumer impacts. It requires ERCOT to conduct an annual assessment of the ERCOT grid to assess its reliability in extreme weather scenarios. The bill went to Gov. Abbott for his signature on June 1.
- **Senate Bill 1202** facilitates the promulgation of electric vehicle charging stations in Texas by clarifying that a business that owns such a charging station is not subject to various separate regulatory provisions that govern electric providers or that govern transmission and distribution utilities (TDUs). Gov. Abbott signed the legislation into law on June 7.
- **Senate Bill 760** establishes requirements for solar power facility agreements, including provisions related to financial requirements for solar power facility decommissioning costs. The bill went to Gov. Abbott on May 29 and awaits his signature.
- **Senate Bill 415** stipulates that a transmission and distribution utility, with prior PUC approval, may contract with a power generation company to provide electricity from an electric energy storage facility for the provision of electricity to distribution customers. Further, SB 415 stipulates that a TDU may not own a storage facility, and likewise stipulates that a TDU may enter into a contract for energy storage only if the use of energy storage is more cost-effective than the construction or modification of traditional distribution facilities. The bill went to Gov. Abbott for his signature on June 1.

WHAT DIDN'T PASS

As noted above, lawmakers filed approximately 400 bills that related in some way to energy or utility issues. The vast majority of these bills failed even to emerge from legislative committee and therefore died very early in the process. For the sake of brevity, we have not enumerated those bills here. Instead, listed below are three high-profile issues considered during the 87th Legislative Session. Each became the subject of separate bills, and each of those bills ultimately failed to win passage.

- **Berkshire Hathaway Plan:** Texas lawmakers in April began consideration of legislation promoted by Berkshire Hathaway Energy—that is, billionaire investor Warren Buffett's company—to build ten new natural gas plants for reliability purposes. Berkshire Hathaway executives first floated their multi-billion dollar plan during private meetings with lawmakers in March, promoting it as an outside-the-box response to the February electricity crisis. In mid-April, State Rep. Eddie Lucio III added the Berkshire Hathaway proposal to his previously filed House Bill 3749, and the House Committee on State Affairs took up the revised bill during a public hearing on April 20. However, the legislation died without ever having proceeded to the House floor.
- **Repricing:** In early March, the Independent Market Monitor for the ERCOT market called upon the PUC to reprice some of the administratively set wholesale energy prices paid by market participants during Winter Storm Uri. When the PUC's then-Chairman D'Andrea

refused to order the repricing—he argued that such repricing would be illegal and likely harm various entities that had done a good job hedging during the winter event—the Texas Senate stepped in with the passage of Senate Bill 2142 that would mandate the repricing. However, SB 2142 failed to make any progress in the House, and it died there in committee.

- **Civic Lobbying:** After falling short during the 2019 legislative session, the state’s leadership again pressed during 2021 to pass legislation to ban lobbying at the state Capitol by representatives of municipalities and other local subdivisions. Legislation toward that end—Senate Bill 10 by Sen. Paul Bettencourt—enjoyed Lt. Gov. Patrick’s strong support and quickly made it through the Senate before stalling in the House and dying there during the session’s final days. Sen. Bettencourt blamed obstruction by House Speaker Phelan and House State Affairs Committee Chair Chris Paddie for the demise of the measure, which had been identified as a top priority. However, it was also clear that the bill lacked sufficient support to win outright passage on the House floor. Rep. Paddie had attempted to negotiate a compromise on the bill with its House sponsor, Rep. Mayes Middleton of Wallisville, but those negotiations ultimately led nowhere.

LOOKING AHEAD

Lt. Gov. Patrick responded to the failure of SB 10 and the failure of two other bills identified as top GOP priorities by urging Gov. Abbott to call a special session. Publicly the Governor has demurred, stating during the session’s final days that lawmakers instead should “work together to get important conservative legislation to my desk.” Nevertheless, it is expected that a special session starting the first or second week of July will be called. At this time, we do not expect the session to include utility issues. However, this could change at any time. Additionally, it is anticipated that lawmakers will return to Austin for a special session during the fall to redraw the state’s political maps as part of the once-per-decade redistricting process.

Monday, July 13, 2021

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

**Re: Meridiana Parkway Phase IV Water, Sanitary, Drainage and Paving Facilities
Brazoria County Municipal Utility District No. 32
Recommendation for Final Approval of Facilities
City of Iowa Colony Project No. CSW 171027-0711
Adico, LLC Project No. 16007-4-105**

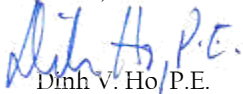
Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final reinspection of the Meridiana Parkway Phase IV Water, Sanitary, Drainage and Paving Facilities. City Council approved the project into the One Year Maintenance Period on April 30, 2019.

A final reinspection was completed on September 28, 2020, with all outstanding punch list items addressed. Therefore, Adico, LLC recommends final approval of facilities. The effective date shall be July 19, 2021, if approved by City Council.

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

Sincerely,
Adico, LLC



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

Cc: Kayleen Rosser, City of Iowa Colony, (krosser@iowacolonytx.us)
Ron Cox, City Manager (rcox@iowacolonytx.us)
File: 16007-4-105



July 6, 2021

Clearwater Utilities, Inc.
22803 Schiel Road
Cypress, TX 77433

Re: 1-Year Final Inspection Punchlist Items
Construction of Water, Sanitary, Drainage, and Paving Facilities for
Meridiana Parkway Phase IV for Brazoria County Municipal Utility District No. 32

A 1-Year Inspection of the work on the above referenced project was conducted on September 28, 2020. Those participating were Mr. Richard Ruiz representing Clearwater Utilities; Mr. Dinh Ho, Mr. Israel Wong representing the City of Iowa Colony; Mr. Manuel Mendoza representing Manhard Consulting; Mr. William Stidman representing Brazoria County.

The inspection revealed the punch-list items listed below and in the attached exhibit:

Meridiana Parkway:

1. Fix seal at concrete expansion joint.
2. Remove reinforced filter fabric fence.
3. Rewipe storm manhole (stop infiltration of water through joints).
4. Refresh all road markings.
5. Replace all reflective road buttons, all.
6. Remove sandbag, adjust manhole rimtop.
7. Repaint curb (nose).
8. Replace street sign pole.
9. Replace curb, 2'.
10. Replace sidewalk. Backfill the area adjacent to the wheelchair ramp.
11. Replace curb, 4'.
12. Regrade area between the curb and sidewalk; water is ponding on sidewalk.
13. Seal crack.
14. Replace sign.
15. Remove all sandbags at storm inlets. Do not remove sandbags near active construction sites.
16. Clean roads and gutters prior to final walk

Sincerely,

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

P:\001 Sierra Vista - BCMUD 32\002 Meridiana Parkway\Documents\Construction\Meridiana Parkway Phase IV - 1-Year Inspection Punchlist.docx



June 4, 2021

Mr. Dinh Ho, P.E
City of Iowa Colony
c/o Adico, LLC
2114 El Dorado Boulevard, Suite 400
Friendswood, Texas 77546

Re: Construction of Water, Sanitary, Drainage, and Paving Facilities for Meridiana
Parkway Phase IV for Brazoria County Municipal Utility District No. 32

Mr. Ho,

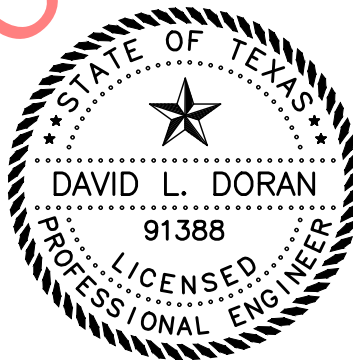
This letter is to serve as a statement that the above referenced project has completed the one-year maintenance period. A final inspection for the referenced project occurred on September 28, 2020, with the appropriate municipal authority representatives present. The results of this inspection were recorded and are available for your reference upon request.

These results have been addressed, and the project was verified as complete after a final walk was held with the representatives. The referenced project has reached completion per the City of Iowa Colony requirements.

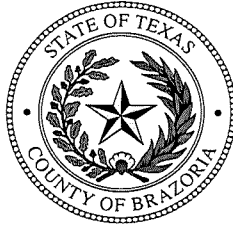
Sincerely,

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

DLD/ln



P:\001 Sierra Vista - BCMUD 32\002 Meridiana Parkway\Documents\Construction\Meridiana Parkway Phase IV - End of Maintenance Period
Letter.doc



**CERTIFIED COPY
BRAZORIA COUNTY COMMISSIONERS' COURT**

ORDER NO. 6.I.4

**RE: FINAL ACCEPTANCE OF ROADS –
MERIDIANA PARKWAY PHASE IV STREET
DEDICATION - ABSTRACT 288 AND 289
(PRECINCT 4)**

Whereas, the plat of Meridiana Parkway Phase IV Street Dedication, Abstract 288 and 289 (Precinct 4), was approved by the City of Iowa Colony on September 18, 2017; and filed for record in Clerk's File #2017058165, on November 22, 2017 of the Official Brazoria County Records; and

Whereas, the road serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day February 9, 2021.

CR#	Street Name	ROW (ft)	Length (ft)	Length (mi)
CR 56	Meridiana Parkway	120'	2,121.41 ft.	.402 mi.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

RESULT:	PASSED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Ryan Cade, Commissioner
SECONDER:	David R. Linder, Commissioner
AYES:	Judge Sebesta, Commissioner Payne, Commissioner Cade, Commissioner Adams, Commissioner Linder

STATE OF TEXAS §

COUNTY OF BRAZORIA §

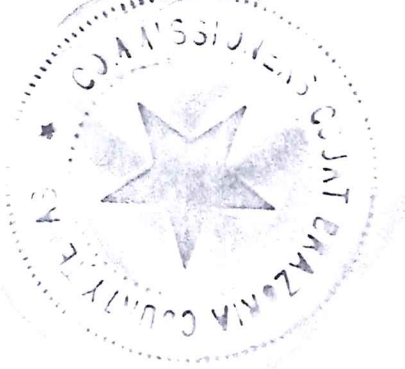
I, Joyce Hudman, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Brazoria County, Texas, do hereby certify that the foregoing is a true and correct copy of that certain:

ORDER NO. 6.I.4

**RE: FINAL ACCEPTANCE OF ROADS -
MERIDIANA PARKWAY PHASE IV STREET
DEDICATION - ABSTRACT 288 AND 289
(PRECINCT 4)**

as passed by the Commissioners' Court on the 9th day of FEBRUARY, A.D., 2021, Regular Session Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Brazoria County, Texas.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th DAY OF
FEBRUARY, A. D., 2021.**



JOYCE HUDMAN, Clerk County Court
and Ex-Officio Member of the Commissioners'
Court of Brazoria County, Texas

By: _____

M. Hudman, Deputy

Copy

Tuesday, April 16, 2019

Mayor Michael Holton
City Council
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

**Re: Meridiana Parkway Phase IV-Water, Sanitary, Drainage and Paving Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 171027-0711
Adico, LLC Project No. 16007-4-105**

Dear Mayor Holton and City Council;

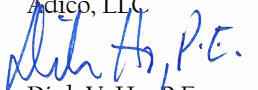
On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Meridiana Parkway Phase IV Water, Sanitary, Drainage and Paving Facilities. The final inspection was completed on February 5, 2019, with all outstanding punch list items addressed. Therefore, Adico, LLC recommends approval of facilities into the one-year maintenance period.

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

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

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser, City of Iowa Colony, (krosser@cityofiowacolony.com)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
Mike Christopher, Manhard Consulting (mchristopher@manhard.com)
Jaime Lozano, Manhard Consulting (jlozano@manhard.com)
File: 16007-4-105

CERTIFICATION OF INFRASTRUCTURE FOR:

MERIDIANA PARKWAY PHASE IV

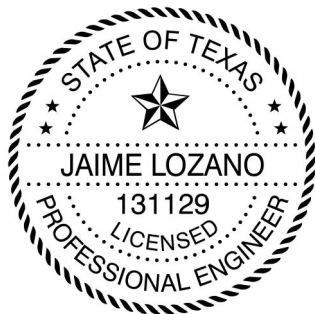
(Project Name)

I, **JAIME LOZANO, P.E.**

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas , do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

Engineer's Seal



Engineer's Signature

F-18141

Licensed Engineering Firm Name

2445 Technology Forest Blvd., Suite 200

Address

The Woodlands, TX 77381

City, State and Zip Code

832-823-2210

Phone No.

MAINTENANCE BOND

STATE OF TEXAS

Contract Date 8/16/17

COUNTY OF Brazoria

Date Bond Executed 8/16/17

PRINCIPAL Clearwater Utilities, Inc.

SURETY Liberty Mutual Fire Insurance Company

OWNER **Brazoria County Municipal Utility District No. 32**

PENAL SUM OF BOND (in words and figures) Two Million One Hundred Eighteen

Thousand Nine Hundred and Ninety Nine Dollars and Three Cents (\$2,118,999.03)

being 100 percent of the Contract Price.

CONTRACT for **Water, Sanitary, Drainage, and Paving Facilities in Meridiana Parkway – Phase IV for Brazoria County Municipal Utility District No. 32, Brazoria County, Texas** (the "Contract").

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

WHEREAS, Principal entered into that certain Contract with Owner, dated the same date as this bond, which Contract is expressly incorporated herein for all purposes.

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

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

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

Clearwater Utilities, Inc.
PRINCIPAL
 By [Signature]
 Name Alan Wright
 Title Vice President
 Address 22803 Schiel Road
Cypress, TX 77433

ATTEST

By [Signature]
 Name Cale Kobza
 Title Vice President

(SEAL)

Liberty Mutual Fire Insurance Company
SURETY
 By [Signature]
 Name Michael Maddux
 Title Attorney-in-Fact

ATTEST

By [Signature]
 Name Michael Cole
 Title Secretary

(SEAL)

Physical Address:
13201 NW Freeway, Ste 810
Houston, TX 77040
 Mailing Address:
13201 NW Freeway, Ste 810
Houston, TX 77040
 Telephone: 713-744-1761

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 713-439-5218

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 Alan Wright, who signed the bond on behalf of Principal, was then Vice President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

[Signature] (Corporate Seal)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7793552

LIBERTY MUTUAL FIRE INSURANCE COMPANY
WAUSAU, WISCONSIN
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: LIBERTY MUTUAL FIRE INSURANCE COMPANY, being a Wisconsin Corporation having its principal office in the City of Wausau, State of Wisconsin does hereby make, constitute and appoint Araceli Martinez; Cynthia Jordan; Dudley C. Ray; James R. Reid; Judith M. Dold; Marie E. Novak-Hogan; Mark Lee; Michael Cole; Michael Maddux

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in their/its name, place and stead, to sign, execute, acknowledge and deliver in their/its behalf, and as their/its act and deed, without power of redelegation, as follows:

bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations, as required, unlimited as to Dollar amount and to bind the Company(ies) making this appointment thereby as fully and to the same extent as if such bond or undertaking was signed by the duly of the Company(ies), and all the acts of said attorney(s), pursuant to the authority herein given, are hereby ratified and confirmed.

AUTHORITY FOR MAKING APPOINTMENT OF ATTORNEYS-IN-FACT

Appointment of Attorneys-in-Fact by Liberty Mutual Fire Insurance Company are made pursuant to Article V, Section 10 of Liberty Mutual Fire Insurance Company's By-Laws, as amended and by Unanimous Consent of the Board of Directors dated May 21st, 2013. Further, the President of Liberty Mutual Fire Insurance Company, executed a Delegation of Authority and authorized the assistant secretary signing below to appoint attorneys-in-fact as may be necessary to act on behalf of Liberty Mutual Fire Insurance Company to make execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances, and other surety obligations.

In Witness Whereof, Liberty Mutual Fire Insurance Company has caused these presents to be signed by its authorized representatives, and its Corporate Seal to be hereto affixed, this 12th day of June, 2017.



LIBERTY MUTUAL FIRE INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

Attest: Lisa Love
Lisa Love

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 12th day of June, 2017, by David M. Carey, an authorized representative of Liberty Mutual Fire Insurance Company.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, an Assistant Secretary of Liberty Mutual Fire Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney was one of the officers or officials specially authorized by the Board of Directors to appoint attorneys-in-fact as provided in the Unanimous Consent and Vote of the Board of Directors of Liberty Mutual Fire Insurance Company dated May 21, 2013.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the Board of Directors of Liberty Mutual Fire Insurance Company evidenced by the Unanimous Consent and Vote of the Board of Directors dated June 28, 2006 wherein it was

VOTED that the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature and facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any surety undertakings, bonds, recognizances and other surety obligations to which it is attached.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of _____.



By Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

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

You may write the Texas Department of Insurance Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

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

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

FINAL APPROVAL

Tuesday, July 13, 2021

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

Re: Sierra Vista West Section 6, Water, Sanitary, Drainage and Paving Facilities
Recommendation for Approval into One-Year Maintenance Period
City of Iowa Colony Project No. CSW 210127-0090
Adico, LLC Project No. 16007-4-341

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 6 – Water, Sanitary, Drainage and Paving Facilities. The final inspection was completed on June 2, 2021, with all outstanding punch list items addressed on July 1, 2021.

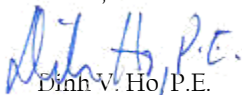
Adico, LLC recommends approval of facilities into the One-Year Maintenance period. The effective date shall be July 19, 2021, if approved by City Council.

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

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

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

Sincerely,
Adico, LLC

Dinh V. Ho, P.E.

TBPE Firm No. 16423

Cc: Kayleen Rosser, City of Iowa Colony, (krosser@iowacolonytx.gov)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
File: 16007-4-341

**Project:**

Construction of Water, Sanitary, Drainage and
Paving Facilities for Sierra Vista West Sec. 6 for
Brazoria County Municipal Utility District No.
53

Project Number: 610.020019.00**Contract Date:** 02-01-2021**Owner:**

Brazoria County MUD No. 53
c/o Allen Boone Humphries Robinson, LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

To:

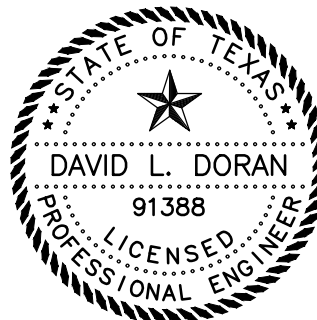
Adico, LLC.
211 East Parkwood, Suite 209
Friendswood, Texas 77546

Mr. Ho,

I hereby certify that this project is substantially complete as of June 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



July 7, 2021



July 14, 2021

Mr. Dinh Ho, P.E.
City of Iowa Colony Engineering Departement
c/o Adico, LLC
2114 El Dorado Boulevard, Suite 400
Friendswood, Texas 77546

Re: Punchlist Completion Letter
Construction of Water, Sanitary, Drainage, and Paving Facilities for
Sierra Vista West Section 6 for Brazoria County Municipal Utility District No. 53

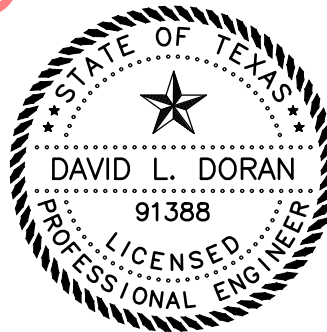
Mr. Dinh Ho,

A Final Walk to verify that all punchlist items have been addressed occurred for the above referenced project on June 30, 2021. The appropriate municipal authority representatives were present for this walk. This Final Walk revealed that all punchlist items previously referenced in the Punchlist Letter were verified, and confirmed, as addressed by the appropriate governing authorities for this project.

Sincerely,

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

DLD/mm



July 14, 2021

P:\020 Sierra Vista West Development\019 Section 6 WSD & Paving\Construction\Acceptance Packages\City of Iowa Colony\Sierra Vista West Section 6 WSD&P - Punchlist Completion Letter.docx

BOND

NO.4445676

THE STATE OF TEXAS
COUNTY OF BRAZORIA

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, **Land Tejas Sierra Vista West, LLC** whose *(street address/phone)* is **2450 Fondren Road Suite 210 Houston, Texas 77063 / 713-783-6702**, hereinafter called the Principal, and *(Surety)* **SureTec Insurance Company**, a Corporation existing under and by virtue of the laws of the State of **Texas**, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at *(street address/phone)* **2103 CityWest Blvd., Suite 1300, Houston, Texas 77042 / 713-812-0800**, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is *(name/office)* **Steve D. Nelson, SureTec Insurance Company**, and whose *(street address/phone)* is **9737 Great Hills Trail, Suite 320, Austin, Texas 78759 / 512-732-0099**, hereinafter called the Surety, and held and firmly bound unto L. M. (Matt) Sebesta, Jr., County Judge of Brazoria County, Texas or his successors in office, in the full sum of **Three Hundred Sixty Nine Thousand Six Hundred Twenty Three and Nine Eight Cents (\$369,623.98)** current, lawful money of the United States of America, to be paid to said L. M. (Matt) Sebesta, Jr., County Judge of Brazoria County, Texas or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

WHEREAS, the said Principal is the owner of the following Subdivision(s):

SIERRA VISTA WEST

SEC 6

located in Brazoria County, Texas; and,

WHEREAS, the Commissioners Court of Brazoria County, Texas, has promulgated certain rules, regulations and requirements relating to Subdivisions in Brazoria County, Texas, as more specifically set out in "Brazoria County Regulations of Subdivisions" as amended; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will construct the roads, streets, bridges and drainage in the right-of-way depicted on the plat thereof, in accordance with the specifications set out therein, and maintain such roads, streets, bridges and drainage in the right-of-way until such time

as said roads, streets, bridges and drainage in the right-of-way have been approved by the County Engineer and accepted for maintenance by the Commissioners Court of Brazoria County, Texas (or in the case of subdivisions, streets or roads designated as private in the plat approved by the County Engineer and accepted by the Homeowners Association).

It is further stipulated and understood that the approval of the map or plat of the above named Subdivision(s) is conditioned upon and subject to the strict compliance by the Principal herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Brazoria and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications within a reasonable time, as set by the Commissioners Court of Brazoria County, Texas, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, her, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s) and that upon approval of the construction of said roads, streets, bridges and drainage in the right-of-way by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such roads, streets, bridges and drainage in the right-of-way by the Commissioners Court of Brazoria County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind and obligate themselves to pay L. M. (Matt) Sebesta, Jr., County Judge of Brazoria County, State of Texas, or his successors in office, for the use and benefit of Brazoria County, all loss or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s), and further agree, bind and obligate themselves to defend, save and keep harmless the County of Brazoria from any and all damages, expenses, and claims of every kind and character which the County of Brazoria may suffer, directly or indirectly, as a result of the Principal's failure

to comply with the rules, regulations and specifications relating to the construction and maintenance of the roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s).

The word Principal when used herein means Principal or Principals whether an individual, individuals, partnership, corporation, or other legal entity having the capacity to contract. The words Roads, Streets, Bridges and Drainage in the right-of-way used herein mean each and every road, street, bridge and drainage in the right-of-way in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the roads or streets and approval thereof by the County Engineer until acceptance of the roads and streets by the Commissioners Court. The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Brazoria County, Texas.

EXECUTED this 6th day of May, 2021.

Principal

Land Tejas Sierra Vista West, LLC,
a Texas limited liability company

By: 
Al P. Brende, Sole Manager

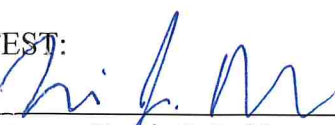
ATTEST:


Secretary

SureTec Insurance Company, Surety

By: 
ATTORNEY IN FACT – Kelly J. Brooks

ATTEST:


Secretary – Travis J. Robles

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

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 their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel 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 SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."


IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 8th day of January, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



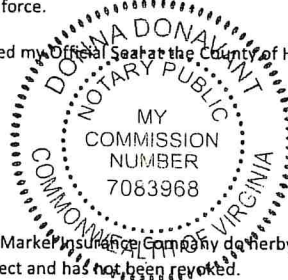
Markel Insurance Company

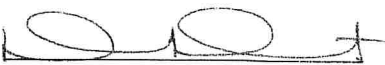
By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 8th day of January, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies 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 Henrico, the day and year first above written.




By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company 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, we have hereunto set our hands, and affixed the Seals of said Companies, on the 6th day of May, 2021.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

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

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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. 6

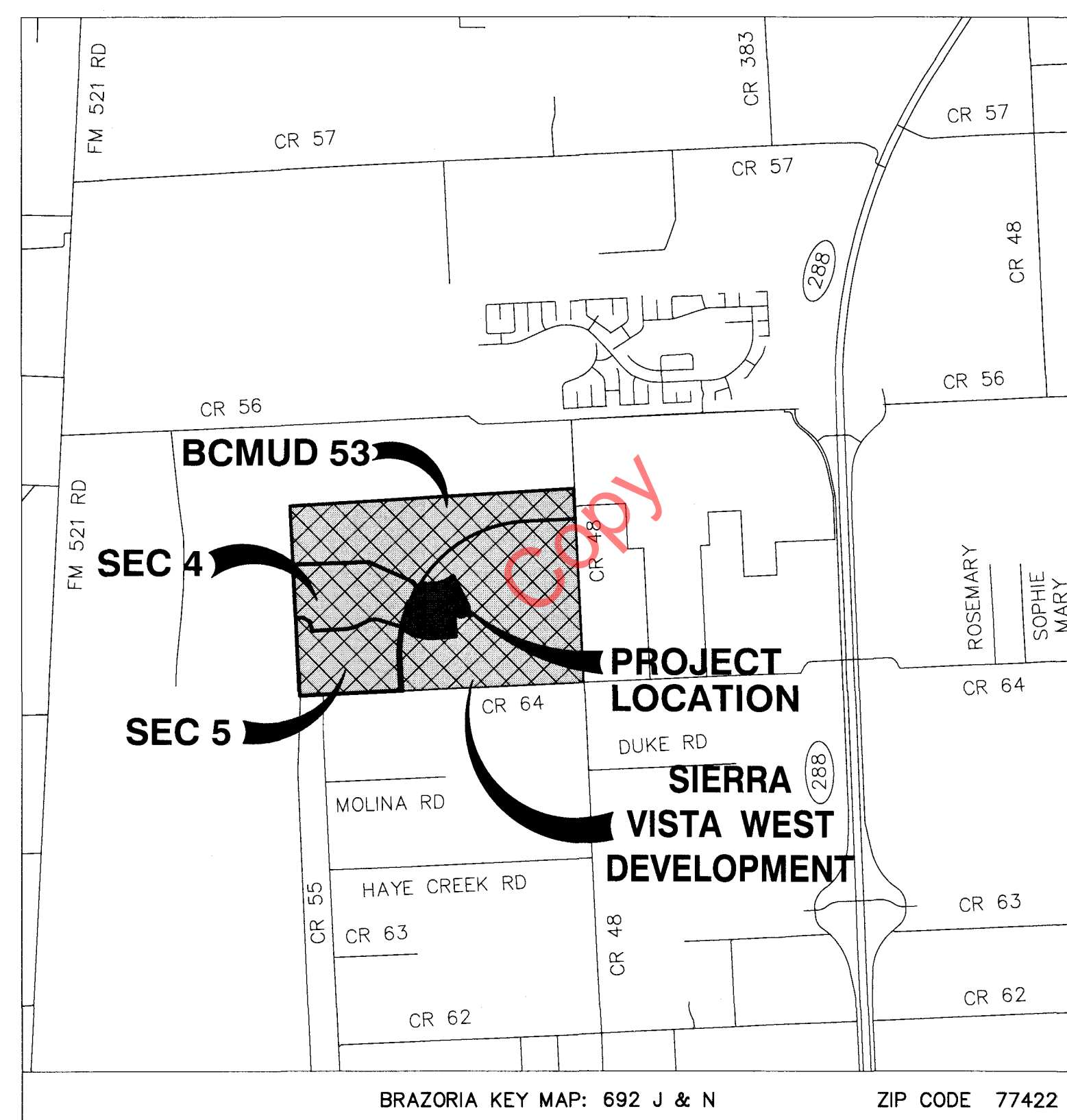
BRAZORIA COUNTY M.U.D. NO. 53
BRAZORIA COUNTY, TX
PROJECT NO. 610.020019.00

INDEX OF SHEETS

SHEET NO. SHEET TITLE

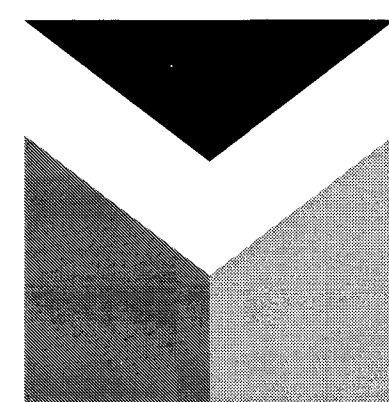
1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	WATER & SANITARY OVERALL
4	DRAINAGE OVERALL
5	DRAINAGE CALCULATIONS
6	GRADING OVERALL
7	STORMWATER POLLUTION PREVENTION PLAN
8	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
9	PONDEROSA PINE DR STA 29+50 TO 37+00
10	PONDEROSA PINE DR STA 37+00 TO 43+00
11	SEQUOIA RUN DRIVE
12	TULARE CANYON DRIVE & BLACK OAK DRIVE
13	BLACK OAK DR & JUNIPER BRANCH DR
14	SCRUB OAK DRIVE
15	YUBA VALLEY DRIVE & BASELINE A
16	AMADOR PEAK DRIVE
17	OUTFALL NORTH & SOUTH
18	WATERLINE DETAIL - 1
19	WATERLINE DETAIL - 2
20	SANITARY SEWER DETAIL - 1
21	SANITARY SEWER DETAIL - 2
22	SANITARY SEWER DETAIL - 3
23	STORM SEWER DETAIL - 1
24	STORM SEWER DETAIL - 2
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28	PAVING DETAILS - 1
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32	PAVEMENT MARKING DETAILS - 1
33	PAVEMENT MARKING DETAILS - 2
34	SLOPE PAVING DETAIL & MISCELLANEOUS DETAILS
35	DRAINAGE AREA SERVICE MAP

**RECORD
DRAWING**



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

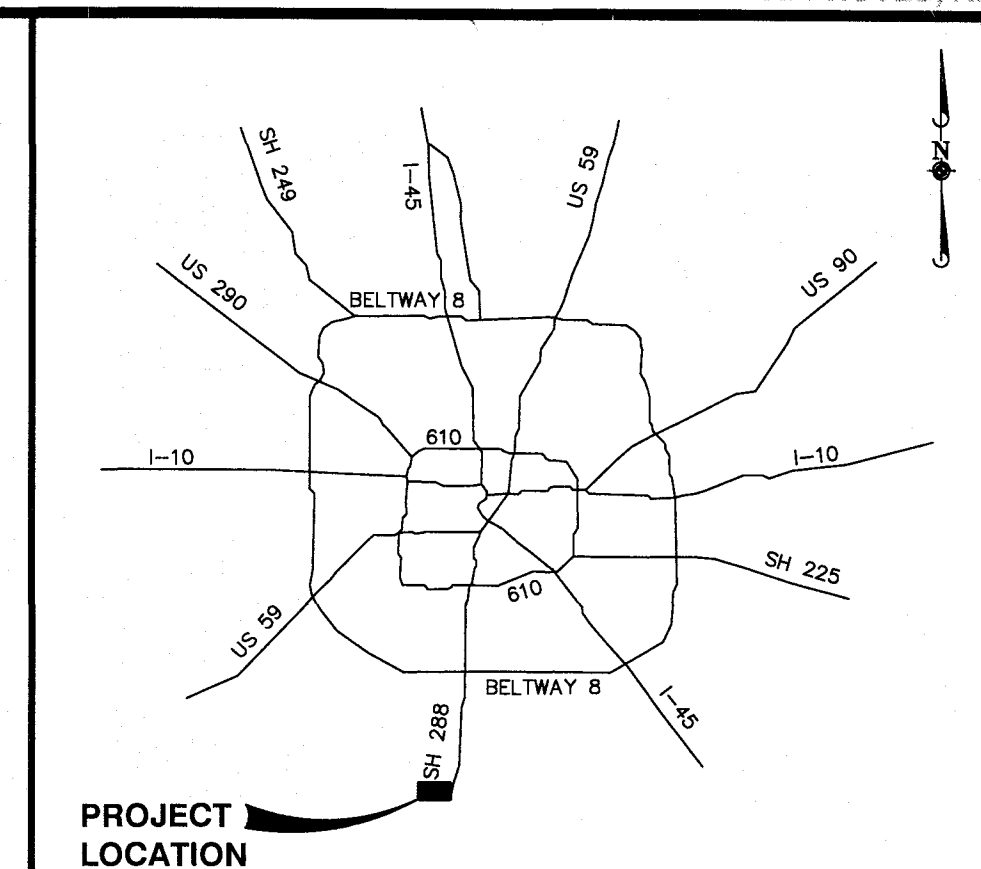
ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E. 8/3/20 President
Kerry L. Osburn 8/3/20 Vice President
Mark Roller 8/3/20 Secretary/Treasurer
Jarrod D. Aden, P.E., C.F.M. 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. # B200026



HOUSTON AREA VICINITY MAP

N.T.S.

**ISSUED FOR
CONSTRUCTION**

BOUNDARY:

THE BOUNDARY LINES FOR THIS PROJECT ARE BASED ON A SURVEY PREPARED BY BASELINE SURVEYORS, DATED OCTOBER 12, 2017. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING IN WRITING OF ANY DIFFERING CONDITIONS. MANHARD CONSULTING HAS NOT VERIFIED THE SURVEY AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY BOUNDARY.

BENCHMARKS:

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TxDOT MONUMENT HV-79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCHMARK:

T.B.M. "A" BEING A SET "PK" NAIL IN ASPHALT LOCATED AT THE CENTERLINE INTERSECTION OF COUNTY ROAD 48 AND COUNTY ROAD 64.

ELEVATION = 54.34 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

ACCORDING TO MAP Nos. 48039C0115H OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED JUNE 15, 1989, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

BRAZORIA COUNTY ENGINEERING DEPARTMENT REVIEWED FOR CONSTRUCTION:

MATT HANKS, PE, COUNTY ENGINEER 08/07/2020
Jorge Reyna, DEVELOPMENT COORDINATOR 8-5-2020

ENGINEER'S SEAL

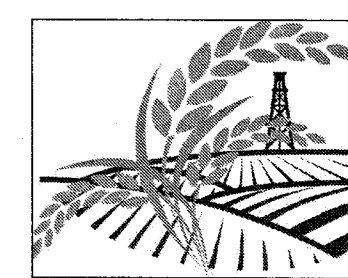
Parker Krause 07/09/2020
PARKER R. KRAUSE 137218
LICENSED PROFESSIONAL ENGINEER

CITY OF IOWA COLONY

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

Mr. Brown 07222020
MICHAEL BROWN-BRATSEN, MAYOR DATE 07222020
DINH HO, P.E., CITY ENGINEER DATE



**CITY OF
IOWA
COLONY**

NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

SIERRA VISTA WEST SEC. 6
BRAZORIA COUNTY M.U.D. NO. 53
TITLE SHEET & SHEET INDEX

PROJ. MGR.: CMB
PROJ. ASSOC.: JS
DRAWN BY: SLC/RL
DATE: JUNE 2020
SCALE: N/A
SHEET
1 OF 35
610.020019.00

FINAL APPROVAL

Tuesday, June 29, 2021

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

**Re: Meridiana Section 57 Preliminary Plat
Letter of Recommendation to Approve
City of Iowa Colony Project No. SPP 210608-0777
Adico, LLC Project No. 16007-2-204**

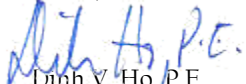
Dear Mr. Sweitzer;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Meridiana Section 57 preliminary plat, received on or about June 28, 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 preliminary plat as resubmitted on June 28, 2021. Please provide ten (10) folded copies of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, June 30, 2021 for consideration at the July 6, 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

Copy

Cc: Kayleen Rosser, City Secretary, (krosser@iowacolonytx.gov)
Ron Cox, City Manager (rcox@iowacolonytx.gov)
File: 16007-2-204

GENERAL NOTES:

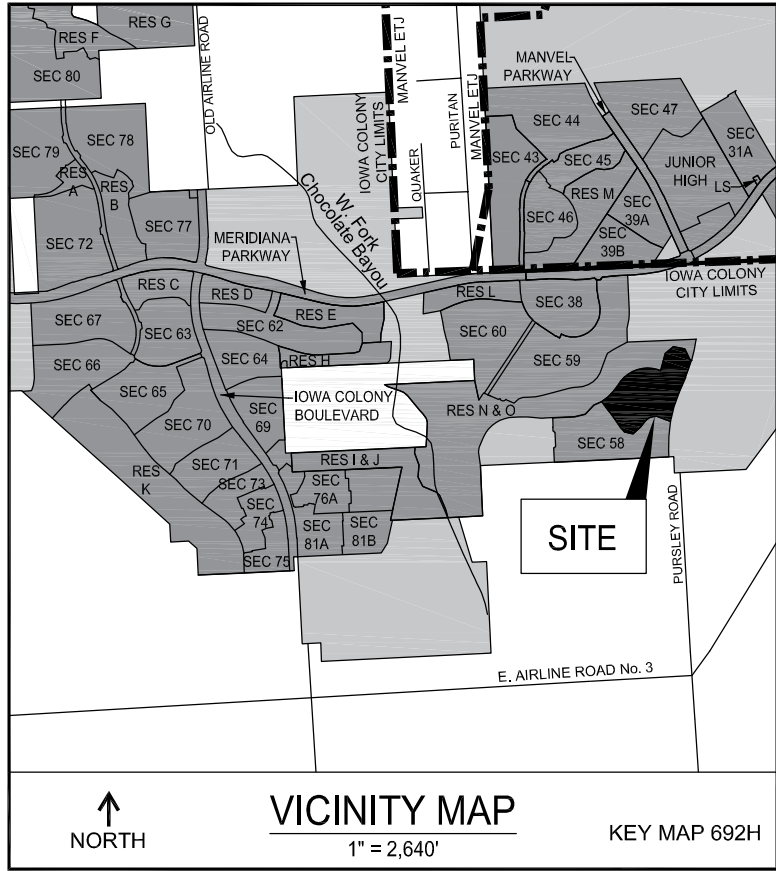
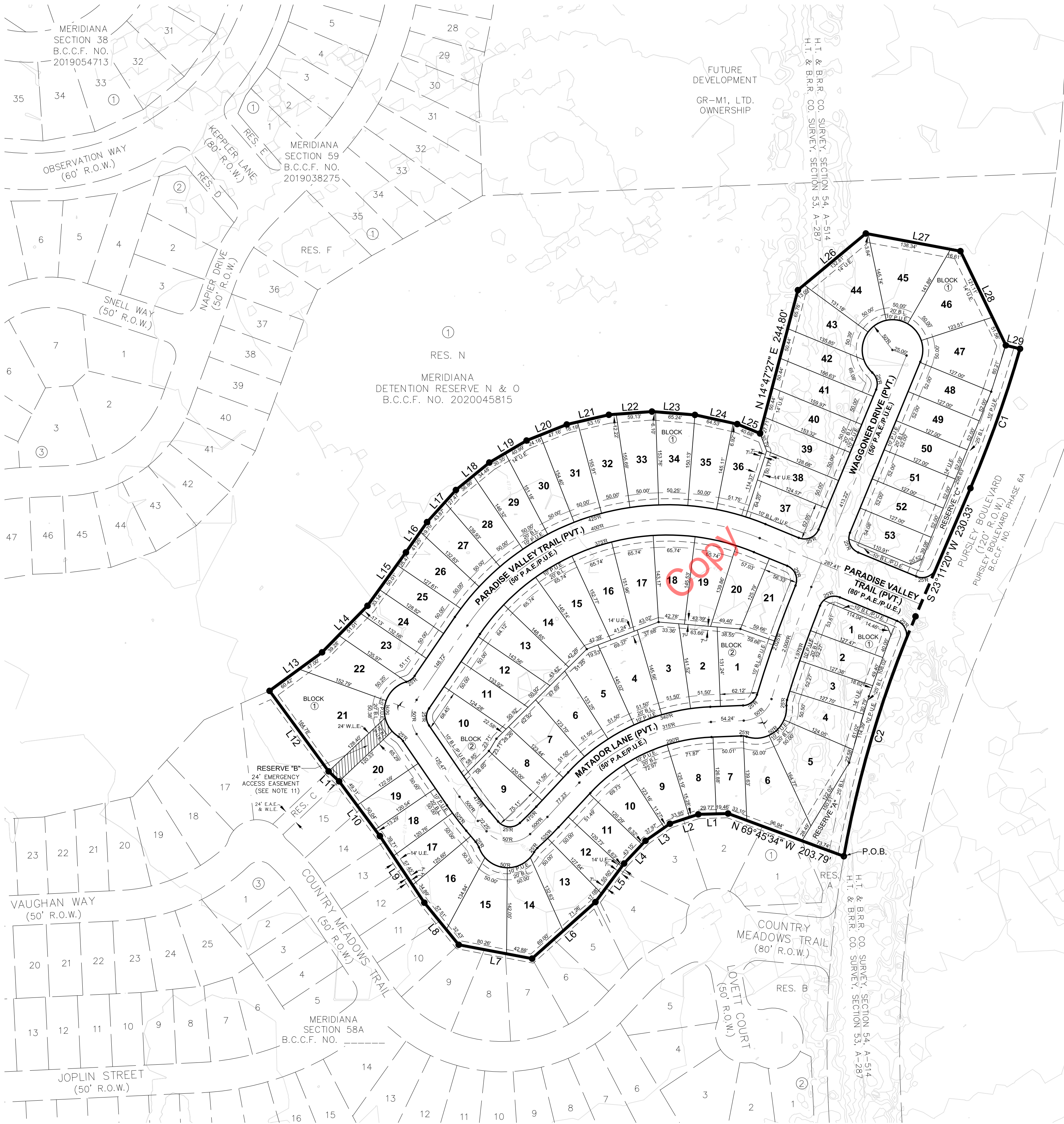
- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
- The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community 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.
PG. 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.M.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.
- The emergency access provided must be 24 feet in width and have a traffic load rating of H-20 as specified by the American Association of State and Highway Officials (AASHTO).
- This plat is subject to the Development Agreement for Meridiana PUD Amendment Number 3.
- Drainage plans to be provided prior to final plat submittal.

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, S-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 88°21'54" W	49.23'
L2	S 71°42'47" W	49.23'
L3	S 55°03'39" W	49.23'
L4	S 43°20'41" W	51.47'
L5	S 36°35'54" W	79.30'
L6	S 48°14'55" W	140.26'
L7	N 79°20'24" W	123.14'
L8	N 39°18'00" W	89.94'
L9	N 33°39'17" W	132.05'
L10	N 36°42'32" W	112.64'
L11	N 46°23'15" W	24.03'
L12	N 36°14'48" W	164.78'
L13	N 53°45'12" E	107.42'
L14	N 44°14'40" E	107.42'
L15	N 53°45'12" E	107.42'
L16	N 66°06'22" E	118.57'
L17	N 77°01'17" E	151.63'
L18	N 88°05'33" E	49.30'
L19	S 87°53'51" E	48.87'
L20	S 84°15'21" E	49.51'
L21	S 83°50'56" E	50.00'
L22	S 85°09'10" E	55.51'
L23	S 88°29'46" E	56.33'
L24	N 88°10'10" E	58.72'
L25	N 87°16'49" E	75.00'
L26	N 84°24'03" E	62.40'
L27	N 76°39'22" E	64.86'
L28	N 68°41'31" E	64.86'
L29	N 60°43'40" E	64.86'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1,940.00'	244.32'	S 19°34'52" W	244.16'
C2	1,810.00'	414.11'	S 16°37'57" W	413.21'

RESERVE TABLE

RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	14,941.73	0.34
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	2,958.45	0.07
C	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	12,903.72	0.30
TOTAL		30,803.90	0.71



Meridiana Section 57

A Subdivision of 17.43 acres out of the H.T. & B.R.R. Co. Survey, Section 54, A-514; and the H.T. & B.R.R. Co. Survey, Section 53, A-287, City of Iowa Colony, Brazoria County, Texas.

74 Lots, 2 Blocks and 3 Reserves

Owner: GR-M1, LTD., a Texas Limited Partnership

June 28, 2021

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

EHRA
ENGINEERING THE FUTURE
SINCE 1986
"EHRA" JOB NO. 081-011-57

No warranty or representation of intended use, design or construction is made by EHRA. All drawings and specifications are subject to change without notice.

MEMORANDUM

TO: IOWA COLONY CITY COUNCIL

FROM: LARRY BOYD

DATE: JUNE 19, 2021

SUBJECT: HANDGUNS IN CITY PARKS

I. SUMMARY

State law now requires cities to allow persons licensed to carry handguns to do so in city parks. Starting September 1, 2021, permitless carry will become lawful, and any person who may lawfully carry a handgun may do so in a city park. The City should amend the park rules to conform to those state statutes.

II. DISCUSSION

A. CURRENT LAW

In general, a property owner has the right to prohibit persons with handguns from entering that owner's property. However, in order to apply such a prohibition to a person with a license to carry a handgun, the property owner must post signs as specified by Texas Penal Code sections 30.06 (concealed carry) and 30.07(open carry).

However, if that property owner is a city, then state law significantly restricts the authority to prohibit handguns on most city property, including parks. Section 411.209(a) of the Texas Government Code forbids a city to post the signs necessary to prohibit license holders from carrying handguns on most city property, except for certain sensitive locations, such as jails, schools, courts, etc.:

“Sec. 411.209. Wrongful Exclusion of Handgun License Holder.

“(a) Except as provided by Subsection (i)[state hospitals], a state agency or a political subdivision of the state may not take any action, including an action consisting of the provision of notice by a communication described by Section 30.06 or 30.07, Penal Code, that states or implies that a license holder who is carrying a handgun under the authority of this subchapter [the license to carry subchapter] is prohibited from entering or remaining on a premises or other place owned or leased by the governmental entity unless license holders are prohibited

from carrying a handgun on the premises or other place by Section 46.03 or 46.035, Penal Code, or other law.”

Likewise, Texas Penal Code sections 30.06(a, e) (concealed carry) and 30.07(a, e) (open carry), which each prohibit a license holder from carrying a handgun where the proper signs are posted, provide the same exception for the same city property:

“(e) It is an exception to the application of this section that the property on which the license holder carries a handgun is owned or leased by a governmental entity and is not a premises or other place on which the license holder is prohibited from carrying the handgun under Section 46.03 or 46.035.”

Thus, a city may not ban licensed carry of handguns except in the banned places in Texas Penal Code sections 46.03 or 46.035.

City parks are not included in the list of places where handguns are banned by section 46.03 or 46.035: schools; grounds where school activities are being conducted; school passenger vehicles; high school, college, or professional sporting events or interscholastic events; polling places on election day or during early voting; courts; racetracks; secured areas of airports; executions; bars; hospitals with statutory signs; amusement parks with statutory signs; civil commitment facilities with statutory signs; open governmental meetings with statutory signs; or while the carrier is intoxicated in most places.

The preemption statute, Texas Local Government Code section 229.001(a), also restricts a city’s right to regulate firearms, with exceptions under subsection (b):

“Sec. 229.001. Firearms; Air Guns; Knives; Explosives.

“(a) Notwithstanding any other law, including Section 43.002 of this code and Chapter 251, Agriculture Code, a municipality may not adopt regulations relating to:

“(1) the transfer, possession, wearing, carrying, ownership, storage, transportation, licensing, or registration of firearms, air guns, knives, ammunition, or firearm or air gun supplies or accessories;...

“(b) Subsection (a) does not affect the authority a municipality has under another law to:

“(6) regulate the carrying of a firearm or air gun by a person other than a person licensed to carry a handgun under Subchapter H, Chapter 411, Government Code, at a:

“(A) public park;

“(B) public meeting of a municipality, county, or other governmental body;

“(C) political rally, parade, or official political meeting;
or

“(D) nonfirearms-related school, college, or professional athletic event;

“(7) regulate the carrying of a firearm by a person licensed to carry a handgun under Subchapter H, Chapter 411, Government Code, **in accordance with Section 411.209, Government Code** (the statute preventing cities from posting the 30.06 and 30.07 signs necessary to ban licensed carry in city parks);...” (Emphasis added.)

Thus, current law allows a city to prohibit or otherwise regulate the carrying of firearms in a city park, but not by a person with a license to carry.

The same logic does not allow a license holder to carry a handgun in an open city council meeting under Texas Local Government Code section 229.001(b)(6)(B), quoted above. Rather, the prohibition of licensed carry at a council meeting comes directly from state law, not a city ordinance. Texas Penal Code section 46.035(c) specifically forbids licensed carry in a council meeting, if proper signs are posted, and that statute specifically authorizes a city to post those signs.

B. NEW LAW EFFECTIVE SEPTEMBER 1, 2021

On September 1, 2021, permitless carry of handguns will generally become legal in Texas for persons who may lawfully possess handguns, although numerous restrictions and exceptions will apply.

The right to carry handguns in city parks will be expanded from only licensed carriers to anyone who may lawfully possess a handgun, pursuant to the following amendment of Texas Local Government Code section 229.001(b):

“(b) Subsection (a) does not affect the authority a municipality has under another law to:

“(6) regulate the carrying of an air gun or [a] firearm, [or air gun by a person] other than a [person licensed to carry a] handgun carried by a person not otherwise prohibited by law from carrying a handgun [under Subchapter H, Chapter 411, Government Code], at a:

“(A) public park;

“(B) public meeting of a municipality, county, or other governmental body;

“(C) political rally, parade, or official political meeting; or

“(D) nonfirearms-related school, college, or professional athletic event;

“(7) regulate the carrying of a firearm by a person licensed to carry a handgun under Subchapter H, Chapter 411, Government Code, in accordance with Section 411.209, Government Code (the statute preventing cities from posting the 30.06 and 30.07 signs necessary to ban licensed carry in city parks);...”

Accordingly, anyone who may lawfully carry a handgun will be able to do so in a city park as of September 1, 2021. In general, persons who may then lawfully carry a handgun are persons age 21 or over, who may lawfully possess the handgun, and who do not have felony convictions or certain misdemeanor convictions, for example convictions under Texas Penal Code section 22.01(a)(1)(assault with bodily injury); sec. 22.05(deadly conduct); sec. 22.07(terroristic threat); sec. 42.0(a)(7)(unlawful discharge of firearm in public); or sec. 42.01(a)(8)(brandishing firearm). Tex. Pen. Code sec. 46.02, 46.04. However, the full analysis of who may carry a handgun and where as of September 1, 2021, is beyond the scope of this memo on the amendment of the park rules.

III. RECOMMENDATIONS AND GENERAL

I recommend that the City amend the park rules to allow license holders to carry handguns in the parks now.

The park rules will also have to be amended to allow anyone who may lawfully carry a handgun to carry it in a park as of September 1, 2021. The proposed ordinance in the packet for the June Council meeting makes that change now but makes it effective on September 1st.

The new permitless carry involves numerous other amendments of numerous statutes, and those amendments are beyond the scope of this memo. We should also evaluate the effect of those amendments on various city policies and ordinances.

This memo is intended solely for the use of the Iowa Colony City Council and Police Department concerning solely the carrying of handguns in city parks. No other person is entitled to rely on this document or the statements herein.

Please let me know if you would like any further information on this.

Copy



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

To: Mr. Ron Cox, Interim City Manager and City Council

From: Michael Byrum-Bratsen, Kayleen Rosser, and Sandra Castro (Advisory Scoring Committee)

Date: July 14, 2021

RE: American Rescue Plan Act

Mr. Cox,

We have solicited Requests for Proposals (RFP) for Administrative Services for the American Rescue Plan Act of 2021 addressing "Coronavirus local fiscal recovery fund."

We only received one proposal before the deadline from Grantworks. The proposal was reviewed and has met or exceeds most, if not all of the requirements outlined in the RFP. The city has used Grantworks administrative services in other successful projects. Grantworks also documented within their proposal that they have successfully worked with other city and county governments within the Greater Houston Area.

Based on the information that was reviewed by the committee, we would respectfully recommend approval from the City Council to negotiate and enter into a contract with Grantworks for administrative services on this project.

CITY OF IOWA COLONY
REQUEST TO POST COMMUNITY EVENTS ONLINE

12003 IOWA COLONY BLYD. IOWA COLONY TX 77583

281-369-2471

www.iowacolonytx.gov

DATE OF EVENT: _____ TIME OF EVENT: _____

LOCATION OF EVENT: _____

PERSON / GROUP RESPONSIBLE FOR EVENT: _____

PHONE: _____ EMAIL: _____

DESCRIPTION OF EVENT: _____

ANY ADDITIONONAL DETAILS ABOUT THE EVENT YOU WOULD LIKE THE PUBLIC TO KNOW: _____

IF YOU HAVE A FLYER AND WOULD LIKE IT POSTED AS WELL PLEASE ATTACH IT TO THE BACK OF THIS FORM
EVENTS POSTED ON THE WEBSITE SHOULD BE OPEN TO ALL CITY RESIDENTS

DATE POSTED ON THE WEBSITE (FOR CITY USE ONLY): _____

ORDINANCE NO. _____

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

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

1. The City of Iowa Colony, Texas (“the City”) hereby adopts and ordains the following, which is attached hereto and incorporated herein in full:

Rules and Regulations for Parks and Recreation Facilities (“the Park Rules” or “the Policy”).

2. No person shall participate in using a facility in violation of the Policy.

3. Any violation of this ordinance shall be a misdemeanor punishable upon conviction by a fine of not more than \$500. Each day or portion of a day that a violation continues shall be a separate offense.

4. a. Ordinance 2021-14 adopted an earlier version of the Rules and Regulations for Parks and Recreation Facilities, and the attached version replaces that earlier version, except as to violations occurring before the effective date of this ordinance.

b. Ordinance 2021-14 also adopted the Policy and Procedures on Athletic Facility and Field Usage (“the Field Use Rules”), and this ordinance does not change the Field Use Rules.

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

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

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

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

CITY OF IOWA COLONY, TEXAS

BY: _____

MICHAEL BYRUM-BRATSEN, MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

Copy

ATTACHMENT

CITY OF IOWA COLONY

RULES AND REGULATIONS FOR

PARKS AND RECREATION FACILITIES

ATHLETIC FACILITY AND FIELD USAGE

Copy



IOWA COLONY POLICE DEPARTMENT

12003 Iowa Colony Blvd.
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

Monthly Report June 2021

Offense	Reported
Burglary	0
Theft	2
Robbery	1
Total Index Crimes Reported	3
Reports Taken	
Misdemeanor	13
Felony	11
Charges Filed/Arrests	
Misdemeanor	2
Felony	3
Outside Agency Warrant Arrest	1
Traffic Enforcement	
Citations	217
Warnings	27
Crash Investigations	
Minor Crashes	2
Major Crashes	3
Fatality Crashes	0
Calls for Service	
Alarms	34
Assist Other Agency	50
Disturbance	10
Fire	0
Other	219
Security Checks	864
Suspicious Activity/Persons	20

Significant Events

- June 4 – Officer was flagged down in reference to a disturbance that had occurred in the 9900 block of Hubble Dr. An arrest was made for Assault and Interference with an Emergency call.
- June 4 – Officer conducted a traffic stop on a vehicle in the 2800 block of Silver Ridge Dr. During the stop illegal narcotics were found and seized. Driver was released with citations.
- June 8 – Officer was dispatched to the 9400 block of White Diamond Dr. in reference to a disturbance. An arrest was made for Assault Family Violence Choking.



IOWA COLONY POLICE DEPARTMENT

12003 Iowa Colony Blvd.
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

Phone: (281) 369-3444
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- June 11 – Officer was contacted about a previous sexual assault that occurred. A report was taken and an investigation is ongoing.
- June 20 – Officer was dispatched to AM/PM gas station on State Highway 6 in reference to a robbery. A male entered the store, became upset with the clerk, and pushed over several items causing damage and pain to the clerk. An investigation into the incident is ongoing.
- June 26 – Officer conducted a traffic stop on a vehicle at State Highway 288/Iowa Colony Blvd. The driver was found to be intoxicated and arrested for Driving While Intoxicated, 3rd or more, a felony offense.
- June 28 – Officer was dispatched to the 2800 block of Nickel Canyon Dr. in regards to a disturbance. The suspect left the scene prior to the officer's arrival. A warrant was obtained and the suspect was arrested a few days later.

Code Compliance

City Ordinance Violations: 13

- No Mobil Food Permit – Warning
- No Silt Fence (New Construction) – Warning
- Trash & Debris
- High Weeds and Grass
- Bandit/Stake Signs – Notices Posted

Stake Signs (Abated): 12

- Total of 51 Stake/Bandit signs picked up and disposed

Animals at Large: 19

- 16 Animals at Large Calls – Unfounded
- 3 Animals Impounded – 1 Cat – 5 Kittens – 2 Dogs

Loose Livestock: 3

- Mini Ponies at large – secured
- Loose Cattle - secured

Bite Cases: 1

- 11900 Blk Kristin Circle – Dog completed quarantine

Animal Control Patrols / Other: 6

- Serling Lakes and Meridiana Subdivision
- Debris in Roadway – Debris removed
- Animal Nuisance – Damaged Fence / Barking Dog
- Dogs turned over to foster groups - 2



IOWA COLONY POLICE STATION - JULY 15, 2021

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

	Oct '20 - Jun 21	Budget	\$ Over Budget	% of Budget
Income				
4100 · GENERAL REVENUE				
4109 · Mixed Beverage Tax	436.15	2,000.00	-1,563.85	21.8%
4110 · City Sales Tax	303,529.76	350,000.00	-46,470.24	86.7%
4120 · Property Tax	1,950,946.14	1,164,165.53	786,780.61	167.6%
4121 · Delinquent Property Tax	28,328.34	35,000.00	-6,671.66	80.9%
4130 · Property Tax - TIF - 70%	730,282.19	0.00	730,282.19	100.0%
4131 · Delinquent Tax - TIF - 70%	1,190.16	0.00	1,190.16	100.0%
4132 · City Property TIF 30%	312,978.10	0.00	312,978.10	100.0%
4133 · City Property Delinquent TIF 30%	510.06	0.00	510.06	100.0%
4134 · Intermodel Ship. Container	3,316.49	2,000.00	1,316.49	165.8%
Total 4100 · GENERAL REVENUE	3,331,517.39	1,553,165.53	1,778,351.86	214.5%
4122 · OTHER REVENUE				
4124 · Accident Reports	100.00	0.00	100.00	100.0%
4126 · MUD 31 Annexation				
MUD 31 Pub. Safety Contr.	0.00	250,000.00	-250,000.00	0.0%
MUD 32 Pub. Safety Contr.	0.00	250,000.00	-250,000.00	0.0%
4126 · MUD 31 Annexation - Other	0.00	0.00	0.00	0.0%
Total 4126 · MUD 31 Annexation	0.00	500,000.00	-500,000.00	0.0%
4122 · OTHER REVENUE - Other	9,763.43	0.00	9,763.43	100.0%
Total 4122 · OTHER REVENUE	9,863.43	500,000.00	-490,136.57	2.0%
4125 · Arrest Fees	39.76	0.00	39.76	100.0%
4200 · BUILDING & CONSTRUCTION PERMITS				
4201 · Building Construction Permits	1,551,768.64	1,375,000.00	176,768.64	112.9%
4202 · Trade Fees	50,339.73	40,000.00	10,339.73	125.8%
4203 · Reinspection Fees	28,200.00	25,000.00	3,200.00	112.8%
4204 · Signs	500.00	2,500.00	-2,000.00	20.0%
4205 · Misc Permits	4,455.10	1,000.00	3,455.10	445.5%
4206 · Dirt Work Permits	0.00	1,500.00	-1,500.00	0.0%
4207 · Driveway Permits	1,150.00	3,000.00	-1,850.00	38.3%
4210 · Culvert Permit	300.00	1,000.00	-700.00	30.0%
4211 · Commercial Vehicle Permit	500.00	3,000.00	-2,500.00	16.7%
4212 · Park Use Permit	2,075.00			
4213 · Mobile Food Unit Permit	750.00			
Total 4200 · BUILDING & CONSTRUCTION PERMITS	1,640,038.47	1,452,000.00	188,038.47	113.0%
4300 · PLAT FEES				
4301 · Preliminary Plat Fees	71,040.00	75,000.00	-3,960.00	94.7%
4302 · Final Plat Fees	24,740.00	40,000.00	-15,260.00	61.9%
4303 · Abbreviated Plat Fees	10,540.00	2,000.00	8,540.00	527.0%
4304 · Plat Re-Check Fee	0.00	0.00	0.00	0.0%
4305 · Admin Fee- Early Plat Recording	21,371.23	300,000.00	-278,628.77	7.1%
Total 4300 · PLAT FEES	127,691.23	417,000.00	-289,308.77	30.6%

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

	Oct '20 - Jun 21	Budget	\$ Over Budget	% of Budget
4400 · ENGINEERING FEES				
4401 · Infrastructure Plan Review Fee	50,915.94	150,000.00	-99,084.06	33.9%
4402 · Recheck Fee	0.00	0.00	0.00	0.0%
4403 · Civil Site Plan Review Fee	127,119.60	300,000.00	-172,880.40	42.4%
4404 · Other	0.00	0.00	0.00	0.0%
Total 4400 · ENGINEERING FEES	178,035.54	450,000.00	-271,964.46	39.6%
4500 · ZONING FEES				
4501 · Rezoning Fees	0.00	3,000.00	-3,000.00	0.0%
4502 · Misc Zoning Fees	0.00	0.00	0.00	0.0%
4503 · Specific Use Permit	0.00	2,000.00	-2,000.00	0.0%
Total 4500 · ZONING FEES	0.00	5,000.00	-5,000.00	0.0%
4600 · FRANCHISE				
4601 · Franchise Tax - Electric	94,155.20	110,000.00	-15,844.80	85.6%
4602 · Franchise Tax - Gas	0.00	20,000.00	-20,000.00	0.0%
4603 · Telecommunications Fee-Sales Tax	30,677.57	10,000.00	20,677.57	306.8%
4600 · FRANCHISE - Other	0.00	0.00	0.00	0.0%
Total 4600 · FRANCHISE	124,832.77	140,000.00	-15,167.23	89.2%
4700 · CITATIONS				
4701 · Citations / Warrants	300,416.53	200,000.00	100,416.53	150.2%
4702 · Delinquent Court Collection	0.00	5,000.00	-5,000.00	0.0%
4703 · Court Security Fee	5,726.34	2,000.00	3,726.34	286.3%
4704 · Court Technology Fee	5,306.83	2,500.00	2,806.83	212.3%
4700 · CITATIONS - Other	241.00			
Total 4700 · CITATIONS	311,690.70	209,500.00	102,190.70	148.8%
4800 · SPECIAL FUNDS				
4803 · Miscellaneous Grants	106,810.10	0.00	106,810.10	100.0%
4804 · Retainer Fees	39,179.99			
4805 · Park Reserves	0.00	35,000.00	-35,000.00	0.0%
Total 4800 · SPECIAL FUNDS	145,990.09	35,000.00	110,990.09	417.1%
4900 · INVESTMENT INCOME				
4910 · Interest Income	38.15	1,000.00	-961.85	3.8%
Total 4900 · INVESTMENT INCOME	38.15	1,000.00	-961.85	3.8%
Total Income	5,869,737.53	4,762,665.53	1,107,072.00	123.2%
Gross Profit	5,869,737.53	4,762,665.53	1,107,072.00	123.2%
Expense				
MUD 31 Expense	1,000,617.98			
UNKNOWN EXPENSE				
1105110 · Payroll Expenses	601.96	0.00	601.96	100.0%
Total UNKNOWN EXPENSE	601.96	0.00	601.96	100.0%

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

	Oct '20 - Jun 21	Budget	\$ Over Budget	% of Budget
10 - ADMINISTRATION				
10-5111 - Payroll - City Secretary	42,087.52	62,831.00	-20,743.48	67.0%
10-5112 - Payroll - Clerk	0.00	17,680.00	-17,680.00	0.0%
10-5113 - Payroll-City Manager	66,787.71	100,000.00	-33,212.29	66.8%
10-5114 - Merit pool (For all employees)	0.00	0.00	0.00	0.0%
10-5115 - Payroll Clerk - Overtime	0.00	0.00	0.00	0.0%
10-5120 - Payroll Taxes	3,272.08	13,248.88	-9,976.80	24.7%
10-5127 - TMRS	4,996.54	18,202.06	-13,205.52	27.5%
10-5130 - Texas Workforce Commission	144.00	486.00	-342.00	29.6%
10-5132 - Insurance - Health	72.00	11,660.00	-11,588.00	0.6%
10-5200 - Professional Services	700.00	0.00	700.00	100.0%
10-5210 - Legal Delinquent Citations	0.00	0.00	0.00	0.0%
10-5211 - Legal	81,397.01	100,000.00	-18,602.99	81.4%
10-5212 - Audit	30,200.00	22,000.00	8,200.00	137.3%
10-5213 - Tax Appraisal & Collection	40.00	0.00	40.00	100.0%
10-5214 - Legislative & Admin Action	0.00	5,000.00	-5,000.00	0.0%
10-5219 - Management Professional Service	5,816.50	10,000.00	-4,183.50	58.2%
10-5220 - Website - Professional				
Website Domain	434.99	400.00	34.99	108.7%
10-5220 - Website - Professional - Other	2,500.00	5,500.00	-3,000.00	45.5%
Total 10-5220 - Website - Professional	2,934.99	5,900.00	-2,965.01	49.7%
10-5225 - Equipment Maintenance	277.00			
10-5227 - Hosting BCCA Meeting	0.00	0.00	0.00	0.0%
10-5228 - Property Taxes Collection Fee	0.00	7,000.00	-7,000.00	0.0%
10-5229 - BCAD Fee	15,058.33	6,000.00	9,058.33	251.0%
10-5240 - Building Maintenance				
Prof Cleaning Services	8,550.00			
10-5240 - Building Maintenance - Other	8,663.67	50,000.00	-41,336.33	17.3%
Total 10-5240 - Building Maintenance	17,213.67	50,000.00	-32,786.33	34.4%
10-5245 - Technology	8,819.64	16,000.00	-7,180.36	55.1%
10-5246 - Software Maintenance / License	11,052.63	7,500.00	3,552.63	147.4%
10-5250 - Utilities	3,924.48	9,000.00	-5,075.52	43.6%
10-5260 - Equipment Rentals	2,409.41	3,000.00	-590.59	80.3%
10-5320 - Supplies / Printing	5,089.97	12,000.00	-6,910.03	42.4%
10-5321 - Postage	171.90	750.00	-578.10	22.9%
10-5322 - Advertising & Legal Notices	5,186.50	5,000.00	186.50	103.7%
10-5323 - Telephone Expense	11,598.51	10,000.00	1,598.51	116.0%
10-5325 - Miscellaneous	5,721.39	0.00	5,721.39	100.0%
10-5326 - Well Permit Fee	0.00	30.00	-30.00	0.0%
10-5411 - Travel & Training	1,831.03	2,400.00	-568.97	76.3%
10-5412 - Seminars/BCCA	100.00	1,200.00	-1,100.00	8.3%
10-5439 - Election Costs	5,564.20	8,000.00	-2,435.80	69.6%
10-5481 - Mayor's Special Expense	46.25	1,500.00	-1,453.75	3.1%
10-5495 - Dues	799.00	2,000.00	-1,201.00	40.0%
10-5630 - Equipment	2,122.10	500.00	1,622.10	424.4%
10-5710 - Insurance - Windstorm	8,492.50	7,500.00	992.50	113.2%
10-5720 - Insurance - Liability/Prop/ WC	18,235.25	20,000.00	-1,764.75	91.2%
10-5721 - Bank Fees	0.00	100.00	-100.00	0.0%
10-5722 - credit card fees	1,414.87	4,000.00	-2,585.13	35.4%
10-5723 - Certificate Pay	0.00	0.00	0.00	0.0%
10-5724 - Longevity PAY	180.00	240.00	-60.00	75.0%
10-5725 - Grant Admin	0.00	15,000.00	-15,000.00	0.0%

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

	Oct '20 - Jun 21	Budget	\$ Over Budget	% of Budget
10-5730 · Building Renovations	0.00	0.00	0.00	0.0%
5113 · Payroll - Office Manager	0.00	0.00	0.00	0.0%
Total 10 · ADMINISTRATION	363,756.98	555,727.94	-191,970.96	65.5%
15 · FINANCE				
15-5112 · Payroll - Senior Accountant	52,645.89	70,004.00	-17,358.11	75.2%
15-5127 · TMRS	6,255.82	7,357.42	-1,101.60	85.0%
15-5128 · FICA	3,841.99	5,355.31	-1,513.32	71.7%
15-5129 · TWC	144.00	162.00	-18.00	88.9%
15-5130 · WC	0.00	3,052.00	-3,052.00	0.0%
15-5132 · Health Insurance	2,574.94	5,830.00	-3,255.06	44.2%
15-5320 · Supplies/Printing	342.69	2,000.00	-1,657.31	17.1%
15-5321 · Postage	93.15	200.00	-106.85	46.6%
15-5410 · Technology	782.39	8,000.00	-7,217.61	9.8%
15-5411 · Training & Travel	275.00	5,000.00	-4,725.00	5.5%
15-5495 · Dues	0.00	2,500.00	-2,500.00	0.0%
15-5630 · Equipment	0.00	0.00	0.00	0.0%
15-5723 · Certificate Pay	0.00	0.00	0.00	0.0%
15-5724 · Longevity Pay	0.00	0.00	0.00	0.0%
Total 15 · FINANCE	66,955.87	109,460.73	-42,504.86	61.2%
20 · POLICE DEPARTMENT				
20-5112 · Payroll - Police Chief	75,440.98	99,495.00	-24,054.02	75.8%
20-5113 · Payroll - Full Time Officer	308,777.21	490,614.50	-181,837.29	62.9%
20-5114 · Telecommunications Operator	0.00	17,680.00	-17,680.00	0.0%
20-5115 · Humane/Code Enf. Officer	30,174.20	41,600.00	-11,425.80	72.5%
20-5125 · Payroll - Overtime	11,471.45	10,000.00	1,471.45	114.7%
20-5126 · Professional Services	6,075.00	7,000.00	-925.00	86.8%
20-5127 · TMRS	52,904.27	73,810.63	-20,906.36	71.7%
20-5128 · FICA	30,970.18	53,725.15	-22,754.97	57.6%
20-5129 · TWC	1,871.98	2,106.00	-234.02	88.9%
20-5130 · WC	0.00	28,313.38	-28,313.38	0.0%
20-5131 · Certification Pay	10,153.80	42,100.00	-31,946.20	24.1%
20-5132 · Health Insurance	30,362.20	69,960.00	-39,597.80	43.4%
20-5320 · Supplies & Printing	1,934.17	3,500.00	-1,565.83	55.3%
20-5321 · Postage	102.10	100.00	2.10	102.1%
20-5322 · Recruiting and Hiring Expenses	1,076.96	1,500.00	-423.04	71.8%
20-5324 · Cell Phone	4,247.32	7,000.00	-2,752.68	60.7%
20-5325 · Miscellaneous	1,711.99	4,900.00	-3,188.01	34.9%
20-5326 · Uniforms	4,661.12	7,500.00	-2,838.88	62.1%
20-5327 · Charitable	0.00	0.00	0.00	0.0%
20-5410 · Technology	10,139.54	18,000.00	-7,860.46	56.3%
20-5411 · Travel & Training	-3,160.41	5,000.00	-8,160.41	-63.2%
20-5412 · Radio Service	3,618.00	3,300.00	318.00	109.6%
20-5413 · Radio Equipment	1,314.03	2,000.00	-685.97	65.7%
20-5415 · Building Maintenance	1,780.98	2,600.00	-819.02	68.5%
20-5450 · Vehicle Equipment	-869.00	5,000.00	-5,869.00	-17.4%
20-5495 · Association Dues	838.88	1,000.00	-161.12	83.9%
20-5496 · Dues - TCLDS	0.00	0.00	0.00	0.0%
20-5497 · Animal Control	3,112.50	2,000.00	1,112.50	155.6%
20-5498 · Hospital Expense - Suspects	0.00	1,000.00	-1,000.00	0.0%
20-5499 · Investigations	1,106.09	2,900.00	-1,793.91	38.1%
20-5724 · Longevity Pay	300.00	300.00	0.00	100.0%
20-5810 · Vehicle Insurance	6,340.00	5,000.00	1,340.00	126.8%

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

	Oct '20 - Jun 21	Budget	\$ Over Budget	% of Budget
20-5820 · Vehicle Repairs & Maint	7,007.39	13,000.00	-5,992.61	53.9%
20-5830 · Fuel	18,776.39	30,000.00	-11,223.61	62.6%
20-5840 · Equipment	6,614.12	10,000.00	-3,385.88	66.1%
20-5850 · Vehicle Replacement Fund	0.00	47,200.00	-47,200.00	0.0%
20-8000 · Emergency Management	2,855.78			
Total 20 · POLICE DEPARTMENT	631,709.22	1,109,204.66	-477,495.44	57.0%
25 · MUNICIPAL COURT				
25-5112 · Payroll- Municipal Court Clerk	33,856.84	45,001.00	-11,144.16	75.2%
25-5125 · Payroll - Clerk Overtime	2,500.09	2,500.00	0.09	100.0%
25-5127 · TMRS	4,853.45	5,118.48	-265.03	94.8%
25-5128 · FICA	2,725.62	3,725.63	-1,000.01	73.2%
25-5129 · TWC	154.32	162.00	-7.68	95.3%
25-5130 · WC	0.00	1,962.04	-1,962.04	0.0%
25-5131 · Certification Pay	923.00	1,200.00	-277.00	76.9%
25-5132 · Health Insurance	2,575.47	5,830.00	-3,254.53	44.2%
25-5210 · Legal Delinquent Citations	0.00	5,000.00	-5,000.00	0.0%
25-5216 · Judge Court Fees	12,425.00	25,000.00	-12,575.00	49.7%
25-5217 · Prosecutor Fees	42,525.00	35,500.00	7,025.00	119.8%
25-5218 · Interpreter	464.99	1,500.00	-1,035.01	31.0%
25-5219 · Professional Services - Muni Co	16,287.50	10,000.00	6,287.50	162.9%
25-5222 · Court Security Exp.	558.61	0.00	558.61	100.0%
25-5223 · Court Technology Exp.	1,396.42	0.00	1,396.42	100.0%
25-5315 · Payroll - Clerk	2,548.02	0.00	2,548.02	100.0%
25-5321 · Postage	62.80	500.00	-437.20	12.6%
25-5411 · Travel & Training	255.00	1,000.00	-745.00	25.5%
25-5414 · Jury Trial Expense	0.00	1,500.00	-1,500.00	0.0%
25-5415 · State Criminal Cost & Fees	124,079.73	80,000.00	44,079.73	155.1%
25-5500 · Supplies & Equipment	1,089.94	4,200.00	-3,110.06	26.0%
25-5730 · Contract Services	6,261.00	4,735.12	1,525.88	132.2%
Total 25 · MUNICIPAL COURT	255,542.80	234,434.27	21,108.53	109.0%
30 · PUBLIC WORKS DEPARTMENT				
30-5115 · Payroll - Public Works	40,387.10	55,000.00	-14,612.90	73.4%
30-5125 · Payroll - Public Works Overtime	2,879.99	2,000.00	879.99	144.0%
30-5127 · TMRS	5,417.08	5,990.70	-573.62	90.4%
30-5128 · FICA	2,983.86	4,600.00	-1,616.14	64.9%
30-5129 · TWC	144.00	162.00	-18.00	88.9%
30-5130 · WC	0.00	2,400.00	-2,400.00	0.0%
30-5131 · Certification Pay	0.00	0.00	0.00	0.0%
30-5132 · Health Insurance	4,043.50	5,830.00	-1,786.50	69.4%
30-5320 · Supplies	3,023.18	7,440.00	-4,416.82	40.6%
30-5326 · Uniforms	10.81			
30-5451 · Roads./ Bridges/ Drainage	8,939.59	325,000.00	-316,060.41	2.8%
30-5452 · Mowing Roads	42,400.00	60,000.00	-17,600.00	70.7%
30-5454 · Bridge Replacement	0.00	30,000.00	-30,000.00	0.0%
30-5455 · Signs & Postings	5,007.75	8,000.00	-2,992.25	62.6%
30-5456 · Public Works Maintenance	11,275.84	25,000.00	-13,724.16	45.1%
30-5461 · Park Improvements	0.00	35,000.00	-35,000.00	0.0%
30-5462 · Park Maintenance	44,711.55	70,000.00	-25,288.45	63.9%
30-5810 · Vehicle Insurance	553.50			
30-5820 · Vehicle Repairs & Maint	1,966.71	6,800.00	-4,833.29	28.9%
30-5830 · Fuel	2,339.19	5,000.00	-2,660.81	46.8%
30-5840 · Equipment	17,324.27	24,000.00	-6,675.73	72.2%

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

	Oct '20 - Jun 21	Budget	\$ Over Budget	% of Budget
30-5850 · Vehicle Replacement Fund	0.00	3,500.00	-3,500.00	0.0%
30-5860 · ROW Maintenance	0.00	5,000.00	-5,000.00	0.0%
Total 30 · PUBLIC WORKS DEPARTMENT	193,407.92	680,722.70	-487,314.78	28.4%
35 · COMMUNITY DEVELOPMENT				
35-5111 · Payroll-Building Official	51,947.97	80,000.00	-28,052.03	64.9%
35-5112 · Payroll-Permits Clerk	29,260.00	40,040.00	-10,780.00	73.1%
35-5125 · Payroll-Clerk Overtime	826.45	1,500.00	-673.55	55.1%
35-5127 · TMRS	9,780.14	12,773.85	-2,993.71	76.6%
35-5128 · FICA	5,894.38	9,297.81	-3,403.43	63.4%
35-5129 · TWC	432.00	324.00	108.00	133.3%
35-5130 · WC	0.00	5,234.05	-5,234.05	0.0%
35-5131 · Certification Pay	0.00	480.00	-480.00	0.0%
35-5132 · Health Insurance	8,284.56	8,745.00	-460.44	94.7%
35-5212 · Early Platting Escrow Exp. INV	31,343.99	0.00	31,343.99	100.0%
35-5214 · Engineering Services				
35-5216 · Platting	92,181.14	150,000.00	-57,818.86	61.5%
35-5217 · Plan Review	40,669.62	100,000.00	-59,330.38	40.7%
35-5218 · Permits/Inspections	116,261.79	195,000.00	-78,738.21	59.6%
35-5214 · Engineering Services - Other	50,065.40	80,000.00	-29,934.60	62.6%
Total 35-5214 · Engineering Services	299,177.95	525,000.00	-225,822.05	57.0%
35-5215 · Building Inspector Fees	623,601.00	295,500.00	328,101.00	211.0%
35-5219 · Professional Services - Plannin	26,018.96	85,000.00	-58,981.04	30.6%
35-5220 · TIF Fund (70% of TIF revenue t	711,539.25	0.00	711,539.25	100.0%
35-5221 · ICVFD Contract Services/Equip	0.00	6,000.00	-6,000.00	0.0%
35-5246 · Software Subscription/License	3,502.28			
35-5320 · Supplies	2,106.75			
35-5326 · Uniforms	4,055.87			
35-5410 · Technology	1,171.37			
35-5455 · Signage & Postings	322.50	4,000.00	-3,677.50	8.1%
35-5722 · Credit Card Fees	10,642.28	10,000.00	642.28	106.4%
35-5724 · Longevity Pay	120.00	240.00	-120.00	50.0%
35-5820 · Vehicle Repairs & Maint	3,580.39			
35-5830 · Fuel	750.05			
35-5840 · Equipment	8,937.28			
35-5850 · Vehicle Replacement Fund	0.00	3,500.00	-3,500.00	0.0%
Total 35 · COMMUNITY DEVELOPMENT	1,833,295.42	1,087,634.71	745,660.71	168.6%
90 · CAPITAL AND PLANNING PROJECTS				
City Hall Remodel	2,300.00			
Parking and Storage Lot	0.00	0.00	0.00	0.0%
Public Safety Building Reserve	0.00	500,000.00	-500,000.00	0.0%
Purchase of Prop. Next to CH	5,212.31	0.00	5,212.31	100.0%
990 · Contingency	0.00	35,000.00	-35,000.00	0.0%
991 · PD - Vehicle	15,000.00	35,000.00	-20,000.00	42.9%
992 · PW Loader/Backhoe/Brush Truck	0.00	20,000.00	-20,000.00	0.0%
993 · Planning Projects	44,975.00	200,000.00	-155,025.00	22.5%
994 · Public Works Vehicle	0.00	0.00	0.00	0.0%
90 · CAPITAL AND PLANNING PROJECTS - Other	0.00	175,000.00	-175,000.00	0.0%
Total 90 · CAPITAL AND PLANNING PROJECTS	67,487.31	965,000.00	-897,512.69	7.0%

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Accrual Basis

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

	Oct '20 - Jun 21	Budget	\$ Over Budget	% of Budget
95 · BOND				
95-6100 · Interest Expense	18,276.98			
Total 95 · BOND	18,276.98			
Total Expense	4,431,652.44	4,742,185.01	-310,532.57	93.5%
Net Income	1,438,085.09	20,480.52	1,417,604.57	7,021.7%

Copy

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

Parks		
1	Park	fix the water fountain
2	Park	MLK Day
3	Park	soccer goals
4	Park	Soccer goals
5	Park	rake baseball fields 1
6	Park	rake baseball fields 2
7	Park	rake baseball field 3
8	Park	rake baseball field 4
9	Park	Grass Cut
10	Park	Treat Ants
Miscellaneous Works		
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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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C. MOWING/TREE TRIMMING		
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D. STREET REPAIRS		
1	Iowa Colony blvd.	Ice over roads
2	Meridiana pkwy@ Iowa Colony blvd.	Ice over roads
3	Meridiana pkwy @288	Ice over roads
4	Pursely Dr	Ice over roads
5	Bullard Dr.@ Iowa Colony blvd.	Ice over roads
6	48	Ice over roads
7		
8		
9		
E. POWER LINES MAINTENANCE		
1		
Ditch Drainage issue		
1	9542 Ruth Rd.	Remove Culvert
2	9542 Ruth Rd.	New Culverts
3	9542 Ruth Rd. to 9532Ruth Rd.	Grade Ditch
4	6540 Ruth Rd.	remove Culvert
5	6540 Ruth Rd.	Replace Culvert
6	6540 Ruth Rd.	Remove Culvert

7	6540 Ruth Rd.	Replace Culvert
8	9535 Ruth Rd. to 9445 Ruth.Rd	Grade Ditch
9	9235 Ruth rd. to 9411 Ruth Rd.	Grade Ditch
10	8707Cactus In	Remove Culvert
11	8707 Cactus In.	Replace Culvert
12	3819 Cactus In.	Grade Ditch
13		
Parks		
1	Park	rake baseball fields 1
2	Park	rake baseball fields 2
3	Park	rake baseball field 3
4	Park	rake baseball field 4
5	Park	Grass cut
6	Park	Treat for Ant
7	Park	new Mutch
8	Baseball Field	Grass cut
9	Park	fix water line
10	Park	broken toilet
Miscellaneous Works		
1	City Hall	Temp. tester
2	City Hall	Landscaping
3	City HALL	weather Pre
4	City Hall	Well not working
5	City Hall	Pipes burst fix
6	City Hall	Covered the pipes
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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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C.	MOWING/TREE TRIMMING	
1	Park	mowing
2	City Hall	mowing
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14		
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D.	STREET REPAIRS	
1	Wanda Way	Pot Hole
2	CR 382	Washout
3	Karsten	Added Gates
4	Karsten	Added Locks
5	Karsten	Make Keys
6	48 @hwy6	Pot Hole
7	48@hwy6	Pot Hole
8		
9		
E.	POWER LINES MAINTENANCE	
1		
	Ditch Drainage issue	
1	Bubuque	Grade Ditch
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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
A	SIGNAGE	
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
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B.	DEBRIS REMOVAL	
1	CR 79	Pick up tree off the road
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C. MOWING/TREE TRIMMING		
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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14		
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D. STREET REPAIRS		
1	Cr 57 @288 south	Pot hole
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E. POWER LINES MAINTENANCE		
1		
Ditch Drainage issue		
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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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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C. MOWING/TREE TRIMMING		
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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D. STREET REPAIRS		
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
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E. POWER LINES MAINTENANCE		
1		
Ditch Drainage issue		
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
A	SIGNAGE
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	discovery@ meridana
10	CR 62
11	CR 62
12	2346 CR 62
13	Pursley@ CR 63
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B.	DEBRIS REMOVAL
1	CR 56(Meridaiana Pkwy) @ 288 south
2	
3	
4	
5	
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14	
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16	
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19	
C.	MOWING/TREE TRIMMING
1	City Hall
2	Iowa Colony
3	Iowa Colony
4	
5	
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12	
13	
14	
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16	
D.	STREET REPAIRS
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	
8	
9	
E.	POWER LINES MAINTENANCE
1	
	Ditch Drainage issue
1	8200 FCR 79
2	CR 62 @288
3	Davenport rd

4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
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	
14	
15	
16	
Miscellaneous Works	
1	City Hall

[illegible]

[illegible]

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	

[illegible]

Copy

NO.	LOCATION	DESCRIPTION
A	SIGNAGE	

1
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4
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16		
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18		
19		
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26		
27		
28		
29		
30		
31		

B.	DEBRIS REMOVAL	
1	Cedar Rapids dr	Trash pick up
2	Davenport dr	Trash pick up
3	Cedar Rapids dr	Trash pick up
4		
5		
6		
7		
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9		
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18		
19		

C. MOWING/TREE TRIMMING

1	City Hall	Cut grass
2	9111 Eckert Ln	Cut grass
3	City OF Iowa Colony	Grass cut
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		

D. STREET REPAIRS

- 1 Karsten Gates
- 2
- 3
- 4
- 5
- 6

7		
8		
9		

E. POWER LINES MAINTENANCE

1		

Ditch Drainage issue

1	CR 79	survey the ditches
2	cedar rapids blvd	survey the ditches
3	CR 380	survey the ditches
4	Cactus Ln	survey the ditches
5	CR 80	survey the ditches

7
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9
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11
12
13
14

Parks		
1	Parks	Trash pick up
2	Parks	Grass Cut

3
4
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6
7
8
9
10
11
12

13		
14		
15		
16		
Miscellaneous Works		

1
2

3		
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16		

DATE COMPLETED

[illegible]

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7/15/2021
7/15/2021

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City of Iowa Colony, Texas
Quarterly Investment Report

Investment <u>Description</u>	<u>Maturity Date</u>	4/01/2021		6/30/2021		Accrued
		<u>Yield</u> <u>(Interest</u> <u>Rate)</u>	<u>Beginning</u> <u>Market Value</u>	<u>Changes</u>	<u>Ending Market</u> <u>Value</u>	<u>Interest</u> <u>Earnings</u>
Texstar	Liquid		108,299	2.84	108,302	3
Veritex Community C/D	9/12/2020	1.70%	99,724	62.84	99,787	63
Veritex Community C/D	4/30/2020	1.70%	161,183	99.36	161,282	99
First State Bank -Manvel C/0	10/28/2020	1.25%	151,037	1,510.37	152,547	1,510
Texas Advantage C/0	2/22/2020	0.55%	6,262	3.82	6,265	4

This report is prepared accordance with and complies with the City Investment Policy and the Texas Public Investment Act

Interim City Manager - Investment Officer

Senior Accountant

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, APPROVING
AN AMENDMENT TO THE **PLAN OF DEVELOPMENT FOR THE
STERLING LAKES AND SIERRA VISTA DEVELOPMENT
AGREEMENTS**; WITH RELATED PROVISIONS.

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

1. The term "Development Agreement" has the same meaning as in the Amendment of Development Agreements for Sterling Lakes and Sierra Vista, which is attached hereto and incorporated herein in full.
2. All requirements of all applicable law have been satisfied concerning the passage of this resolution and the amendment of the Development Agreement.
3. The City hereby approves the attached Amendment to Development Agreement for Sterling Lakes and Sierra Vista. The Mayor and City Secretary are authorized and directed to execute that Amendment.
4. If any part of this resolution, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this resolution shall remain in full force and effect.
5. This resolution shall be effective upon its passage and approval.

PASSED AND APPROVED on **MAY 17, 2021**.

CITY OF IOWA COLONY, TEXAS

By: _____
MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

**AMENDMENT TO DEVELOPMENT AGREEMENTS FOR
STERLING LAKES AND SIERRA VISTA**

I. PARTIES

This **AMENDMENT TO DEVELOPMENT AGREEMENTS FOR STERLING LAKES AND SIERRA VISTA** (this “Amendment”), is agreed by the following parties:

CITY OF IOWA COLONY, TEXAS, a municipal corporation and general law city of the State of Texas (the “City”);

STERLING LAKES IOWA ASSOCIATES, a Texas joint venture (“SLIA”);

IOWA COLONY STERLING LAKES, LTD., a Texas limited partnership (“ICSL”);

LAND TEJAS STERLING LAKES SOUTH, L.L.C., a Texas limited liability company (“LTSLS”) (LTSLS, SLIA, and ICSL are collectively called the “Developer” herein)

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31, a conservation and reclamation district (the “District”); and

MCALISTER OPPORTUNITY FUND 2012, L.P., a Delaware limited partnership (“McAlister”).

II. EXISTING AGREEMENTS. DEFINITIONS

Unless otherwise specified, the terms “Agreement,” “Agreements,” “Development Agreement,” or “Development Agreements” herein shall mean all Agreements described herein, all prior amendments to any of them, and this amendment.

This document amends two Development Agreements: the Sterling Lakes Development Agreement; and the Sierra Vista Development Agreement; as described below.

A. STERLING LAKES DEVELOPMENT AGREEMENT

The term “Sterling Lakes Development Agreement” herein means all of the following agreements and this further amendment:

1. The City and Land Tejas Companies entered into that certain Development Agreement dated November 12, 2003, (the “Initial Agreement”), relating to the development of a tract of land described more fully therein. The Initial Agreement additionally provided for the creation, operation and annexation of the District, and the District ratified and approved the terms of the initial Agreement after its creation.

2. Subsequently, SLIA and ICSL succeeded Land Tejas Companies in interest in the land. Then the City, SLIA, ICSL, the District, and Land Tejas Companies, entered into that

certain First Amendment to Development Agreement effective June 17, 2013, to provide for an amended Plan of Development and certain other terms.

3. The City, SLIA, ICSL, and the District then entered into the Second Amendment to Development Agreement effective September 15, 2014.

4. The parties wish to further amend the Sterling Lakes Development Agreement as herein stated.

B. SIERRA VISTA DEVELOPMENT AGREEMENT

The term "Sierra Vista Development Agreement" herein means all of the following agreements and this further amendment:

1. The City, LTSLS, and McAlister entered into that certain Development Agreement effective February 15, 2016, (the "Agreement"), for the development of the property therein described and including a Plan of Development for Sterling Lakes and Sierra Vista.

2. The parties to the Sierra Vista Development Agreement amended it effective February 15, 2021.

3. Now the parties wish to further amend the Sierra Vista Development Agreement as herein stated.

III. AMENDMENT TO AGREEMENTS

1. Exhibit B attached hereto is hereby substituted in its entirety for the Plan of Development in the prior versions of the Agreements.

2. Except as specifically amended hereby, the Agreements remain in full force and effect in accordance with their terms.

EXECUTED AND APPROVED to be effective as of **MAY 17, 2021**.

CITY OF IOWA COLONY

By: _____
Michael Byrum-Bratsen, Mayor

ATTEST:

Kayleen Rosser, City Secretary

STERLING LAKES IOWA ASSOCIATES,
a Texas joint venture

By: Iowa Colony Sterling Lakes 274, Ltd.,
a Texas limited partnership,
Managing Joint Venturer

By: Land Tejas Companies, Ltd.,
a Texas limited partnership,
General Partner

By: Land Tejas Corporation,
a Texas corporation,
General Partner

By: _____
Al P. Brende,
Vice President

and

By: _____
Courtney P. Grover,
Vice President

Copy

IOWA COLONY STERLING LAKES, LTD.,
a Texas limited partnership

By: LAND TEJAS COMPANIES, LTD.,
a Texas limited partnership,
its managing general partner

By: LAND TEJAS CORPORATION,
a Texas corporation,
its general partner

By: _____
Al P. Brende,
Vice President

and

By: _____
Courtney P. Grover,
Vice President

Copy

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 31**

By: _____
President

ATTEST:

Secretary

Copy

**LAND TEJAS STERLING LAKES
SOUTH, L.L.C.,**
a Texas limited liability company

By: L.T. Management, Inc., a Nevada
Corporation, as its Manager

By: _____
Al P. Brende, President

Copy

**MCALISTER OPPORTUNITY FUND
2012, L.P.,**

a Delaware limited partnership

By: MOF 2012 GP, LLC
a Delaware limited liability
company,
as its General Partner

By:

Signature

Name:

Title:

Copy

ATTACHMENT:

AMENDED PLAN OF DEVELOPMENT FOR

STERLING LAKES

AND

SIERRA VISTA

Copy

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS,
CONCERNING AUTHORIZATION TO SIGN ON BANK ACCOUNTS AT
FIRST STATE BANK OF MANVEL.**

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

1. Mayor Michael Byrum-Bratsen, Mayor Pro Tem Chad Wilsey, and City Manager Robert Hemminger are hereby authorized to sign on all accounts of the City of Iowa Colony at First State Bank of Manvel.
2. This resolution does not change the number of signatures required for the withdrawal or transfer of funds from any account.
3. City Secretary Kayleen Rosser and City Accountant Sandra Castro are hereby authorized to obtain information from First State Bank of Manvel about a City account, but not to move or withdraw funds from such account.
4. The persons named herein are hereby authorized to sign a bank's standard form resolution to implement the authority granted by this resolution.

READ, PASSED AND ADOPTED ON JULY 19, 2021.

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

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS

Lot Count and Contributing Open Space

STERLING LAKES				Area Type # 1			Area Type # 2				
							Area Type # 2				
Section	Section AC.	# of Lots	Lot Width	45	50	55	60	65	70	100	Open Space (AC.)
1	15.30	62	60				62				1.80
2	28.50	146	45	146							0.97
3	11.40	56	50		56						1.81
4	39.00	153	55			153					0.51
5	11.10	40	60				40				1.78
6	8.20	23	60				23				0.75
7	18.60	59	70						59		2.31
8	4.10	17	60				17				0.14
9	26.00	117	50		117						0.69
10	19.70	75	60				75				0.60
11	31.80	100	55			100					3.79
12	32.70	175	45	175							1.63
13	28.60	157	45	157							6.12
19	9.30	24	60				24				2.12
20	34.60	78	100							78	3.72
Rec. Site	6.37	0	N/A								6.37
C.O.S./Detention	23.34	0	N/A								23.34
TOTAL	348.61	1282		478	173	253	241	0	59	78	58.45

% Open Space/Sec. Ac.

16.77%

STERLING LAKES NORTH				Area Type # 1			Area Type # 2				Open Space (AC.)
Section	Section AC.	# of Lots	Lot Width	45	50	55	60	Lots Greater than 60			
1	13.98	38	60				38	65	70	100	0.22
2	24.5	96	60				91	5			0.37
3	41.55	114	60				114				1.87
4	11.07	42	45	42							1.65
5	1.77	39	60				39				1
6	12.19	55	45	55							1.37
7		83	60				83				1.18
		0	50								
9	36.3	100	45	100			0				0.23
10	30.1	58	45	58							0.6
11	17.2	68	45	68							1.9
12	50	183	50		183						1.6
Rec. Site											3
C.O.S./Detention											84.4
TOTAL	238.66	876		323	183	0	365	5	0	0	99.39

% Open Space/Sec. Ac.

41.65%

SIERRA VISTA				Area Type # 1			Area Type # 2				
									Lots Greater than 60		
Section	Section AC.	# of Lots	Lot Width	45	50	55	60	65	70	100	Open Space (AC.)
1	11.73	35	60				35				0.879
2	71.84	176	50/60		121		55				30.146
3	20.72	32	70				0		32		10.375
4	59.32	234	50		234					0	5.83
5	16.27	59	60				59				0.34
6	26.24	35	60				35				14.61
7	3.86	13	50		13						0.75
TOTAL	209.98	584		0	368	0	184	0	32	0	62.93

% Open Space/Sec. Ac.

29.97%

Area Type # 1			Area Type # 2		
				Lots Greater than 60	

ORDINANCE NO. 2002-8

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, ESTABLISHING THE PROHIBITION OF THE USE OF DETENTION PUMPS WITHIN THE CITY LIMITS OF IOWA COLONY, TEXAS; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$200.00 PER DAY; PROVIDING FOR SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, detention pump systems are used for the movement of stormwater in Drainage Districts and in cities in the area;

WHEREAS, there is the potential for failure of an individual or individuals to maintain the mechanical working condition of said pumps;

WHEREAS, the City desires to have no responsibility for the maintenance of such pumps in the event of failure of the individuals to maintain them;

WHEREAS, the City, from the date of this Ordinance forward, prohibits the use of detention pump systems in the City Limits of the City of Iowa Colony.

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

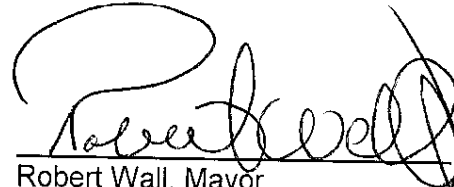
SECTION 1: The facts and matters set forth in the preamble of this Ordinance are found to be true and correct.

SECTION 2: Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and shall, upon conviction thereof, be fined in an amount not to exceed two hundred and no/100 dollars (\$200.00). Each day in which any violation shall occur or each occurrence of any violation shall constitute a separate offense.

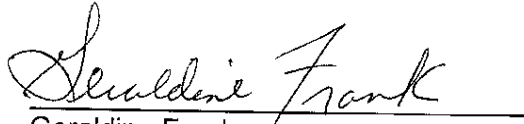
SECTION 3: In the event any clause, phrase, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Iowa Colony, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 4: This ordinance shall become effective and in full force on the date it is approved and adopted by the City Council of the City of Iowa Colony, Texas and signed by the Mayor and attested to by the City Secretary.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL ON THE 16 DAY OF December, 2002.


Robert Wall, Mayor

ATTEST:


Geraldine Frank
City Secretary

Copy



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CHAPTER 5
STORM WATER DRAINAGE DESIGN CRITERIA

CHAPTER 5 – STORM WATER DRAINAGE DESIGN

5.1 STORM WATER DRAINAGE DESIGN GENERAL

- 5.1.1 The following sections include criteria for the design of storm water drainage improvements for the City of Iowa Colony and its Extraterritorial Jurisdiction (ETJ). These Storm Water Drainage Design Requirements are based on the Brazoria County Drainage Criteria Manual, dated November 2003, which is incorporated herein by reference. Refer to the Drainage Criteria Manual for complete methodologies, descriptions, tables and charts.
- 5.1.2 Drainage approval by the City of Iowa Colony is required for all development within city limits and within its extraterritorial jurisdiction. All drainage facilities proposed within these limits are to adhere to these criteria.
- 5.1.3 Development within the City of Iowa Colony or its extraterritorial jurisdiction will also require the approval of the applicable Drainage District. Brazoria County Drainage District No. 5 is the Drainage District responsible for the majority of drainage district oversight within Iowa Colony. Brazoria Drainage District No. 4 is responsible for certain northwest portions of the City. Although the City of Iowa Colony is not actually located within the boundary of Brazoria County Conservation and Reclamation District No. 3, a portion of the outfall drainage from the City enters C&R No. 3 channels and, therefore, their criteria and standards are to be considered where applicable.
- 5.1.4 All outfall pipes, ditches, and structures that enter Drainage District Channels or Facilities shall be designed according to requirements of the applicable Drainage District. If there is a discrepancy in the drainage criteria requirements between the City and applicable Drainage District, the City Engineer shall determine which criteria to apply.
- 5.1.5 Development and drainage shall comply with all applicable City of Iowa Colony Ordinances, including, but not limited to, the Floodplain Ordinance (No. 2006-10) and the Culvert Ordinance (No. 2002-9).
- 5.1.6 The goal for these criteria is to provide protection in a 100-year storm event. This is accomplished with the application of various drainage enhancements such as storm sewers, roadside ditches, open channels, detention, and overland (sheet) runoff. The combined system is intended to prevent structural flooding from extreme events up to a 100-year storm. In order to protect existing properties, water levels, due to runoff, shall not be increased upstream or downstream of a development due to the improvement.
- A. Street Drainage: Street ponding of short duration in significant storms is anticipated and designed to contribute to the overall drainage capability of the system. Storm sewers and roadside ditch conduits are designed as a balance of capacity and economics. These conduits are designed to convey less intense, more frequent 5 year storms with the intent of allowing for traffic movement during these events. When rainfall events exceed the

capacity of storm sewer system, the additional runoff is intended to be stored or conveyed overland in a manner that reduces the threat of flooding to structures.

- B. Flood Control: The City of Iowa Colony is a participant in the National Flood Insurance Program. The intent of the flood insurance program is to make insurance available at low cost by providing for measures that reduce the likelihood of structural flooding.
- C. Relationship to the Permitting Process: Approval of storm drainage is a part of the review process for platting and permitting of the new development. All plans for plats and proposed new construction shall include drainage improvements in the plans submitted to the City Engineer.

5.2 DEFINITIONS

- 5.2.1 Conduit: Any open or closed device for conveying flowing water.
- 5.2.2 C&R No. 3: Brazoria County Conservation & Reclamation District No.3
- 5.2.3 Drainage Area Map: Area map of watershed which is subdivided to show each area served by each subsystem.
- 5.2.4 DD No. 4: Brazoria Drainage District No. 4.
- 5.2.5 DD No. 5: Brazoria County Drainage District No. 5.
- 5.2.6 FEMA: Federal Emergency Management Agency.
- 5.2.7 Hydraulic Grade Line: A line representing the pressure head available at any given point within the drainage system.
- 5.2.8 In-Fill Development: Development of open tracts of land in areas where the storm drainage infrastructure is already in place and takes advantage of the existing infrastructure as a drainage outlet.
- 5.2.9 Public Storm Sewers: Defined as sewers and appurtenances that provide drainage for a public right-of-way, or more than one private tract, and are located in public right-of-way or easement and officially accepted by the City for maintenance. Private storm sewer connections public storm sewers shall occur at a manhole or at the back of an inlet, as approved by the City. All private storm sewers shall be constructed in conformance with these standards.
- 5.2.10 Rational Formula: A method for calculating the peak runoff for a storm drainsystem.
- 5.2.11 Redevelopment: A change in land use that alters the impervious cover from one type of development of either the same type or another type, and takes advantage of the existing infrastructure in place as drainage outlet.

- 5.2.12 Sheet Flow: Overland storm runoff that is not conveyed in a defined conduit, and is typically in excess of the capacity of the conduit.

5.3 DESIGN REQUIREMENTS

- 5.3.1 Storm Sewer Easements – the following minimum easements are required when facilities are not located within public street rights-of-way:
- A. When not adjacent to public street rights-of-way, the minimum width shall be twenty feet (20') with the storm sewer centered in an exclusive easement.
 - B. For storm sewers greater than eight feet (8') and less than or equal to twelve feet (12') in diameter or width, the minimum width of an exclusive easement shall be twenty-five feet (25').
 - C. For storm sewer greater than twelve feet (12') in diameter or width, the minimum width of an exclusive easement shall be determined by the City Engineer.
 - D. For storm sewers whose depth to flow line is greater than fifteen feet (15'), add five feet (5') to the minimum easement widths specified in Sections 2.3.6.A and 2.3.6.B.
 - E. For all easements specified in Section 2.3.6, a minimum distance of five feet (5') must be maintained from the easement line to the outside edge of the storm sewer.
 - F. Where approvals are granted for a special use or combination easement located along side lot or back lot, the minimum width shall be twenty-five feet (25'). The easement width shall meet or exceed all other easement requirements.
 - G. For specifically approved storm sewers located in an exclusive easement adjacent to public rights-of-way, the minimum easement width shall be ten feet (10'). The easement width shall meet or exceed all other easement requirements.
- 5.3.2 All projects shall be tied to National Geodetic Survey (NGS) Datum Adjustment which matches the Federal Emergency Management Agency (FEMA) rate maps or the most current NGVD which matches the FEMA rate maps. At least two references to bench marks relating to the FEMA rate maps must be identified. Equations may be used to translate other datum adjustments to the required adjustment.
- 5.3.3 Plan sets will include a drainage area map which shall contain all storm sewer drainage calculations.
- 5.3.4 All drainage systems for curb and gutter pavements shall be underground closed conduits; individual residential lot drainage is exempt. Drainage systems for pavements without curb and

gutter shall be roadside open-ditch sections.

5.3.5 Plan sets shall include the 5 year Hydraulic Grade Line for storm sewers and roadside ditches on the plan and profile sheets.

5.3.6 The quantity of storm water runoff (peak discharge) shall be determined for each inlet, pipe, roadside ditch, channel, bridge, culvert, outfall, or other designated design point by using the following criteria:

A. Determination of Runoff:

Design storm Events - All drainage improvements shall be designed for the following storm frequencies:

Roadside Ditches	5 years
Storm Sewers	5 years
Open Drainage Channels serving less than 100 acres	25 years
Secondary Arterials	25 years
Bridges	100-years
Creeks/Channels	100-years
Detention Facilities	100-years

B. Intensity-Duration Curves: Table 2-1 of the Brazoria County Drainage Criteria Manual provides intensity-duration values to be used for storm sewer and roadside ditch design in the City of Iowa Colony. These intensities are derived from the formula:

$$I = \frac{b}{(d+t_c)^c}$$

Values are as listed below:

Rainfall Frequency						
Duration	2-yr.	5-yr.	10-yr.	25-yr.	50-yr.	100-yr.
<u>5 minute</u>	<u>0.57</u>	<u>0.64</u>	<u>0.69</u>	<u>0.78</u>	<u>0.84</u>	<u>0.91</u>
<u>15 minute</u>	<u>1.21</u>	<u>1.38</u>	<u>1.51</u>	<u>1.71</u>	<u>1.86</u>	<u>2.02</u>
<u>60 minute</u>	<u>2.35</u>	<u>2.87</u>	<u>3.24</u>	<u>3.78</u>	<u>4.20</u>	<u>4.62</u>
<u>2 hour</u>	<u>2.85</u>	<u>3.75</u>	<u>4.35</u>	<u>5.00</u>	<u>5.60</u>	<u>6.20</u>
<u>3 hour</u>	<u>3.30</u>	<u>4.10</u>	<u>4.90</u>	<u>5.60</u>	<u>6.30</u>	<u>7.15</u>
<u>6 hour</u>	<u>3.70</u>	<u>5.00</u>	<u>5.85</u>	<u>6.85</u>	<u>7.80</u>	<u>8.75</u>
<u>12 hour</u>	<u>4.40</u>	<u>6.00</u>	<u>7.25</u>	<u>8.50</u>	<u>9.60</u>	<u>10.75</u>
<u>24 hour</u>	<u>5.10</u>	<u>7.00</u>	<u>8.55</u>	<u>9.95</u>	<u>11.50</u>	<u>13.00</u>

C. The Rational Method shall be used for determining the peak flow rate in the sizing of all local drainage improvements with drainage areas less than 100 acres.

D. Coefficients for the Rational Method:

- a. Run-Off Coefficient: The following values for the run-off coefficient “C” in the Rational Method formula will vary based on the land use. Land use types and “C” values which are to be used in Iowa Colony are as follows:

<u>Land Use Type</u>	<u>Run-Off Coefficient</u>
Raw Undeveloped Acres	0.20
Improved Undeveloped Acres (i.e. mowed filled, regraded, etc.)	0.30
Park Land	0.20
Residential:	
Single Family Lots greater than 0.75 acre	0.35
Single Family Lots 0.25 acre to 0.75 acre	0.45
Single Family Lots less than 0.25 acre	0.55
Townhomes/Patio Homes	0.65
Commercial	0.80
Multifamily	0.80
Industrial	
50% impervious	0.65
75% impervious	0.75
95% impervious	0.85
Pond (detention and amenity)	1.00

- b. Determination of Time Concentration: Time of concentration shall be calculated based upon an analysis of the actual travel time from the most remote point in the drainage area. The travel path should be clearly denoted and a sketch included in the design calculations.

E. Design Frequency:

- a. Design Frequency:

- (1) Newly Developed Areas: The design storm event for sizing storm sewers in newly developing areas will be a 5-year rainfall. Detention shall be provided and in accordance with Section 5.3.6 J. Calculations shall show that water surface elevations are not increased upstream or downstream of the tract.

(2) Redevelopment or In-Fill Development: The existing storm drain will be evaluated using a 5 year storm, assuming no development takes place. The storm drain will then be evaluated with the development in place.

(a) If the proposed redevelopment has a lower or equal impervious cover, no modifications to the existing storm drain are required.

(b) If the impervious cover is increased, detention shall be provided in accordance with Section 5.3.6 J.

(2) Private Drainage Systems: Storm sewers for private drainage systems shall conform to the requirements of public drainage systems.

b. Velocity Considerations:

(1) All storm drains shall be designed by the application of the Continuity Equation and Manning's Equation.

(2) Design velocities shall be a minimum of 2 feet per second (fps) with the pipe flowing full.

(3) Maximum velocities should not exceed 7 feet per second.

(4) Minimum Storm Sewer Pipe Slopes:

<u>Pipe Diameter</u>	<u>% Slope</u>
24	0.07
30	0.05
36	0.04
42	0.032
48	0.027
54	0.023
60	0.020

For pipe sizes not listed above, the minimum slope should be determined utilizing a design velocity of 2 fps.

c. Pipe Sizes and Placement:

(1) Use the storm sewer and inlet leads with at least 24 inch inside diameter or equivalent cross-section. Box culverts shall be at least 2'x2'. Closed conduits, circular, elliptical, or box, shall be selected based on hydraulic principals and economy of size and shape.

- (2) Larger pipes upstream should not flow into smaller pipes downstream unless the upstream system is intended for use in detention.
 - (3) Match crowns of pipe at any size change.
 - (4) Locate public storm sewers in public street rights-of-way or in dedicated drainage easements. Side and back lot easements are discouraged. If unavoidable, the easement shall be at least 20 feet wide with the storm sewer centered in the easement.
 - (5) Follow the alignment of the right-of-way or easement when designing cast-in-place concrete storm sewer easements.
 - (6) A straight line shall be used for inlet leads and storm sewers.
 - (7) Center storm sewer in side-lot storm sewer easements.
 - (8) Provide 5 feet minimum from edge of pipe to edge of easement.
- d. Starting Water Surface and Hydraulic Gradient:
- (1) The hydraulic gradient shall be calculated assuming the top of the outfall pipe as the starting water surface.
 - (2) At drops in pipe invert, should the upstream pipe be higher than the hydraulic grade line, then the hydraulic grade line shall be recalculated assuming the starting water surface to be at the top of pipe at that point.
 - (3) For the design storm, the hydraulic gradient shall at all times be below the gutter line for all newly developed areas.
- e. Manhole Locations:
- (1) Use manholes for precast conduits at the following locations:
 - (a) Size or cross-section changes.
 - (b) Inlet and conduit intersections.
 - (c) Changes in pipe grade.
 - (d) A maximum spacing of 500 feet measured along the conduit run.
 - (e) Manholes shall be placed so as not to be located in driveways.
- f. Inlets:

- (1) Locate inlets at all low points in gutters.
- (2) Valley gutters across intersections are not permitted.
- (3) Inlet spacing is generally a function of gutter slope. For minimum gutter slopes, the maximum spacing of inlets shall result from a gutter run of 500 feet from high point in pavement or the adjacent inlet on a continuously graded street section, with a maximum of 1000 feet of pavement draining towards any one inlet location.

- (4) Use only Standard Inlets:

<u>Inlet</u>	<u>General Application</u>	<u>Capacity</u>
Type A	Parking Lots/Small Areas	2.5 cfs
Type B-B	Residential	5.0 cfs
Type C	Streets	5.0 cfs
Type C-1	Commercial	10.0 cfs
Type D	Parking Lots	2.0 cfs
Type E	Roadside Ditches	20.0 cfs

- (5) Beehive grate inlets or other specialty inlets are not allowed.
- (6) Do not use grate top inlets in an unlined roadside ditch.
- (7) Place inlets at the end of the proposed pavement, if drainage will enter or leave pavement.
- (8) Do not locate inlets adjacent to esplanade openings.
- (9) Place inlets on side streets intersecting major streets, unless special conditions warrant otherwise.

F. Consideration of Overland Flow:

- a. Design Frequency: The design frequency for consideration of overland sheet flow will consider extreme storm events which exceed the capacity of the underground storm sewer system resulting in ponding and overland sheet flow through the development to the primary outlet.
- b. Relationship of Structure to Street: All structures will be at least 24 inches higher than the highest level of ponding anticipated resulting from the 100-year event analysis.

c. Calculation of Flow:

- (1) Streets will be designed so that consecutive high points in the street will provide for a gravity flow of drainage to the ultimate outlet.
- (2) The maximum depth of ponding will be 12 inches above the curb gutter, or 6 inches above the centerline of roads without curb, during the 100-year storm event.
- (3) Sheet flow between lots can be provided only through a dedicated drainage easement.
- (4) A map shall be provided to delineate extreme event flow direction through a proposed development and how this flow is discharged to the primary drainage outlet.

In areas where ponding occurs and no sheet flow path exists, then calculations showing that run-off from the 100-year event can be conveyed through inlets to the storm system and/or detention pond must be provided.

- d. Overland flow shall enter the drainage facilities (channels or detention pond) through a storm sewer sized to convey the 100-year event. Calculations shall be submitted for sizing the storm sewer and determining that adequate inlet capacity exists.

G. Design of Open Channels:

a. Design Frequency:

- (1) Open channels shall be designed according to the Brazoria County Drainage Criteria Manual, or the applicable Drainage District, whichever is more stringent.
- (2) Design standards for channel construction should follow the requirements specified in the corresponding Criteria Manual.

b. Determination of Water Surface Elevation:

- (1) Water surface elevations shall be calculated using Manning's Equation and the Continuity Equation.
- (2) For the design storm event, the water surface should be calculated to remain within banks and below freeboard.

c. Design of Culvert Crossings for Open Channels:

- (1) Head losses in culverts shall conform to TxDOT Design Division Hydraulics Manual, Chapter 7 - Culverts.
 - (2) Culverts shall be Class III RCP conforming to ASTM C-76 or smooth interior dual wall corrugated polyethylene pipe conforming to AASHTO M294.
 - d. Channels shall be seeded or sodded and a permanent stand of grass obtained prior to project acceptance.
- H. Design of Roadside Ditches:
 - a. Design Frequency:
 - (1) Roadside ditch design is permissible only for single family residential lots having widths larger than, or equal to, 120 feet.
 - (2) Design capacity for a roadside ditch shall be to 0.5 feet below the edge of pavement or the natural ground at the right-of-way line, whichever is lower.
 - (3) The design must include an extreme event analysis to indicate that structures will not be flooded.
 - b. Velocity Considerations:
 - (1) A grass lined or unimproved roadside ditch shall have side slopes no steeper than 3:1.
 - (2) Minimum grades for roadside ditches shall be 0.1 foot per 100 feet.
 - (3) Calculation of velocity will use a Manning's roughness coefficient of 0.040 for earthen sections and 0.025 for ditches with paved inverts.
 - (4) Use erosion control methods acceptable to the City when design velocities are expected to be greater than 4 feet per second.
 - c. Culverts:
 - (1) Culverts will be placed at all driveway and roadway crossings, and other locations where appropriate. Permanent low water crossings are not permitted.
 - (2) Culverts will be designed assuming outlet control.

- (3) Roadside culverts are to be sized based on drainage area. Calculations are to be provided for each block based on drainage design criteria presented in this manual.
 - (4) Cross open channels with roadside culverts no smaller than 18 inches in diameter. The size of culvert used shall not create a head loss of more than 0.20 feet greater than the normal water surface profile without the culvert.
 - (5) Flow from roadside ditches must be conveyed to the drainage channel through a roadside ditch interceptor structure and pipe.
 - (6) Culvert installation shall adhere to City of Iowa Colony Ordinance 2002-9 and as amended
- d. Depth and Size Limitations:
- (1) All roadside ditches shall be fully contained in the right-of-way or a recorded drainage easement.
 - (2) The maximum depth in residential areas shall not exceed 3 feet from the edge of pavement.
 - (3) Ditches in adjoining and parallel easements shall have the top of bank not less than 2 feet from the outside easement line.
 - (4) Roadside ditch bottoms should be at least 2 feet wide.
 - (5) Roadside ditch side slopes shall not exceed 3:1.
- I. Design of Outfalls
- a. Outfall design shall conform to the applicable Drainage District's Design Criteria Manual.
 - b. Outfalls shall be placed one foot above the receiving waterway.
 - c. Wet detention ponds may be connected by a submerged pipe. Storm sewers discharging into wet detention ponds may be submerged from the last manhole to the outfall.
 - d. Outfalls must have a means to control erosion and washouts (i.e. concrete paving, interlocking blocks). Rip-rap is not acceptable.
- J. Storm Water Detention:

a. Application of Detention:

- (1) As a normal consideration, storm water detention is required. The use of on-site detention is required in order to mitigate potential damage to existing structures unless participation in regional detention facilities is available that will provide equivalent protection to downstream property owners.
- (2) Design calculations for sizing the detention basin and related structures must be performed by the applicable method described in the following sections.
- (3) All calculations shall be sealed, signed, and dated by a registered professional engineer.
- (4) A parking lot may be used as part of the detention system, provided that the maximum depth of water over the inlet does not exceed nine inches (9") and the maximum depth in the parking stall does not exceed six inches (6").
- (5) All detention basins shall be maintained by the property owners except regional detention facilities that are owned and operated by the City of Iowa Colony, C&R District No. 3, DD No. 4, or DD No. 5.

b. Calculation of Detention Volume:

- (1) For developments with drainage areas of more than 100 acres, a detailed hydrologic analysis utilizing the HEC-HMS and HEC-RAS Flood Hydrograph method will be required following the procedure outlined the Brazoria County Drainage Criteria Manual, or applicable drainage district if more stringent.
- (2) For developments with drainage areas 100 acres or less, the acre-feet of flood control storage, S, to be provided by the facility for the 100-year storm event is:

$$S = I^{1/2} \times A$$

Where I = the average percent imperviousness of the area draining into the facility ($\div 100$), and A = the drainage area of the facility in acres.

- (3) Detention storage shall not be less than 0.65 acre-ft/acre of the parent tract.
- (4) Detention shall not be required for single-family lot improvements with increase in impervious area of less 1,000 SF.

c. Calculation of Outlet Size:

- (1) The minimum outflow pipe for a detention facility is 24 inches. When further flow restriction is necessary, a restriction should be placed at the entrance to the outfall pipe. Locate the restrictor to facilitate inspection and debris removal. Calculate the allowable outflow orifice size using the following equation:

$$Q = CA\sqrt{2gH}$$

Where:

Q = allowable discharge in cubic feet per second

C = coefficient of discharge

- 0.8 for short segments of pipe

- 0.6 for openings in plates or standpipes

A = maximum allowable area of orifice in square feet

g = acceleration due to gravity (32.2 feet/second²)

H = head difference between entrance and exit in feet when orifice is fully submerged, or the difference between the water surface elevation at the entrance and the centroid of the orifice in feet when orifice is partially submerged.

Determine H by establishing a maximum ponding level in the detention facility during the 100-year storm and assuming a tailwater at the top of the downstream end of the outlet pipe, or at a depth in the outlet channel associated with the maximum release flow rate, whichever is higher. In addition to a pipe outlet, the detention basin shall provide an extreme event emergency overflow spillway that will protect structures from flooding should the detention basin be overtopped.

- (2) Corrugated Metal Pipe (CMP) is not allowed for outfall structures.

d. Detention Pond Structural Requirements:

- (1) Side slopes shall not exceed a slope of 4 feet horizontally to one 1 vertically (4:1).
- (2) Dry detention ponds exceeding 60 feet in any direction shall have concrete pilot channels to aid drainage. Unlined detention pond bottom shall have a minimum slope of 1%.
- (3) Concrete pilot channels shall have a minimum width of 6 feet and a minimum thickness of 4 inches with #3 rebar spaced at 12 inches or #4 rebar spaced at 24 inches on center each way. The concrete channels shall be constructed of 5 sack cement concrete with a minimum compressive strength of 3000 psi at 28 days. Provide a 1 inch minimum depression per every 1 foot of transverse slope with redwood headers

spaced every 40 feet.

- (4) Appropriate covering (grass, slope paving, etc.) shall be established on side slopes and pond bottom to prevent erosion during periods of maximum water velocity.
- (5) A concrete or articulated block spillway, set at the maximum ponding elevation, shall be provided near the detention pond outfall structure, starting at the detention pond top of bank and extending to the toe of slope of the receiving channel.

e. Ownership and Access:

(1) Private Facilities:

- (a) Detention facilities which rely on gravity to discharge storm water are preferred by the City.
- (b) Responsibility for maintenance of the detention facility must be indicated on the plat and construction plans.
- (c) All private properties being served shall have drainage access to the pond.
- (d) A recorded maintenance agreement with a specific responsible party shall be provided when multiple tracts are being served.
- (e) The maintenance berms shall be at least 20 feet wide surrounding the top of bank of the detention area.

(2) Public Facilities:

- (a) Facilities may be accepted for maintenance by the City but only in cases where public drainage is being provided.
- (b) The City will require a maintenance work area 30 feet wide surrounding the top of bank of the detention area. Public rights-of-way or permanent access easements may be included as a portion of this 30 feet width.
- (c) A dedication of the maintenance easement or reserve must be provided by plat.
- (d) Proper dedication of public access to the detention pond must be shown on the plat or by separate instrument. This includes permanent access easements with overlapping public utility easements.

f. Pumped Detention:

Pumped detention systems will not be maintained by the City of Iowa Colony under any circumstances and will be considered for approval only under the following conditions:

- (1) A gravity system is not feasible from an engineering standpoint.
- (2) The percentage of pumped volume must not exceed 75% of the total volume of the basin, the remaining volume must be able to drain from the basin by gravity.
- (2)(3) The selected outfall rate shall not increase the elevation or the flow within the receiving system.
- (4) The total time to empty the pumped volume may not exceed 72 hours after the gravity portion has vacated.
- (3)(5) The discharge delivery system shall not have peak discharge and/or peak stages that exceed the predeveloped values at any point in time for the 5-year, 10-year, and 100-year design storm events.
- (6) At least two pumps are provided, each of which is sized to pump the design flow rate; if a three-pump system is used, any two of the three pumps must be capable of pumping the design flow rate.
- (4)(7) Pumping from detention ponds into an existing storm sewer is prohibited unless the pre-developed land already drains into that system and that system has capacity for those undeveloped flows.
- (8) The selected design outflow rate must not aggravate downstream flooding. Example: A pump station designed to discharge at the existing 100-year flow rate each time the system comes on-line could aggravate flooding for more frequent storm events.
- (9) Sensors must be placed so that the pumps would remain off during a rain event.
- (5)(10) Sensors must be placed so that pumping will not occur when the level of water in the receiving system is at or above ¼ of its full depth.
- (6)(11) Fencing of the control panel is provided to prevent unauthorized operation and vandalism.
- (12) An on-site emergency generator capable of operating the pump station for the amount of time required to vacate the pumped volume must be

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provided.

(13) The City shall have the right to enter the property and inspect the operation of the system at any time for any reason.

(7)(14) The pump station must be accessible by an all-weather road. Access driveways within subdivisions shall be concrete paved.

(8)(15) A recorded maintenance agreement with a specific responsible party shall be provided to ensure that the system will be operated and maintained on a continuous basis.

(9)(16) Detention volume for pump detention shall be minimum 1.0 acre-ft/acre.

If a pumped system is proposed, it is strongly recommended that preliminary conceptual design be submitted to the City Engineer and applicable Drainage District for review before any detailed engineering is performed.

The use of a pumped detention system must be approved by the City Engineer prior to the Drainage Plan being submitted.

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5.4 SUBMITTALS

- 5.4.1 All preliminary drainage plan submittals shall comply with and fully follow the procedures outlined in the City of Iowa Colony's Subdivision Ordinance.

5.4.2 Preliminary Submittals: Submit for review and comment:

- A. Lot and street layout.
- B. The approximate drainage areas for each system.
- C. The proposed drainage system.
- D. The proposed pipe diameters.
- E. Proposed detention areas with approximate volumes and depths.
- F. Any proposed drainage easements.
- G. Floodplain boundary, if applicable.
- H. Floodway boundary, if applicable.
- I. Base Flood Elevation.

5.4.3 Final Design: Submit the following for approval:

- A. Copies of any documents which show approval of exceptions to the City design criteria.
- B. Design calculations for storm line sizes and grades and for detention facilities.
- C. Design calculations for the hydraulic grade line of each line or ditch, and for detention facilities. Calculations shall show that the water surface elevations will not be increased upstream or downstream of the property on a 5 year and 100-year event.
- D. Contour map of the project and drainage area map for the project and the upstream.
- E. Plan and profile sheets showing storm water design.
- F. Projects located within a flood plain boundary or within a flood plain management area shall:
 - a. Show the flood plain boundary or flood plain area, as appropriate, on the drainage area map.
 - b. Show the floodway boundary, if applicable.

5.4.4 Additional Submittals: Submit the following for approval:

- A. Previous review prints.

- B. Revised drawings.
- C. Storm water detention maintenance agreement letters.
- D. Pipeline company agreements.
- E. Any and all applicable permits and agreements.

5.5 QUALITY ASSURANCE

- 5.5.1 Prepare calculations and construction drawings under the supervision of a Professional Engineer trained and licensed under the disciplines required by the drawings being prepared. The final construction drawings and all design calculations must be sealed, signed, and dated by the Professional Engineer responsible for the development of the drawings. Drawings shall contain the following statement “Based on these plans and calculations and minimum building elevations prepared under my direction, no structure will be subject to flooding in the 100-year storm and the upstream and downstream water surface elevations will not be increased.”
- 5.5.2 A geotechnical report shall be performed by, or under the supervision of, a currently registered Professional Engineer in the State of Texas, pertaining to the Drainage Design requirements contained within this section. All reports and documents shall be sealed, dated, and signed by the Engineer responsible for the preparation thereof.



February 10, 2021

Ron Cox
Ron Cox Consulting
120 St Andrews
Friendswood, TX 77546

Re: Meridiana TIRZ Bond

Dear Ron,

Please accept this letter as the formal request to issues bonds for the Iowa Colony TIRZ at Meridiana. I am excited Meridiana continues to create enough taxable value that the TIRZ can issue this 4th bond.

Based upon our preliminary analysis, the Zone has added considerable value insomuch a bond of \$8 to \$10 million is attainable and could be higher with refined analysis. There are numerous completed projects, that have either been accepted by the City, MUD or TIRZ that could be a part of this bond.

Best regards,

Matt Lawson
Rise Communities



July 1, 2021

Dinh V. Ho, PE
Adico Consulting Engineers
On behalf of City of Iowa Colony
2114 El Dorado Blvd., Suite 400
Friendswood, Texas 77546

Re: Early Plat Release Application Request
Sierra Vista West Section 5

Mr. Ho:

On behalf of Meritage Homes, this letter is to formally request the City of Iowa Colony process an application for an early plat escrow in connection with Sierra Vista West Section 5. Our intention is to obtain a recorded plat by the end of July subject to City Council approval and deposit of escrowed funds per the agreement.

This escrow is proposed to include funds to complete the construction of water, sanitary, drainage and paving for the above referenced project. Construction of the project is currently in progress and we anticipate will be complete in early August.

Exhibit A (attached) is a summary of the contract amounts and estimates for this project which is the basis for calculating the 2% administrative fee per the City's policy. Meritage Homes intends to submit this fee to City Hall by July 12, 2021.

If you have any questions, please call us.

Best Regards,

Mike W. Christopher, PE
Senior Project Manager

Cc: Chris Hitch – Meritage Homes

<u>Project</u>	<u>Contractor</u>	<u>Original Contract</u>		<u>Current Contract</u>		<u>Remaining Contract</u>
		<u>Amount</u>	<u>Change Orders</u>	<u>Amount</u>	<u>Payments to Date</u>	<u>Amount</u>
1. Section 5 - WS&D	Clearwater	\$ 1,789,130.50	\$ 75,758.00	\$ 1,864,888.50	\$ 1,293,336.65	\$ 571,551.85
2. Section 5 - Paving	ClearPave	\$ 1,445,013.00	\$ 42,455.32	\$ 1,487,468.32	\$ 92,452.50	\$ 1,395,015.82
					Total Construction Contract Remaining	\$ 1,966,567.67
					Contingency (10%)	196,656.77
					Total Escrow	\$ 2,163,224.44
					City of Iowa Colony Administrative Fee (2%)	\$ 43,264.49

Tuesday, July 13, 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 5
Brazoria County Municipal Utility District No. 53
Early Plat Application Request
Letter of Recommendation to Approve
Adico Project No. 21001-07

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has received an Early Plat Application Request (attached) on or about July 7, 2021, from Elevation Land Solutions, on behalf of Meritage Homes for Sierra Vista West Section 5. Meritage Homes is proposing to record the plat in accordance with the City of Iowa Colony Subdivision Ordinance, as amended per Ordinance 2018-30.

Infrastructure construction plans have been approved and construction is currently ongoing. Sierra Vista West Section 5 Final Plat was approved by Planning and Zoning and City Council in May 2021.

SIERRA VISTA WEST SECTION 5 EARLY PLAT ESCROW					
Contract	Contractor	Original Contract	Confirmed Payments	Change Orders	Applicable Early Plat Portion
Water, Sanitary and Drainage	Clearwater Utilities	\$ 1,789,130.50	\$ 1,293,336.65	\$ 75,758.00	\$ 571,551.85
Paving	ClearPave, LLC	\$ 1,445,013.00	\$ 92,452.50	\$ 42,455.32	\$ 1,395,015.82
Totals					\$ 1,966,567.67
Total Remaining Contract Amount					\$ 1,966,567.67
Contingency @ 10%					\$ 196,656.77
Total Escrow of Cash Deposit due to City (within 10 days of CC approval)					\$ 2,163,224.44
Administrative Fee @ 2% of \$2,163,224.44 Due at time of application					\$ 43,264.49

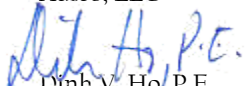
Elevation Land Solutions has provided copies of bid documents, pay estimates, Affidavit of Bills Paid, Waiver and Lien Release upon Partial Payment and payment acknowledgements for this project. Based on our review of the documentation provided, the amount remaining on the current contracts is \$1,966,567.67. Per the Ordinance, a cash deposit of 110% of the remaining construction cost is required to be escrowed with the City. The total cash deposit shall be \$2,163,224.44. The City received the administrative fee of \$43,264.49 at the time of the application request.

Based on our review of the documents provided, we have no objections to the Early Plat Application Request for Sierra Vista West Section 5.

The Developer shall provide the cash deposit to the City within 10 working days from the date of the agreement as approved by City Council.

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)
Ron Cox, City Manager (rcox@iowacolonytx.gov)
Larry Boyd, City Attorney (larryboyd@swbell.net)
Mike Christopher, Land Elevation Solutions, (mchristopher@elevationlandsolutions.com)

Copy



July 1, 2021

Dinh V. Ho, PE
Adico Consulting Engineers
On behalf of City of Iowa Colony
2114 El Dorado Blvd., Suite 400
Friendswood, Texas 77546

Re: Early Plat Release Application Request
Sierra Vista West Section 5

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Exhibit A (attached) is a summary of the contract amounts and estimates for this project which is the basis for calculating the 2% administrative fee per the City's policy. Meritage Homes intends to submit this fee to City Hall by July 12, 2021.

If you have any questions, please call us.

Best Regards,

Mike W. Christopher, PE
Senior Project Manager

Cc: Chris Hitch – Meritage Homes

<u>Project</u>	<u>Contractor</u>	<u>Original Contract</u>		<u>Current Contract</u>		<u>Remaining Contract</u>
		<u>Amount</u>	<u>Change Orders</u>	<u>Amount</u>	<u>Payments to Date</u>	<u>Amount</u>
1. Section 5 - WS&D	Clearwater	\$ 1,789,130.50	\$ 75,758.00	\$ 1,864,888.50	\$ 1,293,336.65	\$ 571,551.85
2. Section 5 - Paving	ClearPave	\$ 1,445,013.00	\$ 42,455.32	\$ 1,487,468.32	\$ 92,452.50	\$ 1,395,015.82
					Total Construction Contract Remaining	\$ 1,966,567.67
					Contingency (10%)	196,656.77
					Total Escrow	\$ 2,163,224.44
					City of Iowa Colony Administrative Fee (2%)	\$ 43,264.49

Wednesday, July 7, 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
Brazoria County Municipal Utility District No. 53
Letter of Recommendation-Disbursement Request No. 1, July 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. 1 from Land Tejas Sierra Vista West, LLC, the disbursement of funds for Sierra Vista West Section 4 Early Plat Recordation Release Agreement.

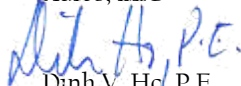
Elevation Land Solutions has provided copies of the approved pay estimates and supporting documents for our review. Below is a brief overview.

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
TOTALS		\$ 1,055,947.04	\$ 105,594.70	\$ -	\$ 1,161,541.74	\$ 1,327,846.49

Based on our review of the documentation provided, Adico, LLC has no objection to Disbursement No. 1 to Land Tejas in the amount of **\$1,161,541.74**. After Disbursement No. 1, the remaining balance is \$1,327,846.49.

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)
Ron Cox, City Manager (rcox@iowacolonytx.gov)
Larry Boyd, City Attorney (larryboyd@swbell.net)
Mike Christopher, Elevation Land Solutions (mchristopher@elevationlandsolutions.com)



MELANIE MANGEL
CHIEF FINANCIAL OFFICER

July 6, 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 #1-July - Revised

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 Utilities	\$ 0.00	Section 4 WSD
ClearPave	\$ 1,055,947.04	Section 4 Paving
July Contingency Refund	<u>\$ 105,594.70</u>	
Total	\$ 1,161,541.74	

Please review the enclosed and if in agreement, recommend the City reimburse to Land Tejas Sierra Vista West, LLC the amount of \$1,161,541.74 of our escrowed funds. Wiring instructions are attached for your convenience.

Sincerely,


Melanie Mangel
Chief Financial Officer

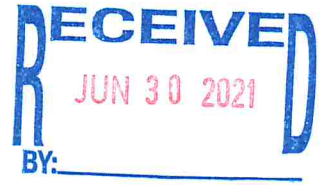


ESCROW SUMMARY FOR ALL PROJECTS SERVING
SIERRA VISTA WEST SECTION 4

June 30, 2021

ORIGINAL ESCROW SUMMARY																				
Construction Contract	Contractor	Contract Amount		Change Orders		Revised Contract Amount (A + B)	Escrowed Amount	10% Contingency			Total Refund to		July Draw Request	July Contingency Refund		July Refund	Remaining Escrow Balance	Deduction of Change Order Not Escrowed	July Refund (Net of Required Cash Deposit For CO)	Remaining Escrow Balance
		(A)	(B)	Total Escrow	Date			July Draw Request	July Contingency Refund	July Refund										
1. Section 4 WSD 1. Section 4 Paving	Clearwater Utilities	2,527,119.30	\$ 58,600.00	\$ 2,585,719.30	\$ 351,313.32	\$ 35,131.33	\$ 386,444.65	\$ 191,176.69	\$ 2,102,943.58	\$ -	\$ -	\$ (1,055,947.04)	\$ (105,594.70)	\$ (1,161,541.74)	\$ 386,444.65	\$ -	\$ (1,055,947.04)	\$ (105,594.70)	\$ (1,161,541.74)	\$ 386,444.65
	ClearPave	2,333,046.00	\$ 98,969.49	\$ 2,432,015.49	\$ 1,911,766.89	\$ 191,176.69	\$ 2,102,943.58	\$ -	\$ -	\$ -	\$ -	\$ (1,055,947.04)	\$ (105,594.70)	\$ (1,161,541.74)	\$ 941,401.84	\$ -	\$ (1,055,947.04)	\$ (105,594.70)	\$ (1,161,541.74)	\$ 941,401.84
				\$ 2,263,080.21		\$ 226,308.02	\$ 2,489,388.23	\$ -	\$ -	\$ -	\$ -	\$ (1,055,947.04)	\$ (105,594.70)	\$ (1,161,541.74)	\$ 1,327,846.49	\$ -	\$ (1,055,947.04)	\$ (105,594.70)	\$ (1,161,541.74)	\$ 1,327,846.49

Copy



June 29, 2021

Brazoria County Municipal Utility District No. 53
C/O Allen Boone Humphries Robinson, LLP
3200 Southwest Freeway, Suite 2600
Houston, TX 77027

Attention: Mr. Tim Austin

Re: Construction of Paving Facilities for Sierra Vista West Sec. 4
Brazoria County Municipal Utility District No. 53
Future Bond Issue

Dear Mr. Austin,

Enclosed is Pay Estimate **No. 4** submitted by ClearPave, LLC for the referenced project covering work performed between the period of 5/21/2021 to 6/30/2021. Included with this estimate are the Waiver and Lien Release upon Partial Payment and Affidavit of Bills Paid.

As of 6/30/2021, the project was approximately 72% complete by contract amount and 111% complete by contract time. Our field project representative periodically observed the work performed by ClearPave, LLC.

The Pay Estimate was reviewed by our field project representative under our supervision. To the best of our knowledge, all work has been performed in accordance with the approved construction plans and contract specifications. The quantities in this estimate reflect the work performed by ClearPave, LLC during the subject period and therefore, we recommend payment in the amount of **\$1,055,947.04** for this estimate.

Sincerely,

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

DLD/ln

P:\020 Sierra Vista West Development\011 Section 4 WSD & Paving\Documents\Construction\Sierra Vista West Section 4 Paving\Pay Estimate\Sierra Vista West Sec 4 Paving - Cover Letter-ELS.doc

CC: Josh Wadley – Land Tejas Sierra Vista West, LLC
TCEQ Houston / TCEQ Austin

**PAY ESTIMATE SUMMARY**

Owner: Land Tejas Sierra Vista West, LLC
Contractor: ClearPave, LLC
Project: Construction of Paving Facilities for Sierra Vista West Sec. 4
Job No: 610.020011.01
Engineer: Elevation Land Solutions
NTP Date: March 22, 2021
Contract Duration: 90 Calendar Days
Contract Completion: June 20, 2021
Current Period: 5/21/2021 to 6/30/2021

CHANGE ORDER SUMMARY

NO.	DATE	CONTRACT DURATION	AMOUNT
1	4/23/2021	-	\$ 98,969.49
Net Change:			\$ 98,969.49

The current status on the account for this Contract is as follows:

1. Original Contract Total	\$ 2,333,046.00
2. Net Changes by Change Order	\$ 98,969.49
3. Contract Sum to Date (Line 1 + 2)	\$ 2,432,015.49
4. Total Completed & Stored to Date	\$ 1,751,328.49
5. Retainage	
a. 10% of Completed Work	\$ 175,132.85
Total Retainage(Lines 5a +5b)	\$ 175,132.85
6. Total Earned Less Retainage (Line 4 Less Line 5 Total)	\$ 1,576,195.64
7. Less Previous Certificates for Payment (Line 6 from Prior Certificate)	\$ 520,248.60
8. Current Payment Due	\$ 1,055,947.04
9. Balance to Finish, Including Retainage (Line 3 Less Line 6)	\$ 855,819.85

*Percent Complete by Duration 111%
*Percent Complete by Cost 72%



Owner: Land Tejas Sierra Vista West, LLC
 Contractor: ClearPave, LLC
 Project: Construction of Paving Facilities for Sierra Vista West Sec. 4
 Job No.: 610.020011.01

Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount		This Estimate		Previous Estimates		Total To Date		% Complete
							Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	PAVING ITEMS												
1.	Roadway and lot excavation. Haul, spread, and compact excavation on-site per the grading plan. Compaction shall be 95% ASTM-D 698. Contractor shall complete lot grading per the grading plan. No adjustments will be made based on variance of actual quantities.	21,222.00	CY	\$ 3.50	\$ 74,277.00			\$ -	21,222.00	\$ 74,277.00	21,222.00	\$ 74,277.00	100%
2.	Final lot grading.	270.00	LOT	\$ 250.00	\$ 67,500.00			\$ -	0.00	\$ -	0.00	\$ -	0%
3.	Subgrade preparation for concrete pavement including mixing, grading, and compaction. Complete in Place.	38,472.00	SY	\$ 3.50	\$ 134,652.00			\$ -	38,472.00	\$ 134,652.00	38,472.00	\$ 134,652.00	100%
4.	Lime for subgrade (8 % application by dry weight), Complete in Place.	1,016.00	TON	\$ 200.00	\$ 203,200.00			\$ -	1,016.00	\$ 203,200.00	1,016.00	\$ 203,200.00	100%
5.	6" 4,000 psi reinforced concrete pavement, Complete in Place.	36,151.00	SY	\$ 42.50	\$ 1,536,417.50		25,306.00	\$ 1,075,505.00	0.00	\$ -	25,306.00	\$ 1,075,505.00	70%
6.	6 - inch concrete curb, Complete in Place.	6,148.00	LF	\$ 3.50	\$ 21,518.00			\$ -	0.00	\$ -	0.00	\$ -	0%
7.	4x12 - inch concrete curb, Complete in Place.	14,609.00	LF	\$ 3.50	\$ 51,131.50		6,000.00	\$ 21,000.00	0.00	\$ -	6,000.00	\$ 21,000.00	41%
8.	Tie-in to existing pavement, Complete in Place.	2.00	EA	\$ 2,000.00	\$ 4,000.00		0.50	\$ 1,000.00	0.00	\$ -	0.50	\$ 1,000.00	25%
9.	Traffic buttons, striping, and markings as shown in plans, and in	1.00	LS	\$ 18,500.00	\$ 18,500.00			\$ -	0.00	\$ -	0.00	\$ -	0%
10.	Traffic signs, as shown in plans, Complete in Place.	25.00	EA	\$ 500.00	\$ 12,500.00			\$ -	0.00	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
11.	Traffic barricades, including the removal and replacement (if necessary) of existing barricades, and the installation and maintenance of proposed barricades as shown in plans, Complete in Place.	1.00	LS	\$ 3,000.00	\$ 3,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
12.	Wheelchair Ramp, in accordance with plan details and ADA regulations, including concrete landing pad, Complete in Place.	30.00	EA	\$ 1,500.00	\$ 45,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
13.	PVC irrigation sleeves, as shown in plans, Complete in Place.	110.00	LF	\$ 35.00	\$ 3,850.00	110.00	\$ 3,850.00	0.00	\$ -	110.00	\$ 3,850.00	100%
	ADDITIONAL ITEMS							0.00				
14.	Contractor shall maintain existing filter fabric fence, lower state inlet protection, stabilized construction entrance, sweep/clean proposed streets through the duration of the contract.	1.00	LS	\$ 7,500.00	\$ 7,500.00	0.10	\$ 750.00	0.75	\$ 5,625.00	0.85	\$ 6,375.00	85%
15.	Installation and maintenance of stabilized construction entrance as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	EA	\$ 1,500.00	\$ 1,500.00		\$ -	0.00	\$ -	0.00	\$ -	0%
16.	Installation and maintenance of concrete truck washout area as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	LS	\$ 2,500.00	\$ 2,500.00		\$ -	0.00	\$ -	0.00	\$ -	0%
17.	1-year Brazoria County warranty bond for paving and storm improvements. Bond Value shall be equal to 25% of the permanent paving and storm improvements.	1.00	LS	\$ 10,000.00	\$ 10,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
18.	Construction staking services to be performed by Contractor. Control to be provided by Elevation Land Solutions.	1.00	LS	\$ 17,500.00	\$ 17,500.00		\$ -	1.00	\$ 17,500.00	1.00	\$ 17,500.00	100%
19.	As-Built Topo to be performed by Contractor, including utility stub out flow lines, flowlines of proposed extreme event swale, elevations of gutter and top of curb at pavement stub outs.	1.00	LS	\$ 3,500.00	\$ 3,500.00		\$ -	0.00	\$ -	0.00	\$ -	0%
20.	Move-in and start-up, including all applicable permits, insurance and performance, payment and maintenance bonds for 100% of the contract amount.	1.00	LS	\$ 115,000.00	\$ 115,000.00		\$ -	1.00	\$ 115,000.00	1.00	\$ 115,000.00	100%
Change Order No. 1												
CO 1.1	Increase in steel cost.	397,661.00	LB	\$ 0.09	\$ 35,789.49	397,661.00	\$ 35,789.49	0.00	\$ -	397,661.00	\$ 35,789.49	100%
CO 1.2	Increase in concrete cost.	6,628.00	CY	\$ 5.00	\$ 33,140.00	6,628.00	\$ 33,140.00	0.00	\$ -	6,628.00	\$ 33,140.00	100%
4.	Lime for subgrade (8 % application by dry weight), Complete in Place.	139.00	TON	\$ 200.00	\$ 27,800.00	0.00	\$ -	139.00	\$ 27,800.00	139.00	\$ 27,800.00	100%
13.	PVC Irrigation sleeves, as shown in plans, Complete in Place.	64.00	LF	\$ 35.00	\$ 2,240.00	64.00	\$ 2,240.00	0.00	\$ -	64.00	\$ 2,240.00	100%
		Change Order No. 1 Subtotal			\$ 98,969.49							
TOTALS					\$ 2,432,015.49	\$	1,173,274.49	\$	578,054.00	\$	1,751,328.49	

WAIVER AND LIEN RELEASE UPON PARTIAL PAYMENT

STATE OF TEXAS
COUNTY OF HARRIS

The undersigned was contracted or hired by **Land Tejas Sierra Vista West, LLC** to furnish labor and / or materials in connection with certain improvements to real property known as **Sierra Vista West Section 4.**

Contractor: ClearPave, LLC

This payment: \$1,055,947.04

Total Paid Including This Payment: \$1,751,328.49

For Work Performed Through Date of: 6/30/2021

Estimate Number: FOUR

Upon receipt of this payment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive and release any mechanic's lien or materialman's lien or claims of lien, including any constitutional lien or claim thereto, that the undersigned has or hereafter has on the above mentioned real property an/or improvements thereon on account of any work furnished or to be furnished by the undersigned whether pursuant to the above mentioned contract or otherwise.

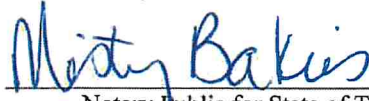
The undersigned further certifies and warrants that there are no known mechanic's or materialman's liens outstanding as of the date hereof, that all bills incurred by it with respect to the work will be paid within 10 days of the receipt of the above amount or sooner, and that there is no known basis for the filling of any mechanic's or materialman's lien on the property and/or improvements above described by any person or entity performing work on behalf of the undersigned of , and to the extent permitted by applicable law, the undersigned does hereby waive and release any mechanic's or materialman's lien or claims lien of any other such person or entity, and further agrees to indemnify and hold the owner harmless from and said lien or claim including the payment of related costs, expenses and reasonable attorney's fees.

ClearPave, LLC


Dustin Berry, Vice President

Subscribed and sworn to before me, the undersigned authority, on this the 30th day of June 2021.




Misty Bakies
Notary Public for State of Texas

Affidavit of Bills Paid

State of Texas
County of Harris

OWNER: Land Tejas Sierra Vista West, LLC

PROJECT: Sierra Vista West Section 4

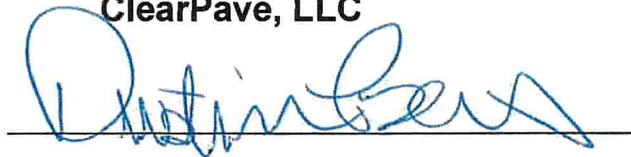
CONTRACTOR: ClearPave, LLC

All just and lawful invoices against the above-named Contractor, for labor, materials and expendable equipment employed in the performance of said Project have been paid in full prior to acceptance of payments from Owner.

The Contractor agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract.

No claims have been made or filed upon the payment bond, and the Contractor has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

ClearPave, LLC



Dustin Berry, Vice President

Subscribed and Sworn to before me, the undersigned authority, on this the 30th day of June 2021.


Notary Public for the State of Texas

Wednesday, July 7, 2021

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

Re: Sierra Vista West Section 6
Brazoria County Municipal Utility District No. 53
Letter of Recommendation-Disbursement Request No. 2, July 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. 2 from Land Tejas Sierra Vista West, LLC, the disbursement of funds for Sierra Vista West Section 6 Early Plat Recordation Release Agreement.

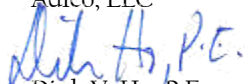
Elevation Land Solutions has provided copies of the approved pay estimates and supporting documents for our review. Below is a brief overview.

ESCROW AMOUNT:					\$	1,019,800.99
CONTINGENCY @ 10%					\$	101,980.10
TOTAL ESCROW AND CONTINGENCY DEPOSIT					\$	1,121,781.09
	Date of Request	Request Subtotal	10% Contingency	Total Disbursement	Remaining Escrow	
Draw Request No. 1	Jun-21	\$ 815,015.50	\$ 81,501.55	\$ 896,517.05	\$ 225,264.04	
Draw Request No. 2	Jul-21	\$ 33,200.60	\$ 3,320.06	\$ 36,520.66	\$ 188,743.38	
TOTALS		\$ 848,216.10	\$ 84,821.61	\$ 933,037.71	\$ 188,743.38	

Based on our review of the documentation provided, Adico, LLC has no objection to Disbursement No. 2 to Land Tejas in the amount of \$36,520.66. After Disbursement No. 1, the remaining balance is \$188,743.38.

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)
Ron Cox, City Manager (rcox@iowacolonytx.gov)
Larry Boyd, City Attorney (larryboyd@swbell.net)
Mike Christopher, Elevation Land Solutions (mchristopher@elevationlandsolutions.com)



MELANIE MANGEL
CHIEF FINANCIAL OFFICER

July 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. 6 Draw #2-July

Dear Dinh:

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

Principal Services	\$ 33,200.65	Section 6 WSD & Paving
July Contingency Refund	<u>\$ 3,320.06</u>	
Total	\$ 36,520.66	

Please review the enclosed and if in agreement, recommend the City reimburse to Land Tejas Sierra Vista West, LLC the amount of \$36,520.66 of our escrowed funds. Wiring instructions are attached for your convenience.

Sincerely,


Melanie Mangel
Chief Financial Officer



ESCROW SUMMARY FOR ALL PROJECTS SERVING
SIERRA VISTA WEST SECTION 6
June 30, 2021

ORIGINAL ESCROW SUMMARY				
Construction Contract	Contractor	Contract Amount (A)	Change Orders (B)	Revised Contract Amount (A + B)
1. Section 6 WSD & Paving	Principal Services	2,124,787.10	\$ 53,575.66	\$ 2,178,362.76
				\$ 1,019,800.99
				\$ 1,019,800.99

10% Contingency	Total Escrow	Total Refund to Date	July Draw Request	July Contingency Refund	July Refund	Remaining Escrow Balance	Deduction of Change Order Not Escrowed	July Refund (Net of Required Cash Deposit For CO)	Remaining Escrow Balance
\$ 101,980.10	\$ 1,121,781.09	\$ (896,517.05)	\$ (33,200.60)	\$ (3,320.06)	\$ (36,520.66)	\$ 188,743.38		\$ (36,520.66)	\$ 188,743.38
\$ 101,980.10	\$ 1,121,781.09	\$ (896,517.05)	\$ (33,200.60)	\$ (3,320.06)	\$ (36,520.66)	\$ 188,743.38	\$ -	\$ (36,520.66)	\$ 188,743.38
		\$ 225,264.04							

Copy



June 28, 2021

Brazoria County Municipal Utility District No. 53
C/O Allen Boone Humphries Robinson, LLP
3200 Southwest Freeway, Suite 2600
Houston, TX 77027

Attention: Mr. Tim Austin

Re: Construction of Water, Sanitary and Drainage Facilities for Sierra Vista West Section 6
Brazoria County Municipal Utility District No. 53
Future Bond Issue

Dear Mr. Austin,

Enclosed is Pay Estimate **No. 6** submitted by Principal Services, Ltd. for the referenced project covering work performed between the period of 5/21/2021 to 6/24/2021. Included with this estimate is the Affidavit of Bills Paid, and the Conditional Waiver.

As of 6/24/2021, the project was approximately 97% complete by contract amount and 136% complete by contract time. Our field project representative periodically observed the work performed by Principal Services, Ltd.

The Pay Estimate was reviewed by our field project representative under our supervision. To the best of our knowledge, all work has been performed in accordance with the approved construction plans and contract specifications. The quantities in this estimate reflect the work performed by Principal Services, Ltd. during the subject period and therefore, we recommend payment in the amount of **\$33,200.60** for this estimate. The estimate amount consists of WS&D items at **\$3,750.60**, and Paving items at **\$29,450.00** with an applied 5% retainage.

Sincerely,

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

DLD/ln

P:\020 Sierra Vista West Development\019 Section 6 WSD & Paving\Construction\WS&D\Pay Estimates\Sierra Vista West Sec. 6 WS&D - Cover Letter - ELS.doc

CC: Josh Wadley – Land Tejas Sierra Vista West, LLC
TCEQ Houston / TCEQ Austin



PAY ESTIMATE SUMMARY

Owner: Brazoria County Municipal Utility District No. 53
 Contractor: Principal Services, Ltd.
 Project: Construction of Water, Sanitary, Drainage and Paving Facilities for Sierra Vista West Sec. 6
 Job No: 610.020019.00
 Engineer: Elevation Land Solutions
 NTP Date: February 1, 2021
 Contract Duration: 105 Calendar Days
 Contract Completion: May 17, 2021
 Current Period: 5/21/2021 to 6/24/2021

CHANGE ORDER SUMMARY

NO.	DATE	CONTRACT DURATION	AMOUNT
CO1	3/25/2021	-	\$ 53,575.66
Net Change:			\$ 53,575.66

The current status on the account for this Contract is as follows:

1. Original Contract Total	\$ 2,124,787.10
2. Net Changes by Change Order	\$ 53,575.66
3. Contract Sum to Date (Line 1 + 2)	\$ 2,178,362.76
4. Total Completed & Stored to Date	\$ 2,112,397.76
5. Retainage	
a. 5% of Completed Work	\$ 105,619.89
Total Retainage	\$ 105,619.89
6. Total Earned Less Retainage	\$ 2,006,777.87
(Line 4 Less Line 5 Total)	
7. Less Previous Certificates for Payment	\$ 1,973,577.27
(Line 6 from Prior Certificate)	
8. Current Payment Due	\$ 33,200.60
9. Balance to Finish, Including Retainage	
(Line 3 Less Line 6)	\$ 171,584.89

*Percent Complete by Duration 136%
 *Percent Complete by Cost 97%



Owner: Brazoria County Municipal Utility District No. 53
 Contractor: Principal Services, Ltd.
 Project: Construction of Water, Sanitary, Drainage and Paving Facilities for Sierra Vista West Sec. 6
 Job No.: 610.020019.00

Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	BASE BID											
	SANITARY SEWER IMPROVEMENTS											
1.	8 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, stacks, risers, connections, standard bedding, backfill and testing, Complete in Place.	3,825	LF	\$ 28.00	\$ 107,100.00		\$ -	3,825.00	\$ 107,100.00	3,825.00	\$ 107,100.00	100%
2.	10 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, stacks, risers, connections, standard bedding, backfill and testing, Complete in Place.	83	LF	\$ 55.00	\$ 4,565.00		\$ -	83.00	\$ 4,565.00	83.00	\$ 4,565.00	100%
3.	6 - inch Near Side SDR-26 ASTM D-3034 sanitary sewer service lead, including wye, plugs, bedding and backfill, and cleanout, Complete in Place.	25	EA	\$ 900.00	\$ 22,500.00		\$ -	25.00	\$ 22,500.00	25.00	\$ 22,500.00	100%
4.	6 - inch Far Side SDR-26 ASTM D-3034 sanitary sewer service lead, including wye, plugs, stacks, risers, bedding and backfill, and cleanout, Complete in Place.	19	EA	\$ 1,600.00	\$ 30,400.00		\$ -	19.00	\$ 30,400.00	19.00	\$ 30,400.00	100%
5.	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place.	29	EA	\$ 3,300.00	\$ 95,700.00		\$ -	29.00	\$ 95,700.00	29.00	\$ 95,700.00	100%
6.	External drop connection, as shown in plans, Complete in Place.	18	EA	\$ 500.00	\$ 9,000.00		\$ -	18.00	\$ 9,000.00	18.00	\$ 9,000.00	100%



Item	Description	Contract Quantity		Unit Price		Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
							Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	<u>WATER IMPROVEMENTS</u>												
7.	6 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	347	LF	\$ 15.00	\$	5,205.00		\$ -	347.00	\$ 5,205.00	347.00	\$ 5,205.00	100%
8.	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	3,684	LF	\$ 20.00	\$	73,680.00		\$ -	3,684.00	\$ 73,680.00	3,684.00	\$ 73,680.00	100%
9.	6 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	66	LF	\$ 26.00	\$	1,716.00		\$ -	66.00	\$ 1,716.00	66.00	\$ 1,716.00	100%
10.	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	297	LF	\$ 30.00	\$	8,910.00		\$ -	297.00	\$ 8,910.00	297.00	\$ 8,910.00	100%
11.	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	3	EA	\$ 540.00	\$	1,620.00		\$ -	3.00	\$ 1,620.00	3.00	\$ 1,620.00	100%
12.	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.	9	EA	\$ 3,700.00	\$	33,300.00		\$ -	9.00	\$ 33,300.00	9.00	\$ 33,300.00	100%
13.	Wet connection to existing 8" waterline, including removal of blow off valve and box, Complete in Place.	1	EA	\$ 380.00	\$	380.00		\$ -	1.00	\$ 380.00	1.00	\$ 380.00	100%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
	STORM SEWER IMPROVEMENTS											
14.	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	2,472	LF	\$ 41.00	\$ 101,352.00		\$ -	2,472.00	\$ 101,352.00	2,472.00	\$ 101,352.00	100%
15.	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	691	LF	\$ 47.00	\$ 32,477.00		\$ -	691.00	\$ 32,477.00	691.00	\$ 32,477.00	100%
16.	30 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	140	LF	\$ 52.00	\$ 7,280.00		\$ -	140.00	\$ 7,280.00	140.00	\$ 7,280.00	100%
17.	36 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	616	LF	\$ 75.00	\$ 46,200.00		\$ -	616.00	\$ 46,200.00	616.00	\$ 46,200.00	100%
18.	42 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	104	LF	\$ 99.00	\$ 10,296.00		\$ -	104.00	\$ 10,296.00	104.00	\$ 10,296.00	100%
19.	48 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	177	LF	\$ 117.00	\$ 20,709.00		\$ -	177.00	\$ 20,709.00	177.00	\$ 20,709.00	100%
20.	54 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	142	LF	\$ 213.00	\$ 30,246.00		\$ -	142.00	\$ 30,246.00	142.00	\$ 30,246.00	100%
21.	Type "A" inlets including both first and second stage construction, Complete in Place.	1	EA	\$ 1,700.00	\$ 1,700.00		\$ -	1.00	\$ 1,700.00	1.00	\$ 1,700.00	100%
22.	Type "C" inlets including both first and second stage construction, Complete in Place.	32	EA	\$ 2,250.00	\$ 72,000.00		\$ -	32.00	\$ 72,000.00	32.00	\$ 72,000.00	100%
23.	Type "C-1" inlets including both first and second stage construction, Complete in Place.	3	EA	\$ 2,650.00	\$ 7,950.00		\$ -	3.00	\$ 7,950.00	3.00	\$ 7,950.00	100%
24.	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.	30	EA	\$ 2,000.00	\$ 60,000.00		\$ -	30.00	\$ 60,000.00	30.00	\$ 60,000.00	100%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
25.	Large Type "C" Manhole for 48-72 inch RCP, including final rim elevation adjustment, Complete in Place.	5	EA	\$ 2,300.00	\$ 11,500.00		\$ -	5.00	\$ 11,500.00	5.00	\$ 11,500.00	100%
26.	Type "C" Manhole for 18-42 inch pipe, with E-Inlet Top, Complete in Place.	2	EA	\$ 2,700.00	\$ 5,400.00		\$ -	2.00	\$ 5,400.00	2.00	\$ 5,400.00	100%
27.	Large Type "C" Manhole for 48-72 inch RCP, with E-Inlet Top, Complete in Place.	1	EA	\$ 3,100.00	\$ 3,100.00		\$ -	1.00	\$ 3,100.00	1.00	\$ 3,100.00	100%
28.	5 - inch thick, reinforced concrete slope paving, including reinforcing bar, expansion joints, toe walls, weep holes and all items incidental to construction, Complete in Place.	78	SY	\$ 100.00	\$ 7,800.00		\$ -	78.00	\$ 7,800.00	78.00	\$ 7,800.00	100%
29.	Construct earthen extreme event swale including excavation, grading, compaction, and application of sod as shown in plans, Complete in Place.	654	SY	\$ 12.00	\$ 7,848.00	329.00	\$ 3,948.00	325.00	\$ 3,900.00	654.00	\$ 7,848.00	100%
	ADDITIONAL ITEMS											
30.	Trench safety system, all depths, Complete in Place	8,302	LF	\$ 0.10	\$ 830.20		\$ -	8,302.00	\$ 830.20	8,302.00	\$ 830.20	100%
31.	Well point system for dewatering trenches, Complete in Place. (Any unit price less than \$20 may result in full bid rejection)	1,452	LF	\$ 27.50	\$ 39,930.00		\$ -	1,452.00	\$ 39,930.00	1,452.00	\$ 39,930.00	100%
32.	Wet sand construction for wet unstable trenches. (Any unit price less than \$15 may result in full bid rejection)	1,452	LF	\$ 15.00	\$ 21,780.00		\$ -	40.00	\$ 600.00	40.00	\$ 600.00	3%
33.	Wet sand construction for manholes at depths of 10 feet or greater, as directed by Engineer, Complete in Place.	13	EA	\$ 500.00	\$ 6,500.00		\$ -	1.00	\$ 500.00	1.00	\$ 500.00	8%

Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
34.	Spread and compact utility spoils on-site, per the grading plan, including preparation of fill areas: hauling, spreading, grading as shown in plans and compacting to 95%, as directed by Engineer, Complete in Place.	9,876	CY	\$ 2.50	\$ 24,690.00		\$ -	9,876.00	\$ 24,690.00	9,876.00	\$ 24,690.00	100%
35.	Contractor shall sweep/clean adjacent streets and proposed streets throughout the duration of the contract.	1	LS	\$ 500.00	\$ 500.00		\$ -	0.00	\$ -	0.00	\$ -	0%
36.	Installation and maintenance of Inlet Protection Barrier as shown on plan and in accordance plan details, including Stage 1 & 2 inlets, Complete in Place.	39	EA	\$ 100.00	\$ 3,900.00		\$ -	19.50	\$ 1,950.00	19.50	\$ 1,950.00	50%
37.	Installation and removal of coffer dam as shown in plans , Complete in Place.	2	EA	\$ 5,000.00	\$ 10,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
38.	Broadcast seeding, including fertilizing, watering, over-seeding and or re-seeding to ensure growth by any means necessary.	16	AC	\$ 650.00	\$ 10,400.00		\$ -	0.00	\$ -	0.00	\$ -	0%
39.	Turf establishment by contractor by hydromulch, in accordance to jurisdiction specifications, as shown in plans, Complete in Place.	5	AC	\$ 1,500.00	\$ 7,500.00		\$ -	0.00	\$ -	0.00	\$ -	0%
40.	Installation and maintenance of Reinforced Filter Barrier, as shown in plans, Complete in Place.	2,748	LF	\$ 1.25	\$ 3,435.00		\$ -	0.00	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
41.	Installation and maintenance of concrete truck washout area as shown in plans and according to SWPPP requirements, Complete in Place.	1	LS	\$ 1,000.00	\$ 1,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
42.	Construction staking services to be performed by Elevation Land Solutions in accordance with Exhibit CS and Special Conditions Part A of the contract.	1	LS	\$ 11,700.00	\$ 11,700.00		\$ -	1.00	\$ 11,700.00	1.00	\$ 11,700.00	100%
43.	Move-in and start-up, including all applicable permits, site security, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.	1	LS	\$ 38,000.00	\$ 38,000.00		\$ -	1.00	\$ 38,000.00	1.00	\$ 38,000.00	100%
44.	Regrading of existing side slope in north detention basin for outfall, as shown in plans. Complete in Place	1	LS	\$ 3,000.00	\$ 3,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
	Alternate Item (Haul Off)											
A1.	In lieu of Item 34, Excess soil excavation is to become property of the contractor and shall be hauled off site to be disposed of at a location which the contractor has a legal right to dispose of said material.	9,876	CY	\$ 20.00	\$ 197,520.00		\$ -	0.00	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
	Alternate Bid 1 (WS&D + Paving)											
	Paving Items											
P1.	Site preparation of fill areas, including stripping of topsoil, removal of vegetation, and stockpile.	25	AC	\$ 250.00	\$ 6,250.00		\$ -	25.00	\$ 6,250.00	25.00	\$ 6,250.00	100%
P2.	Roadway excavation. This is the volumetric difference between the existing surface and the proposed top of subgrade, inside the right of way. An estimated volume of 679 CY has been calculated as required fill behind back of curb (2') and is included in the excavation quantity. No adjustments will be made based on variance of actual quantities.	7,726	CY	\$ 2.00	\$ 15,452.00		\$ -	7,726.00	\$ 15,452.00	7,726.00	\$ 15,452.00	100%
P3.	Roadway fill. This is the volumetric difference between the existing surface and the proposed top of subgrade, inside the right of way. No adjustments will be made based on variance of actual quantities.	4,019	CY	\$ 2.00	\$ 8,038.00		\$ -	4,019.00	\$ 8,038.00	4,019.00	\$ 8,038.00	100%
P4.	Haul, spread, and compact (to 95%) excess roadway excavation on-site, to achieve final lot grades per the grading plan. Complete in Place.	3,028	CY	\$ 2.00	\$ 6,056.00		\$ -	3,028.00	\$ 6,056.00	3,028.00	\$ 6,056.00	100%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
P5.	Lot excavation to achieve final lot grades per the grading plan. This is the volumetric difference between the existing surface and the proposed surface, outside the right of way. No adjustments will be made based on variance of actual quantities.	396	CY	\$ 2.00	\$ 792.00		\$ -	396.00	\$ 792.00	396.00	\$ 792.00	100%
P6.	Lot fill to achieve final lot grades per the grading plan. This is the volumetric difference between the existing surface and the proposed surface, outside the right of way. No adjustments will be made based on variance of actual quantities.	13,300	CY	\$ 4.00	\$ 53,200.00		\$ -	13,300.00	\$ 53,200.00	13,300.00	\$ 53,200.00	100%
P7.	Spread and compact lot strippings across areas outside of future building pad areas, Complete in Place.	1	LS	\$ 14,000.00	\$ 14,000.00		\$ -	1.00	\$ 14,000.00	1.00	\$ 14,000.00	100%
P8.	Subgrade stabilization for concrete pavement including mixing, grading, and compaction, Complete in Place.	17,927	SY	\$ 3.00	\$ 53,781.00		\$ -	17,927.00	\$ 53,781.00	17,927.00	\$ 53,781.00	100%
P9.	Lime for 8" subgrade stabilization (8% application by dry weight), Complete in Place.	467	TON	\$ 185.00	\$ 86,395.00		\$ -	467.00	\$ 86,395.00	467.00	\$ 86,395.00	100%
P10.	6 - inch 4,000 psi reinforced concrete pavement, Complete in Place.	16,898	SY	\$ 42.75	\$ 722,389.50		\$ -	16,898.00	\$ 722,389.50	16,898.00	\$ 722,389.50	100%
P11.	6 - inch reinforced concrete curb, Complete in Place.	3,718	LF	\$ 3.40	\$ 12,641.20		\$ -	3,718.00	\$ 12,641.20	3,718.00	\$ 12,641.20	100%
P12.	4 x 12 - inch reinforced concrete curb, Complete in Place.	5,448	LF	\$ 3.40	\$ 18,523.20		\$ -	5,448.00	\$ 18,523.20	5,448.00	\$ 18,523.20	100%
P13.	Tie-in to existing pavement, Complete in Place.	1	EA	\$ 1,500.00	\$ 1,500.00		\$ -	1.00	\$ 1,500.00	1.00	\$ 1,500.00	100%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
P14.	Traffic buttons, striping, and markings as shown in plans, and in accordance with plan details, complete in place.	1	LS	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	0.00	\$ -	1.00	\$ 7,500.00	100%
P15.	Traffic signs, as shown in plans, Complete in Place.	15	EA	\$ 650.00	\$ 9,750.00	15.00	\$ 9,750.00	0.00	\$ -	15.00	\$ 9,750.00	100%
P16.	Traffic barricades, including the removal and replacement (if necessary) of existing barricades, and the installation and maintenance of proposed barricades as shown in plans, Complete in Place.	1	LS	\$ 1,000.00	\$ 1,000.00		\$ -	0.00	\$ -	0.00	\$ -	0%
P17.	Wheelchair Ramp, in accordance with plan details and ADA regulations, including concrete landing pad, Complete in Place.	18	EA	\$ 1,400.00	\$ 25,200.00	5.00	\$ 7,000.00	13.00	\$ 18,200.00	18.00	\$ 25,200.00	100%
P18.	PVC irrigation sleeves, as shown in plans, Complete in Place.	339	LF	\$ 30.00	\$ 10,170.00		\$ -	339.00	\$ 10,170.00	339.00	\$ 10,170.00	100%
	Additional Items											
P19.	1-year Brazoria County warranty bond for paving and storm improvements. Bond Value shall be equal to 25% of the permanent paving and storm improvements.	1	LS	\$ 20,000.00	\$ 20,000.00		\$ -	1.00	\$ 20,000.00	1.00	\$ 20,000.00	100%
P20.	Construction staking services to be performed by Manhard Consulting in accordance with Exhibit CS and Special Conditions Part A of the contract.	1	LS	\$ 14,000.00	\$ 14,000.00		\$ -	1.00	\$ 14,000.00	1.00	\$ 14,000.00	100%



Item	Description	Contract Quantity		Unit Price	Contract Amount	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
P21.	As-Built: Topo to be performed by Manhard Consulting in accordance with Exhibit CS and Special Conditions Part A of the contract.	1	LS	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	0.00	\$ -	1.00	\$ 4,500.00	100%
P22.	Move-in and start-up, including all applicable permits, site security, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.	1	LS	\$ 28,300.00	\$ 28,300.00		\$ -	1.00	\$ 28,300.00	1.00	\$ 28,300.00	100%
P23.	5' wide concrete sidewalk to be installed at locations and elevations shown in plans, Complete in Place.	45	LF	\$ 50.00	\$ 2,250.00	45.00	\$ 2,250.00	0.00	\$ -	45.00	\$ 2,250.00	100%
	Change Order No. 1				\$ 2,322,307.10							
CO1.1	Increase in material price - RCP. WS&D	1	LS	\$ 13,328.00	\$ 13,328.00		\$ -	1.00	\$ 13,328.00	1.00	\$ 13,328.00	100%
CO1.2	Increase in material price - Rebar. Paving	1	LS	\$ 16,142.56	\$ 16,142.56		\$ -	1.00	\$ 16,142.56	1.00	\$ 16,142.56	100%
CO1.3	Increase in material price - PVC. WS&D	1	LS	\$ 17,205.10	\$ 17,205.10		\$ -	1.00	\$ 17,205.10	1.00	\$ 17,205.10	100%
CO1.4	Quantity Overrun on Irrigation Sleeves. Paving	230	LF	\$ 30.00	\$ 6,900.00		\$ -	230.00	\$ 6,900.00	230.00	\$ 6,900.00	100%
	Change Order No. 1 Total				\$ 53,575.66							
	TOTALS			\$	2,375,882.76		\$ 34,948.00		\$ 2,077,449.76		\$ 2,112,397.76	

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Sierra Vista West Section 6

Job No. 610.020019.00

On receipt by the signer of this document of a check from Land Tejas Sierra West, LLC (maker of check) in the sum of \$ 33,200.60 payable to Principal Services, Ltd (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Land Tejas Sierra West, LLC (owner) located at See Plans (location) to the following extent: Water, Sanitary, and Drainage (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Principal Services, Ltd (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer. The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Company Name: Principal Services, Ltd

Date 6/24/2021

By: Kevin Burns

Title: C.O.O.

Signature: [Signature]

STATE OF TEXAS

§
§
§

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 24th day of June, 2021, by Kevin Burns,

C.O.O. of Principal Services, Ltd, for the consideration herein expressed, on behalf of same.

[Signature]
Notary Public in and for the

STATE OF TEXAS



AFFIDAVIT OF BILLS PAID

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Kevin Burns being first duly sworn, state that he is COO
of Principal Services, Ltd, Montgomery County of Texas, hereinafter call
"Contractor" and the said Contractor has performed work and/or furnished
for Land Tejas Sierra Vista West, LLC on behalf of Brazoria County Municipal Utility District No. 53
hereinafter called "Owner" pursuant to a contract dated
with the Owner (hereinafter called "Contract") for the construction of:

Project: Construction of Water, Sanitary, and Drainage Facilities for Sierra Vista West Section 6.

That all just and lawful invoices against the Contractor for Labor, Materials and expendable equipment employed in the performance of the Contract and have been paid in full prior to acceptance of payment from the Owner, and

That the Contractor agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Contractor has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

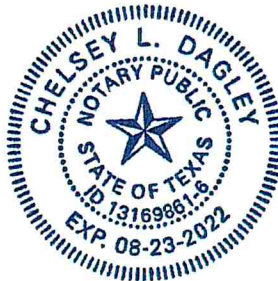
STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority on this day personally appeared Kevin Burns
of Principal Services, Ltd, a Texas corporation known to me to be the person and officer
whose name is subscribed to the foregoing instrument and acknowledged to me the executed the same as
the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity
therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 24th day of June, 2021

My Commission Expires:

08/23/2022



Chelsey Dagley
Notary Public for the State of Texas

May 17, 2021

Principal Services, Ltd.

27080 Mandell Road

Cleveland, TX 77328

Project: Construction of Water, Sanitary, Drainage and Paving Facilities for Sierra Vista West Section 6

Acknowledgement of payment:

I, Alfredo Amet, of Principal Services, Ltd. confirm that we have been paid for the following pay estimates listed below:

Pay Estimate #1	\$ 324,347.22
Pay Estimate #2	\$ 634,070.75
Pay Estimate #3	\$ 200,143.80
Pay Estimate #4	<u>\$ 647,315.55</u>
Total Paid to date	\$1,805,877.32

Signed:

Principal Services, Ltd.



By: Alfredo Amet, VP

Date: 5/17/21

Wednesday, July 7, 2021

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

Re: Crystal View Drive Phase 3
Brazoria County Municipal Utility District No. 53
Letter of Recommendation-Disbursement Request No. 1, July 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. 1 from Land Tejas Sierra Vista West, LLC, the disbursement of funds for Crystal View Drive Phase 3 Early Plat Recordation Release Agreement.

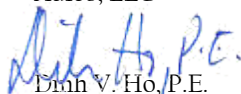
Elevation Land Solutions has provided copies of the approved pay estimates and supporting documents for our review. Below is a brief overview.

ESCROW AMOUNT:					\$	244,082.53
CONTINGENCY @ 10%:					\$	24,408.25
TOTAL ESCROW AND CONTINGENCY DEPOSIT					\$	268,490.78
	Date of Request	Request Subtotal	10% Contingency	Change Orders	Total Disbursement	Remaining Escrow
Disbursement Request No. 1	Jul-21	\$ 98,688.11	\$ 9,868.81		\$ 108,556.92	\$ 159,933.86
TOTALS		\$ 98,688.11	\$ 9,868.81	\$ -	\$ 108,556.92	\$ 159,933.86

Based on our review of the documentation provided, Adico, LLC has no objection to Disbursement No. 1 to Land Tejas in the amount of \$108,556.92. After Disbursement No. 1, the remaining balance is \$159,933.86.

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)
Ron Cox, City Manager (rcox@iowacolonytx.gov)
Larry Boyd, City Attorney (larryboyd@swbell.net)
Mike Christopher, Elevation Land Solutions (mchristopher@elevationlandsolutions.com)



MELANIE MANGEL
CHIEF FINANCIAL OFFICER

July 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 Crystal View Drive Phase 3 Draw #1-July

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	\$ 98,688.11	Crystal View Drive Phase 3
July Contingency Refund	<u>\$ 9,868.81</u>	
Total	\$ 108,556.92	

Please review the enclosed and if in agreement, recommend the City reimburse to Land Tejas Sierra Vista West, LLC the amount of \$108,556.92 of our escrowed funds. Wiring instructions are attached for your convenience.

Sincerely,


Melanie Mangel
Chief Financial Officer



ORIGINAL ESCROW SUMMARY				
<u>Construction Contract</u>	<u>Contractor</u>	<u>Contract Amount (A)</u>	<u>Change Orders (B)</u>	<u>Revised Contract Amount (A + B)</u>
1. Crystal View Drive Phase 3	Rodriguez Construction	1,630,400.00	\$ (74,245.35)	\$ 1,556,154.65
				\$ 244,082.53
				\$ 244,082.53

10% Contingency	Total Escrow	Total Refund to Date	July Draw Request	July Contingency Refund	July Refund	Remaining Escrow Balance	Deduction of Change Order Not Escrowed	July Refund (Net of Required Cash Deposit For CO)	Remaining Escrow Balance
\$ 24,408.25	\$ 268,490.78	\$ -	\$ (98,688.11)	\$ (9,868.81)	\$ (108,556.92)	\$ 159,933.86		\$ (108,556.92)	\$ 159,933.86
\$ 24,408.25	\$ 268,490.78	\$ -	\$ (98,688.11)	\$ (9,868.81)	\$ (108,556.92)	\$ 159,933.86	\$ -	\$ (108,556.92)	\$ 159,933.86
	\$ 268,490.78								

P:\Data\757 Land Tejas Sierra Vista West, LLC\MONTHLY DRAW\COIC\CVD Ph III\SV West CVD Ph 3 Escrow Draw #1



June 30, 2021

Brazoria County Municipal Utility District No. 53
C/O Allen Boone Humphries Robinson, LLP
3200 Southwest Freeway, Suite 2600
Houston, TX 77027

Attention: Mr. Tim Austin

Re: Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III
Brazoria County Municipal Utility District No. 53
Future Bond Issue

Dear Mr. Austin,

Enclosed is Pay Estimate No. 5 submitted by Rodriguez Construction Group, LLC for the referenced project covering work performed between the period of 1/23/2021 to 6/30/2021. Included with this estimate is the Conditional Waiver, Unconditional Waiver, and Affidavit of Bills Paid and Consent.

As of 6/30/2021, the project was approximately 95% complete by contract amount and 267% complete by contract time. Our field project representative periodically observed the work performed by Rodriguez Construction Group, LLC.

The Pay Estimate was reviewed by our field project representative under our supervision. To the best of our knowledge, all work has been performed in accordance with the approved construction plans and contract specifications. The quantities in this estimate reflect the work performed by Rodriguez Construction Group, LLC during the subject period and therefore, we recommend payment in the amount of **\$98,688.11** for this estimate. The breakdown is **\$3,491.25** for WS&D and **\$95,196.86** for Paving with an applied 5% retainage rate.

Sincerely,

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

DLD/ln

P:\020 Sierra Vista West Development\009 Crystal View Drive Ph. III WSD & Paving\Documents\Crystal View Drive Phase III - Construction\Pay Estimates\Crystal View Drive Phase III - Cover Letter - ELS.doc

CC: Josh Wadley – Land Tejas Sierra Vista West, LLC
TCEQ Houston / TCEQ Austin



PAY ESTIMATE SUMMARY

Owner: Brazoria County Municipal Utility District No. 53
 Contractor: Rodriguez Construction Group, LLC

Project: Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III
 Job No: 610.020009.00
 Engineer: Elevation Land Solutions
 NTP Date: November 2, 2020
 Contract Duration: 90 Calendar Days
 Contract Completion: January 31, 2021
 Current Period: 1/23/2021 - 6/30/2021

CHANGE ORDER SUMMARY

NO.	DATE	CONTRACT DURATION	AMOUNT
CO 1	12/3/2020	-	\$ (74,245.35)
Net Change:			\$ (74,245.35)

The current status on the account for this Contract is as follows:

1. Original Contract Total	\$ 1,630,400.00
2. Net Changes by Change Order	\$ (74,245.35)
3. Contract Sum to Date (Line 1 + 2)	\$ 1,556,154.65
4. Total Completed & Stored to Date	\$ 1,485,010.78
5. Retainage	
a. 5% of Completed Work	\$ 74,250.54
Total Retainage(Lines 5a +5b)	\$ 74,250.54
6. Total Earned Less Retainage	\$ 1,410,760.24
(Line 4 Less Line 5 Total)	
7. Less Previous Certificates for Payment	\$ 1,312,072.12
(Line 6 from Prior Certificate)	
8. Current Payment Due	\$ 98,688.11
9. Balance to Finish, Including Retainage	
(Line 3 Less Line 6)	\$ 145,394.41

*Percent Complete by Duration 267%
 *Percent Complete by Cost 95%



Owner: Brazoria County Municipal Utility District No. 53
Contractor: Rodriguez Construction Group, LLC
Project: Construction of Water, Sanitary, Drainage and Paving Facilities for Crystal View Drive Phase III
Job No.: 610.020009.00

Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
1.	SANITARY SEWER IMPROVEMENTS 8 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	175.00	LF	\$ 54.11	\$ 9,469.25		\$ -	175.00	\$ 9,469.25	175.00	\$ 9,469.25	100%
2.	12 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	145.00	LF	\$ 58.23	\$ 8,443.35		\$ -	145.00	\$ 8,443.35	145.00	\$ 8,443.35	100%
3.	18 - inch SDR-26 ASTM D-3034 pipe, at all depths, including plugs, connections, standard bedding, backfill and testing, Complete in Place.	465.00	LF	\$ 128.78	\$ 59,882.70		\$ -	465.00	\$ 59,882.70	465.00	\$ 59,882.70	100%
4.	8 - Inch Force Main, AWWA C-900 Class 150 pipe, at all depths, including standard bedding, backfill and testing, Complete in Place.	3,600.00	LF	\$ 27.35	\$ 98,460.00		\$ -	515.00	\$ 14,085.25	515.00	\$ 14,085.25	14%
5.	Sanitary sewer manhole, at all depths, including final rim elevation adjustment, Complete in Place.	6.00	EA	\$ 3,150.00	\$ 18,900.00		\$ -	6.00	\$ 18,900.00	6.00	\$ 18,900.00	100%
6.	Epoxy coating applied to the interior of the manhole in accordance with the plan details and technical specifications, Complete in Place.	1.00	EA	\$ 2,625.00	\$ 2,625.00		\$ -	0.00	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
7.	Internal drop connection, as shown in plans, Complete in Place.	1.00	EA	\$ 2,992.50	\$ 2,992.50		\$ -	0.00	\$ -	0.00	\$ -	0%
8.	Flomatic 6 - inch eccentric plug valve, Flo-E-Centric Model 54-4MJ or approved equivalent, Complete in Place.	2.00	EA	\$ 3,675.00	\$ 7,350.00		\$ -	0.00	\$ -	0.00	\$ -	0%
	WATER IMPROVEMENTS											
9.	8 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	185.00	LF	\$ 45.61	\$ 8,437.85		\$ -	185.00	\$ 8,437.85	185.00	\$ 8,437.85	100%
10.	12 - inch C900 AWWA (DR18) waterline including all bends, fittings, gate valves and other water appurtenances, Complete in Place.	1,950.00	LF	\$ 30.45	\$ 59,377.50		\$ -	1,950.00	\$ 59,377.50	1,950.00	\$ 59,377.50	100%
11.	8 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	135.00	LF	\$ 32.24	\$ 4,352.40		\$ -	135.00	\$ 4,352.40	135.00	\$ 4,352.40	100%
12.	12 - inch C-900 AWWA (DR18) waterline with restrained joint fittings, including all bends, gate valves and other water appurtenances, Complete in Place.	390.00	LF	\$ 54.39	\$ 21,212.10		\$ -	390.00	\$ 21,212.10	390.00	\$ 21,212.10	100%
13.	2 - inch blow off valve and box, including plug and clamp, Complete in Place.	6.00	EA	\$ 393.75	\$ 2,362.50		\$ -	6.00	\$ 2,362.50	6.00	\$ 2,362.50	100%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
14.	Standard Flush Valve apparatus including all leads, tees, valves, fittings, thrust blocking, and final elevation adjustment, Complete in Place.	8.00	EA	\$ 4,226.25	\$ 33,810.00		\$ -	8.00	\$ 33,810.00	8.00	\$ 33,810.00	100%
15.	Wet connection to existing 12" waterline, including removal of blow off valve and box, Complete in Place.	2.00	EA	\$ 472.50	\$ 945.00		\$ -	2.00	\$ 945.00	2.00	\$ 945.00	100%
	STORM SEWER IMPROVEMENTS											
16.	24 - inch RCP, ASTM C-76, Class III, at all depths, Complete in Place.	2,890.00	LF	\$ 56.55	\$ 163,429.50		\$ -	2,771.00	\$ 156,700.05	2,771.00	\$ 156,700.05	96%
17.	24 - inch RCP, ASTM C-76, Class III, storm sewer leads, Complete in Place.	810.00	LF	\$ 70.14	\$ 56,813.40		\$ -	810.00	\$ 56,813.40	810.00	\$ 56,813.40	100%
18.	Type "C-2" inlets including both first and second stage construction, Complete in Place.	2.00	EA	\$ 2,362.50	\$ 4,725.00		\$ -	2.00	\$ 4,725.00	2.00	\$ 4,725.00	100%
19.	Type "D" inlets including both first and second stage construction, Complete in Place.	1.00	EA	\$ 1,732.50	\$ 1,732.50		\$ -	1.00	\$ 1,732.50	1.00	\$ 1,732.50	100%
20.	Type "E" inlets including both first and second stage construction, and final throat adjustments, Complete in Place.	2.00	EA	\$ 3,097.50	\$ 6,195.00		\$ -	0.00	\$ -	0.00	\$ -	0%
21.	Type "H-2" inlets including both first and second stage construction, Complete in Place.	22.00	EA	\$ 2,362.50	\$ 51,975.00		\$ -	22.00	\$ 51,975.00	22.00	\$ 51,975.00	100%
22.	Type "C" Manhole for 18-42 inch pipe, including final rim elevation adjustment, Complete in Place.	14.00	EA	\$ 1,995.00	\$ 27,930.00		\$ -	14.00	\$ 27,930.00	14.00	\$ 27,930.00	100%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
23.	Type "C" Cast in Place Manhole for 18-42 inch pipe, including tie in to existing 5'x5' RCB as shown in plans, Complete in Place.	2.00	EA	\$ 1,627.50	\$ 3,255.00		\$ -	2.00	\$ 3,255.00	2.00	\$ 3,255.00	100%
24.	Type "C" Manhole for 18-42 inch pipe, with E-Inlet Top, Complete in Place.	1.00	EA	\$ 2,625.00	\$ 2,625.00		\$ -	1.00	\$ 2,625.00	1.00	\$ 2,625.00	100%
25.	5 - inch thick, reinforced concrete slope paving, including reinforcing bar, expansion joints, toe walls, weep holes and all items incidental to construction, Complete in Place.	1.00	LS	\$ 3,675.00	\$ 3,675.00	1.00	\$ 3,675.00	0.00	\$ -	1.00	\$ 3,675.00	100%
26.	Construct Articulated Concrete Block extreme event swale including establishing vegetation, excavation, grading, and compaction as shown in plans, Complete in Place.	310.00	SY	\$ 63.00	\$ 19,530.00		\$ -	0.00	\$ -	0.00	\$ -	0%
27.	PAVING ITEMS Roadway excavation. Haul, spread, and compact excavation on-site per the grading plan. Compaction shall be 95% ASTM-D 698. Contractor shall complete lot grading per the grading plan. No adjustments will be made based on variance of actual quantities.	4,600.00	CY	\$ 4.73	\$ 21,758.00		\$ -	4,600.00	\$ 21,758.00	4,600.00	\$ 21,758.00	100%
28.	Subgrade preparation for concrete pavement including mixing, grading, and compaction, Complete in Place.	12,405.00	SY	\$ 3.73	\$ 46,270.65		\$ -	12,405.00	\$ 46,270.65	12,405.00	\$ 46,270.65	100%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
29.	Lime for subgrade (9 % application by dry weight), Complete in Place.	461.00	TON	\$ 189.00	\$ 87,129.00	9.00	\$ 1,701.00	461.00	\$ 87,129.00	470.00	\$ 88,830.00	102%
30.	7 - inch 4,000 psi reinforced concrete pavement, Complete in Place.	11,730.00	SY	\$ 43.58	\$ 511,193.40	555.00	\$ 24,186.90	11,175.00	\$ 487,006.50	11,730.00	\$ 511,193.40	100%
31.	6 - inch concrete curb, Complete in Place.	5,065.00	LF	\$ 3.41	\$ 17,271.65	120.00	\$ 409.20	4,945.00	\$ 16,862.45	5,065.00	\$ 17,271.65	100%
32.	Tie-in to existing pavement, Complete in Place.	1.00	EA	\$ 1,260.00	\$ 1,260.00		\$ -	1.00	\$ 1,260.00	1.00	\$ 1,260.00	100%
33.	3.5 - inch hot mix asphalt Type D per TxDOT Specification Item 340, Complete in Place.	650.00	SY	\$ 39.90	\$ 25,935.00	650.00	\$ 25,935.00	0.00	\$ -	650.00	\$ 25,935.00	100%
34.	10 - inch crushed limestone base per TxDOT Specification Item 247, Complete in Place	650.00	SY	\$ 23.63	\$ 15,359.50	650.00	\$ 15,359.50	0.00	\$ -	650.00	\$ 15,359.50	100%
35.	Traffic buttons, striping, and markings as shown in plans, and in accordance with plan details, complete in place.	1.00	LS	\$ 13,125.00	\$ 13,125.00		\$ -	0.00	\$ -	0.00	\$ -	0%
36.	Traffic signs, as shown in plans, Complete in Place.	8.00	EA	\$ 430.50	\$ 3,444.00	8.00	\$ 3,444.00	0.00	\$ -	8.00	\$ 3,444.00	100%
37.	Traffic barricades, including the removal and replacement (if necessary) of existing barricades, and the installation and maintenance of proposed barricades as shown in plans, Complete in Place.	1.00	LS	\$ 5,775.00	\$ 5,775.00	0.50	\$ 2,887.50	0.50	\$ 2,887.50	1.00	\$ 5,775.00	100%
38.	Wheelchair Ramp, in accordance with plan details and ADA regulations, including concrete landing pad, Complete in Place.	9.00	EA	\$ 1,312.50	\$ 11,812.50	2.00	\$ 2,625.00	7.00	\$ 9,187.50	9.00	\$ 11,812.50	100%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
39.	Traffic control plan, including the installation, maintenance, and removal of all traffic control items as shown in plans, Complete in Place.	1.00	LS	\$ 2,625.00	\$ 2,625.00	1.00	\$ 2,625.00	0.00	\$ -	1.00	\$ 2,625.00	100%
40.	PVC irrigation sleeves, as shown in plans, Complete in Place.	112.00	LF	\$ 17.33	\$ 1,940.96		\$ -	112.00	\$ 1,940.96	112.00	\$ 1,940.96	100%
	ADDITIONAL ITEMS											
41.	Trench safety system, all depths, Complete in Place	7,045.00	LF	\$ 0.11	\$ 774.95		\$ -	7,045.00	\$ 774.95	7,045.00	\$ 774.95	100%
42.	Well point system for dewatering trenches, Complete in Place. (Min. \$20 Bid)	540.00	LF	\$ 30.00	\$ 16,200.00		\$ -	540.00	\$ 16,200.00	540.00	\$ 16,200.00	100%
43.	Wet sand construction for wet unstable trenches. (Min. \$15 Bid)	540.00	LF	\$ 20.00	\$ 10,800.00		\$ -	540.00	\$ 10,800.00	540.00	\$ 10,800.00	100%
44.	Wet sand construction for manholes at depths of 12 feet or greater, as directed by Engineer, Complete in Place.	4.00	EA	\$ 1,050.00	\$ 4,200.00	3.00	\$ 3,150.00	1.00	\$ 1,050.00	4.00	\$ 4,200.00	100%
45.	Spread and compact utility spoils On-site, including preparation of fill areas, hauling, spreading, grading as shown in plans and compacting to 95%, as directed by Engineer, Complete in Place.	7,494.00	CY	\$ 3.15	\$ 23,606.10		\$ -	7,494.00	\$ 23,606.10	7,494.00	\$ 23,606.10	100%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
46.	Installation and maintenance of stabilized construction entrance as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	EA	\$ 1,575.00	\$ 1,575.00		\$ -	1.00	\$ 1,575.00	1.00	\$ 1,575.00	100%
47.	Installation and maintenance of Inlet Protection Barrier as shown on plan and in accordance plan details, including Stage 1 & 2 inlets, Complete in Place.	28.00	EA	\$ 52.50	\$ 1,470.00		\$ -	22.00	\$ 1,155.00	22.00	\$ 1,155.00	79%
48.	Hydromulch areas within ROW and medians.	2.00	AC	\$ 1,422.75	\$ 2,845.50	1.50	\$ 2,134.13	0.00	\$ -	1.50	\$ 2,134.13	75%
49.	Reinforced Filter Barrier	7,465.00	LF	\$ 1.31	\$ 9,779.15		\$ -	5,200.00	\$ 6,812.00	5,200.00	\$ 6,812.00	70%
50.	Installation and maintenance of concrete truck washout area as shown in plans and according to SWPPP requirements, Complete in Place.	1.00	LS	\$ 840.00	\$ 840.00		\$ -	1.00	\$ 840.00	1.00	\$ 840.00	100%
51.	1-year Brazoria County warranty bond for paving and storm improvements. Bond Value shall be equal to 25% of the permanent paving and storm improvements.	1.00	LS	\$ 15,750.00	\$ 15,750.00	1.00	\$ 15,750.00	0.00	\$ -	1.00	\$ 15,750.00	100%
52.	Construction staking services to be performed by Contractor. Control to be provided by Manhard Consulting.	1.00	LS	\$ 12,810.00	\$ 12,810.00		\$ -	1.00	\$ 12,810.00	1.00	\$ 12,810.00	100%
53.	As-Built Topo to be performed by Contractor, including utility stub out flow lines, flowlines of proposed extreme event swale, elevations of gutter and top of curb at pavement stubouts.	1.00	LS	\$ 4,725.00	\$ 4,725.00		\$ -	0.00	\$ -	0.00	\$ -	0%



Item	Description	Contract Quantity	Unit	Unit Price	Contract Cost	This Estimate		Previous Estimates		Total To Date		% Complete
						Qty	Total Amount	Qty	Total Amount	Qty	Total Amount	
54.	Move-in and start-up, including all applicable permits, insurance, and performance, payment, and maintenance bonds for 100 percent (100%) of the contract amount.	1.00	LS	\$ 79,619.09	\$ 79,619.09		\$ -	1.00	\$ 79,619.09	1.00	\$ 79,619.09	100%
	TOTAL - BASE BID				\$ 1,630,400.00		\$ 103,882.23		\$ 1,376,578.55		\$ 1,480,460.78	
	CHANGE ORDER NO. 1											
CO1.1	Safety End Treatment for 24" RCP Culvert.	2.00	EA	\$ 1,500.00	\$ 3,000.00		\$ -	2.00	\$ 3,000.00	2.00	\$ 3,000.00	100%
CO1.2	External 12" sanitary drop assembly for sanitary manhole T-2	1.00	EA	\$ 1,550.00	\$ 1,550.00		\$ -	1.00	\$ 1,550.00	1.00	\$ 1,550.00	100%
	TOTALS					\$	103,882.23	\$	1,381,128.55	\$	1,485,010.78	

Copy

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS §
 §
COUNTY OF Brazoria §

Roy Rodriguez being first duly sworn, state that he is President
of Rodriguez Construction Group LLC, Fort Bend County of Texas, hereinafter call
"Contractor" and the said Contractor has performed work and/or furnished
for Land Tejas Sierra Vista West LLC
hereinafter called "Owner" pursuant to a contract dated
with the Owner (hereinafter called "Contract") for the construction of:

Project: Crystal View Drive Phase III, WSD&P

That all just and lawful invoices against the Contractor for Labor, Materials and expendable equipment employed in the performance of the Contract and have been paid in full prior to acceptance of payment from the Owner, and

That the Contractor agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

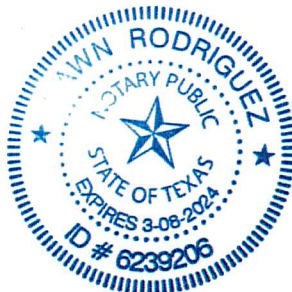
That the Contractor has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

STATE OF TEXAS
COUNTY OF Fort Bend

BEFORE ME, the undersigned authority on this day personally appeared Roy Rodriguez
of Rodriguez Construction Group LLC, a Texas corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me the executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 29nd day of June, 2021

My Commission Expires:
03/08/2024



Dawn Rodriguez
Notary Public for the State of Texas

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Crystal View Dr. PH III WSD&P

Job No. 610.020009.00

On receipt by the signer of this document of a check from Land Tejas Sierra Vista West LLC (maker of check) in the sum of \$ 98,688.12 payable to Rodriguez Construction Group LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Land Tejas Sierra Vista West LLC (owner) located at Rosharon, Texas (location) to the following extent: Crystal View Dr. PH III WSD&P (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Land Tejas Sierra Vista West LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer. The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Company Name: Rodriguez Construction Group LLC

Date 6/29/2021

By: Roy Rodriguez

Title: President

Signature: [Signature]

STATE OF TEXAS

§
§
§

COUNTY OF Fort Bend

This instrument was acknowledged before me on the 29nd day of June, 2021, by Roy Rodriguez,

President of Rodriguez Construction Group LLC., for the consideration herein expressed, on behalf of same.

[Signature]
Notary Public in and for the

STATE OF TEXAS

