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B.	DEBRIS REMOVAL	
C.	MOWING/TREE TRIMMING	
	Iowa Colony	cut Grass in Iowa Colony
	Iowa Colony	Tree down
	Iowa Colony @ Meridiana school	Tree down
	288@ CR 56	Mow Grass
D.	STREET REPAIRS	
	Iowa Colony blvd. @Meridana pkwy	Curb repair
	8318 pursley	pothole
	Iowa Colony Blvd. @ Hwy 6	Potholes

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

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**CITY OF IOWA COLONY
NOTICE OF PUBLIC HEARING ON OCTOBER 18, 2021,
ON UNIFIED DEVELOPMENT CODE AND ZONING ORDINANCE**

The Iowa Colony City Council will continue a public hearing at **7:00 p.m. on October 18, 2021**, each in the Council Chambers at the Iowa Colony City Hall, 12003 Iowa Colony Boulevard, Iowa Colony, Texas on amending the Unified Development Code and the Zoning Ordinance on: (1) regulations, procedures, and authority under those ordinances for the City Council, Building Codes Board of Appeals, Zoning Board of Adjustment, Planning and Zoning Commission, and other boards and commissions; and (2) building transparency, build-to lines, external building requirements, and other building regulations. All interested persons may be heard concerning these matters.

Kayleen Rosser
City Secretary

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MEMORANDUM

Date: October 11, 2021
To: Mayor Michael Byrum-Bratsen
City Council Members
From: Dinh V. Ho, P.E.
RE: COIC Council Meeting – October 2021 Engineer's Report
cc: Robert Hemminger, Kayleen Rosser

The following is a status report of various engineering items:

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

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

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

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- Land Tejas is planning to amend the Plan of Development and expect to resubmit to the City.
3. AMES ROAD BRIDGE
 - Subject to Environmental Clearance – The environmental report has been resubmitted to GLO. Expect approval within 60 days per Grantworks. We will start bidding the project thereafter.
4. ROADWAY REPAIRS
 - Interlocal with BC Agreement for FY 2020-2021 was approved 9/14/21. Awaiting schedule for construction.
 - BC completed Ruth Road and portions of Cedar Rapids (CR 57) approximately 200'.
 - The City received confirmation from Brazoria County for CDBG-HUD funds. The City allocation this year is \$140,000. Staff has identified CR 382 as the road to be repaired for this funding. Note, funds must be used for areas that meets the Low to Moderate income level. This has been submitted to the County. This project has not been started.
 - Jeremy is awaiting a schedule from Brazoria County on when these improvements will be started.
5. GRANTS UPDATE
 - TWBD- FIF GRANT – Master Drainage Plan
 - i. Project has been funded by TWBD.
 - ii. Plan is to kickoff the project first week in October with the Advisory Committee.
6. CONSTRUCTION PROJECT STATUS:
 - A. *MERIDIANA SUBDIVISION – RISE COMMUNITIES*
 - Active construction projects
 - Meridiana Ph 3 Well Site Park – 99% complete. Punchlist items being completed.
 - BCMUD 55 MER WWTP Exp to 0.48 MGD- complete, agenda item.

- WFCB Detention Basin O and P and Earthwork – Mobilized.
- Water Plant Booster Pump – complete, agenda item.

B. STERLING LAKES – LAND TEJAS

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

C. SIERRA VISTA - LAND TEJAS

- Active construction projects
 - Meridiana Parkway Phase 5 – 95% complete
 - Meridiana Parkway Phase 6 – 95% complete
 - Meridiana Parkway Traffic Signal – 30% complete. 11 of 12 piers has been installed. Bored conduits for the wiring. Conflict with the overhead lines at Sterling Lakes entrance.

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 walk.
 - BCMUD 53 WWTP- 90% complete. Awaiting punchlist completion.
 - BCMUD 53 Offsite Lift Station – 90% complete. Awaiting punchlist completion.
 - Sierra Vista West Section 4 – 90% complete. Awaiting punchlist completion.
 - Sierra Vista West Section 5 – 85% complete.
 - Sierra Vista West Section 7 – 25% complete.

E. OTHER CONSTRUCTION PROJECTS

- AISD H.S. No. 4 – 90% of civil complete internally.
- Davenport/Discovery Drive – 20% complete..
- City has closed on Ms. Lopez ROW acquisition. We are awaiting legal documents to acquire Ms. Rodriguez tract.

7. OTHER ITEMS:

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



IOWA COLONY POLICE DEPARTMENT

12003 Iowa Colony Blvd.
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

Monthly Report September 2021

Offense	Reported
Burglary	2
Theft	4
Robbery	0
Total Index Crimes Reported	6
Reports Taken	
Misdemeanor	11
Felony	3
Charges Filed/Arrests	
Misdemeanor	5
Felony	0
Outside Agency Warrant Arrest	0
Traffic Enforcement	
Citations	259
Warnings	16
Crash Investigations	
Minor Crashes	8
Major Crashes	4
Fatality Crashes	0
Calls for Service	
Alarms	46
Assist Other Agency	95
Disturbance	11
Fire	2
Other	222
Security Checks	621
Suspicious Activity/Persons	22

Significant Events

- September 2 – Officers were dispatched to the area of SH 288 near Meridiana Pkwy for a vehicle traveling in the wrong lane of traffic. Officers located the vehicle and conducted a traffic stop. The driver was arrested for Reckless Driving and Unlawfully Carrying a Weapon.
- September 2 – Officer was dispatched to the 9900 block of Blue Sapphire Dr. in regards to a disturbance. Upon arrival an arrest was made for Violation of a Protective Order.
- September 2 – Officer was dispatched to the 9700 block of Clear Diamond Dr. in for a criminal mischief report. A warrant was obtained for the suspect and he was later arrested.



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- September 5 – Officer was dispatched to a disturbance in the 2700 block of Diamond Vista Dr. An arrest was made for Assault.
 - September 15 – Officer was dispatched to the 9700 block of Clear Diamond Dr for a disturbance. An arrest was made for Assault.
 - September 22 – Officer was dispatched to the 10100 block of Blythe St regarding a vehicle that was broken into. A report was taken for Burglary of a Vehicle and Theft of a Firearm. An investigation is ongoing.

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September 2021

CODE COMPLIANCE / ANIMAL CONTROL

Completed a total of 42 Calls for Service, for Code Compliance & Animal Control

City Ordinance Violations	11	<ul style="list-style-type: none">• Home Business Inspection 2800 CR 62 - Fail• Vent Hood Inspect – 3700 Davenport – Pass• Junk Vehicles (4) – Pending• Illegal Driveway – 2500 CR 62 – Pending• Insect/Bee Hive – 9900 Blue Sapphire Abated• Pool Inspect – 4000 Cedar Rapids – Fail• Trash/Debris Fence Issue – 9400 Bronze Shore – Pending• Re-Inspect 2800 CR 62 - Pass
		<ul style="list-style-type: none">• Total of (31) Stake/Bandit Signs removed & disposed of - Abated• Signs picked up throughout the city in ROW
Stake/Bandit Signs	7	
Special Assignments	5	<ul style="list-style-type: none">• Working ICPD Dispatch 9-6-21 / 9-10-21• Dropping off Supplies 5814 Milwee Houston• Picking up Supplies 150 Bennington Houston• Object in Roadway 12200 Iowa Colony Blvd
Bite Cases	1	<ul style="list-style-type: none">• 9500 Emerald Lakes Dr – 10 day Home Quarantine – No Further Action Required• No Sign of disease – Case Closed
Loose Livestock	4	
		<ul style="list-style-type: none">• 7000 Iowa Colony Blvd - Cows• 4700 Bullard – Horse



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- 4100 Cedar Rapids – Billy Goat
 - 9000 Puritan Way – Cows
- All livestock returned to their pastures**

Assist Public
Works/ other
Agency

- Assist PW unlock gate CR 383
- Assist EMS with dog in home
- Assist Manvel Code Enforcement Food truck complaint

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

MONTHLY REPORT- SEPTEMBER 2021

October 6, 2021

Mayor and Council,

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

Building Department

Inspections Conducted-

Building Inspections-	379
Plumbing Inspections -	370
Mechanical Inspections-	132
Electrical Inspections-	324

Total- 1205

Total Fees Collected-

Initial Fees-	\$252,334.40
Re- Inspection Fees-	\$3,950.00
Convenience Fee-	\$4,595.41

Total- \$260,879.81

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Fire Marshal

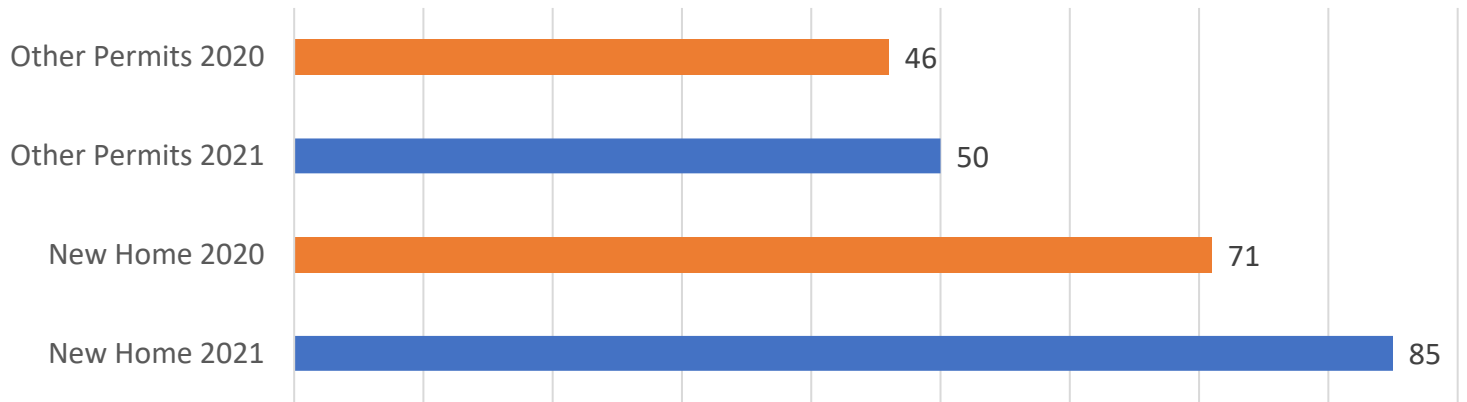
Conducted several hydro-static inspections to the last areas of sprinkler pipe in the new high school. I also conducted vent hood inspections to all vent hood's which includes the main kitchen and the culinary kitchen, I also did the first layer of the fire blanket for the kitchen grease ducts.

Thanks,

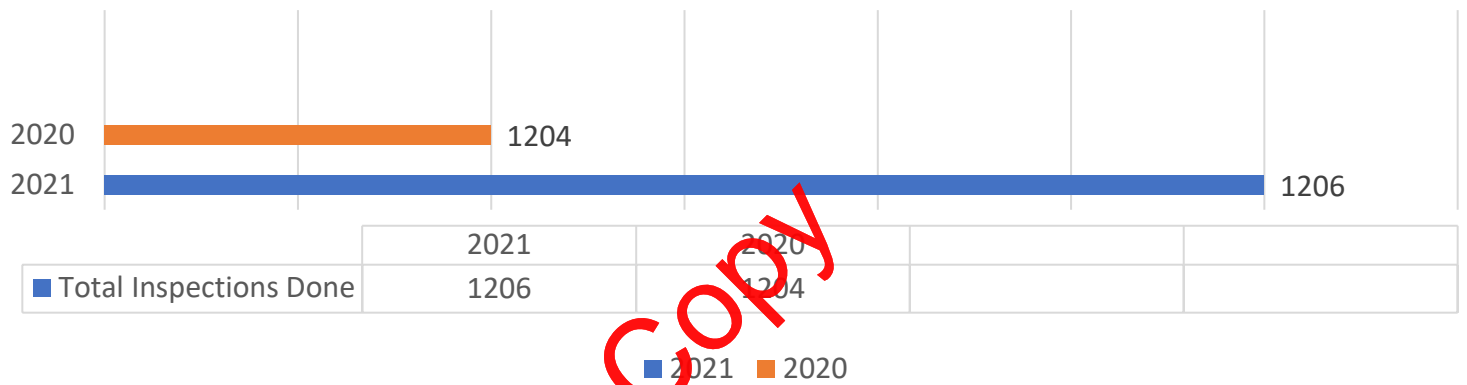
A handwritten signature in black ink, appearing to be "Albert Cantu".

Albert Cantu, Fire Marshal/Building Official

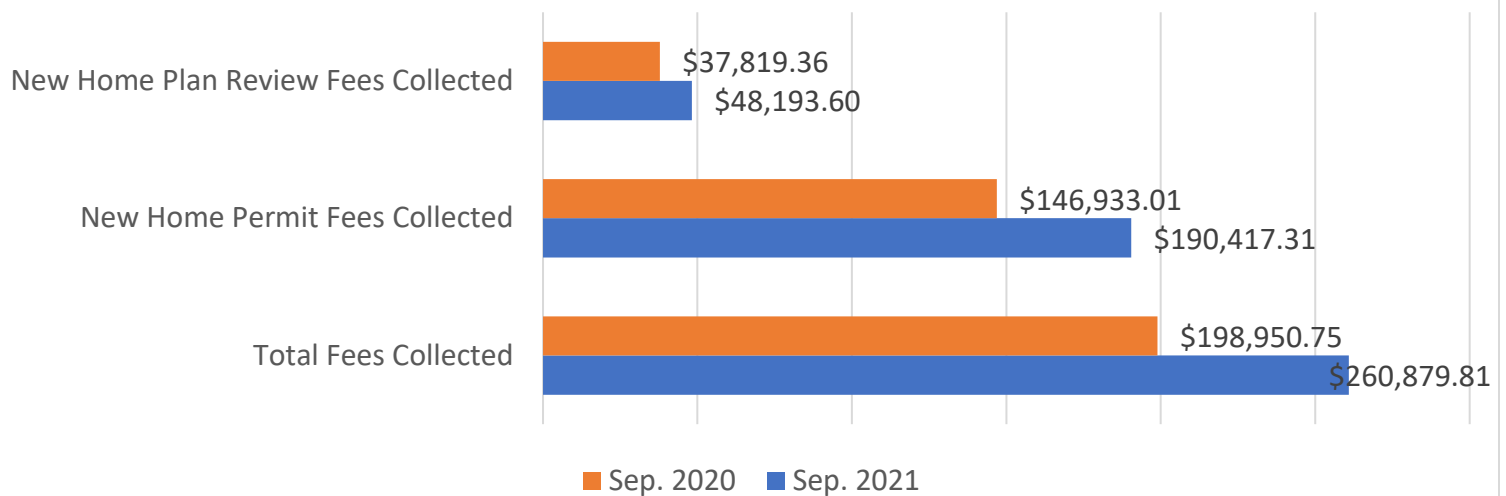
Permits Issued - September



Inspections Completed - September



Fees Collected – September



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

	Sep 30, 21
ASSETS	0.00
LIABILITIES & EQUITY	
Equity	
American Rescue Plan Fund	400,545.99
Baseball Field Reserve	1,712.50
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
Disaster Contingencies Fund	98,076.00
DR Horton/MUD 87	14,348.28
Early Plat- SVW Section 3	-0.01
Early Plat - Sierra V W Sec 5	492,629.94
Early Plat SVW Sub Sec 4	185,708.60
Formosa/Lav pipeline-TRC	10,826.04
M2E3/EnterprisePipeline	-24,533.24
Meridiana Escrow	4,345.00
Meritage/Rise - BCMUD 57	11,177.60
Old Airline Market- Axis Dev.	207.50
Police Training Fund	4,840.65
Road Work Fund	277,168.00
Sierra Vista- Land Tejas	10,725.00
Sierra Vista West- Land Tejas	40,460.67
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	11,039.09
1002401 - Capital Contribution-CR 64	1,731,000.00
1002406 - Early Platting Escrow Sec. 43	-0.01
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	4,354,506.24
TOTAL LIABILITIES & EQUITY	4,354,506.24

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

	Oct '20 - Sep 21	Budget	\$ Over Budget	% of Budget
Income				
4100 · GENERAL REVENUE				
4109 · Mixed Beverage Tax	619.63	2,000.00	-1,380.37	31.0%
4110 · City Sales Tax	431,427.81	350,000.00	81,427.81	123.3%
4120 · Property Tax	1,950,946.14	1,164,165.53	786,780.61	167.6%
4121 · Delinquent Property Tax	39,499.31	35,000.00	4,499.31	112.9%
4130 · Property Tax - TIF - 70%	730,282.19	0.00	730,282.19	100.0%
4131 · Delinquent Tax - TIF - 70%	3,611.02	0.00	3,611.02	100.0%
4132 · City Property TIF 30%	312,978.10	0.00	312,978.10	100.0%
4133 · City Property Delinquent TIF 30%	1,547.57	0.00	1,547.57	100.0%
4134 · Intermodel Ship. Container	4,439.87	2,000.00	2,439.87	222.0%
Total 4100 · GENERAL REVENUE	3,475,351.64	1,553,165.53	1,922,186.11	223.8%
4122 · OTHER REVENUE				
4124 · Accident Reports	166.00	0.00	166.00	100.0%
4126 · MUD 31 Annexation				
MUD 31 Pub. Safety Contr.	0.00	250,000.00	-250,000.00	0.0%
MUD 32 Pub. Safety Contr.	0.00	250,000.00	-250,000.00	0.0%
4126 · MUD 31 Annexation - Other	0.00	0.00	0.00	0.0%
Total 4126 · MUD 31 Annexation	0.00	500,000.00	-500,000.00	0.0%
4122 · OTHER REVENUE - Other	4,602.82	0.00	4,602.82	100.0%
Total 4122 · OTHER REVENUE	4,768.82	500,000.00	-495,231.18	1.0%
4125 · Arrest Fees	39.76	0.00	39.76	100.0%
4200 · BUILDING & CONSTRUCTION PERMITS				
4201 · Building Construction Permits	1,936,984.48	1,375,000.00	561,984.48	140.9%
4202 · Trade Fees	87,551.45	40,000.00	47,551.45	218.9%
4203 · Reinspection Fees	40,000.00	25,000.00	15,000.00	160.0%
4204 · Signs	600.00	2,500.00	-1,900.00	24.0%
4205 · Misc Permits	6,159.44	1,000.00	5,159.44	615.9%
4206 · Dirt Work Permits	750.00	1,500.00	-750.00	50.0%
4207 · Driveway Permits	1,150.00	3,000.00	-1,850.00	38.3%
4210 · Culvert Permit	450.00	1,000.00	-550.00	45.0%
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	1,400.00			
Total 4200 · BUILDING & CONSTRUCTION PERMITS	2,077,620.37	1,452,000.00	625,620.37	143.1%
4300 · PLAT FEES				
4301 · Preliminary Plat Fees	75,840.00	75,000.00	840.00	101.1%
4302 · Final Plat Fees	42,570.00	40,000.00	2,570.00	106.4%
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	103,815.71	300,000.00	-196,184.29	34.6%
Total 4300 · PLAT FEES	232,765.71	417,000.00	-184,234.29	55.8%

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

	Oct '20 - Sep 21	Budget	\$ Over Budget	% of Budget
4400 · ENGINEERING FEES				
4401 · Infrastructure Plan Review Fee	88,655.59	150,000.00	-61,344.41	59.1%
4402 · Recheck Fee	0.00	0.00	0.00	0.0%
4403 · Civil Site Plan Review Fee	247,909.67	300,000.00	-52,090.33	82.6%
4404 · Other	0.00	0.00	0.00	0.0%
Total 4400 · ENGINEERING FEES	336,565.26	450,000.00	-113,434.74	74.8%
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	35,922.00	10,000.00	25,922.00	359.2%
4600 · FRANCHISE - Other	0.00	0.00	0.00	0.0%
Total 4600 · FRANCHISE	130,077.20	140,000.00	-9,922.80	92.9%
4700 · CITATIONS				
4701 · Citations / Warrants	393,980.10	200,000.00	193,980.10	197.0%
4702 · Delinquent Court Collection	0.00	5,000.00	-5,000.00	0.0%
4703 · Court Security Fee	7,763.68	2,000.00	5,763.68	388.2%
4704 · Court Technology Fee	6,977.72	2,500.00	4,477.72	279.1%
4700 · CITATIONS - Other	241.00			
Total 4700 · CITATIONS	408,962.50	209,500.00	199,462.50	195.2%
4800 · SPECIAL FUNDS				
4803 · State & Federal Grants	7,926.48	0.00	7,926.48	100.0%
4805 · Park Reserves	0.00	35,000.00	-35,000.00	0.0%
Total 4800 · SPECIAL FUNDS	7,926.48	35,000.00	-27,073.52	22.6%
4900 · INVESTMENT INCOME				
4910 · Interest Income	40.91	1,000.00	-959.09	4.1%
Total 4900 · INVESTMENT INCOME	40.91	1,000.00	-959.09	4.1%
Total Income	6,674,118.65	4,762,665.53	1,911,453.12	140.1%
Gross Profit	6,674,118.65	4,762,665.53	1,911,453.12	140.1%
Expense				
MUD 31 Expense	1,000,617.98			

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10/14/21

Accrual Basis

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

	Oct '20 - Sep 21	Budget	\$ Over Budget	% of Budget
10 - ADMINISTRATION				
10-5101 · Salaries - Full-Time	91,535.82	62,831.00	28,704.82	145.7%
10-5102 · Salaries - Part-Time	0.00	17,680.00	-17,680.00	0.0%
10-5104 · Salaries - Overtime	0.00	0.00	0.00	0.0%
10-5106 · Social Security/Medicare	8,490.59	13,248.88	-4,758.29	64.1%
10-5107 · TMRS	9,969.75	18,202.06	-8,232.31	54.8%
10-5108 · Health & Life Insurance	8,402.58	11,660.00	-3,257.42	72.1%
10-5110 · Texas Workforce Commission	587.94	486.00	101.94	121.0%
10-5111 · Vehicle Allowance Expense	1,500.00			
10-5113 · Payroll-City Manager	77,963.71	100,000.00	-22,036.29	78.0%
10-5114 · Merit pool (For all employees)	0.00	0.00	0.00	0.0%
10-5115 · Longevity	180.00	240.00	-60.00	75.0%
10-5117 · Certificate Pay	0.00	0.00	0.00	0.0%
10-5121 · Payroll Expenses/Direct Dep Fee	839.90	0.00	839.90	100.0%
10-5200 · Professional Services	0.00	0.00	0.00	0.0%
10-5210 · Legal Delinquent Citations	0.00	0.00	0.00	0.0%
10-5211 · Legal	109,996.50	100,000.00	9,996.50	110.0%
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	4,935.00	5,500.00	-565.00	89.7%
Total 10-5220 · Website - Professional	5,369.99	5,900.00	-530.01	91.0%
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	19,673.08	6,000.00	13,673.08	327.9%
10-5240 · Building Maintenance				
Prof Cleaning Services	12,150.00			
10-5240 · Building Maintenance - Other	11,466.86	50,000.00	-38,533.14	22.9%
Total 10-5240 · Building Maintenance	23,616.86	50,000.00	-26,383.14	47.2%
10-5245 · Technology	10,144.64	16,000.00	-5,855.36	63.4%
10-5246 · Software Maintenance / License	16,036.63	7,500.00	8,536.63	213.8%
10-5250 · Utilities	5,805.67	9,000.00	-3,194.33	64.5%
10-5260 · Equipment Rentals	3,606.91	3,000.00	606.91	120.2%
10-5320 · Supplies / Printing	7,785.11	12,000.00	-4,214.89	64.9%
10-5321 · Postage	329.12	750.00	-420.88	43.9%
10-5322 · Advertising & Legal Notices	7,290.99	5,000.00	2,290.99	145.8%
10-5323 · Telephone Expense	16,545.14	10,000.00	6,545.14	165.5%
10-5325 · Miscellaneous	815.61	0.00	815.61	100.0%
10-5326 · Uniforms	96.61			
10-5327 · Well Permit Fee	130.00	30.00	100.00	433.3%
10-5411 · Travel & Training	4,862.11	2,400.00	2,462.11	202.6%
10-5412 · Seminars/BCCA	980.00	200.00	780.00	490.0%
10-5413 · Staff Recognition	3,740.87	2,000.00	1,740.87	187.0%
10-5439 · Election Costs	5,564.20	8,000.00	-2,435.80	69.6%
10-5481 · Mayor's Special Expense	46.25	500.00	-453.75	9.3%
10-5495 · Dues	3,327.95	2,000.00	1,327.95	166.4%
10-5630 · Equipment	1,732.15	500.00	1,232.15	346.4%
10-5710 · Insurance - Windstorm	7,126.00	7,500.00	-374.00	95.0%

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10/14/21

Accrual Basis

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

	Oct '20 - Sep 21	Budget	\$ Over Budget	% of Budget
10-5720 · Insurance - Liability/Prop/ WC	25,667.00	20,000.00	5,667.00	128.3%
10-5721 · Bank Fees	6.50	100.00	-93.50	6.5%
10-5722 · credit card fees	335.14	4,000.00	-3,664.86	8.4%
10-5725 · Grant Admin	0.00	15,000.00	-15,000.00	0.0%
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	516,434.82	555,727.94	-39,293.12	92.9%
15 · FINANCE				
15-5101 · Salaries - Full-Time	72,388.89	70,004.00	2,384.89	103.4%
15-5106 · Social Security/Medicare	5,247.68	5,355.31	-107.63	98.0%
15-5107 · TMRS	8,187.05	7,357.42	829.63	111.3%
15-5108 · Health & Life Insurance	3,180.80	5,830.00	-2,649.20	54.6%
15-5109 · Worker's Comp	0.00	3,052.00	-3,052.00	0.0%
15-5110 · Texas Workforce Commission	252.00	162.00	90.00	155.6%
15-5115 · Longevity Pay	0.00	0.00	0.00	0.0%
15-5117 · Certificate Pay	0.00	0.00	0.00	0.0%
15-5320 · Supplies/Printing	1,360.20	2,000.00	-639.80	68.0%
15-5321 · Postage	240.11	200.00	40.11	120.1%
15-5410 · Technology	5,481.63	8,000.00	-2,518.37	68.5%
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%
Total 15 · FINANCE	96,613.36	109,460.73	-12,847.37	88.3%
20 · POLICE DEPARTMENT				
20-5101 · Salaries - Full-Time	540,938.95	589,213.50	-48,274.55	91.8%
20-5102 · Salaries - Part-Time	0.00	0.00	0.00	0.0%
20-5104 · Salaries - Overtime	17,106.73	14,000.00	3,106.73	122.2%
20-5106 · Social Security/Medicare	41,810.61	53,725.15	-11,914.54	77.8%
20-5107 · TMRS	70,612.75	73,810.63	-3,197.88	95.7%
20-5108 · Health & Life Insurance	32,214.61	44,885.00	-12,670.39	71.8%
20-5109 · Worker's Comp	0.00	28,313.38	-28,313.38	0.0%
20-5110 · Texas Workforce Commission	3,326.98	2,106.00	1,220.98	158.0%
20-5111 · Payroll - Police Chief	0.00	0.00	0.00	0.0%
20-5115 · Longevity	300.00	300.00	0.00	100.0%
20-5117 · Certification Pay	13,707.63	13,881.00	-173.37	98.8%
20-5126 · Professional Services	6,687.00	7,000.00	-313.00	95.5%
20-5320 · Supplies & Printing	3,209.00	3,500.00	-291.00	91.7%
20-5321 · Postage	109.57	150.00	-40.43	73.0%
20-5322 · Recruiting and Hiring Expenses	1,216.96	1,500.00	-283.04	81.1%
20-5324 · Cell Phone	7,354.40	9,500.00	-2,145.60	77.4%
20-5325 · Miscellaneous	2,692.06	4,900.00	-2,207.94	54.9%
20-5326 · Uniforms	6,785.83	7,500.00	-714.17	90.5%
20-5327 · Charitable	0.00	0.00	0.00	0.0%
20-5410 · Technology	15,610.91	18,000.00	-2,389.09	86.7%
20-5411 · Travel & Training	29,256.31	30,000.00	-743.69	97.5%
20-5412 · Radio Service	3,618.00	3,620.00	-2.00	99.9%
20-5413 · Radio Equipment	1,314.03	3,000.00	-1,685.97	43.8%
20-5415 · Building Maintenance	2,248.84	2,600.00	-351.16	86.5%
20-5450 · Vehicle Equipment	8,604.89	9,500.00	-895.11	90.6%
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	1,529.98	2,000.00	-470.02	76.5%

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10/14/21

Accrual Basis

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

	Oct '20 - Sep 21	Budget	\$ Over Budget	% of Budget
20-5498 · Hospital Expense - Suspects	0.00	1,000.00	-1,000.00	0.0%
20-5499 · Investigations	2,921.07	2,900.00	21.07	100.7%
20-5809 · Vehicle Expense	24,597.00	25,000.00	-403.00	98.4%
20-5810 · Vehicle Insurance	8,339.00	8,500.00	-161.00	98.1%
20-5820 · Vehicle Repairs & Maint	15,101.27	16,000.00	-898.73	94.4%
20-5830 · Fuel	27,550.83	30,000.00	-2,449.17	91.8%
20-5840 · Equipment	9,248.64	10,000.00	-751.36	92.5%
20-5850 · Vehicle Replacement Fund	0.00	47,200.00	-47,200.00	0.0%
20-8000 · Emergency Management	2,855.78	3,000.00	-144.22	95.2%
Total 20 · POLICE DEPARTMENT	901,708.51	1,067,604.66	-165,896.15	84.5%
21 · Animal Control/Code Enforcement				
21-5101 · Salaries - Full-Time	41,680.32	41,600.00	80.32	100.2%
21-5104 · Salaries - Overtime	564.00			
21-5106 · Social Security/Medicare	365.58			
Total 21 · Animal Control/Code Enforcement	42,609.90	41,600.00	1,009.90	102.4%
22 · Emergency Management				
22-5096 · Blackboard Service	777.60			
Total 22 · Emergency Management	777.60			
25 · MUNICIPAL COURT				
25-5101 · Salaries - Full-Time	60,344.32	45,001.00	15,343.32	134.1%
25-5104 · Salaries- Overtime	3,130.96	2,500.00	630.96	125.2%
25-5106 · Social Security/Medicare	4,359.70	3,725.63	634.07	117.0%
25-5107 · TMRS	7,267.78	5,118.48	2,149.30	142.0%
25-5108 · Health & Life Insurance	2,691.96	5,830.00	-3,138.04	46.2%
25-5109 · Worker's Comp	0.00	1,962.04	-1,962.04	0.0%
25-5110 · Texas Workforce Commission	467.34	162.00	305.34	288.5%
25-5117 · Certification Pay	1,238.40	1,200.00	38.40	103.2%
25-5210 · Legal Delinquent Citations	0.00	5,000.00	-5,000.00	0.0%
25-5216 · Judge Court Fees	17,753.75	25,000.00	-7,246.25	71.0%
25-5217 · Prosecutor Fees	62,575.00	35,500.00	27,075.00	176.3%
25-5218 · Interpreter	610.30	1,500.00	-889.70	40.7%
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	0.00	0.00	0.00	0.0%
25-5321 · Postage	154.14	500.00	-345.86	30.8%
25-5411 · Travel & Training	355.00	1,000.00	-645.00	35.5%
25-5414 · Jury Trial Expense	630.41	1,500.00	-869.59	42.0%
25-5415 · State Criminal Cost & Fees	163,294.44	80,000.00	83,294.44	204.1%
25-5500 · Supplies & Equipment	1,920.39	4,200.00	-2,279.61	45.7%
25-5730 · Contract Services	6,561.00	4,735.12	1,825.88	138.6%
Total 25 · MUNICIPAL COURT	351,597.42	234,434.27	117,163.15	150.0%

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10/14/21

Accrual Basis

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

	Oct '20 - Sep 21	Budget	\$ Over Budget	% of Budget
30 · PUBLIC WORKS DEPARTMENT				
30-5101 · Salaries - Full-Time	56,960.15	55,000.00	1,960.15	103.6%
30-5104 · Salaries - Overtime	4,607.78	2,000.00	2,607.78	230.4%
30-5106 · Social Security/Medicare	4,334.03	4,600.00	-265.97	94.2%
30-5107 · TMRS	7,225.89	5,990.70	1,235.19	120.6%
30-5108 · Health & Life Insurance	4,159.99	5,830.00	-1,670.01	71.4%
30-5109 · Worker's Comp	0.00	2,400.00	-2,400.00	0.0%
30-5110 · Texas Workforce Commission	252.00	162.00	90.00	155.6%
30-5117 · Certification Pay	0.00	0.00	0.00	0.0%
30-5320 · Supplies	2,168.67	7,440.00	-5,271.33	29.1%
30-5326 · Uniforms	10.81			
30-5451 · Roads./ Bridges/ Drainage	324,999.47	325,000.00	-0.53	100.0%
30-5452 · Mowing Roads	74,200.00	60,000.00	14,200.00	123.7%
30-5454 · Bridge Replacement	0.00	30,000.00	-30,000.00	0.0%
30-5455 · Signs & Postings	8,707.37	8,000.00	707.37	108.8%
30-5456 · Public Works Maintenance	15,823.35	25,000.00	-9,176.65	63.3%
30-5461 · Park Improvements	0.00	35,000.00	-35,000.00	0.0%
30-5462 · Park Maintenance	55,183.93	70,000.00	-14,816.07	78.8%
30-5810 · Vehicle Insurance	738.00			
30-5820 · Vehicle Repairs & Maint	2,064.06	6,800.00	-4,735.94	30.4%
30-5830 · Fuel	5,683.92	5,000.00	683.92	113.7%
30-5840 · Equipment	25,664.16	24,000.00	1,664.16	106.9%
30-5841 · PW Loader/Backhoe/Brush Truck	0.00	20,000.00	-20,000.00	0.0%
30-5850 · Vehicle Replacement Fund	0.00	3,500.00	-3,500.00	0.0%
30-5860 · ROW Maintenance	3,774.48	5,000.00	-1,225.52	75.5%
Total 30 · PUBLIC WORKS DEPARTMENT	596,558.66	700,722.70	-104,164.64	85.1%
35 · COMMUNITY DEVELOPMENT				
35-5101 · Salaries - Full-Time	40,783.54	40,040.00	743.54	101.9%
35-5104 · Salaries - Overtime	1,125.84	1,500.00	-374.16	75.1%
35-5106 · Social Security/Medicare	8,049.08	9,297.81	-1,248.73	86.6%
35-5107 · TMRS	13,158.25	12,773.85	384.40	103.0%
35-5108 · Health & Life Insurance	8,552.53	8,745.00	-192.47	97.8%
35-5109 · Worker's Comp	0.00	5,234.05	-5,234.05	0.0%
35-5110 · Texas Workforce Commission	648.00	324.00	324.00	200.0%
35-5115 · Longevity	120.00	240.00	-120.00	50.0%
35-5117 · Certification Pay	0.00	480.00	-480.00	0.0%
35-5212 · Early Platting Escrow Exp. INV	65,955.58	0.00	65,955.58	100.0%
35-5214 · Engineering Services				
35-5216 · Platting	107,869.14	150,000.00	-42,130.86	71.9%
35-5217 · Plan Review	62,227.93	100,000.00	-37,772.07	62.2%
35-5218 · Permits/Inspections	208,740.24	195,000.00	13,740.24	107.0%
35-5214 · Engineering Services - Other	65,657.27	80,000.00	-14,342.73	82.1%
Total 35-5214 · Engineering Services	444,494.58	525,000.00	-80,505.42	84.7%

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10/14/21

Accrual Basis

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

	Oct '20 - Sep 21	Budget	\$ Over Budget	% of Budget
35-5215 · Building Inspector Fees	764,826.00	295,500.00	469,326.00	258.8%
35-5219 · Professional Services	37,455.14	85,000.00	-47,544.86	44.1%
35-5220 · TIF Fund (70% of TIF revenue t	749,636.56	0.00	749,636.56	100.0%
35-5221 · ICVFD Contract Services/Equip	0.00	6,000.00	-6,000.00	0.0%
35-5246 · Software Subscription/License	3,677.28			
35-5320 · Supplies	3,032.96			
35-5326 · Uniforms	4,164.87			
35-5410 · Technology	1,171.37			
35-5411 · Travel & Training	495.01			
35-5455 · Signage & Postings	322.50	4,000.00	-3,677.50	8.1%
35-5722 · Credit Card Fees	9,155.53	10,000.00	-844.47	91.6%
35-5820 · Vehicle Repairs & Maint	3,580.39			
35-5830 · Fuel	1,316.27			
35-5840 · Equipment	9,882.28			
35-5850 · Vehicle Replacement Fund	0.00	3,500.00	-3,500.00	0.0%
Total 35 · COMMUNITY DEVELOPMENT	2,171,603.56	1,007,634.71	1,163,968.85	215.5%
36 · Fire Marshall/Building Official				
36-5101 · Salaries - Full-Time	74,520.33	80,000.00	-5,479.67	93.2%
Total 36 · Fire Marshall/Building Official	74,520.33	80,000.00	-5,479.67	93.2%
90 · CAPITAL AND PLANNING PROJECTS				
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	35,000.00	35,000.00	0.00	100.0%
993 · Planning Projects	69,675.00	200,000.00	-130,325.00	34.8%
994 · Public Works Vehicle	0.00	0.00	0.00	0.0%
90 · CAPITAL AND PLANNING PROJECTS - Other	82,365.00	175,000.00	-92,635.00	47.1%
Total 90 · CAPITAL AND PLANNING PROJECTS	192,252.31	945,000.00	-752,747.69	20.3%
95 · BOND				
95-6100 · Interest Expense	18,276.98			
Total 95 · BOND	18,276.98			
Total Expense	5,963,570.83	4,742,185.01	1,221,385.82	125.8%
Net Income	710,547.82	20,480.52	690,067.30	3,469.4%

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, LEVYING A SEVEN PERCENT **HOTEL OCCUPANCY TAX** IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION; REQUIRING REPORTS; PROVIDING OFFENSES AND A PENALTY OF UP TO \$500 PER DAY FOR A VIOLATION OF THIS ORDINANCE; AND CONTAINING RELATED PROVISIONS.

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

Sec. 1. Findings of Fact

The City Council of the City of Iowa Colony, Texas ("the City") finds that all statements of fact in any part of this ordinance are true.

Sec. 2. Authority for Ordinance

This ordinance is authorized by Chapter 351 of the Texas Tax Code, the Home Rule Charter of the City, and all other applicable law.

Sec. 3. Scope of Ordinance

This ordinance applies throughout the city limits and extraterritorial jurisdiction of the City.

Sec. 4. Definitions

- a. The definitions in Chapter 351 of the Texas Tax Code shall apply in this ordinance.
- b. The following terms not defined in Chapter 351 of the Texas Tax Code shall have the following definitions in this ordinance:

Consideration shall mean the amount paid for occupancy of a room that is ordinarily used for sleeping in a hotel.

Hotel shall mean any building or buildings in which the public may, for a consideration, obtain sleeping accommodations. The term shall include hotels, motels, tourist homes, houses or courts, lodging houses, inns, rooming houses or any other permanent building or structure where rooms are furnished for a consideration, but the term "hotel" shall not include hospitals, sanitariums, or nursing homes.

Hotel keeper shall mean a person owning, operating, managing, or controlling any hotel in the City or the extraterritorial jurisdiction of the City.

Occupancy shall mean the use or possession, or the right to the use or possession, of any room in a hotel.

Occupant shall mean any person who, for a consideration, uses, possesses or has a right to use or possess any room ordinarily used for sleeping in a hotel.

Permanent resident shall mean any occupant who has a right to use or possess, for a period of 30 or more consecutive days, any room ordinarily used for sleeping in a hotel.

Sec. 5. Tax Levied.

a. The City hereby levies a tax on any person who, under a lease, concession, permit, right of access, license, contract, or agreement, pays for the use or possession or for the right to the use or possession of a room that is in a hotel, costs \$2 or more each day, and is ordinarily used for sleeping.

b. This tax shall be equal to seven percent of the consideration paid by or on behalf of the occupant for the occupancy, excluding:

- (i) the cost of any food served or personal services performed by the hotel for the occupant of the room not related to the cleaning and readying of the room for use or possession; and
- (ii) any tax levied upon that occupancy by any other governmental entity. This exception does not apply to the income taxes of the hotel, so those income taxes are not subtracted from the consideration that is subject to the City hotel tax under this ordinance.

Sec. 6. Exceptions

However, the tax under this ordinance shall not apply to occupancy by:

- a. a permanent resident of the hotel; or
- b. a governmental agency or unit using the room on government business.

Sec. 7. Collection and Payment to City

a. Each hotel keeper shall collect, for and on behalf of the City, the tax imposed by this ordinance upon any taxable occupancy in that hotel and shall hold that revenue in trust for the City until paying it to the City.

b. On or before the last business day of the month (e.g., August) following each month of collection or required collection (e.g., July), the hotel keeper shall pay to the City all amounts collected or required to be collected for the preceding month (e.g., July) under this ordinance.

Sec. 8. Record Keeping, Reports to City, and Inspection of Records

a. Record Keeping. Each hotel keeper shall contemporaneously create and keep complete, true, and accurate records of each occupancy, the consideration for each occupancy,

each exempt occupancy hereunder, the consideration for each exempt occupancy, and the monthly totals of each of those categories. The hotel keeper shall preserve those records for three years after the end of the month to which those records apply.

b. Reports to City. On the last business day of the month (e.g., August) following each month of collection or required collection (e.g., July), a hotel keeper shall file a report with the assessor and collector of taxes of the city showing the information required by **Subsection a** for that month (e.g., July).

c. Inspection of Records. A hotel keeper shall provide to the assessor and collector of taxes of the City any books, records, and information the assessor and collector of taxes may request for the purpose of determining and verifying the amounts due under this ordinance. The hotel keeper shall provide those records as promptly as reasonably possible, but in any event within five business days after the tax assessor and collector requests those records in writing. The hotel keeper shall upon request provide copies of those records to the tax assessor and collector, allow the tax assessor to examine the originals, or both.

Sec. 9. Penalties and Interest

a. Any person who either: (1) fails to timely file a report to the City in compliance with this ordinance; or (2) fails to pay to the City any amount when due hereunder; shall be liable for a civil penalty and interest in addition to any tax owed under this ordinance.

b. The amount of the civil penalty under this section is 15 percent of the total principal amount of the tax owed. If the tax is timely paid, but a report is not timely and properly filed, then the civil penalty is still due. In that event, the amount of the civil penalty is 15% of the principal amount of the tax obligation, even though paid, for the month required to be shown on the report (e.g., the tax obligation due in August for collections by the hotel keeper in July). This civil penalty shall not be collected more than once on the same delinquent amount or report.

c. The amount of interest under this section is six percent per year of the principal amount of the tax owed. If a suit is instituted for the recovery of the taxes, the person shall also be liable for the city's reasonable attorney fees and costs incurred for the recovery of the tax, penalties, and interest.

Sec. 10. Use of Revenues

The revenues derived from this tax shall be used only for purposes authorized by Texas Tax Code section 351.101 or any other applicable law.

Sec. 11. Penalty and Continuing Offenses

Any person violating any provision of this ordinance other than a failure to pay money shall be guilty of a misdemeanor and, upon conviction thereof shall be assessed a fine of not more than Five Hundred (\$500.00) Dollars. Each calendar day or portion of a calendar day a violation continues or recurs shall constitute a separate offense. No culpable mental state shall be required for a violation of this ordinance.

Sec. 12. Other Remedies

a. Any and/or all of the following civil remedies may be imposed for violation of any provision of this ordinance: injunctive relief, declaratory relief, monetary damages, attorney's fees and all other expenses incurred in enforcing the City's rights or the violator's obligations or liabilities, costs of court, interest as provided by law, and all other remedies at law or in equity.

b. Some of the other remedies for a violation of this ordinance are provided by Texas Tax Code section 351.004.

Sec. 13. Cumulative Obligations and Remedies; No Election of Obligations or Remedies

a. All obligations, prohibitions, and offenses under this ordinance or under any other applicable laws are cumulative. No such obligations, prohibitions, or offenses shall be construed to limit any other such obligations, prohibitions, or offenses.

b. All remedies and penalties in favor of the City or against any person other than the City under this ordinance, or under any other applicable laws are cumulative. The pursuit or receipt by the City of any one or more penalties or remedies shall not constitute an election of remedies, and shall not prevent the City from pursuing and receiving any and all other remedies and penalties of any nature whatsoever.

c. Without the limiting the generality of the foregoing, the City may pursue a criminal prosecution hereunder without pursuing civil remedies for a violation hereof; the City may pursue civil remedies without pursuing a criminal prosecution; or the City may do both.

Sec. 14. Conflicts in Terms

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

Sec. 15. Nonwaiver of Immunity

Nothing herein, in any document issued pursuant hereto, or in any action, omission, or condition pursuant hereto shall ever be construed as a full or partial waiver of governmental

immunity, official immunity, or any other immunity of the City or any of its agents, officers, attorneys, or employees.

Sec. 16. Nonwaiver by Nonenforcement

The failure or omission of the City, upon one or more occasions, to enforce any right, obligation, or remedy under this ordinance or any other applicable laws shall never be construed as a waiver of the City's right to strictly enforce such right, obligation, or remedy, and the City may resume such strict enforcement without advance notice.

Sec. 17. Non-Liability Of City

Neither the City nor any of its agents, officers, attorneys, or employees shall have any liability of any nature to any person other than the City for any act, omission, or condition in any way directly or indirectly related to the subject matter of this ordinance.

Sec. 18. Severance Clause

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.

Sec. 19. Effective Date

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

**PASSED AND APPROVED ON THE FIRST READING ON _____,
2021.**

**PASSED, APPROVED, AND ADOPTED ON THE SECOND AND FINAL
READING ON _____, 2021.**

CITY OF IOWA COLONY

**By: _____
MICHAEL BYRUM-BRATSEN,
MAYOR**

ATTEST:

**KAYLEEN ROSSER,
CITY SECRETARY**

Iowa Colony/Ordinances/Hotel Occupancy Tax (10-13-21)



October 18, 2021

Brazoria County Municipal Utility District **No. 31**

Attn: President, Board of Directors

c/o Allen Boone Humphries Robinson LLP

Attn: Tim Austin

3200 Southwest Freeway, Suite 2600

Houston, TX 77027

Dear Mr. President;

Pursuant to the First Amendment to Development Agreement by and between the City of Iowa Colony, Texas (the "City"); Sterling Lakes Iowa Associates; Iowa Colony Sterling Lakes, Ltd.; Land Tejas Companies; and Brazoria County Municipal Utility District No. 31 (the "District"), specifically Section 3.12. Conveyance of facilities, the City hereby gives this notice of demand to the District for the conveyance the water supply and sewage treatment plants serving the District (Water Plant site located at 9402 Bronze Shore Drive, Iowa Colony, TX; and WWTP plant site located at 2401 County Road 57, Iowa Colony, TX) within 2-years of this notice.

This notice should not delay or hinder the continued development of plans for and construction of the permanent wastewater treatment plant as required by the Utility Agreement by and amount the City, the District, and Brazoria County Municipal Utility District No. 32, as amended, nor shall this notice or the subsequent conveyance of the plants relieve the District, or its developer, of its obligation to design and construct the permanent wastewater treatment plant as provided for in such utility agreement.

Additionally, in accordance with the above-mentioned Agreements, the city intends to deliver subsequent future notice and demand for the conveyance of all sewer and water lines, lift stations, and other facilities/appurtenances necessary to serve the residents and customers of the Districts with water supply and sanitary sewer treatment services such that conveyance of said facilities will be completed contemporaneously with conveyance of the water and sewer plants.

Respectfully,

Robert Hemminger, City Manager



October 18, 2021

Brazoria County Municipal Utility District **No. 55**

Attn: President, Board of Directors

c/o Allen Boone Humphries Robinson LLP

Attn: Tim Austin

3200 Southwest Freeway, Suite 2600

Houston, TX 77027

Dear Mr. President,

Pursuant to the Shared Financing Agreement by and between Brazoria County Municipal Utility District No. 55 (the "District"); Reinvestment Zone Number Two, City of Iowa Colony Texas; Iowa Colony Development Authority; and the City of Iowa Colony, Texas (the "City"), dated February 15, 2011, (the "Shared Financing Agreement") specifically Section C. Conveyance of Facilities, Article IX Special Conditions, the City hereby gives this notice of demand to the District for the conveyance of the water supply and sewage treatment plants serving the District (Water Plant site located at 10330 County Road 65; Iowa Colony, TX; and WWTP plant site located at 1320 1/2 Meridiana Parkway, Iowa Colony, TX) within 2-years of this notice. As further required by the Shared Financing Agreement, this notice initiates the negotiation of a mutually acceptable utility agreement regarding the provision of water supply and wastewater treatment services to the District following the conveyance of the plants.

This notice should not delay or hinder the continued development of plans for and construction of the permanent wastewater treatment plant as required by the Shared Financing Agreement, nor shall this notice or the subsequent conveyance of the plants relieve the District, or its developer, of its obligation to design and construct the permanent wastewater treatment plant as provided for in the Shared Financing Agreement.

Additionally, in accordance with the Shared Financing Agreement, please understand that the city intends to deliver subsequent future notice and demand for the conveyance of all sewer and water lines, lift stations, and other facilities/appurtenances necessary to serve the residents and customers of the District with water supply and sanitary sewer treatment services such that conveyance of said facilities will be completed contemporaneously with conveyance of the water and sewer plants.

Respectfully,

A handwritten signature in blue ink, appearing to read "Robert Hemminger".

Robert Hemminger, City Manager

Iowa Colony City Hall | 12003 Iowa Colony Blvd | Iowa Colony, TX 77583 | 281-369-2471

www.iowacolonytx.gov

RESOLUTION NO. 2021-21

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS, SETTING A PUBLIC HEARING ON A CAPITAL IMPROVEMENTS PLAN AND LAND USE ASSUMPTIONS FOR THE PURPOSE OF IMPACT FEES UNDER TEXAS LOCAL GOVERNMENT CODE CHAPTER 395.

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

1. The City Council of the City of Iowa Colony, Texas ("the City") hereby sets a public hearing by the City Council for **7:00 P.M., NOVEMBER 29, 2021**, in the Council Chambers at the Iowa Colony City Hall, 12003 Iowa Colony Boulevard, Iowa Colony, Texas, to consider a Capital Improvements Plan and Land Use Assumptions for the purpose of impact fees under Texas Government Code chapter 395.
2. The City staff is authorized and directed to give notice of this hearing as provided by law.
3. 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.
4. This resolution shall be effective from the date of its passage and adoption.

PASSED AND ADOPTED on October 18, 2021.

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

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

Water and Wastewater Impact Fee Study

Study Period 2021 - 2031



Adopted: _____

Ordinance No. _____

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FIGURES

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- Figure 2 – Land Use Map
- Figure 3A – Water Capital Improvement Plan
- Figure 3B – Wastewater Capital Improvement Plan

1.0 INTRODUCTION

Adico, LLC has been contracted by the City of Iowa Colony ("the City") to prepare the City's Impact Fee study, for the purposes of establishing a capital recovery fee schedule for new development in the City's water and wastewater service area. The City of Iowa Colony is in a high growth corridor along State Highway 288, south of Houston, Texas. The City has grown rapidly through Municipal Utility Districts ("MUDs") utilized by developers to provide water and sewer infrastructure. The City is planning projects to interconnect these systems in order to provide a fully integrated public utility system in the future. These projects were identified in the City's recently adopted Water and Wastewater Master Plan ("the Master Plan") along with projects to connect to areas not currently served by the MUDs.

This study was conducted in compliance with the State of Texas Local Government Code, Title 12, Planning and Development, Subtitle C, Chapter 395, "Financing Capital Improvements in Municipalities, Counties, and Certain Other Local Governments", herein referred to as "Chapter 395". Under Chapter 395 requirements, the City is required to adopt an ordinance, order, or resolution approving land use assumptions and capital improvements plan ("CIP") prior to considering adoption of a Capital Recovery Fee, also referred to herein as an "impact fee."

The objectives of this study are to:

- a) Estimate the probable growth of the City; both in terms of population increases and geographical location of the anticipated growth.
- b) Estimate the capital improvement costs that will be needed to provide water and wastewater utility service to this growth through the 10-year development horizon. Eligible projects and costs proposed in the City's Master Plan will be utilized.
- c) Calculate the maximum allowable impact fees that may be assessed to new development to defray the cost of the required water and wastewater improvements needed to support the development.

Impact Fees are proposed to be charged by the City for each new connection to the City's water and/or wastewater system. Chapter 395 of the Texas Local Government Code prescribes the required process for cities to follow for adoption, amendment, and update of Impact Fees charged. Updates are performed on a five-year cycle. The update process requires engaging a Registered Professional Engineering firm to prepare the aforementioned documents and calculations. The results are then to be presented to an Advisory Committee appointed by the City Council to review and recommend adoption of land use assumptions, population projections, proposed CIP projects, and the amount of the Impact Fees to be considered and adopted by the City.

For purpose of this study, it is recommended that the City adopt a ten-year planning period from 2021-2031 and consider factors affecting growth rates, intensity of development, known major development projects, and projections by local and state agencies to guide the land use assumptions and resulting CIP. Water and wastewater studies and reports performed during this period are also reflected herein. The City adopted a Water and Wastewater Master Plan in June 2021 that proposed projects and provided the 10-year CIP that will be the basis of the cost and calculations provided herein.

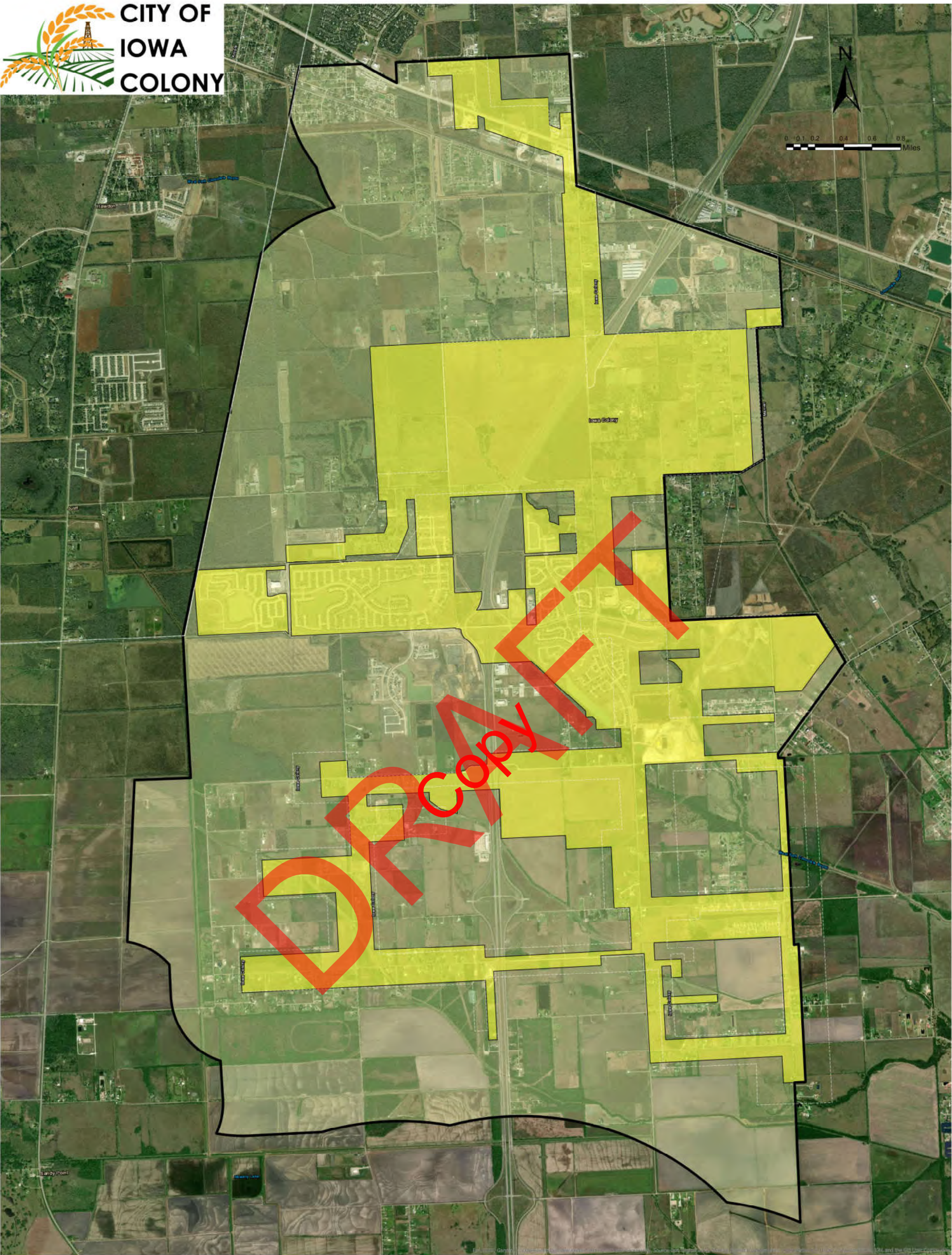
2.0 SERVICE AREA

The proposed service area adopted in the City's recently adopted Water and Wastewater Master Plan is shown in **Figure 1**. The service area includes the area within the City of Iowa Colony's City Limit and ETJ. In the future, as areas are contemplated for annexation, the Service Area Map should be updated to reflect the annexed area. Many areas in the City's ETJ were considered for future connection to the ultimate integrated City system in the Master Plan and may be assessed for impact fees until. Areas outside the City Limits in which the City is considering executing a development agreement for water and/or wastewater service should also be incorporated into the service area and the specific terms regarding impact fee collection should be considered when these agreements are negotiated.

The municipal utility districts (MUDs) currently operating within the service area are BCMUD 31 and BCMUD 55. Two other MUDs are located within the City's ETJ. BCMUD 32 and BCMUD 53 are anticipated to be annexed in 2031 and 2039, respectively.

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FIGURE 1 - SERVICE AREA MAP



	LAND AREA	POPULATION	ASSESSED VALUE
CITY OF IOWA COLONY	6,028 AC	1,896	\$348,164,729
IOWA COLONY ETJ	11,796 AC	6,566	\$460,182,710
STERLING LAKES (BC MUD 31)	1,000 AC	4,053	\$310,767,786
SIERRA VISTA (BC MUD 32)	529 AC	237	\$41,437,333
MERIDIANA (BC MUD 55)	938 AC	1,389	\$176,198,207

CITY OF IOWA COLONY

IOWA COLONY COMPREHENSIVE PLAN

Legend

- Iowa Colony City Limits
- Iowa Colony ETJ



3.0 LAND USE ASSUMPTIONS AND POPULATION PROJECTIONS

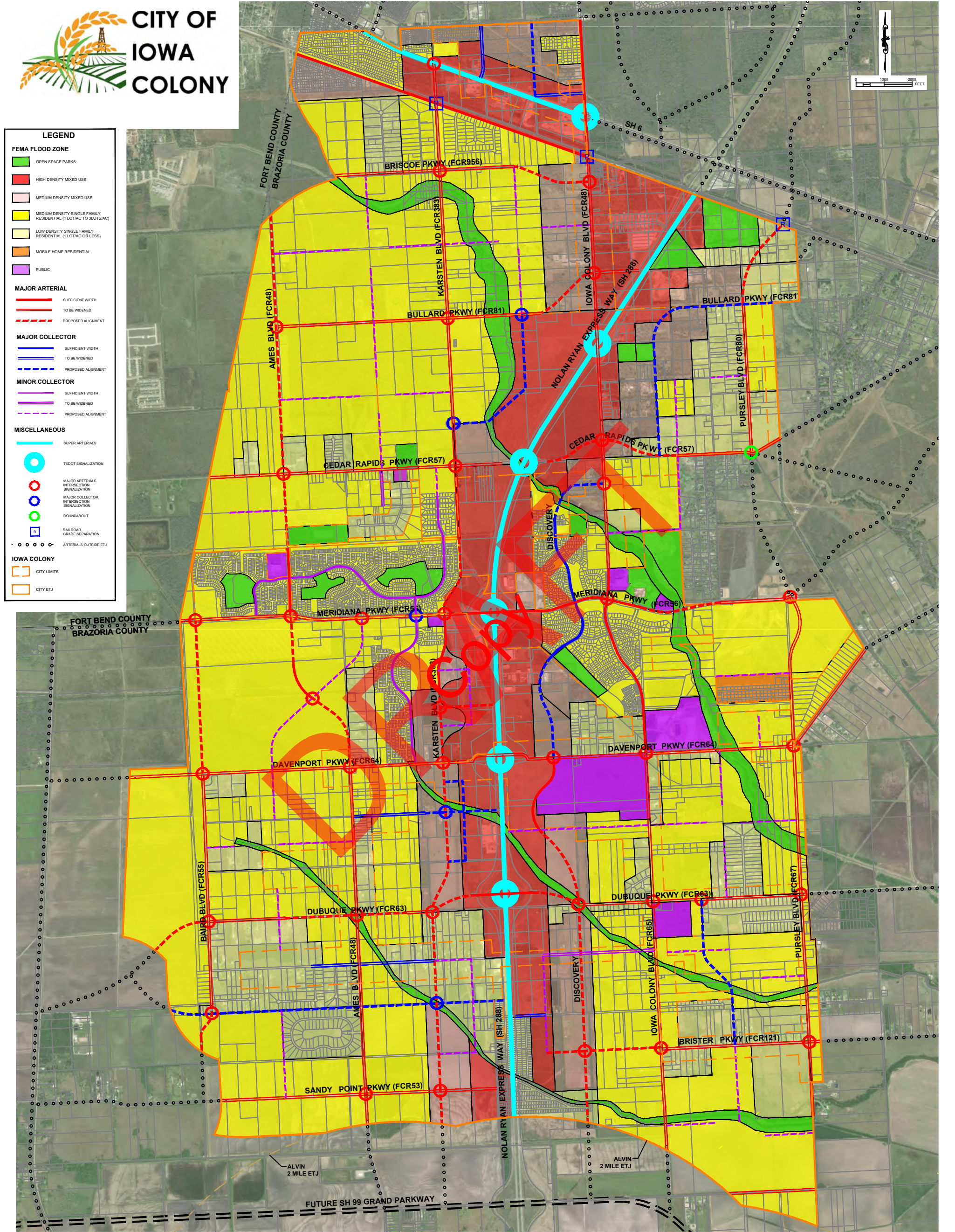
The Land Use Map (**Figure 2**) provides the basis for the provision of and requirements for projects to support new development in the service area and to project the number of equivalent service units to fairly allocate the resulting costs through the assessment of Impact Fees. The basis for the Land Use Map for Impact Fees will be the Map adopted in the City's Comprehensive Plan prepared by Marsh Darcy Partners and adopted on June 15, 2020. This will provide consistency with the mapping used for the City's Water and Wastewater Master Plan which will be the basis for this Study. The following factors are considered when preparing a Land Use Map:

- The character, type, density and quantity of existing development.
- Proposed land use.
- Availability of land for future development.
- Current growth trends in the City.
- Location and configuration of vacant land.
- Development agreements in place and under negotiation.
- Known or anticipated development projects.

See **Figure 2 - Land Use Map**

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FIGURE 2 - LAND USE MAP





CITY OF IOWA COLONY
GENERAL CONCEPT FUTURE LAND USE

ADOPTED JUNE 15, 2020

3.1 BASE DATA

The base population data developed for the Land Use Map by Marsh Darcy for the City's Comprehensive Plan will be utilized for this study. Historical population data was also obtained from US Census data for 2010 as shown in the following **Table 1**. A review of U.S. Census data and the City's Comprehensive Plan data shows that in the period 2010 to 2020, the City grew from a population of 1170 to a population of 7894 largely due to new annexations. Projected population is shown in **Table 1** by year based on linear projections of the data provided in the Comprehensive Plan for years 2020-2025 and 2025-2030.

TABLE 1 – POPULATION DATA

Plan Year	Year End	Estimated Annual Number of Equivalent Service Units (ESU) Added	Total Number of ESUs	Projected Population
	2010		422	1170
	2020		3509	7894
1	2021	560	4068	9154
2	2022	565	4633	10425
3	2023	571	5205	11710
4	2024	578	5782	13010
5	2025	585	6367	14326
6	2026	593	6960	15660
7	2027	602	7561	17013
8	2028	329	7891	17754
9	2029	333	8224	18503
10	2030	344	8568	19278

Note: Sierra Vista Development (BCMUD 32) annexation to occur in 2031

Sierra Vista West Development (BCMUD 53) annexation to occur in 2039.

The meter counts shown below in **Table 2** were obtained from Brazoria County MUDs 31 and 55.

TABLE 2 – WATER METER CONNECTION COUNT (YEAR END 2020)

Meter Size	Number of Connections	Equivalency Factor	Number of Equivalent Connections
5/8"	735	1.00	735
3/4"	1165	1.00	1165
1"	841	1.00	841
1.5"	2	3.33	7
2"	27	5.33	144
3"	2	10.67	22
6"	0	33.33	0
8"	1	53.33	54
Unsize	4	1.00	4
TOTAL	2777		2972

Tables 1 and 2 above reflect that the City can reasonably expect to have **8,568** water service connections in ten years' time. This is based on taking the current population of 7894 minus the 1200 unserved residents (per the Master Plan) to determine that there are approximately 2.25 residents per connection on average.

3.2 TEN YEAR GROWTH ASSUMPTIONS

The current rate of growth in terms of equivalent service units (ESU's) for the City averaged around 310 new ESU's per calendar year based on the period from 2010-2020. With the current total connections in the system expressed in ESU's of approximately 2,972, the growth rate in terms of equivalent connections was approximately 23.6% for the period 2010-2020. *As developments approach buildout, compound annualized growth rate is expected to drop to approximately 7.3%.*

It is recommended that for this 2021 Impact Fee Study the City adopt an average growth rate of approximately 500 Equivalent Service Connections per year to the water and wastewater system. This growth rate is consistent with the 2021 Water and Wastewater Master Plan. For the projected 10-year period, it is estimated that **5,596 new connections** will be added.

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3.3 CURRENT & FUTURE DEVELOPMENTS

TABLE 3 – PROJECTED DEVELOPMENT AND ESTIMATED WATER USE

Table 3 - Existing & Future Developments									
Existing Masterplanned Development (In City)									
Subdivision	MUD	Type	Service Area No.	Gross Acreage	Total ESU at Buildout	Total Connections as of 12/31/2020	Remaining	Estimated Average Daily Water Use per Connection	Estimated Daily Water Usage (gpd)
Meridiana	BCMUD 55	Mixed Use	3	1145	2791	865	1926	350	674,100
Sterling Lakes, Sterling Lakes West & Sterling Lakes North	BCMUD 31	Mixed Use	1	977	2753	1571	1182	350	413,700
Existing Masterplanned Development (ETJ)									
Sierra Vista	BCMUD 32	Mixed Use	2	530	1728	358	1370	350	479,500
Sierra Vista West	BCMUD 53	Single Family Residential	2	501	1921	6	1615	350	565,250
Future Masterplanned Development									
DR Horton	BCMUD 87	Single Family Residential	1	658	1600	0	1600	350	560,000
Rise/Meritage	TBD	Single Family Residential	3	259	777	0	777	350	271,950
Rise	TBD	Mixed Use	3	132	528	0	528	350	184,800

The table above shows projected development and estimated water use for various sections of the following subdivisions within the service area:

1. MER – Meridiana (within city limits)
2. SLN – Sterling Lakes North (within city limits)
3. SL – Sterling Lakes (within city limits)
4. SV – Sierra Vista (ETJ, annexation 2031)
5. SVW – Sierra Vista West (ETJ, annexation 2039)

4.0 CAPITAL IMPROVEMENT PLAN

The impact fee Capital Improvement Plan (CIP) includes projects anticipated to serve growth in the City during the 10-year planning period and serve the City's goal to gradually transition ownership of MUD facilities to create a fully integrated public water system from which the City can extend services to all parts of the City, including future annexations. The CIP projects enumerated in **Tables 4 and 5** were identified in the recently completed Master Plan.

4.1 ELIGIBLE FACILITIES

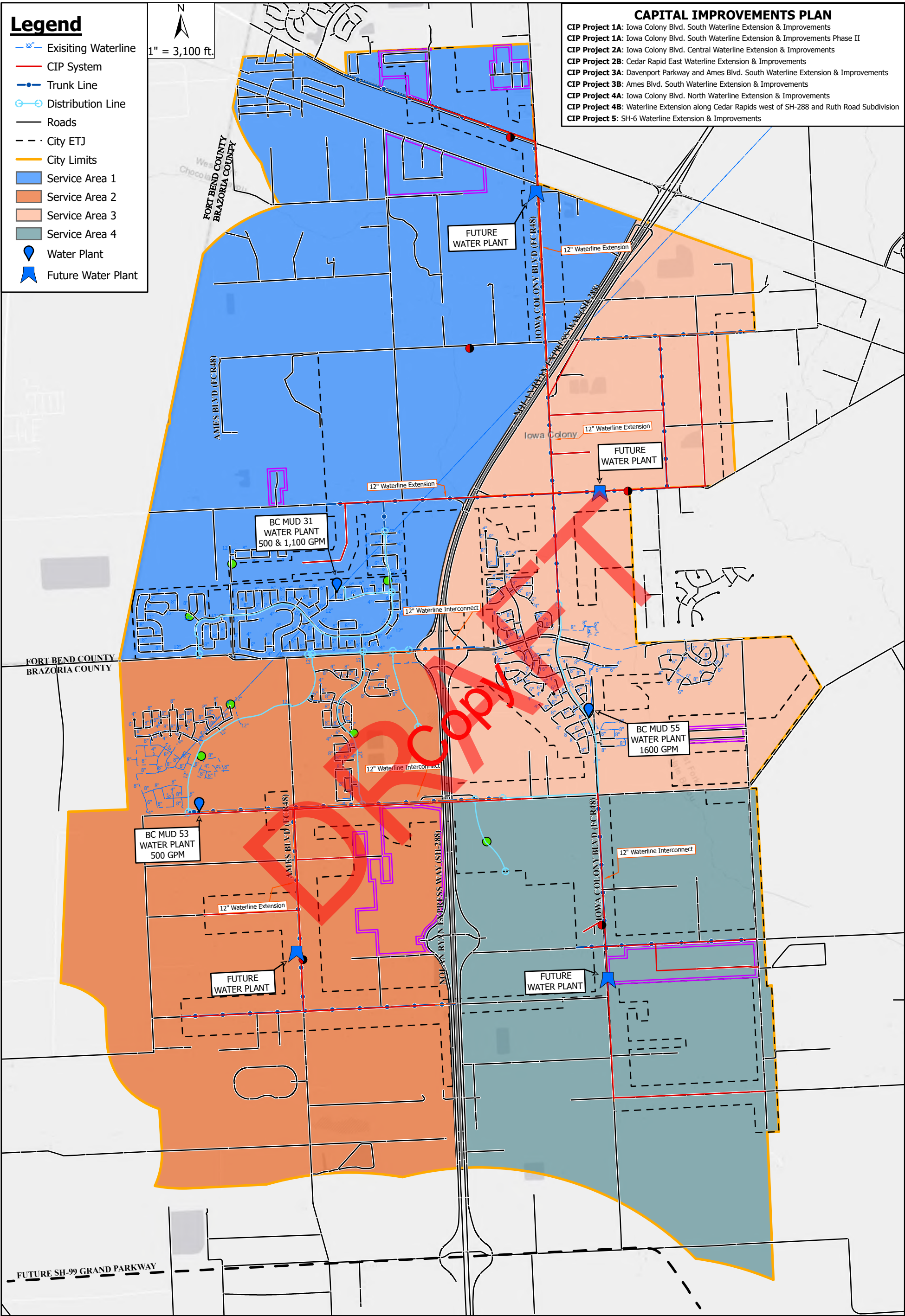
The impact fee legislation allows those projects necessitated by growth during the planning period to be included in the impact fee calculation. Projects included in the CIP include wastewater collection, wastewater treatment, water distribution lines and water production facilities.

4.2 CAPITAL IMPROVEMENT PROJECTS FOR 2021 IMPACT FEE STUDY

The projects eligible for Capital Recovery Fee consideration are shown on **Table 4 (Water) and Table 5 (Wastewater)**. These tables show both proposed future CIP improvements, and existing facilities that have excess capacity which can serve some or all of the projected growth during the study period. For the existing facilities, their design capacity was evaluated against existing demands and projected growth to determine the prorated value for growth during the study period.

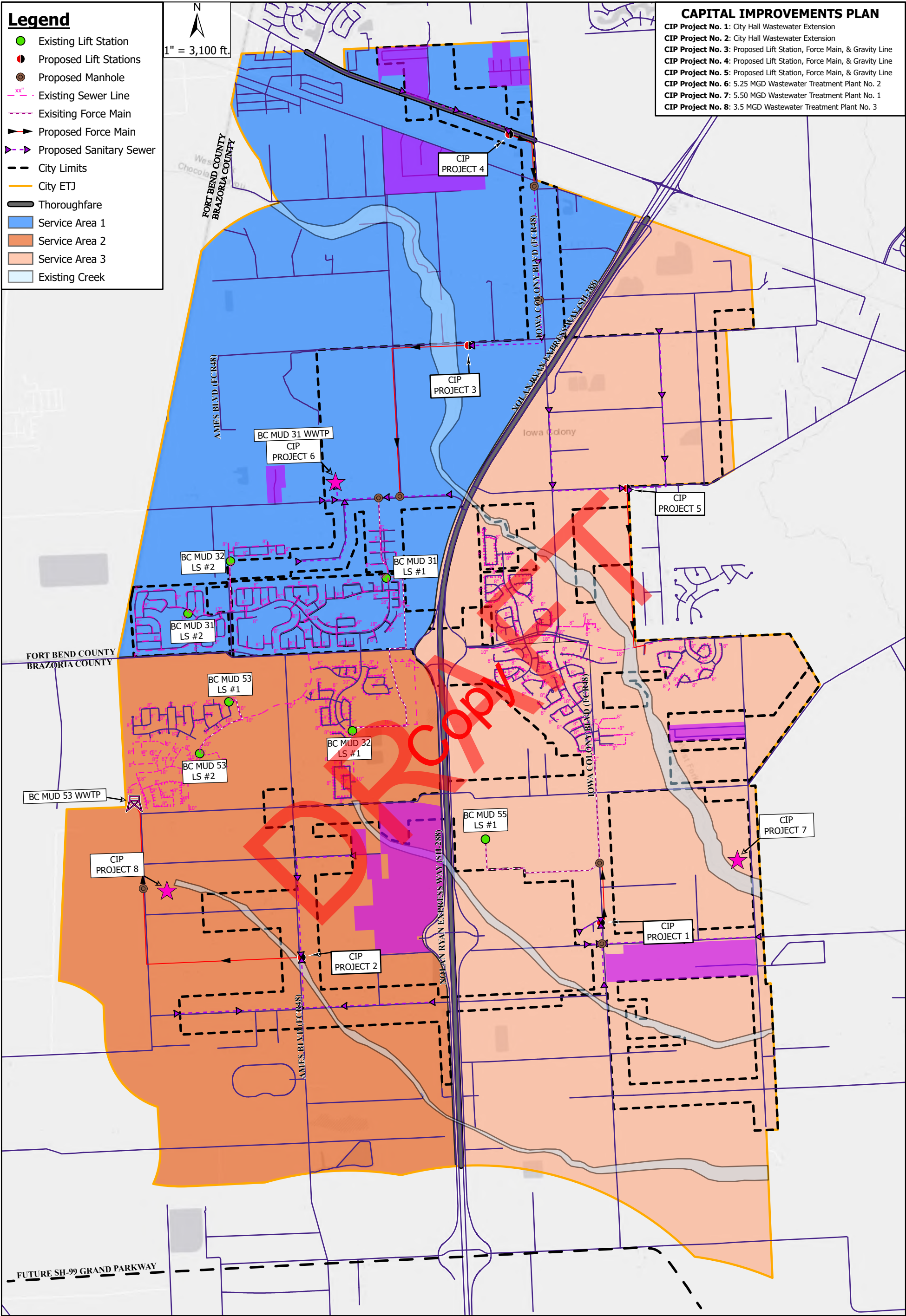
The capital improvement project maps are shown on **Figure 3 - Water and Wastewater Capital Improvement Plan**.

FIGURE 3A - WATER CAPITAL IMPROVEMENT PLAN



CITY OF IOWA COLONY
WATER SYSTEM MASTER PLAN
CAPITAL IMPROVEMENTS PLAN

FIGURE 3B - WASTEWATER CAPITAL IMPROVEMENT PLAN



5.0 IMPACT FEE CALCULATION

This section includes a summary of the capital improvement project costs, interest costs, service unit equivalency, and a calculation of the maximum impact fee amount. The capital improvement costs included in the impact fee calculation is the portion of the project cost that is directly related to new growth. Some of the projects include replacement of an existing facility with new capacity added that will be available for future growth. **Tables 4 and 5** on the following pages show the proposed CIP Project Costs Summaries, reflecting costs prorated for new development to be used in the impact fee calculation.

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Table 4 – Water Project Costs Summary

Project Name	Project Cost	Planned Year	Percent of Cost Related to New Development	Project Costs Related to New Development
CIP Project No. 1A – 12" and 8" Waterline extension to Iowa Colony City Hall Area, including Magnolia Bend, Kelly Leigh Subdivision area	\$1,949,198.00	2024	80%	\$1,559,358
CIP Project No. 1B – Water Supply Plant, 12" and 8" Waterline extension to serve area south of Iowa Colony City Hall including Brister Road and Edward Lane	\$4,616,460.00	2028	80%	\$3,693,168
CIP Project No. 2A – 12" and 8" Waterline extension to area along Iowa Colony Blvd. north of Meridiana and east of SH 288	\$1,550,475.00	2026	80%	\$1,240,380
CIP Project No. 2B – 12" and 8" Waterline extension to area east of Iowa Colony Blvd. and north of Cedar Rapid Parkway	\$5,427,270.00	2029	80%	\$4,341,816
CIP Project No. 3A – 12" & 8" Waterline extension to serve areas along south of Davenport Parkway along Ames Blvd. to South Hayes Creek, including Duke Road and CR 382	\$2,544,380.00	2026	80%	\$2,115,504
CIP Project No. 3B – Water Supply Plant, 12" and 8" waterline extension to serve areas along Ames Blvd, south of South Hayes Creek, including CR 62	\$1,670,085.00	2030	80%	\$1,336,068
CIP Project No. 4A – 12" Waterline extension and Water Supply Plant to serve areas along Iowa Colony Blvd. north of SH288 to Union Pacific Railroad	\$4,703,400.00	2026	80%	\$3,762,720
CIP Project No. 5 – 12" Waterline extension to serve areas along SH6	\$1,326,375.00	2030	80%	\$1,061,100
Surface Water Planning and Capacity Reservation	\$1,500,000.00	2030	100%	\$1,500,000
TOTAL	\$25,387,643.00			\$20,610,114
New Connections Served in 10 Year Period by Water Capital Improvements				\$5,596
Cost per Connection				\$3,683
Project Cost Assigned to the 10 Year Period				\$20,610,114

Table 5 – Wastewater Project Costs Summary

Project Name	Project Cost	Planned Year	Percent of Cost Related to New Development	Project Costs Related to New Development
CIP Project No. 1 – Lift Station and Force Main to serve areas adjacent to the Iowa Colony City Hall area, including Magnolia Bend, Kelly Leigh Subdivision and surrounding areas	\$1,850,850.00	2024	80%	\$1,480,680
CIP Project No. 2 – Lift Station and Force Main to serve areas south of Davenport Parkway and West of SH 288	\$2,993,204.00	2030	80%	\$2,394,563
CIP Project No. 3 – Lift Station, Force Main and Gravity Sanitary Sewer to serve areas south of Bullard Parkway and West of SH 288 including Ruth Road and BCMUD 35	\$1,802,642.00	2028	80%	\$1,442,114
CIP Project No. 4 – Lift Station, Force Main and Gravity Sanitary Sewer to serve areas along SH 6 and areas along Iowa Colony Blvd., from SH 6 to Bullard Parkway	\$2,093,261.00	2026	80%	\$1,674,609
CIP Project No. 5 – Lift Station, Force Main and Gravity Sanitary Sewer to serve areas north of Meridiana Pkwy	\$2,093,261.00	2026	80%	\$1,674,609
CIP Project No. 6 – 5.25 MGD Wastewater Treatment Plant No. 2 Phase I (1.5 MGD)	\$19,500,000.00	2025	100%	\$19,500,000
CIP Project No. 7 – 5.50 MGD Wastewater Treatment Plant No. 1 Phase I (0.5 MGD)	\$6,500,000.00	2030	100%	\$6,500,000
TOTAL	\$36,833,218.00			\$34,666,574
New Connections Served in 10 Year Period by Wastewater Capital Improvements				5596
Cost per Connection				\$6,195
Project Cost Assigned to the 10 Year Period				\$34,666,574

5.1 FINANCE COSTS DETERMINATION

Costs incurred to support the debt service for the CIP list above are eligible for reimbursement in accordance with the Impact Fee Legislation. This study reflects an estimated interest rate of 2.5% per annum on bonds such as TWDB State Revolving Fund loans. On that basis, the total interest expense for the Impact Fee calculation are as follows, based on a 20-year finance term:

TABLE 6 – FINANCE COSTS

	Water	Wastewater
Eligible Project Cost (Principal)	\$20,610,114	\$34,666,574
Interest Rate	2.50%	2.50%
Term (yrs)	20	20
Total Interest	\$5,706,046	\$9,597,666
Total Eligible Cost with Interest	\$26,316,160	\$44,264,240

5.2 SERVICE UNIT DETERMINATION

The equivalent meter comparison is the method used to measure consumption by new growth for impact fee purposes. The 5/8" and 3/4" water meters serve as the service unit for both water and wastewater impact fee calculations. The equivalent meter is defined as the unit equivalent to the hydraulic capacity of a 3/4" meter. The 5/8" and 3/4" meters were selected because it represents the water meter size for an average single-family dwelling. Equivalency factors were provided for larger meter sizes as developed by the American Water Works Association. **Table 7** provides these equivalency factors.

TABLE 7 – EQUIVALENT METER FACTORS

Meter Size (inches)	Equivalency Factor
5/8	1.00
3/4	1.00
1	1.00
1.5	3.33
2	5.33
3	10.00
4	15.67
6	33.33
8	53.33

5.3 MAXIMUM IMPACT FEE CALCULATION

The maximum assessable impact fee is determined by dividing the cost of the CIP projects plus interest by the projected increase in equivalent meters for the 10-year planning period. The fee for various meter sizes is then determined by applying the factors provided in **Table 7** for all meters larger than the standard 3/4" residential meter. The maximum assessable impact fee for the City of Iowa Colony for water and wastewater is as follows:

WATER

Maximum Water Impact Fee = (Water Cost / 5596 new connections) = (\$20,610,114 / 5596) = \$3,683

= (Finance cost \$ / 5,596 new connections) = \$5,706,046 / 5596 = \$1,020

Total Water Fee = \$4,703 per equivalent meter

WASTEWATER

Maximum Wastewater Impact Fee = (Wastewater cost / 5596 new connections) = (\$34,666,574 / 5596) = \$6,195

= (Finance cost \$ / 5,596 new connections) = \$9,597,666 / 5596 = \$1,715

Total Wastewater Fee = \$7,910 per equivalent meter

Chapter 395 of the Local Government Code was amended in 2001 to include that the City must provide a credit for the following:

Section 395.014 Paragraph a (7):

- (A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the Capital Improvements Plan; or
- (B) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

The Impact Fee legislation allows the City to charge an impact fee up to the amount shown as the calculated maximum. For this study, the maximum impact fee is calculated based on the simplified accounting method in item (B) above as:

50% of Water CIP Costs per Equivalent Meter = \$4,703 x 50% = **\$2,352**

50% of Wastewater CIP Costs per Equivalent Meter = \$7,910 x 50% = **\$3,955**

Total = \$6,307

5.4 CONCLUSIONS AND RECOMMENDATIONS

After discussion and deliberation of the Impact Fee Advisory Committee, the 2021 fee amounts to be recommended to City Council are as shown on **Table 8** below:

TABLE 8 – PROPOSED CAPITAL RECOVERY FEES

Water		\$2,350.00
Wastewater		\$3,950.00
TOTAL		\$6,300.00
<u>Multiplying Factors</u>		
Residential Development		Total Impact Fee
Single Family Dwelling	1.00	\$6,300.00
Apartment Complex	1.00	\$6,300.00
Hotel, Motel, Resort, Etc	0.80	\$5,040.00
Mobile Home	1.00	\$6,300.00
Commercial, Retail, Institutional, Light Industrial, and all other non-residential development		Total Impact Fee
5/8"	1.00	\$6,300.00
3/4"	1.00	\$6,300.00
1"	1.00	\$6,300.00
1.5"	3.33	\$20,979.00
2", All Type	5.33	\$33,579.00
3" Compound	10.67	\$67,221.00
3" Turbine	11.67	\$73,521.00
4" Compound	16.67	\$105,021.00
4" Turbine	21.00	\$132,300.00
6" Compound	33.33	\$209,979.00
6" Turbine	43.33	\$272,979.00
8" Compound	53.33	\$335,979.00
8" Turbine	93.33	\$587,979.00
10" Compound	76.67	\$483,021.00
10" Turbine	140.00	\$882,000.00
12" All Types	176.67	\$1,113,021.00

Note 1: When separate dedicated fire system meters and systems are installed, the fire system meters are not charged a separate capital recovery fee.

Note 2: When building fire flow systems are combined with other building water systems, the City Engineer shall determine the equivalency factor based on the meter size that would be required without the fire protection component of the flow.

Bickerstaff Heath Delgado Acosta LLP
3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of the City of Iowa Colony.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Emily Rogers, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a

significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Brazoria County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to you and the City of Iowa Colony, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

THE CITY OF IOWA COLONY

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By: _____

By: Emily W. Rogers
Emily W. Rogers

Printed Name/Title

Date: _____

Date: October 5, 2021

cc: Billing Department

Exhibit A — Scope of Services
Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Assist the City in obtaining a water system from Undine and from the MUDs
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Copy

Exhibit B — Billing Rates
Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2021 BILLING RATE
Arnold, Philip	\$330
Caputo, Cobby	\$415
Caroom, Doug	\$425
Cheney, Denise	\$400
Dugat, Bill	\$385
Falk, Syd	\$440
Gonzalez, Vanessa	\$370
Heath, Bob	\$480
Katz, Joshua	\$355
Kimbrough, Chuck	\$325
Lumpkin, Katy	\$335
Maxwell, Susan	\$370
Mendez, David	\$425
Mendez, Manuel	\$425
Rogers, Emily	\$370
Russell, Claudia	\$370
Seaquist, Gunnar	\$355
Than, Catherine	\$370
Weller, Steven	\$370
Kelley, Kimberly	\$225
Miller, Gregory	\$305
Olds, Daniel	\$280
Robinson, Lori	\$300
Delgado, Hector	\$425
Legal Assistants/Specialists	\$190
McCall, Sherry	\$240

Exhibit C—Client Costs Advanced
Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

Copy

Exhibit D—Verification Required by Texas Government Code Chapter 2271
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED BY:

Emily W. Rogers

Emily W. Rogers

October 5, 2021

This Verification is incorporated and made a part of the Engagement Agreement between the Bickerstaff Heath Delgado Acosta LLP and the City of Iowa Colony.

Copy

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING RULES OF PROCEDURE, A SOCIAL MEDIA POLICY, A WEBSITE POLICY, AND A CODE OF CONDUCT FOR CITY COUNCIL MEMBERS AND CERTAIN OTHER PERSONNEL, WITH RELATED PROVISIONS.

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

1. The attached Rules of Procedure, Social Media Policy, Website Policy, and Code of Conduct of the City of Iowa Colony, Texas, (herein called "the Policies") are hereby adopted and are incorporated herein in full.

2. Without limiting the generality of the foregoing, Subsection II, A of the Policies is amended in the attached Policies to read as follows:

A. **Regular City Council Meetings:** Regular City Council Meetings will be held on the third Monday of each month, except as otherwise herein provided. However, if the regular Council meeting date is a City holiday, then the regular meeting that month will be on the fourth Monday of the month. However, the regular Council meeting in January 2022, will be on January 10, 2022. 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.

3. The Policies hereby adopted replace the Rules of Procedure, Social Media Policy, Website Policy, and Code of Conduct of the City of Iowa Colony, Texas adopted on August 16, 2021, and the Policies hereby adopted supplement any other prior policies or ordinances, by any name, of the City of Iowa Colony.

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

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

PASSED AND APPROVED ON THE FIRST READING ON _____, 2021.

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

CITY OF IOWA COLONY

By: _____
MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:

KAYLEEN ROSSER,
CITY SECRETARY

Iowa Colony/Ordinances/Rules of Procedure (10-13-21)

Copy

ATTACHMENT:

**RULES OF PROCEDURE,
SOCIAL MEDIA POLICY,
WEBSITE POLICY,
AND CODE OF CONDUCT
FOR
CITY OF IOWA COLONY**

Copy

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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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:** 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.

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

5. Wait to speak until recognized by the Presiding Officer.
6. Approach the podium and state your name and address.
7. Address remarks to the Presiding Officer.
8. Limit comments to subject under discussion (if speaking on an agenda item).
9. Limit comments to three (3) minutes.
10. 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**).

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V. **COUNCIL WORKSESSIONS/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.
- C. **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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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)

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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 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
- Organizations whose principal purpose is to advocate for or against a candidate, legislative, or regulatory measure
- 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.

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.

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.

Copy

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; **ANNEXING A PORTION OF AMES BOULEVARD (COUNTY ROAD 48) AND A PORTION OF MERIDIANA PARKWAY (COUNTY ROAD 56)**, AS MORE FULLY DESCRIBED HEREIN; ADOPTING A SERVICE PLAN, AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE.

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

1. The City Council of the City of Iowa Colony, Texas ("the City") hereby finds that all statements in any part of this ordinance are true.

2. This annexation is authorized by Section 43.1055 of the Texas Local Government Code and all other applicable law.

3. Brazoria County is the owner of the rights of way annexed by this ordinance, and Brazoria County has requested this annexation.

4. This entire ordinance is in the public interest.

5. This ordinance causes an area to be completely surrounded by the City but does not include that area within the City, and the City Council finds that surrounding that area is in the public interest, for several reasons:

- (a) this annexation expands the contiguous area of the City along the roads, for clarity and uniformity of jurisdiction over traffic offenses, 911 emergency calls, and other laws;
- (b) this annexation expands the contiguous area of the City toward additional territory that the owners wish to have annexed into the City;
- (c) the owners of the area to be surrounded have not petitioned the City to annex it;
- (d) the area to be surrounded is already in the extraterritorial jurisdiction of the City of Iowa Colony, so it already is ineligible for annexation by any other city, with or without this annexation; and
- (e) other good and sufficient reasons.

6. The procedures and requirements of the Texas Local Government Code and any other applicable law have been duly followed and satisfied concerning this annexation.

7. The property (herein called "the Annexed Area") described on Exhibit "A," which is attached hereto and incorporated herein in full, is hereby annexed into the City of Iowa Colony, Texas, and the boundary limits of the City of Iowa Colony are hereby extended to include the Annexed Area within the territorial limits of the City of Iowa Colony. The inhabitants of the

Annexed Area shall hereafter be entitled to all the rights and privileges of citizens of the City of Iowa Colony and shall be bound by the acts, ordinances, resolutions, and regulations of that City.

8. The City of Iowa Colony hereby adopts and enacts the Municipal Service Plan attached hereto as Exhibit “B” and incorporated herein in full.

9. The City Secretary is hereby directed to file a certified copy of this ordinance with the Brazoria County Clerk and the Texas Comptroller of Public Accounts.

10. If any portion of this ordinance, of whatever size, is ever held to be invalid for any reason, the remainder of this ordinance shall remain in full force and effect. Without limiting the generality of the foregoing, if this annexation is ever held invalid as to any portion, of whatever size, of the territory described on Exhibit “A” hereto, then this annexation shall remain valid as to the remainder of such territory.

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

READ, PASSED AND APPROVED on the 18th day of October, 2021.

Copy

**MICHAELBYRUM-BRATSEN,
MAYOR
CITY OF IOWA COLONY, TEXAS**

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

**EXHIBIT “A”
ANNEXED AREA**

Copy

City of Iowa Colony
7.306 Acres

H.T. & B.R.R. Co. Survey, Section 51, A-288 &
Lavaca Navigation Co. Survey, Section 1, A-329

MERIDIANA PARKWAY WEST
ANNEXATION TRACT 1

STATE OF TEXAS §

COUNTY OF BRAZORIA §

METES AND BOUNDS DESCRIPTION of a 7.306-acre tract in the H.T. & B.R.R. Co. Survey, Section 51, Abstract No. 288 and the Lavaca Navigation Co. Survey, Section 1, Abstract No. 329 in Brazoria County, Texas. Said 7.306-acre tract is a portion of Meridiana Parkway between the west line of State Highway 288 and Ames Boulevard and is more particularly described as follows:

BEGINNING at a point in the east line of Meridiana Parkway as recorded in Clerk's File No. 2014058165 in the Brazoria County Clerk's Office, same being the west right-of-way line of State Highway 288 (width varies), from which the northeast corner of said Meridiana Parkway bears North 02°54'58" East, a distance of 20.00 feet. Said point is in the centerline of a 40-foot wide road right-of-way as dedicated on the Emigration Land Company plat as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and is a southeasterly corner of a 296.7-acre tract of land (called Tract 1) in City of Iowa Colony Annexation Ordinance No. 2019-07 as recorded in Clerk's File No. 2019015034 in the Brazoria County Clerk's Office;

THENCE, South 02°54'58" East, along the east line of said Meridiana Parkway, same being the west line of said State Highway 288, for a distance of 51.50 feet to an interior corner of said Meridiana Parkway;

THENCE, North 87°52'12" East, continuing along an interior line of said Meridiana Parkway, same being the west line of said State Highway 288, for a distance of 103.43 feet to the most easterly northeast corner of said Meridiana Parkway;

THENCE South 49°01'54" East, continuing along the east line of said Meridiana Parkway, same being the west line of said State Highway 288, for a distance of 11.19 feet to a point in the south right-of-way line of said Meridiana Parkway (based on a width of 120-feet);

THENCE, South 87°19'10" West, along the south line of said Meridiana Parkway for a distance of 4,376.49 feet to a point in the centerline of County Road 48;

THENCE, North 02°41'46" West, along the centerline of said County Road 48 for a distance of 38.65 feet to a point on the south line of Meridiana Parkway, same being the former south line of County Road 56;

THENCE, South 87°17'54" West, along the south line of Meridiana Parkway, same being the former south line of County Road 56, for a distance of 1,823.36 feet to a point in the centerline of a 40-foot wide road right-of-way running north-south as dedicated on the aforementioned Emigration Land Company plat;

THENCE, North 02°42'06" West, along the centerline of said 40-foot wide road right-of-way for a distance of 77.77 feet to a southwesterly corner of the herein described tract;

THENCE, North 46°33'13" West, at 15.95 feet pass the south corner of Restricted Reserve "A" in the Final Plat of Sterling Lakes at Iowa Colony County Road No. 48 as recorded in Clerk's File No. 2016007082 in the Brazoria County Clerk's Office and continue for a total distance of 102.53 feet to the south corner of a 168.205-acre tract of land (called Tract 4) in the aforementioned City of Iowa Colony Annexation Ordinance No. 2019-07;

THENCE, North 02°40'40" West, along the east line of said 168.205-acre tract for a distance of 118.94 feet to a point in the projected south line of Sterling Lakes West, Section 2 as recorded in Clerk's File No. 2016052704 in the Brazoria County Clerk's Office;

THENCE, North 87°19'27" East, along the projected south line of said Sterling Lakes West, Section 2 for a distance of 130.94 feet to a point in the west line of an 88.42-acre tract of land (called Tract 3) in the aforementioned City of Iowa Colony Annexation Ordinance No. 2019-07;

THENCE, South 02°40'33" East, along the west line of said 88.42-acre tract for a distance of 249.05 feet to the southwest corner of said 88.42-acre tract;

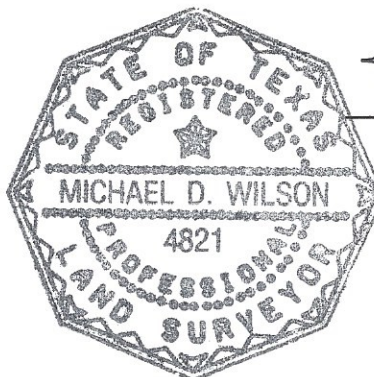
THENCE, North 87°20'54" East, along the south line of said 88.42-acre tract, at a distance of 1,459.16 feet pass the southeast corner of said 88.42-acre tract, same being the southwest corner of the aforementioned 296.7-acre tract and continuing along the south line of said 296.7-acre tract for a total distance of 1,762.74 feet to an angle point at the projected centerline of the aforementioned County Road 48;

THENCE, North 87°17'54" East, continuing along the south line of said 296.7-acre tract for a distance of 4,265.55 feet to the POINT OF BEGINNING, containing a computed area of 7.306-acres (318,270 square feet).

NOTE:

1. The bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface. Scale factor: 0.99857950.
2. A separate Annexation Map has been prepared in connection with this metes and bounds description.
3. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

The Wilson Survey Group, Inc.
2006 East Broadway, Suite 103
Pearland, Texas 77581
281-485-3991
T.B.P.E.L.S. Firm No. 10014900
Job No. 21-123



Michael D. Wilson

Michael D. Wilson, R.P.L.S.
Registration No 4821

05/12/21

City of Iowa Colony
7.849 Acres

Lavaca Navigation Co. Survey
Section 1, Abstract No.329

MERIDIANA PARKWAY WEST
ANNEXATION TRACT 2

STATE OF TEXAS §

COUNTY OF BRAZORIA §

METES AND BOUNDS DESCRIPTION of a 7.849-acre tract in the Lavaca Navigation Co. Survey, Section 1, Abstract No. 329 in Brazoria County, Texas. Said 7.849-acre tract is a portion of Meridiana Parkway between Ames Boulevard and the west line of Sterling Lakes West Section 4 and is more particularly described as follows:

BEGINNING at the southwest corner of Sterling Lakes West Sec 4 as recorded in Clerk's File No. 2019065045 in the Brazoria County Clerk's Office. Said point is in Meridiana Parkway and is in the south line of a 168.205-acre tract (called Tract 4) in City of Iowa Colony Annexation Ordinance No. 2019-07 as recorded in Clerk's File No. 2019015034 in the Brazoria County Clerk's Office;

THENCE, North 87°01'25" East, along the south line of said Sterling Lakes West Sec 4, same being the south line of said 168.205-acre tract, for a distance of 3,128.58 feet to an angle point for the Final Plat of Sterling Lakes at Iowa Colony County Road No. 48 as recorded in Clerk's File No. 2016007082 in the Brazoria County Clerk's Office. Said point is the most southerly southeasterly corner of said 168.205-acre tract;

THENCE, South 82°23'40" East, along the southwesterly line of said Final Plat of Sterling Lakes at Iowa Colony County Road No. 48, same being the southeasterly line of said 168.205-acre tract, for a distance of 164.62 feet to an angle point of said Final Plat of Sterling Lakes at Iowa Colony County Road No. 48;

THENCE, South 46°32'37" East, continuing along the southwesterly line of said Final Plat of Sterling Lakes at Iowa Colony County Road No. 48, same being a southeasterly line of said 168.205-acre tract, for a distance of 107.93 feet to a point in the south line of the aforementioned Meridiana Parkway (120-feet wide at this location) formerly County Road 56, variable width right-of-way, no conveyance found);

THENCE, South 87°01'22" West, along the south line of said Meridiana Parkway for a distance of 317.14 feet to the point of intersection with the north line of a 190.484-acre tract of land described in a deed to FNCFS Partnership, Ltd. as recorded in Clerk's File No.'s 02-050042 and 03-017762 in the Brazoria County Clerk's Office;

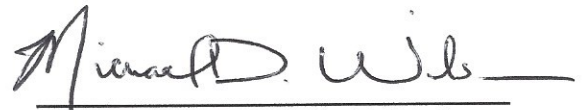
THENCE, South 87°12'49" West, along the north line of said 190.484-acre tract for a distance of 3,048.13 feet to the projected west line of the aforementioned Sterling Lakes West Sec 4;

THENCE, North 02°42'23" West, along the projected west line of said Sterling Lakes West Sec 4 for a distance of 98.34 feet to the POINT OF BEGINNING, containing a computed area of 7.849-acres (341,892 square feet).

NOTE:

1. The bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface. Scale factor: 0.99857950.
2. A separate Boundary Map has been prepared in connection with this metes and bounds description.
3. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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T.B.P.E.L.S. Firm No. 10014900
Job No. 21-123



Michael D. Wilson, R.P.L.S.
Registration No 4821

05/12/21



City of Iowa Colony
8.656 Acres

H.T. & B.R.R. Co. Survey, Section 57, A-289 &
William Pettus League, A-714

AMES BOULEVARD
ANNEXATION TRACT 3

STATE OF TEXAS §

COUNTY OF BRAZORIA §

METES AND BOUNDS DESCRIPTION of an 8.656-acre tract in the H.T. & B.R.R. Co. Survey, Section 57, Abstract No. 289 and the William Pettus League, Abstract No. 714 in Brazoria County, Texas. Said 8.656-acre tract is a portion of Ames Boulevard and is more particularly described as follows:

BEGINNING at the point of intersection of the projected south line of Sterling Lakes West, Section 2 as recorded in Clerk's File No. 2016052704 in the Brazoria County Clerk's Office with the projected west line of said Ames Boulevard as established by the Final Plat of Sterling Lakes at Iowa Colony County Road No. 48 as recorded in Clerk's File No. 2016007082 in the Brazoria County Clerk's Office;

THENCE, North 02°40'40" West, along the projected west line of said Ames Boulevard at a distance of 37.32 feet pass the southeast corner of a 3.000-acre tract of land called "Drill Site No. 4" as recorded in Clerk's File No. 2003075441 in the Brazoria County Clerk's Office, said point is a southeasterly corner of a 168.205-acre tract of land (called Tract 4) in City of Iowa Colony Annexation Ordinance No. 2019-07 as recorded in Clerk's File No. 2019015034 in the Brazoria County Clerk's Office and continuing for a total distance of 2,377.56 feet to the northeast corner of said 168.205-acre tract, said point is the northeast corner of Restricted Reserve "D" of Sterling Lakes West, Section 1 as recorded in Clerk's File No. 2016028115 in the Brazoria County Clerk's Office and is in the south line of a 1.46-acre tract of land described in a deed to the South Texas Water Company as recorded in Volume 268, Page 625 in the Brazoria County Deed Records;

THENCE, North 86°55'09" East, along the south line of said 1.46-acre tract for a distance of 50.00 feet to a point in the west line of a 40-foot wide road right-of-way as dedicated on the Emigration Land Company plat as recorded in Volume 2, Page 113 in the Brazoria County Plat Records;

THENCE, North 02°42'06" West, along the west line of said 40-foot wide road right-of-way for a distance of 1,332.77 feet to a point on the projected north line of Sterling Lakes at Iowa Colony, Section 13 as recorded in Clerk's File No. 2019001428 in the Brazoria County Clerk's Office;

THENCE, North 87°18'41" East, along the projected line of said Sterling Lakes at Iowa Colony, Section 13 for a distance of 80.00 feet to the northwest corner of Unrestricted Reserve "A", said point is in the east line of the aforementioned Ames Boulevard as defined by said Sterling Lakes at Iowa Colony, Section 13;

THENCE, South 02°42'06" East, along the east line of said Ames Boulevard, same being the west line of said Unrestricted Reserve "A", for a distance of 582.08 feet to a point in the south line of Block 5 of said Sterling Lakes at Iowa Colony, Section 13, said point is the northwest corner of Restricted Reserve "H" and is in the north line of a 27.797-acre tract of land (called Tract 5) in the aforementioned City of Iowa Colony Annexation Ordinance No. 2019-07;

THENCE, South 87°19'01" West, along the north line of said 27.797-acre tract for a distance of 60.00 feet to the northwest corner of said 27.797-acres, said point is in the centerline of the aforementioned 40-foot wide road right-of-way;

THENCE, South 02°42'06" East, along the west line of said 27.797-acre tract, same being the centerline of said 40-foot wide road right-of-way, for a distance of 574.89 feet to the southwest corner of said 27.797-acres;

THENCE, North 87°18'50" East, along the south line of said 27.797-acre tract for a distance of 20.00 feet to a point in the east line of said 40-foot wide road right-of-way;

THENCE, South 02°42'06" East, along the east line of said 40-foot wide road right-of-way for a distance of 163.00 feet to a point in the north line of Sterling Lakes at Iowa Colony, Section 12B as recorded in Clerk's File No. 2013060392 in the Brazoria County Clerk's Office;

THENCE, North 87°18'50" East, along the north line of said Sterling Lakes at Iowa Colony, Section 12B for a distance of 41.04 feet to the northwest corner of an 88.42-acre tract of land (called Tract 3) in the aforementioned City of Iowa Colony Annexation Ordinance No. 2019-07;

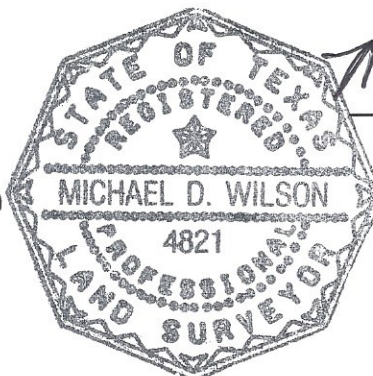
THENCE, South 02°40'33" East, along the west line of said 88.42-acre tract for a distance of 2,390.74 feet to a point in the aforementioned Meridiana Parkway, said point is in the projection of the south line of the aforementioned Sterling Lakes West, Section 2;

THENCE, South 87°19'27" West, for a distance of 130.94 feet to the POINT OF BEGINNING, containing a computed area of 8.656-acres (377,077 square feet).

NOTE:

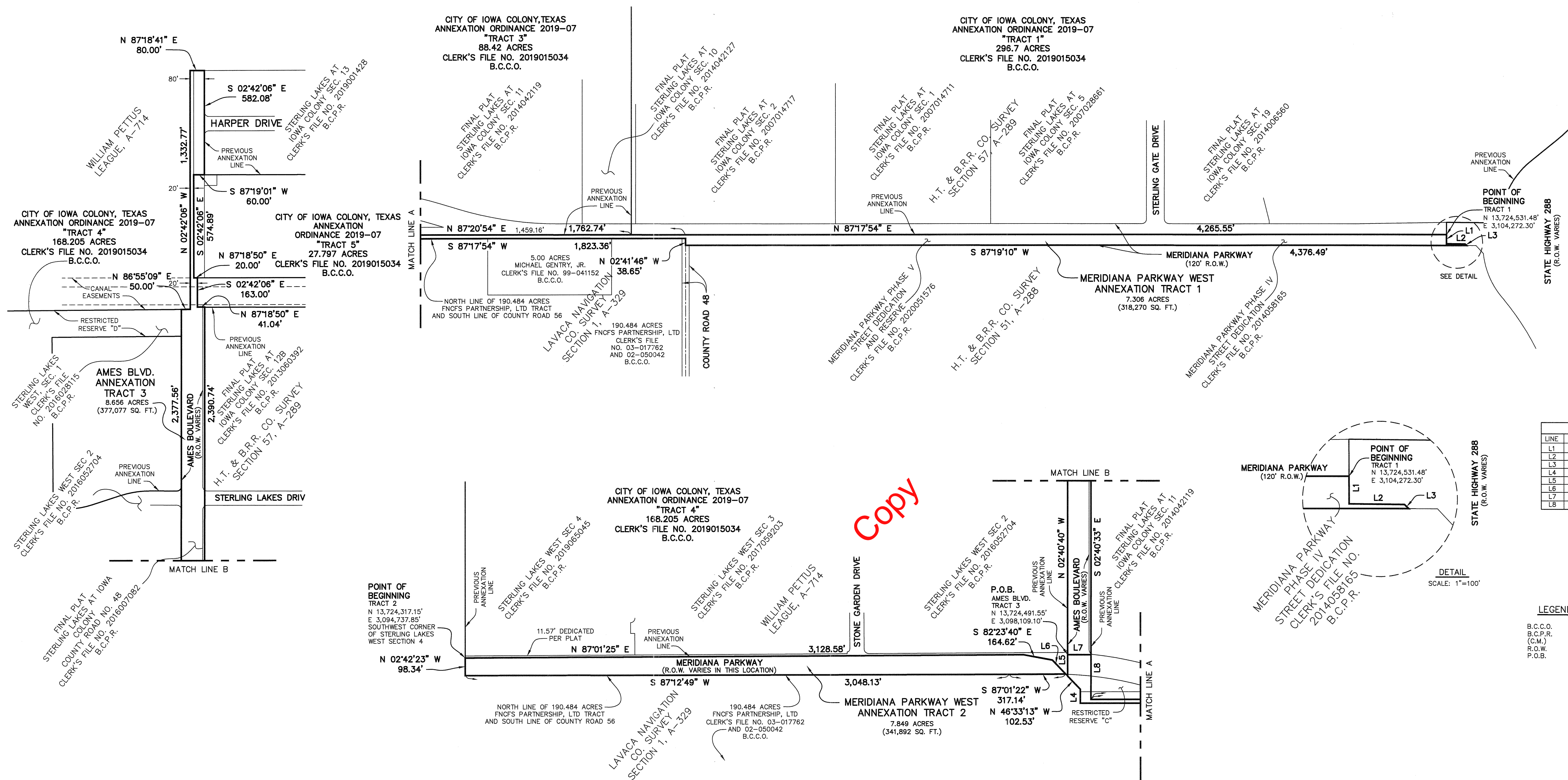
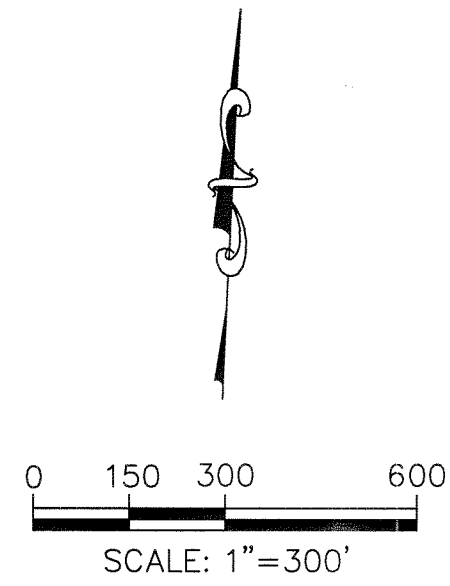
1. The bearings, distances and grid coordinate shown hereon are based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface. Scale factor: 0.99987.
2. A separate Boundary Map has been prepared in connection with this metes and bounds description.
3. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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Job No. 21-123



Michael D. Wilson, R.P.L.S.
Registration No 4821

05/12/21



LINE CHART		
LINE	BEARING	DISTANCE
L1	S 02°54'58" E	51.50
L2	N 87°52'12" E	103.43
L3	S 49°01'54" E	11.19
L4	N 02°42'06" W	77.77
L5	N 02°40'40" W	118.94
L6	S 46°32'37" E	107.93
L7	N 87°19'27" E	130.94
L8	S 02°40'33" E	249.05

LEGEND	
B.C.C.O.	BRAZORIA COUNTY CLERK'S OFFICE
B.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
(C.M.)	CONTROL MONUMENT
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

NOTES:
1. THE BEARINGS AND GRID COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. DISTANCES ARE SURFACE. SCALE FACTOR: 0.99857950.




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

MICHAEL D. WILSON R.P.L.S.
TEXAS REGISTRATION NO. 4821

05/12/21

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 THE WILSON SURVEY GROUP PROFESSIONAL LAND SURVEYORS 2006 E. BROADWAY PEARLAND, TEXAS (281) 485-3991 T.B.P.E.L.S. FIRM NO. 10014900 WEBSITE: WWW.WILSONSURVEY.COM		CAD FILE 21-123.dwg ORIGINAL PLOT DATE: 05/13/21 DWN C.L.H. CKD M.D.W. APPD M.D.W. SCALE 1"=300' JOB NO. 21-123 SHEET 1 OF 1
CITY OF IOWA COLONY		
EXHIBIT MAP OF THREE ANNEXATION TRACTS IN THE H.T. & B.R.R. CO. SURVEY, SECTION 57, ABSTRACT NO. 289 IN BRAZORIA COUNTY, TEXAS		

**EXHIBIT “B”
SERVICE PLAN**

Copy

CITY OF IOWA COLONY
MUNICIPAL SERVICE PLAN
(For Proposed Annexation Of South Half Of Meridiana Parkway
And South Segment Of Ames Boulevard – 2021)
October 18, 2021

GENERAL

The annexation area as defined herein consists of portions of the rights of way of Meridiana Parkway (County Road 56) and Ames Boulevard (County Road 48), which greatly limits the amounts and types of public services required.

The proposed annexation includes Annexation Tracts 1, 2, and 3 (collectively “the annexation area,” or “the area”), which are shown on the attached property descriptions and map, which are incorporated herein in full. Annexation Tracts 1 and 2 are generally described as a segment of the right of way of Meridiana Parkway (County Road 56) from the west right of way line of State Highway 288 westward to the west line of Sterling Lakes West Subdivision Section 4, less and except the portion thereof already in the city limits of Iowa Colony. Annexation Tract 3 is generally described as a segment of the right of way of Ames Boulevard (County Road 48) from the projected south line of Sterling Lakes West Subdivision Section 2 northward to the projected north line of Sterling Lakes Subdivision Section 13, less and except the portion thereof already in the city limits of Iowa Colony city.

POLICE

Currently, the area is under the jurisdiction of the Brazoria County Sheriff’s Office. However, upon annexation, the City Police Department, supplemented by the Brazoria County Sheriff’s Office, will provide police services to the area.

FIRE

Fire suppression will be available to the area upon annexation. Primary fire response will be provided by the Iowa Colony Volunteer Fire Department. Fire services will also be provided by the Brazoria County Emergency Services District No. 3.

EMS

Emergency medical services will be available to the area upon annexation. Emergency medical services will be provided by Brazoria County Emergency Services District No. 3 and by the Iowa Colony Volunteer Fire Department.

BUILDING INSPECTION and CODE ENFORCEMENT

The Iowa Colony Building Official and Code Enforcement Officer will provide code enforcement services upon annexation. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for any new construction and remodeling and enforcing all other applicable codes that regulate building construction within the City.

The City will also provide various code enforcement services. These include zoning enforcement, animal control, subdivision regulation enforcement, and junk vehicle compliance, among other codes and ordinances the City has adopted.

PLANNING AND ZONING

The City's authority to regulate development and land use through the administration of the City's Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City's Subdivision Ordinance.

CODE ENFORCEMENT

The City's Code Enforcement Officer will implement the enforcement of the City's ordinances and regulations in the annexed area on the effective date of the annexation.

STREETS

The annexation area is the right of way of roadways that already exist, although future expansions are expected. To the extent that improvements become necessary, either the City or a developer will provide them. City street improvements will be inspected by the City Engineer for compliance with the Design Criteria Manual. Maintenance of the publicly dedicated street facilities will be provided by the City upon the effective date of the annexation, subject to any obligation of the subdivider or other persons concerning streets.

STORM WATER MANAGEMENT

Developers will provide storm water drainage at their own expense, and such facilities will be inspected by the City Engineer at time of completion. The City will then maintain the public drainage systems following city approval and acceptance. Responsibility for any storm water drainage facilities not covered as provided above will be allocated the same as for street construction and maintenance, as herein provided.

STREET LIGHTING

Responsibility for street lighting will be allocated the same as for storm water management.

WATER SERVICE

If water service becomes necessary, a municipal utility district or the City will provide water service to the area in accordance with the applicable codes and City policy.

SANITARY SEWER SERVICE

The annexation area is unlikely to need sanitary sewer service, since it consists of roadway rights of way. If sanitary sewer service becomes necessary, the City or a municipal utility district will provide that service to the area in accordance with the applicable codes and City policy.

SOLID WASTE SERVICES

Solid Waste Collection shall be provided to the area by private contractors. Service shall comply with any City policies, beginning with occupancy of structures.

PARKS, PLAYGROUNDS, AND SWIMMING POOLS

Since the annexation area consists of road rights of way, no parks, playgrounds, or swimming pools are expected.

CAPITAL IMPROVEMENTS

To the extent that capital improvements become necessary, either the City or a developer will provide them, within any time limits provided by law.

MISCELLANEOUS

Any other applicable municipal services will be provided to the area in accordance with the City's established policies governing extension of municipal services to newly annexed areas.

SUBJECT TO CONTRACTS

The City has various agreements with developers, one or more municipal utility districts, and/or other governmental entities concerning the development of the area proposed for annexation, and other matters intended to optimize the land use, tax base, and/or efficient and economical provision of services in the area. This Service Plan is subject to the terms of any of those arrangements and does not waive or impair any of those terms.

City of Iowa Colony
7.306 Acres

H.T. & B.R.R. Co. Survey, Section 51, A-288 &
Lavaca Navigation Co. Survey, Section 1, A-329

MERIDIANA PARKWAY WEST
ANNEXATION TRACT 1

STATE OF TEXAS §

COUNTY OF BRAZORIA §

METES AND BOUNDS DESCRIPTION of a 7.306-acre tract in the H.T. & B.R.R. Co. Survey, Section 51, Abstract No. 288 and the Lavaca Navigation Co. Survey, Section 1, Abstract No. 329 in Brazoria County, Texas. Said 7.306-acre tract is a portion of Meridiana Parkway between the west line of State Highway 288 and Ames Boulevard and is more particularly described as follows:

BEGINNING at a point in the east line of Meridiana Parkway as recorded in Clerk's File No. 2014058165 in the Brazoria County Clerk's Office, same being the west right-of-way line of State Highway 288 (width varies), from which the northeast corner of said Meridiana Parkway bears North 02°54'58" East, a distance of 20.00 feet. Said point is in the centerline of a 40-foot wide road right-of-way as dedicated on the Emigration Land Company plat as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and is a southeasterly corner of a 296.7-acre tract of land (called Tract 1) in City of Iowa Colony Annexation Ordinance No. 2019-07 as recorded in Clerk's File No. 2019015034 in the Brazoria County Clerk's Office;

THENCE, South 02°54'58" East, along the east line of said Meridiana Parkway, same being the west line of said State Highway 288, for a distance of 51.50 feet to an interior corner of said Meridiana Parkway;

THENCE, North 87°52'12" East, continuing along an interior line of said Meridiana Parkway, same being the west line of said State Highway 288, for a distance of 103.43 feet to the most easterly northeast corner of said Meridiana Parkway;

THENCE South 49°01'54" East, continuing along the east line of said Meridiana Parkway, same being the west line of said State Highway 288, for a distance of 11.19 feet to a point in the south right-of-way line of said Meridiana Parkway (based on a width of 120-feet);

THENCE, South 87°19'10" West, along the south line of said Meridiana Parkway for a distance of 4,376.49 feet to a point in the centerline of County Road 48;

THENCE, North 02°41'46" West, along the centerline of said County Road 48 for a distance of 38.65 feet to a point on the south line of Meridiana Parkway, same being the former south line of County Road 56;

THENCE, South 87°17'54" West, along the south line of Meridiana Parkway, same being the former south line of County Road 56, for a distance of 1,823.36 feet to a point in the centerline of a 40-foot wide road right-of-way running north-south as dedicated on the aforementioned Emigration Land Company plat;

THENCE, North 02°42'06" West, along the centerline of said 40-foot wide road right-of-way for a distance of 77.77 feet to a southwesterly corner of the herein described tract;

THENCE, North 46°33'13" West, at 15.95 feet pass the south corner of Restricted Reserve "A" in the Final Plat of Sterling Lakes at Iowa Colony County Road No. 48 as recorded in Clerk's File No. 2016007082 in the Brazoria County Clerk's Office and continue for a total distance of 102.53 feet to the south corner of a 168.205-acre tract of land (called Tract 4) in the aforementioned City of Iowa Colony Annexation Ordinance No. 2019-07;

THENCE, North 02°40'40" West, along the east line of said 168.205-acre tract for a distance of 118.94 feet to a point in the projected south line of Sterling Lakes West, Section 2 as recorded in Clerk's File No. 2016052704 in the Brazoria County Clerk's Office;

THENCE, North 87°19'27" East, along the projected south line of said Sterling Lakes West, Section 2 for a distance of 130.94 feet to a point in the west line of an 88.42-acre tract of land (called Tract 3) in the aforementioned City of Iowa Colony Annexation Ordinance No. 2019-07;

THENCE, South 02°40'33" East, along the west line of said 88.42-acre tract for a distance of 249.05 feet to the southwest corner of said 88.42-acre tract;

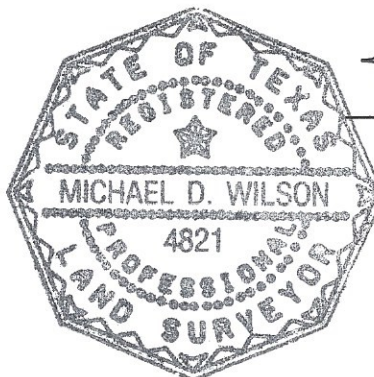
THENCE, North 87°20'54" East, along the south line of said 88.42-acre tract, at a distance of 1,459.16 feet pass the southeast corner of said 88.42-acre tract, same being the southwest corner of the aforementioned 296.7-acre tract and continuing along the south line of said 296.7-acre tract for a total distance of 1,762.74 feet to an angle point at the projected centerline of the aforementioned County Road 48;

THENCE, North 87°17'54" East, continuing along the south line of said 296.7-acre tract for a distance of 4,265.55 feet to the POINT OF BEGINNING, containing a computed area of 7.306-acres (318,270 square feet).

NOTE:

1. The bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface. Scale factor: 0.99857950.
2. A separate Annexation Map has been prepared in connection with this metes and bounds description.
3. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

The Wilson Survey Group, Inc.
2006 East Broadway, Suite 103
Pearland, Texas 77581
281-485-3991
T.B.P.E.L.S. Firm No. 10014900
Job No. 21-123



Michael D. Wilson

Michael D. Wilson, R.P.L.S.
Registration No 4821

05/12/21

City of Iowa Colony
7.849 Acres

Lavaca Navigation Co. Survey
Section 1, Abstract No.329

MERIDIANA PARKWAY WEST
ANNEXATION TRACT 2

STATE OF TEXAS §

COUNTY OF BRAZORIA §

METES AND BOUNDS DESCRIPTION of a 7.849-acre tract in the Lavaca Navigation Co. Survey, Section 1, Abstract No. 329 in Brazoria County, Texas. Said 7.849-acre tract is a portion of Meridiana Parkway between Ames Boulevard and the west line of Sterling Lakes West Section 4 and is more particularly described as follows:

BEGINNING at the southwest corner of Sterling Lakes West Sec 4 as recorded in Clerk's File No. 2019065045 in the Brazoria County Clerk's Office. Said point is in Meridiana Parkway and is in the south line of a 168.205-acre tract (called Tract 4) in City of Iowa Colony Annexation Ordinance No. 2019-07 as recorded in Clerk's File No. 2019015034 in the Brazoria County Clerk's Office;

THENCE, North 87°01'25" East, along the south line of said Sterling Lakes West Sec 4, same being the south line of said 168.205-acre tract, for a distance of 3,128.58 feet to an angle point for the Final Plat of Sterling Lakes at Iowa Colony County Road No. 48 as recorded in Clerk's File No. 2016007082 in the Brazoria County Clerk's Office. Said point is the most southerly southeasterly corner of said 168.205-acre tract;

THENCE, South 82°23'40" East, along the southwesterly line of said Final Plat of Sterling Lakes at Iowa Colony County Road No. 48, same being the southeasterly line of said 168.205-acre tract, for a distance of 164.62 feet to an angle point of said Final Plat of Sterling Lakes at Iowa Colony County Road No. 48;

THENCE, South 46°32'37" East, continuing along the southwesterly line of said Final Plat of Sterling Lakes at Iowa Colony County Road No. 48, same being a southeasterly line of said 168.205-acre tract, for a distance of 107.93 feet to a point in the south line of the aforementioned Meridiana Parkway (120-feet wide at this location) formerly County Road 56, variable width right-of-way, no conveyance found);

THENCE, South 87°01'22" West, along the south line of said Meridiana Parkway for a distance of 317.14 feet to the point of intersection with the north line of a 190.484-acre tract of land described in a deed to FNCFS Partnership, Ltd. as recorded in Clerk's File No.'s 02-050042 and 03-017762 in the Brazoria County Clerk's Office;

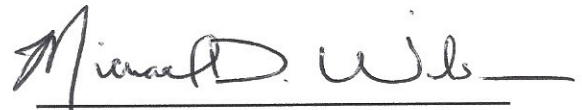
THENCE, South 87°12'49" West, along the north line of said 190.484-acre tract for a distance of 3,048.13 feet to the projected west line of the aforementioned Sterling Lakes West Sec 4;

THENCE, North 02°42'23" West, along the projected west line of said Sterling Lakes West Sec 4 for a distance of 98.34 feet to the POINT OF BEGINNING, containing a computed area of 7.849-acres (341,892 square feet).

NOTE:

1. The bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface. Scale factor: 0.99857950.
2. A separate Boundary Map has been prepared in connection with this metes and bounds description.
3. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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Job No. 21-123



Michael D. Wilson, R.P.L.S.
Registration No 4821

05/12/21



City of Iowa Colony
8.656 Acres

H.T. & B.R.R. Co. Survey, Section 57, A-289 &
William Pettus League, A-714

AMES BOULEVARD
ANNEXATION TRACT 3

STATE OF TEXAS §

COUNTY OF BRAZORIA §

METES AND BOUNDS DESCRIPTION of an 8.656-acre tract in the H.T. & B.R.R. Co. Survey, Section 57, Abstract No. 289 and the William Pettus League, Abstract No. 714 in Brazoria County, Texas. Said 8.656-acre tract is a portion of Ames Boulevard and is more particularly described as follows:

BEGINNING at the point of intersection of the projected south line of Sterling Lakes West, Section 2 as recorded in Clerk's File No. 2016052704 in the Brazoria County Clerk's Office with the projected west line of said Ames Boulevard as established by the Final Plat of Sterling Lakes at Iowa Colony County Road No. 48 as recorded in Clerk's File No. 2016007082 in the Brazoria County Clerk's Office;

THENCE, North 02°40'40" West, along the projected west line of said Ames Boulevard at a distance of 37.32 feet pass the southeast corner of a 3.000-acre tract of land called "Drill Site No. 4" as recorded in Clerk's File No. 2003075441 in the Brazoria County Clerk's Office, said point is a southeasterly corner of a 168.205-acre tract of land (called Tract 4) in City of Iowa Colony Annexation Ordinance No. 2019-07 as recorded in Clerk's File No. 2019015034 in the Brazoria County Clerk's Office and continuing for a total distance of 2,377.56 feet to the northeast corner of said 168.205-acre tract, said point is the northeast corner of Restricted Reserve "D" of Sterling Lakes West, Section 1 as recorded in Clerk's File No. 2016028115 in the Brazoria County Clerk's Office and is in the south line of a 1.46-acre tract of land described in a deed to the South Texas Water Company as recorded in Volume 268, Page 625 in the Brazoria County Deed Records;

THENCE, North 86°55'09" East, along the south line of said 1.46-acre tract for a distance of 50.00 feet to a point in the west line of a 40-foot wide road right-of-way as dedicated on the Emigration Land Company plat as recorded in Volume 2, Page 113 in the Brazoria County Plat Records;

THENCE, North 02°42'06" West, along the west line of said 40-foot wide road right-of-way for a distance of 1,332.77 feet to a point on the projected north line of Sterling Lakes at Iowa Colony, Section 13 as recorded in Clerk's File No. 2019001428 in the Brazoria County Clerk's Office;

THENCE, North 87°18'41" East, along the projected line of said Sterling Lakes at Iowa Colony, Section 13 for a distance of 80.00 feet to the northwest corner of Unrestricted Reserve "A", said point is in the east line of the aforementioned Ames Boulevard as defined by said Sterling Lakes at Iowa Colony, Section 13;

THENCE, South 02°42'06" East, along the east line of said Ames Boulevard, same being the west line of said Unrestricted Reserve "A", for a distance of 582.08 feet to a point in the south line of Block 5 of said Sterling Lakes at Iowa Colony, Section 13, said point is the northwest corner of Restricted Reserve "H" and is in the north line of a 27.797-acre tract of land (called Tract 5) in the aforementioned City of Iowa Colony Annexation Ordinance No. 2019-07;

THENCE, South 87°19'01" West, along the north line of said 27.797-acre tract for a distance of 60.00 feet to the northwest corner of said 27.797-acres, said point is in the centerline of the aforementioned 40-foot wide road right-of-way;

THENCE, South 02°42'06" East, along the west line of said 27.797-acre tract, same being the centerline of said 40-foot wide road right-of-way, for a distance of 574.89 feet to the southwest corner of said 27.797-acres;

THENCE, North 87°18'50" East, along the south line of said 27.797-acre tract for a distance of 20.00 feet to a point in the east line of said 40-foot wide road right-of-way;

THENCE, South 02°42'06" East, along the east line of said 40-foot wide road right-of-way for a distance of 163.00 feet to a point in the north line of Sterling Lakes at Iowa Colony, Section 12B as recorded in Clerk's File No. 2013060392 in the Brazoria County Clerk's Office;

THENCE, North 87°18'50" East, along the north line of said Sterling Lakes at Iowa Colony, Section 12B for a distance of 41.04 feet to the northwest corner of an 88.42-acre tract of land (called Tract 3) in the aforementioned City of Iowa Colony Annexation Ordinance No. 2019-07;

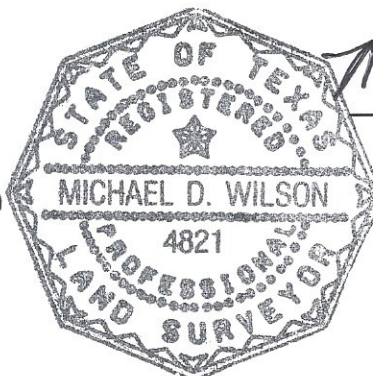
THENCE, South 02°40'33" East, along the west line of said 88.42-acre tract for a distance of 2,390.74 feet to a point in the aforementioned Meridiana Parkway, said point is in the projection of the south line of the aforementioned Sterling Lakes West, Section 2;

THENCE, South 87°19'27" West, for a distance of 130.94 feet to the POINT OF BEGINNING, containing a computed area of 8.656-acres (377,077 square feet).

NOTE:

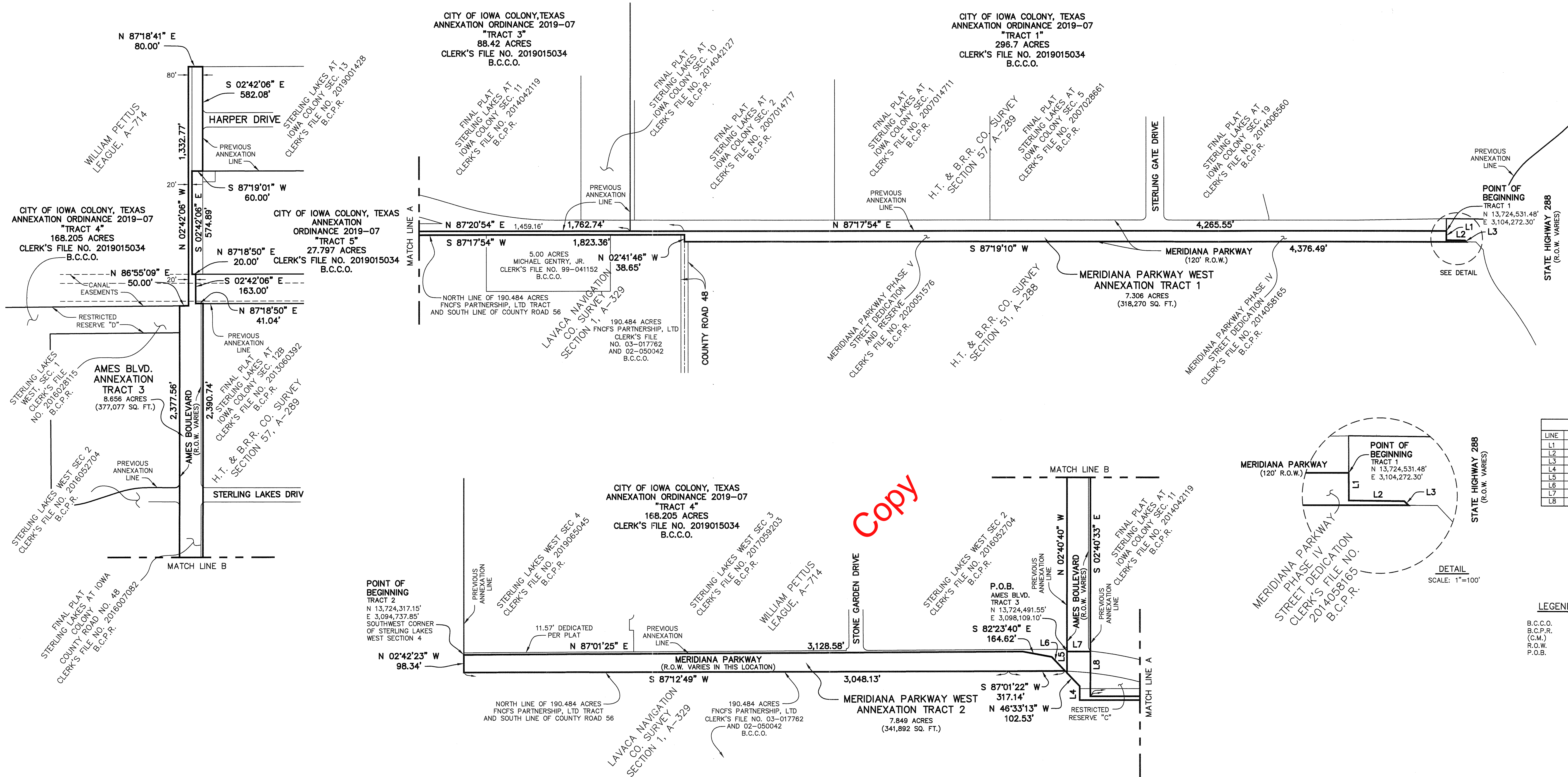
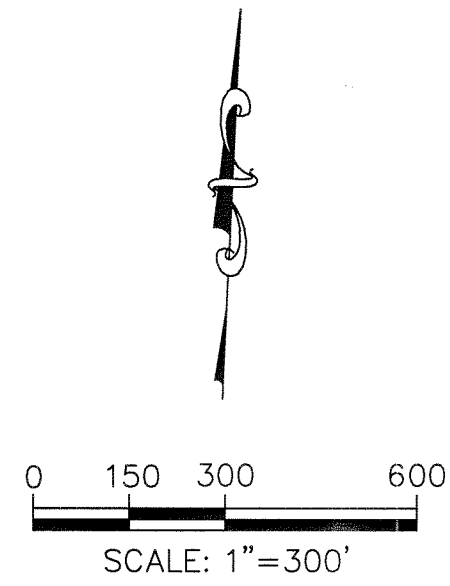
1. The bearings, distances and grid coordinate shown hereon are based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface. Scale factor: 0.99987.
2. A separate Boundary Map has been prepared in connection with this metes and bounds description.
3. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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Job No. 21-123



Michael D. Wilson, R.P.L.S.
Registration No 4821

05/12/21



LINE CHART		
LINE	BEARING	DISTANCE
L1	S 02°54'58" E	51.50
L2	N 87°52'12" E	103.43
L3	S 49°01'54" E	11.19
L4	N 02°42'06" W	77.77
L5	N 02°40'40" W	118.94
L6	S 46°32'37" E	107.93
L7	N 87°19'27" E	130.94
L8	S 02°40'33" E	249.05

LEGEND	
B.C.C.O.	BRAZORIA COUNTY CLERK'S OFFICE
B.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
(C.M.)	CONTROL MONUMENT
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING


NOTES:
1. THE BEARINGS AND GRID COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. DISTANCES ARE SURFACE. SCALE FACTOR: 0.99857950.



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

MICHAEL D. WILSON R.P.L.S.
TEXAS REGISTRATION NO. 4821

05/12/21

 THE WILSON SURVEY GROUP PROFESSIONAL LAND SURVEYORS 2006 E. BROADWAY PEARLAND, TEXAS (281) 485-3991 T.B.P.E.L.S. FIRM NO. 10014900 WEBSITE: WWW.WILSONSURVEY.COM		CAD FILE 21-123.dwg ORIGINAL PLOT DATE: 05/13/21 DWN C.L.H. CKD M.D.W. APPD M.D.W. SCALE 1"=300' JOB NO. 21-123 SHEET 1 OF 1
CITY OF IOWA COLONY		
EXHIBIT MAP OF THREE ANNEXATION TRACTS IN THE H.T. & B.R.R. CO. SURVEY, SECTION 57, ABSTRACT NO. 289 IN BRAZORIA COUNTY, TEXAS		



**CERTIFIED COPY
BRAZORIA COUNTY COMMISSIONERS' COURT**

ORDER NO. 7.I.6

RE: CITY OF IOWA COLONY ANNEXATION

Approve the attached Request for Annexation of Certain Brazoria County Roads by City of Iowa Colony pertaining to portions of roads and rights of way of County Road 56 (Meridiana Parkway) and County Road 48 (Ames Boulevard).

Further, that the County Judge, on behalf of Brazoria County, be authorized to sign attached documents and any other documents pertaining to the annexation.

It is further ordered that a certified copy of this order be delivered to the County Engineer.

RESULT:	PASSED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Donald "Dude" Payne, Commissioner
SECONDER:	Ryan Cade, 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. 7.I.6

RE: CITY OF IOWA COLONY ANNEXATION

as passed by the Commissioners' Court on the 22nd day of JUNE, A.D., 2021, Special Meeting Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Brazoria County, Texas.

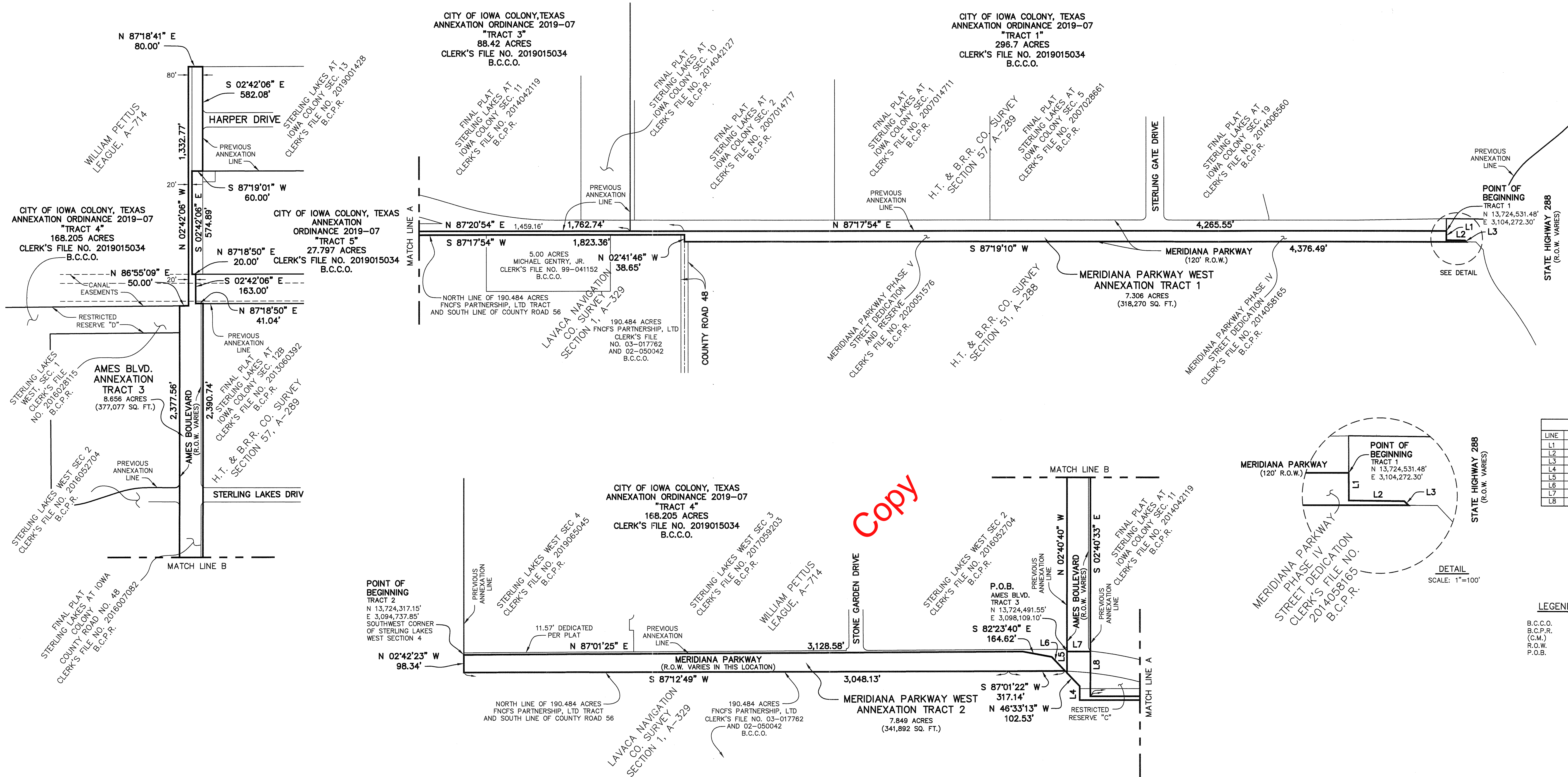
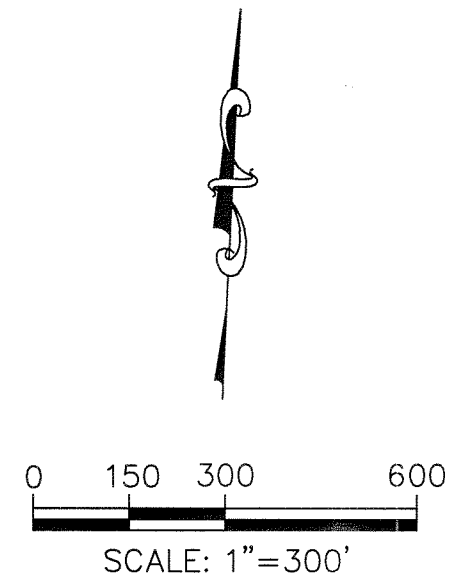
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24th DAY OF JUNE, A. D., 2021.

JOYCE HUDMAN, Clerk County Court
and Ex-Officio Member of the Commissioners'
Court of Brazoria County, Texas

By: _____

K. Alegria, Deputy





LINE CHART		
LINE	BEARING	DISTANCE
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L7	N 87°19'27" E	130.94
L8	S 02°40'33" E	249.05

LEGEND	
B.C.C.O.	BRAZORIA COUNTY CLERK'S OFFICE
B.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
(C.M.)	CONTROL MONUMENT
R.O.W.	RIGHT-OF-WAY
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NOTES:
1. THE BEARINGS AND GRID COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. DISTANCES ARE SURFACE. SCALE FACTOR: 0.99857950.



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MICHAEL D. WILSON R.P.L.S.
TEXAS REGISTRATION NO. 4821

05/12/21

 THE WILSON SURVEY GROUP PROFESSIONAL LAND SURVEYORS 2006 E. BROADWAY PEARLAND, TEXAS (281) 485-3991 T.B.P.E.L.S. FIRM NO. 10014900 WEBSITE: WWW.WILSONSURVEY.COM		CAD FILE 21-123.dwg ORIGINAL PLOT DATE: 05/13/21 DWN C.L.H. CKD M.D.W. APPD M.D.W. SCALE 1"=300' JOB NO. 21-123 SHEET 1 OF 1
CITY OF IOWA COLONY		
EXHIBIT MAP OF THREE ANNEXATION TRACTS IN THE H.T. & B.R.R. CO. SURVEY, SECTION 57, ABSTRACT NO. 289 IN BRAZORIA COUNTY, TEXAS		

**RESOLUTION CONSENTING TO THE ADDITION OF LAND TO BRAZORIA
COUNTY MUNICIPAL UTILITY DISTRICT NO. 57**

WHEREAS, Brazoria County Municipal Utility District No. 57 (the “District”) was created by act of the Texas Commission on Environmental Quality, and the District currently lies within the municipal boundaries of the City of Iowa Manvel, Texas; and

WHEREAS, the City of Iowa Colony, Texas (the “City”) has received a petition for its consent to annex land currently located within the City’s extraterritorial jurisdiction into the District following the annexation of such land into the municipal boundaries of the City, as requested by the owner(s) of such land; and

WHEREAS, the City wishes to grant its consent to the addition of land described herein into the District, subject to the conditions described in this Resolution;

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

Section 1. The City Council of the City hereby grants its written consent to the addition to BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 of that land described in **Exhibit A**, attached hereto and incorporated herein for all purposes, and subject to the conditions described in **Exhibit B**.

Section 2. It is hereby found, determined and declared that 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 Resolution and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 3. This Resolution shall irrevocably take effect immediately upon its first and final reading and the passage and approval.

PASSED AND ADOPTED the 18th day of October, 2021.

Mayor

ATTEST:

City Secretary

Copy

Exhibit A
The Tract

Copy

Exhibit B

Consent Conditions

The “Tract” as referred to herein shall mean the land described in Exhibit A to the City’s Consent Ordinance.

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

(b) Any refunding bonds of the District must provide for level debt service savings (annual savings must be approximately equal for each year with no more than \$7,500 between the maximum and minimum savings per year except for the first partial year and the first full calendar year), a minimum of three percent present value savings, and no maturity beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

(c) Before the commencement of any construction within the Tract, the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage facilities and roadways and thoroughfares to serve the Tract and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the Tract,

will conform to the standard specifications of the City. All water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the Tract will comply with the City's standard plans and specifications as amended from time to time. The construction of the Tract's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections. All roads and thoroughfares within the Tract will comply with the City's standard plans and specifications as amended from time to time.

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

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

(f) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality, or such successor agency as the legislature may establish ("TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the City of Iowa Colony as well as to the TCEQ, to the extent such data applies to the provision of services to the Tract. The District will agree that representatives of the City of Iowa Colony may supervise the continued operations of the sewage treatment facility serving the Tract by making periodic inspections thereof.

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

(h) Prior to the sale of any lot or parcel of land equal to or less than five (5) acres, the owner or the developer of the land included within the Tract will obtain the approval of the City of Iowa Colony of a plat which will be duly recorded in the Real Property Records of Brazoria County, Texas, or otherwise comply with the rules and regulations of the City of Iowa Colony.

(i) This consent shall take effect only upon all of the land comprising the Tract being annexed into the corporate limits of the City prior to the inclusion of the Tract in the District.

(j) This consent shall automatically be revoked if the Tract is not fully annexed into the District on or prior to June 30, 2022.

(k) The District or its developer shall bear all out-of-pocket expenses incurred by the City in the City's review and analysis of the development of the land within the Tract, including without limitation, such out-of-pocket expenses as the costs of the City's outside legal counsel, engineer and other consultants. The District or its developer shall deposit such funds as requested by the City, provided that no single deposit will exceed \$25,000.00, to be used for these costs. Upon periodic receipt of invoices for such out-of-pocket expenses, the City will pay such invoice(s) and provide the District or its developer with appropriate documentation of such expenses and the remaining balance of the deposit. As such deposit is depleted, the City will request additional funds, which the District or its developer agree to pay within 30 days of receipt of such a request.

Developer further agrees to pay all fees and charges imposed by the City pursuant to and in accordance with the City Subdivision Ordinances and any and all other City ordinances that concern or may concern the development of the land within the Tract. These fees and charges may include, but are not limited to, fees for building permits, platting, and plan reviews.

(l) As each phase of the District's water, sewer and drainage facilities serving the Tract are acquired and/or constructed, the District shall transfer same to the City, free and clear of any lien or encumbrance, for ownership, operation and maintenance by the City; provided, however, that no conveyance hereunder shall become effective until the City accepts the conveyance in writing, which may occur, at the election of the City, after the City inspects the infrastructure and determines that it has been completed in accordance with the final plans and specifications approved by the City and all applicable laws, rules and regulations. The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the Tract following full build-out within the Tract or any other tracts subsequently annexed into the District with the consent of the City shall be available to the City to serve other areas. The City shall incorporate conveyed facilities into its utility system and shall bill and collect for services provided by such facilities from its customers, including customers within the Tract. All revenues from conveyed facilities shall be the property of the City. Notwithstanding the foregoing, in the event that the City does not have adequate water and sewer capacity to serve the Tract at the time required for conveyance of such facilities, then either (i) the City shall delay acquisition of the District's water, sewer, and drainage facilities serving the Tract until the City has adequate water and sewer capacity to serve the Tract, in which instance the District shall bill and collect for services provided by such facilities from its customers within the Tract, or (ii) the City shall purchase adequate water and sewer capacity from Brazoria County Municipal Utility District No. 55 on terms mutually agreeable between the City and Brazoria County Municipal Utility District No. 55 in order to serve the Tract.

PETITION FOR CONSENT TO ANNEX LAND INTO
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

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

The undersigned, RALLY 288 WEST, LLC, a Texas limited liability company ("Rally West") and RALLY 288 EAST, LLC, a Texas limited liability company ("Rally East") (collectively, the "Petitioners") and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57 (the "District"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301, together with all amendments and additions thereto, respectfully petition the City Council of the City of Iowa Colony, Texas (the "City"), for its written consent to the annexation by the District of approximately 391.58 acres of land in two (2) tracts described by metes and bounds in Exhibits A-1 and A-2 (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on August 16, 2007. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended.

II.

Rally West holds fee simple title to the 259.43-acre portion of Land, as indicated by the certificate of ownership provided by the Brazoria County Appraisal District. Rally East holds fee simple title to the 132.15-acre portion of Land, as indicated by the certificate of ownership provided by the Brazoria County Appraisal District.

III.

The Petitioners represents that there are no lienholders on the Land.

IV.

The Land is situated wholly within Brazoria County, Texas. No part of the Land is within the corporate limits of any incorporated city, town or village, and no part of the Land is within the extraterritorial jurisdiction (as such term is defined in Texas Local Government Code, Section 42.021 et seq., as amended) of any city, town or village except the City. All of the Land may properly be annexed into the District.

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

V.

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

VI.

MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company, has entered into an earnest money contract to purchase all or a portion of the Land and desires to be considered a Petitioner for addition of Land to the District.

VII.

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

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

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on October 14, 2021.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 57

By: [Signature]

Name: Ariel Mejia Jr.

Title: President

ATTEST:

By: Tushunya Peacock

Name: TUSHUNYA PEACOCK

Title: Asst. Secretary



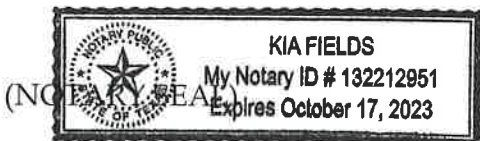
Copy

THE STATE OF TEXAS

§
§
§

COUNTY OF Harris

This instrument was acknowledged before me on October 14, 2021,
by Ariel Mejia Jr., as President,
and Tushunya Peacock, as Asst. Secretary,
of the Board of Directors of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO.
57, a political subdivision of the State of Texas, on behalf of said political subdivision.



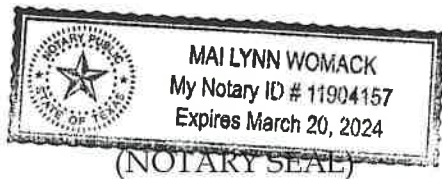
[Signature]
Notary Public, State of Texas

RALLY 288 WEST, LLC,
a Texas limited liability company

By: nt
Mathew Lawson, Authorized Agent

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on October 13,
2021, by Mathew Lawson, Authorized Agent for RALLY 288 WEST, LLC, a Texas limited
liability company, on behalf of said limited liability company.



Copy

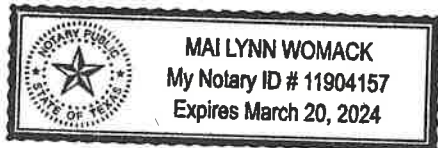
Mai Lynn Womack
Notary Public, State of Texas

RALLY 288 EAST, LLC,
a Texas limited liability company

By: 
Mathew Lawson, Authorized Agent

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on October 13,
2021, by Mathew Lawson, Authorized Agent for RALLY 288 EAST, LLC, a Texas limited
liability company, on behalf of said limited liability company.




(NOTARY SEAL)

Copy


Notary Public, State of Texas

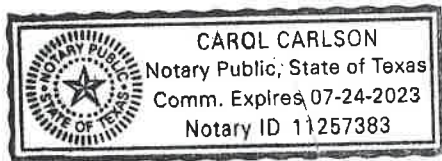
EARNEST MONEY CONTRACT HOLDER:

MERITAGE HOMES OF TEXAS, LLC,
an Arizona limited liability company

By: 
David Jordan, Sr. Vice President of Land

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on October 14, 2021,
by David Jordan, Sr. Vice President of Land of MERITAGE HOMES OF TEXAS, LLC, an
Arizona limited liability company, on behalf of said limited liability company.





Notary Public, State of Texas

(NOTARY SEAL)

Attachments:

Exhibit A-1 : Description of the 259.43-acre portion of the Land

Exhibit A-2: Description of the 132.15-acre portion of the Land

Exhibit B: Conditions of the City

EXHIBIT A-1

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

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

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

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

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

- 2) South 02°29'27" East, for a distance of 64.66 feet to a point for corner;
- 3) North 87°21'16" East, for a distance of 1,177.25 feet to a point in the arc of a non-tangent curve;
- 4) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 724.00 feet, a central angle of 54°11'43", an arc length of 684.82 feet, and a chord bearing of South 35°07'31" East, for a distance of 659.58 feet to a point of tangency;
- 5) South 62°13'23" East, for a distance of 115.58 feet to a point for non-tangent curve to the right;
- 6) In a southeasterly direction along the arc of said non-tangent curve to the right having a radius of 596.00 feet, a central angle of 54°09'25", an arc length of 563.35 feet, and a chord bearing of South 35°08'40" East, for a distance of 542.61 feet to a point for corner;
- 7) South 02°18'54" East, for a distance of 1,060.58 feet to the northeasterly corner of that certain 18.00 acre tract recorded under B.C.C.F NO. 2007010789;
- 8) **THENCE**, North 41°51'11" West, along the northerly line of the said 18.00 acre tract for a distance of 107.39 feet to a point of curvature;
- 9) **THENCE**, continuing along the northerly line of the said 18.00 acre tract in a northwesterly direction along the arc of said curve to the left having a radius of 510.00 feet, a central angle of 34°06'15", an arc length of 303.57 feet, and a chord bearing of North 58°54'19" West, for a distance of 299.11 feet to a point of tangency;
- 10) **THENCE**, North 75°57'26" West, continuing along the said northerly line for a distance of 272.19 feet to the northwesterly corner of said 18.00 acre tract;
- 11) **THENCE**, South 02°32'23" East, along the westerly line of said 18.00 acre tract for a distance of 1,480.35 feet to the southwesterly corner of said 18.00 acre tract;

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

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

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

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

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

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

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

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

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



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

EXHIBIT A-2

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

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

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

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

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

- 2) North 48°10'58" East, for a distance of 102.36 feet to a point for corner;
- 3) In a northeasterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°16'15", an arc length of 354.25 feet, and a chord bearing of North 26°02'33" East, for a distance of 345.49 feet to a point for corner;
- 4) North 47°14'28" East, for a distance of 70.53 feet to a point for corner;
- 5) North 87°39'11" East, for a distance of 149.95 feet to a point for corner;
- 6) North 02°20'49" West, for a distance of 120.00 feet to a point for corner;
- 7) South 87°39'11" West, for a distance of 150.00 feet to a point for corner;
- 8) North 50°26'06" West, for a distance of 69.60 feet to a point for corner;
- 9) In a northwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°12'07", an arc length of 353.62 feet, and a chord bearing of North 30°49'08" West, for a distance of 344.91 feet to a point for corner;
- 10) North 52°55'12" West, for a distance of 52.06 feet to a point for corner;
- 11) In a northwesterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 40°34'29", an arc length of 901.66 feet, and a chord bearing of North 32°37'57" West, for a distance of 882.94 feet to a point for corner;
- 12) North 12°20'42" West, for a distance of 581.22 feet to a point for corner;
- 13) North 02°18'54" West, for a distance of 517.42 feet to the westerly common corner of said 132.1854 acre tract and that certain tract called 206.73 acres conveyed to Alvin Independent School District by deed recorded under B.C.C.F. NO. 2018061880;
- 14) **THENCE**, North 87°19'08" East, along the common line between said 132.1854 acre tract and said 206.73 acre tract for a distance of 2,389.63 feet to the easterly common corner of said 132.1854 acre tract and said 206.73 acre tract of land;

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

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

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

Robert L. Boelsche

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



Date: October 6, 2021

Job No: 071-045-00

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

Copy

Exhibit B

Consent Conditions

The "Tract" as referred to herein shall mean the land described in Exhibit A to the City's Consent Ordinance.

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

(b) Any refunding bonds of the District must provide for level debt service savings (annual savings must be approximately equal for each year with no more than \$7,500 between the maximum and minimum savings per year except for the first partial year and the first full calendar year), a minimum of three percent present value savings, and no maturity beyond the latest maturity of the refunded bonds, unless approved by the City in writing prior to the sale thereof.

(c) Before the commencement of any construction within the Tract, the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage facilities and roadways and thoroughfares to serve the Tract and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the Tract,

will conform to the standard specifications of the City. All water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the Tract will comply with the City's standard plans and specifications as amended from time to time. The construction of the Tract's water, sanitary sewer, and drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections. All roads and thoroughfares within the Tract will comply with the City's standard plans and specifications as amended from time to time.

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

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

(f) The District will agree to engage a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality, or such successor agency as the legislature may establish ("TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time. The District will agree to make periodic analyses of its discharge pursuant to the provisions of Order No. 69-1219-1 of the Texas Water Quality Board (predecessor agency to the TCEQ) and further to send copies of all such effluent data to the City of Iowa Colony as well as to the TCEQ, to the extent such data applies to the provision of services to the Tract. The District will agree that representatives of the City of Iowa Colony may supervise the continued operations of the sewage treatment facility serving the Tract by making periodic inspections thereof.

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

(h) Prior to the sale of any lot or parcel of land equal to or less than five (5) acres, the owner or the developer of the land included within the Tract will obtain the approval of the City of Iowa Colony of a plat which will be duly recorded in the Real Property Records of Brazoria County, Texas, or otherwise comply with the rules and regulations of the City of Iowa Colony.

(i) This consent shall take effect only upon all of the land comprising the Tract being annexed into the corporate limits of the City prior to the inclusion of the Tract in the District.

(j) This consent shall automatically be revoked if the Tract is not fully annexed into the District on or prior to June 30, 2022.

(k) The District or its developer shall bear all out-of-pocket expenses incurred by the City in the City's review and analysis of the development of the land within the Tract, including without limitation, such out-of-pocket expenses as the costs of the City's outside legal counsel, engineer and other consultants. The District or its developer shall deposit such funds as requested by the City, provided that no single deposit will exceed \$25,000.00, to be used for these costs. Upon periodic receipt of invoices for such out-of-pocket expenses, the City will pay such invoice(s) and provide the District or its developer with appropriate documentation of such expenses and the remaining balance of the deposit. As such deposit is depleted, the City will request additional funds, which the District or its developer agree to pay within 30 days of receipt of such a request.

Developer further agrees to pay all fees and charges imposed by the City pursuant to and in accordance with the City Subdivision Ordinances and any and all other City ordinances that concern or may concern the development of the land within the Tract. These fees and charges may include, but are not limited to, fees for building permits, platting, and plan reviews.

(l) As each phase of the District's water, sewer and drainage facilities serving the Tract are acquired and/or constructed, the District shall transfer same to the City, free and clear of any lien or encumbrance, for ownership, operation and maintenance by the City; provided, however, that no conveyance hereunder shall become effective until the City accepts the conveyance in writing, which may occur, at the election of the City, after the City inspects the infrastructure and determines that it has been completed in accordance with the final plans and specifications approved by the City and all applicable laws, rules and regulations. The District shall have reserved to itself all capacity funded by the District in any conveyed facilities, provided that any excess capacity not required to serve the Tract following full build-out within the Tract or any other tracts subsequently annexed into the District with the consent of the City shall be available to the City to serve other areas. The City shall incorporate conveyed facilities into its utility system and shall bill and collect for services provided by such facilities from its customers, including customers within the Tract. All revenues from conveyed facilities shall be the property of the City. Notwithstanding the foregoing, in the event that the City does not have adequate water and sewer capacity to serve the Tract at the time required for conveyance of such facilities, then either (i) the City shall delay acquisition of the District's water, sewer, and drainage facilities serving the Tract until the City has adequate water and sewer capacity to serve the Tract, in which instance the District shall bill and collect for services provided by such facilities from its customers within the Tract, or (ii) the City shall purchase adequate water and sewer capacity from Brazoria County Municipal Utility District No. 55 on terms mutually agreeable between the City and Brazoria County Municipal Utility District No. 55 in order to serve the Tract.

CERTIFICATE

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

I, the undersigned Secretary of the Board of Directors of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 57, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annex Land into Brazoria County Municipal Utility District No. 57 that was filed with the Board of Directors of the District on October 14, 2021.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on October 14, 2021.

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 57**



By: Jusabunja Peacock
Secretary, Board of Directors

BRAZORIA COUNTY APPRAISAL DISTRICT

MEMBERS OF THE BOARD

Kristin Bulanek
Tommy King
Gail Robinson
Glenn Salyer
George Sandars
Susan Spoor

CHIEF APPRAISER

Al Baird
500 North Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

Ownership Certificate

**Re: Brazoria County Municipal
Utility District No. 57**

Date: October 11, 2021

Certificate No. 0207

I, the undersigned, hereby certify that I have examined the 2021 appraisal roll of Brazoria County Appraisal District for the land described in the legal description attached, the described property is listed in the name(s) of:

<u>Owner:</u>	<u>Account Number:</u>	<u>Market Value:</u>	<u>Appraised Value:</u>
Rally 288 East LLC	0259-0001-000	\$956,740	\$60,370

Copy

Certified this the 11th day of October, 2021


Al Baird
Chief Appraiser

Certificate Cost: \$10.00

Cert0207

Requested by: Mai Lynn Womack
Organization: Allen Boone Humphries
Robinson LLP

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

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

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

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

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

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

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

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

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

Robert L. Boelsche

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



Date: October 6, 2021

Job No: 071-045-00

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

Copy



SCALE: 1" = 500'

LEGEND

P.O.B.
B.C.C.F.
NO.

Point of Beginning
Brazoria County Clerk's File
Number

H-1, T-4, B-2
SECTION 28, 40
ABSTRACT 259
R.R. CO. SURVEY

ALVIN INDEPENDENT SCHOOL DISTRICT
B.C.C.F. NO. 2018051880

L11

ANNEXATION
TRACT 11
32.15 ACRES
CALLED 206.73 ACRES
RALLY 288 EAST, LLC
B.C.C.F. NO. 2017-40384

L12

STATE HIGHWAY 288
(based on 2018 Alignment Maps)

L6
L7
L8
C2
C3

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

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



Robert Boelsche

ROBERT L. BOELSCH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4446



10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4600
WWW.EHRAINCO.COM
TBPE No. F-728
TBPELS No. 10092300

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

DATE: October 8, 2021
SCALE: 1" = 500'
JOB NO.: 071-045-00
DRAWING NO.: 07104500V-PBMD57-ANNEX-TR-11.dwg

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	458.37'	44°16'49"	354.25'	N 26°02'33" E	345.49'
C2	458.37'	44°12'07"	353.62'	N 30°49'08" W	344.91'
C3	1273.24'	40°34'29"	901.65'	N 32°37'57" W	882.94'

LINE	BEARING	DISTANCE
L1	S 87°16'27" W	1900.12'
L2	N 48°10'58" E	102.36'
L3	N 47°14'28" E	70.53'
L4	N 87°39'11" E	149.95'
L5	N 02°20'49" W	120.00'
L6	S 87°39'11" W	150.00'
L7	N 50°26'08" W	69.60'
L8	N 52°55'12" W	52.06'
L9	N 12°20'42" W	581.22'
L10	N 02°18'54" W	517.42'
L11	N 87°19'08" E	2389.63'
L12	S 02°40'32" E	2771.16'

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

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

BRAZORIA COUNTY APPRAISAL DISTRICT

MEMBERS OF THE BOARD

Kristin Bulanek
Tommy King
Gail Robinson
Glenn Salyer
George Sandars
Susan Spoor

CHIEF APPRAISER

Al Baird
500 North Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

Ownership Certificate

**Re: Brazoria County Municipal
Utility District No. 57**

Date: October 11, 2021

Certificate No. 0208

I, the undersigned, hereby certify that I have examined the 2021 appraisal roll of Brazoria County Appraisal District for the land described in the legal description attached, the described property is listed in the name(s) of:

<u>Owner:</u>	<u>Account Number:</u>	<u>Market Value:</u>	<u>Appraised Value:</u>
Rally 288 West LLC	0512-0032-000	\$1,863,620	\$30,460

Copy

Certified this the 11th day of October, 2021



Al Baird
Chief Appraiser

Certificate Cost: \$10.00

Cert0208

Requested by: Mai Lynn Womack
Organization: Allen Boone Humphries
Robinson LLP

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

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

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

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

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

- 2) South 02°29'27" East, for a distance of 64.66 feet to a point for corner;
- 3) North 87°21'16" East, for a distance of 157.25 feet to a point in the arc of a non-tangent curve;
- 4) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 724.00 feet, a central angle of 54°11'43", an arc length of 684.82 feet, and a chord bearing of South 35°07'31" East, for a distance of 659.58 feet to a point of tangency;
- 5) South 62°13'23" East, for a distance of 115.58 feet to a point for non-tangent curve to the right;
- 6) In a southeasterly direction along the arc of said non-tangent curve to the right having a radius of 596.00 feet, a central angle of 54°09'25", an arc length of 563.35 feet, and a chord bearing of South 35°08'40" East, for a distance of 542.61 feet to a point for corner;
- 7) South 02°18'54" East, for a distance of 1,060.58 feet to the northeasterly corner of that certain 18.00 acre tract recorded under B.C.C.F NO. 2007010789;
- 8) **THENCE**, North 41°51'11" West, along the northerly line of the said 18.00 acre tract for a distance of 107.39 feet to a point of curvature;
- 9) **THENCE**, continuing along the northerly line of the said 18.00 acre tract in a northwesterly direction along the arc of said curve to the left having a radius of 510.00 feet, a central angle of 34°06'15", an arc length of 303.57 feet, and a chord bearing of North 58°54'19" West, for a distance of 299.11 feet to a point of tangency;
- 10) **THENCE**, North 75°57'26" West, continuing along the said northerly line for a distance of 272.19 feet to the northwesterly corner of said 18.00 acre tract;
- 11) **THENCE**, South 02°32'23" East, along the westerly line of said 18.00 acre tract for a distance of 1,480.35 feet to the southwesterly corner of said 18.00 acre tract;

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

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

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

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

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

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

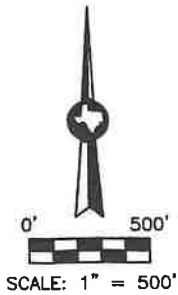
This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political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

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


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



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



LEGEND

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

LINE	BEARING	DISTANCE
L1	N 87°20'14" E	1213.12
L2	S 02°29'27" E	64.66
L3	N 87°21'16" E	197.25
L4	S 62°13'23" E	115.58
L5	S 02°18'54" E	1060.58
L6	N 41°51'11" W	107.39
L7	N 75°57'26" W	272.19
L8	S 02°32'23" E	1480.35
L9	N 87°40'47" E	545.96
L10	S 01°32'17" W	137.59
L11	S 48°10'46" W	221.16
L12	S 46°37'32" W	69.92
L13	S 87°40'04" W	150.00
L14	S 02°19'14" E	120.00
L15	N 87°40'04" E	150.00
L16	S 51°16'00" E	69.92
L17	S 52°49'14" E	52.06
L18	S 87°18'36" W	1980.12
L19	N 02°45'05" W	880.20
L20	S 87°18'25" W	660.21
L21	N 02°45'05" W	880.16
L22	S 87°18'25" E	660.21
L23	N 02°45'05" W	879.62
L24	S 87°20'14" W	165.00
L25	N 02°53'05" W	880.01
L26	S 87°20'14" W	494.70
L27	N 02°40'06" W	879.08
L28	N 87°15'40" E	495.97
L29	S 02°37'35" E	879.74
L30	N 87°20'14" E	497.33
L31	S 02°54'34" E	881.57
L32	N 87°03'07" E	247.48
L33	N 02°54'07" W	880.34
L34	S 87°20'14" W	247.60
L35	N 02°45'50" W	1760.00

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	724.00'	54°11'43"	684.82'	S 35°07'31" E	659.58'
C2	596.00'	54°09'25"	563.35'	S 35°08'40" E	542.61'
C3	510.00'	34°08'15"	303.57'	N 58°54'19" W	299.11'
C4	1041.74'	46°38'29"	848.02'	S 24°51'32" W	824.80'
C5	458.37'	44°14'59"	354.00'	S 26°03'17" W	345.27'
C6	458.37'	44°14'59"	354.00'	S 30°41'45" E	345.27'
C7	1273.24'	4°18'08"	95.61'	S 50°40'10" E	95.58'



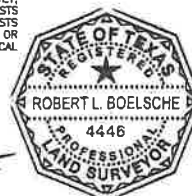
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINCO.COM
TBPE No. F-728
TBPELS No. 10092300

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

DATE: October 5, 2021 SCALE: 1" = 500' JOB NO.: 071-045-00
DWG. NAME: 07104500V-PBMD57-ANNEX-TR-12.dwg DRAWING NO.: NONE

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

Robert L. Boelsche
ROBERT L. BOELSCH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4446



NOTES:

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

EMIGRATION LAND
CO. SURVEYOR
VOL. 2, PG. 113
B.C.C.F.

P.O.B.
X: 3103231.96
Y: 13719190.01

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

480
CALLED
10 AC.
B.C.C.F. No.
2015020047

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

481
CALLED
9.4720 AC.
B.C.C.F. No.
93-042361

ANNEXATION
TRACT 12
259.43 ACRES

452
CALLED
10 AC.
B.C.C.F. No.
2014050852

468
CALLED
5.00 AC.
B.C.C.F. No. 2013013921

453
CALLED
10.00 AC.
B.C.C.F. No.
2016055601

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

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

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

455
CALLED
13.33 AC.
B.C.C.F. No.
2007056035

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

STATE HIGHWAY 288
(based on 2018 Alignment Maps)

STATE HIGHWAY 288
(based on 2018 Alignment Maps)

STATE HIGHWAY 288
(based on 2018 Alignment Maps)



PARTIAL ABSTRACT OF TITLE:

OWNERSHIP & LIENS

Certificate No.: BRA-9319

THE INFORMATION PROVIDED IN THIS CERTIFICATE APPLIES TO THE FOLLOWING TRACT(S):

ANNEXATION TRACT NO. 12: That certain annexation tract, being a 259.43 acre tract of land situated in the H.T.&B. R.R. Co. Survey, Section 50, Abstract No. 512, Brazoria County, Texas, being the residue of that certain 285.913 acre tract of land conveyed to Rally 288 West, LLC by deed as recorded under File No. 2013040085 in the Official Public Records of Real Property of Brazoria County, Texas.

CURRENT OWNER(S)	ADDRESS	% INT.
Rally 288 West, LLC	2365 Carillon Point, Kirkland, WA, 98033-7445	100%

CURRENT DEED(S):

the most recent record of title found in the public records of the Brazoria County Clerk's office:

A Warranty Deed from Rally Capital Texas, LLC to Rally 288 West, LLC, executed to be effective as of July 30, 2013 and filed for public record on August 14, 2013 under File No. 2013040085 in the Official Public Records of Real Property of Brazoria County, Texas.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING LIEN(S):

None

THE COUNTY TAX IDENTIFICATION NUMBER(S): R176233

CURRENT TAXPAYER: Rally 288 West, LLC

TAX STATUS: unavailable

REMARKS:

This report is based on documentation filed with the Brazoria County Clerk's records through October 4, 2021. It neither grants nor warrants title.

Completed on October 11, 2021 by:	Amy C. Swanson / Rapid Research, Inc.
	8118 Poconos Run
	San Antonio, TX 78255



PARTIAL ABSTRACT OF TITLE:

OWNERSHIP & LIENS

Certificate No.: BRA-9318

THE INFORMATION PROVIDED IN THIS CERTIFICATE APPLIES TO THE FOLLOWING TRACT(S):

ANNEXATION TRACT NO. 11: That certain annexation tract, being a 132.15 acre tract of land situated in the H.T.&B. R.R. Co. Survey, Section 49, Abstract No. 259, Brazoria County, Texas, being out of that certain 132.1854 acre tract of land conveyed to Rally 288 East, LLC by deed as recorded under File No. 2013040084 in the Official Public Records of Real Property of Brazoria County, Texas.

CURRENT OWNER(S)	ADDRESS	% INT.
Rally 288 East, LLC	2365 Carillon Point, Kirkland, WA, 98033-7445	100%

CURRENT DEED(S):

the most recent record of title found in the public records of the Brazoria County Clerk's office:

A Warranty Deed from Rally Capital Texas, LLC to Rally 288 East, LLC, executed to be effective as of July 30, 2013 and filed for public record on August 14, 2013 under File No. 2013040084 in the Official Public Records of Real Property of Brazoria County, Texas.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING LIEN(S):

None

THE COUNTY TAX IDENTIFICATION NUMBER(S): R166982

CURRENT TAXPAYER: Rally 288 East, LLC

TAX STATUS: unavailable

REMARKS:

This report is based on documentation filed with the Brazoria County Clerk's records through October 4, 2021. It neither grants nor warrants title.

Completed on October 11, 2021 by:	Amy C. Swanson / Rapid Research, Inc.
	8118 Poconos Run
	San Antonio, TX 78255

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**PETITION FOR ANNEXATION
BY THE CITY OF IOWA COLONY, TEXAS**

All of the current Owners (herein called "Owners," jointly and severally if more than one) of the Annexation Property described herein are:

Rally 288 West, LLC, a Texas limited liability company
Rally 288 East, LLC, a Texas limited liability company

The following parties ((herein called "Buyers," jointly and severally if more than one) have a contractual right or option to purchase all or a portion of the Annexation Property described herein:

Meritage Homes of Texas, LLC, an Arizona limited liability company

The term "Petitioners" herein means all of the above named Owners and Buyers, jointly and severally, and their respective heirs, successors, and assigns.

The term "Annexation Property" herein means the following real property, which is also more fully described on Exhibits "A-1 and "A-2," which are attached hereto and incorporated herein in full:

approximately 391.58 acres of land in two tracts

Petitioners hereby request that the City of Iowa Colony, Texas ("the City") annex the Annexation Property into the city limits of Iowa Colony.

This petition or a copy of it may be recorded in the Official Records of Brazoria County, Texas. This petition shall run with the land and shall be binding on Petitioners and their respective heirs, successors, and assigns. This petition is irrevocable, without the consent of the City of Iowa Colony, which is in no way obligated to give such consent.

[EXECUTION PAGES TO FOLLOW]

RALLY 288 WEST, LLC,
a Texas limited liability company

By: nt
Mathew Lawson, Authorized Agent

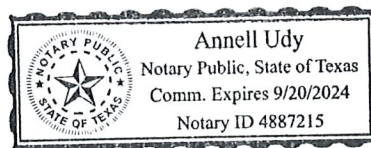
THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on October 14, 2021,
2021, by Mathew Lawson, Authorized Agent for RALLY 288 WEST, LLC, a Texas limited
liability company, on behalf of said limited liability company.

Copy

Annell Udy
Notary Public, State of Texas

(NOTARY SEAL)




RALLY 288 EAST, LLC,
a Texas limited liability company

By: 
Mathew Lawson, Authorized Agent

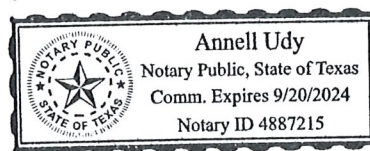
THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on October 14, 2021,
2021, by Mathew Lawson, Authorized Agent for RALLY 288 EAST, LLC, a Texas limited
liability company, on behalf of said limited liability company.

COPY


Notary Public, State of Texas

(NOTARY SEAL)

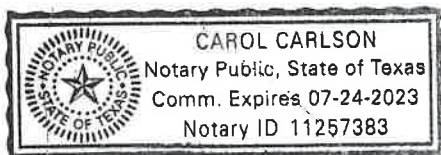


MERITAGE HOMES OF TEXAS, LLC,
an Arizona limited liability company

By: 
David Jordan, Sr. Vice President of Land

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on October 14, 2021,
by David Jordan, Sr. Vice President of Land of MERITAGE HOMES OF TEXAS, LLC, an
Arizona limited liability company, on behalf of said limited liability company.





Notary Public, State of Texas

(NOTARY SEAL)

After recording return to:

City of Iowa Colony
12003 Iowa Colony Boulevard
Iowa Colony, TX 77583
Attention: City Secretary

EXHIBITS "A-1" and "A-2"
METES AND BOUNDS DESCRIPTION OF ANNEXATION PROPERTY

See attached.

Copy

EXHIBIT "A-1"

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

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

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

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

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

- 2) South 02°29'27" East, for a distance of 64.66 feet to a point for corner;
- 3) North 87°21'16" East, for a distance of 197.23 feet to a point in the arc of a non-tangent curve;
- 4) In a southeasterly direction along the arc of said non-tangent curve to the left having a radius of 724.00 feet, a central angle of 54°11'43", an arc length of 684.82 feet, and a chord bearing of South 35°07'11" East, for a distance of 659.58 feet to a point of tangency;
- 5) South 62°13'23" East, for a distance of 115.58 feet to a point for non-tangent curve to the right;
- 6) In a southeasterly direction along the arc of said non-tangent curve to the right having a radius of 596.00 feet, a central angle of 54°09'25", an arc length of 563.35 feet, and a chord bearing of South 35°08'40" East, for a distance of 542.61 feet to a point for corner;
- 7) South 02°18'54" East, for a distance of 1,060.58 feet to the northeasterly corner of that certain 18.00 acre tract recorded under B.C.C.F NO. 2007010789;
- 8) **THENCE**, North 41°51'11" West, along the northerly line of the said 18.00 acre tract for a distance of 107.39 feet to a point of curvature;
- 9) **THENCE**, continuing along the northerly line of the said 18.00 acre tract in a northwesterly direction along the arc of said curve to the left having a radius of 510.00 feet, a central angle of 34°06'15", an arc length of 303.57 feet, and a chord bearing of North 58°54'19" West, for a distance of 299.11 feet to a point of tangency;
- 10) **THENCE**, North 75°57'26" West, continuing along the said northerly line for a distance of 272.19 feet to the northwesterly corner of said 18.00 acre tract;
- 11) **THENCE**, South 02°32'23" East, along the westerly line of said 18.00 acre tract for a distance of 1,480.35 feet to the southwesterly corner of said 18.00 acre tract;

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

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

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

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

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

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

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

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

Robert L. Boelsche

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



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

EXHIBIT "A-2"

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

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

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

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

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

- 2) North 48°10'58" East, for a distance of 102.36 feet to a point for corner;
 - 3) In a northeasterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°16'19", an arc length of 354.25 feet, and a chord bearing of North 26°02'33" East, for a distance of 345.49 feet to a point for corner;
 - 4) North 47°14'28" East, for a distance of 100.51 feet to a point for corner;
 - 5) North 87°39'11" East, for a distance of 149.95 feet to a point for corner;
 - 6) North 02°20'49" West, for a distance of 120.00 feet to a point for corner;
 - 7) South 87°39'11" West, for a distance of 150.00 feet to a point for corner;
 - 8) North 50°26'06" West, for a distance of 69.60 feet to a point for corner;
 - 9) In a northwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°12'07", an arc length of 353.62 feet, and a chord bearing of North 30°49'08" West, for a distance of 344.91 feet to a point for corner;
 - 10) North 52°55'12" West, for a distance of 52.06 feet to a point for corner;
 - 11) In a northwesterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 40°34'29", an arc length of 901.66 feet, and a chord bearing of North 32°37'57" West, for a distance of 882.94 feet to a point for corner;
 - 12) North 12°20'42" West, for a distance of 581.22 feet to a point for corner;
 - 13) North 02°18'54" West, for a distance of 517.42 feet to the westerly common corner of said 132.1854 acre tract and that certain tract called 206.73 acres conveyed to Alvin Independent School District by deed recorded under B.C.C.F. NO. 2018061880;
- 14) **THENCE**, North 87°19'08" East, along the common line between said 132.1854 acre tract and said 206.73 acre tract for a distance of 2,389.63 feet to the easterly common corner of said 132.1854 acre tract and said 206.73 acre tract of land;

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

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

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

Robert L. Boelsche

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



Date: October 6, 2021

Job No: 071-045-00

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

Copy

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**SPECIAL WARRANTY DEED
With Use Restrictions and
Petition for Annexation**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BRAZORIA §

THAT **THE CITY OF IOWA COLONY**, a Texas municipality ("Grantor"), for good and sufficient consideration has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** (herein the "Grantee"), its successors and assigns, subject to the Permitted Exceptions (as defined below), the following (collectively, the "Property"): all of that certain real property located in Brazoria County, Texas, more particularly described in Exhibit A attached hereto and made a part hereof (the "Land"), together with any and all buildings, improvements, thereon, all easements, tenements, hereditaments, privileges, and appurtenances belonging or appertaining thereto.

This conveyance is expressly made and accepted subject to the following matters, if any, affecting all or any part of the Property, to the extent the same are in effect on the date hereof: (i) any and all restrictive covenants, physical conditions, encroachments, rights-of-way, building setback lines, easements, and exceptions, shown of record or evident by an inspection of the Property; (ii) any and all oil, gas and mineral conveyances, leases, mineral reservations and royalty reservations relating to the Property, shown of record or evident by an inspection of the Property; (iii) subject to the revisions in the scope of the applicable city ordinances and regulations as set forth in a development agreement between Grantor and Grantee, any and all zoning and other laws, regulations, and ordinances of municipal and/or other governmental authorities, applicable to the Property; (iv) any and all liens securing payment of real estate ad valorem taxes and assessments for the current and all subsequent years; and (v) those matters set forth in Exhibit "B" attached hereto and made a part hereof for all purposes (the "Permitted Exceptions").

RESTRICTION ON USE: The use of the Property is hereby restricted to an urban fire and emergency services facility providing a full range of services, which may include, but not be limited to, fire prevention, fire suppression, rescue operations, emergency medical response, and fire and emergency services training to be planned, developed, constructed and equipped by Grantee with such apparatus bays, apparatus bay support and vehicle maintenance, administrative and training areas, offices, dispatch facilities, training and conference rooms, residential areas, and other amenities and facilities as Grantee in Grantee's sole, good faith discretion may determine, but not fires, smoke, or other emissions on or from the Property. In the development of the Property and construction and operation of all improvements thereon and utilities thereto, Grantee and the Property shall be subject only to the engineering, architectural and aesthetic criteria,

standards, policies, practices, building codes, regulations and ordinances that are in effect for the City of Iowa Colony on May 31, 2019, as if the Property were already in the city limits of Iowa Colony ; provided, however, that two (2) years from the date of this deed the Property will become subject to the then current regulations and building codes of the City of Iowa Colony, regardless of whether or not the Property is then within the City limits of the City of Iowa Colony.

AS ADDITIONAL CONSIDERATION FOR THE CONVEYANCE OF THE PROPERTY BY GRANTOR TO GRANTEE, GRANTEE ACKNOWLEDGES THAT, EXCEPT FOR THE LIMITED WARRANTY OF TITLE CONTAINED IN THIS DEED:

GRANTEE IS KNOWLEDGEABLE OF REAL PROPERTY. PRIOR TO THE CLOSING, GRANTEE HAS INSPECTED THE PROPERTY TO ITS SATISFACTION. GRANTEE ACKNOWLEDGES THAT IT IS FULLY RELYING ON GRANTEE'S OWN EXPERIENCE WITH THE PROPERTY OR GRANTEE'S (OR GRANTEE'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) THAT MAY HAVE BEEN MADE BY OR MAY BE MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF ITS REPRESENTATIVES. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS "AS IS", "WHERE IS" CONDITION, AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, IN CONNECTION WITH THE SALE OF THE PROPERTY TO GRANTEE, THE SALE OF THE PROPERTY IS WITHOUT ANY WARRANTY, AND GRANTOR AND GRANTOR'S PARTNERS, OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS AND AFFILIATES (COLLECTIVELY, "GRANTOR'S RELATED PARTIES") HAVE MADE NO, AND EXPRESSLY AND SPECIFICALLY DISCLAIM, AND GRANTEE ACCEPTS THAT GRANTOR AND GRANTOR'S RELATED PARTIES HAVE DISCLAIMED, ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, OF OR RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, OF OR RELATING TO: (1) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR A PARTICULAR PURPOSE OR GOOD AND WORKMANLIKE CONSTRUCTION; (2) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT; (3) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE PROPERTY; (4) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN THE PROPERTY; AND (5) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE PROPERTY. GRANTEE HEREBY EXPRESSLY AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATED TO THE CONDITION OF THE PROPERTY. IN CONSUMMATING THE PURCHASE OF THE PROPERTY, GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS OR STATEMENTS (ORAL OR WRITTEN) WHICH MAY

HAVE BEEN MADE OR MAY BE MADE BY GRANTOR OR GRANTOR'S RELATED PARTIES, AND IS RELYING SOLELY UPON GRANTEE'S OR ITS REPRESENTATIVES' OWN PHYSICAL INSPECTION OF THE PROPERTY. GRANTEE ACKNOWLEDGES THAT ANY CONDITION OF THE PROPERTY THAT GRANTEE DISCOVERS OR DESIRES TO CORRECT OR IMPROVE PRIOR TO OR AFTER THE CLOSING DATE SHALL BE AT GRANTEE'S SOLE EXPENSE. GRANTEE EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW, INCLUDING, BUT NOT LIMITED TO COMMON LAW, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY.

Grantor is a Texas municipality, and Grantee is a political subdivision of the state of Texas, and nothing herein shall waive or impair Grantor's or Grantee's immunity from ad valorem property taxes and related charges. Furthermore, nothing herein shall waive or impair any provision of Texas Tax Code section 23.55(f) or any other law providing that rollback taxes shall not accrue when a change of use of property results from a transfer of property to a political subdivision for a public use.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and subject to the herein described Permitted Exceptions and other terms hereof, Grantor does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor but not otherwise.


PETITION FOR ANNEXATION: Grantee hereby petitions the City of Iowa Colony to annex the Property herein conveyed. This petition shall be construed as a new petition for annexation each day, and this petition shall run with the land and be binding on Grantee and its successors and assigns.

[Signature Pages Follow]

EXECUTED effective as of June 10, 2020

GRANTOR:

CITY OF IOWA COLONY, TEXAS

By: 
Michael Byrum-Bratsen, Mayor

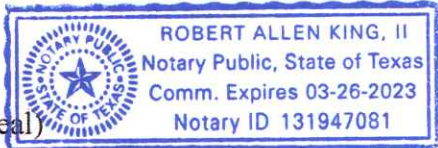
ATTEST:

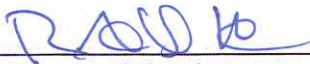

Kayleen Rosser, City Secretary

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF Brazoria §

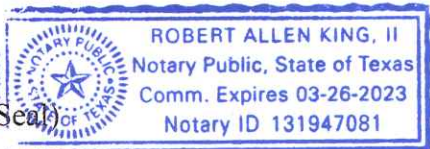
This instrument was acknowledged before me on the 11 of June 2020, by Michael Byrum-Bratsen, as Mayor on behalf of the City of Iowa Colony, Texas.


(Seal) 


Notary Public Signature

THE STATE OF TEXAS §
 §
COUNTY OF Brazoria §

This instrument was acknowledged before me on the 11 of June 2020, by Kayleen Rosser, as City Secretary on behalf of the City of Iowa Colony, Texas.

(Seal) 


Notary Public Signature

[Signature Page Continues]

ACCEPTED AND AGREED BY GRANTEE.

**BRAZORIA COUNTY EMERGENCY
SERVICES DISTRICT NO. 3**

By: [Signature]
Darrell Valusek, President of the Board

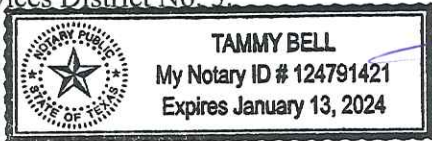
ATTEST:
[Signature]
Frank Hagdorn, Secretary of the Board

Grantee's Address:
6931 Masters Road
P.O. Box 1253
Manvel, TX 77578

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF Brazoria §

This instrument was acknowledged before me on the 11 of June 2020, by Darrell Valusek, as President of the Board on behalf of Brazoria County Emergency Services District No. 3.



[Signature]
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF Brazoria §

This instrument was acknowledged before me on the 11 of June 2020, by Frank Hagdorn, as Secretary of the Board on behalf of Brazoria County Emergency Services District No. 3.

[Signature]
Notary Public Signature

(Seal)

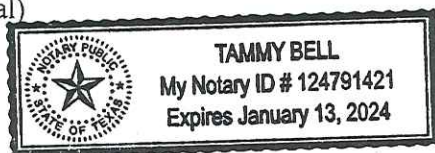


EXHIBIT "A"
PROPERTY DESCRIPTION

Copy

METES AND BOUNDS DESCRIPTION
1.565 ACRE (68,175 SQUARE FEET)
H.T.&B. RAILROAD COMPANY SURVEY, SECT. 51, ABSTRACT NUMBER 288
BRAZORIA COUNTY, TEXAS

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

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

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

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

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

THENCE, South 87°16'24" West, along said north line, crossing at a distanced of 36.20 feet a 5/8-inch iron rod found marking an angle corner in the north line of said Sierra Vista Sect 1 and continuing along said north line for a distance of 192.00 feet to a 5/8-inch iron rod with plastic cap stamped "JONES-CARTER" found marking the southeast corner of said called 2.875 acre tract common with the southwest corner of the herein described tract, from which a 5/8-inch iron rod found marking the northeast corner of Restricted Reserve "A" in said Sierra Vista Sect 1 bears South 87°16'24" West, 103.81 feet;

THENCE, North 02°43'36" West, along the east line of said called 2.875 acre tract, a distance of 355.08 feet to the POINT OF BEGINNING and containing 1.565 acre (68,175 square feet) of land. This description is based on the plat of the ALTA/ACSM Land Title Survey prepared by Terra Surveying Company, Inc., dated June 21, 2019, TSC Project Number 1851-1918-S.

Revised 06/09/20 - Karsten
Compiled by: Mark J. Piriano, RPLS.
Terra Surveying Company, Inc.
MB1656.doc

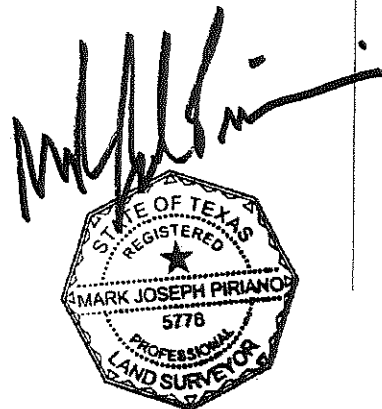


EXHIBIT "B"

PERMITTED EXCEPTIONS

This conveyance is also expressly made and accepted subject to the following matters, affecting all or any part of the Property, and reference for particulars is hereby made to any recorded documents herein mentioned:

1. "The term "the mineral estate" herein shall mean all oil, gas, and other minerals of any nature whatsoever, whether similar or dissimilar, and all surface rights and other rights of the mineral estate. This conveyance does not include any interest in the mineral estate."

All easements and other terms of the

2. Restrictive Covenants of record itemized below:

Recording Date: October 22, 2018

Recording No.: 2018053880 Plat Records

3. Building Set Back Line Twenty-Five (25) feet in width along both the north and the south property lines of the subject property, as shown by the plat recorded under Clerk's Number 2018053880 of the Plat Records of Brazoria County, Texas; as shown on the survey dated June 21, 2019, prepared by Mark Joseph Piriano, R.P.L.S. No. 5778, Project No. 1851-1918-S, with Terra Surveying Co., Inc., a copy of which is attached hereto marked Exhibit "C" and made a part hereof for all purposes.
4. Building Set Back Line Ten (10) feet in width along the west property line of the subject property, as shown by the plat recorded under Clerk's Number 2018053880 of the Plat Records of Brazoria County, Texas; as shown on the survey dated June 21, 2019, prepared by Mark Joseph Piriano, R.P.L.S. No. 5778, Project No. 1851-1918-S, with Terra Surveying Co., Inc.
5. Sanitary Sewer Easement, being Twenty (20) feet by Twenty-Five (25) feet in width, located at, or near, the southeast corner of the westerly 1.6 acre portion of Restricted Reserve "A", as shown by the plat recorded under Clerk's Number 2018053880 of the Plat Records of Brazoria County, Texas; as shown on the survey dated June 21, 2019, prepared by Mark Joseph Piriano, R.P.L.S. No. 5778, Project No. 1851-1918-S, with Terra Surveying Co., Inc.
6. Pipeline Easement Thirty (30) feet in width along the north property line, granted to ETC NGL Transport, LLC, as set out in instrument dated February 29, 2012, filed for record under Clerk's File No. 2012010807 of the Official Public Records of Brazoria County, Texas; as reflected by the plat recorded under Clerk's File Number 2018053880 of the Official Public Records of Brazoria County, Texas; as shown on the survey dated June 21,

2019, prepared by Mark Joseph Piriano, R.P.L.S. No. 5778, Project No. 1851-1918-S, with Terra Surveying Co., Inc.

7. Pipeline Easement Twenty-Five (25) feet in width, beginning at a line Five (5) feet along the north property line, granted to Enterprise Crude Pipeline, LLC, as set out in instrument filed for record on November 9, 2016 under Clerk's File Nos. 2016055348 and 2016056368 of the Official Records of Brazoria County, Texas; as reflected by the plat recorded under Clerk's File Number 2018053880 of the Plat Records of Brazoria County, Texas; as shown on the survey dated June 21, 2019, prepared by Mark Joseph Piriano, R.P.L.S. No. 5778, Project No. 1851-1918-S, with Terra Surveying Co., Inc. Encroachment Agreement by and between Enterprise Crude Pipeline LLC and Land Tejas Sterling Lakes South, L.L.C., filed for record on September 18, 2019, under Clerk's File Number 2019046209 of the Official Public Records of Brazoria County, Texas.

8. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated December 20, 1945, recorded on December 26, 1945, in Volume 402, Page 6 of the Deed Records of Brazoria County, Texas. Conveyance of said interest by document dated February 15, 1973, recorded in Volume 1149, Page 370 of the Deed Records of Brazoria County, Texas.

Waiver(s) of Surface Rights and Affidavit(s) of Non-Production, filed for record under Clerk's File No's. 2006007692 and 2007048315 of the Official Public Records of Brazoria County, Texas.

9. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated February 8, 1954, recorded on February 16, 1954, in Volume 584, Page 416 of the Deed Records of Brazoria County, Texas.

10. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated November 15, 1956, recorded on January 22, 1957, in Volume 676, Page 567 of the Deed Records of Brazoria County, Texas.

11. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated February 13, 1973, recorded on February 16, 1973, in Volume 1149, Page 510 of the Deed Records of Brazoria County, Texas.

Waiver(s) of Surface Rights and Affidavit(s) of Non-Production, filed for record under Clerk's File No's. 2006007692 and 2007048315 of the Official Public Records of Brazoria County, Texas.

12. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated December 17, 2003, filed for record under Clerk's File No. 03 079750 of the Official Public Records of Brazoria County, Texas. Without any right to use the surface of, or above the subsurface depth of 100 feet under, the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) for exploring for, mining, drilling for, developing, producing, removing, storing, processing, treating and transporting such oil, gas, sulphur or other minerals, which surface use right is hereby waived.

13. Declaration of Gas Unit dated July 23, 1993, filed for record under Clerk's File No. 93-026455 of the Official Public Records of Brazoria County, Texas.
14. Lease for coal, lignite, oil, gas and other minerals, together with rights incident thereto, dated July 23, 2008, by and between 241 South Freeway Joint Venture, as Lessor, and Alexander & Heath, as Lessee, as evidenced by the Memorandum of Oil, Gas and Mineral Lease, filed for record on July 30, 2008, under Clerk's File No. 2008038642 of the Official Public Records of Brazoria County, Texas. Amended by document dated February 11, 2011, being effective as of July 23, 2008, filed for record on April 28, 2011, under Clerk's File No. 2011016856 of the Official Public Records of Brazoria County, Texas.
15. Declaration of Pooling and Unit Designation of "Hoss Gas Unit," dated effectively as filed for record, on July 16, 2013, under Clerk's File No. 2013034623 of the Official Public Records of Brazoria County, Texas.
16. Terms, conditions and stipulations contained in that certain Permanent Easement Agreement, pertaining to a Thirty (30) foot easement for pipeline purposes, executed by and between Land Tejas Sterling Lakes South, L.L.C., and ETC NGL Transport, LLC, dated February 29, 2012, filed for record under Clerk's File No. 2012010807 of the Official Public Records of Brazoria County, Texas.
17. Terms, conditions and stipulations contained in that certain Special Warranty Deed, executed by Land Tejas Sterling Lakes South, L.L.C., conveying to The City of Iowa Colony, Texas, dated August 21, 2017, filed for record under Clerk's File No. 2017042142 of the Official Public Records of Brazoria County, Texas.
18. All terms of the Access and Utility Easement and Development Agreement between the City of Iowa Colony, Texas and Brazoria County Emergency Services District No. 3, recorded on or about the same date as this deed, including but not limited to the easements therein created or described.
19. Terms, conditions and stipulations of that certain Permanent Easement Agreement by and between The City of Iowa Colony, Texas, and M2E3, LLC, evidenced by Memorandum of Permanent Easement Agreement dated December 13, 2019, filed for record on January 8, 2020, under Clerk's File Number 20020001109 of the Official Public Records of Brazoria County, Texas.

EXHIBIT "C"
SURVEY

Copy



ALVIN INDEPENDENT SCHOOL DISTRICT

Patrick Miller
Chief of Operations

PETITION FOR ANNEXATION

The Alvin Independent School District owns the following real property ("the Property") in Brazoria County, Texas:

Description of a 15 acre tract of land situated in the William Pettus League, Abstract No. 714, Brazoria County, Texas

Whereas, the Alvin Independent School District hereby petitions the City of Iowa Colony, Texas, to annex the Property.

The Property is one-half mile or less in width, contiguous to the City of Iowa Colony, and has no qualified voters residing on it.

OWNER:

Alvin Independent School District



Signature of Authorized Agent


Printed Name: Patrick Miller

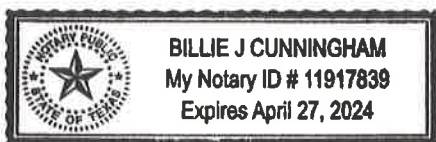
Title: Chief of Operations

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me, on the 14 day of January, 2021, by Patrick Miller, as the Chief of Operations, on behalf of Alvin Independent School District.


Notary Public in and for the State of Texas



PLACE OF
COMMENCING
ACCESS EASEMENT

CALLING 300.9 ACRES (TRACT 7)
GRANTED SHAW & SHAW & S
DATED: OCTOBER 19, 1904
VOL. 1004, PG. 79, D.B.E.C.

NORTH CANAL
UNIMPROVED
VOL. 1463, PG. 207, D.B.E.C.

PLACE OF
TERMINATION
ACCESS EASEMENT

1.44 ACRES SHAW & SHAW & S
THE SOUTH TEXAS WATER CO.
VOL. 1204, PG. 282, D.B.E.C.

Scale 1" = 200'



WILLIAM PETTUS LEAGUE, A-714

ACCESS EASEMENT
91,127 SQ. FT.
1.400 ACRES

BEING OUT OF THAT CERTAIN TRACT OF LAND
(CALLED 300.9 ACRES, TRACT 1-A)
DESCRIBED IN A DEED TO GEORGE V. SOWERS, JR., TRUSTEE
RECORDED IN HARRIS COUNTY CLERK'S FILE NO. 2006003948
OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS
LOCATED IN THE
THE WILLIAM PETTUS LEAGUE, A-714 AND
BRAZORIA COUNTY, TEXAS



AUGUST 5, 2014 JOB NO. 0040-1003.205

LJA Engineering, Inc.

2929 Briarpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026

I, SCOT LONE, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY
TO OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND TO ALVIN INDEPENDENT
SCHOOL DISTRICT THAT THIS SURVEY SUBSTANTIALLY COMPLETES WITH THE CURRENT TEXAS
SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR
A CATEGORY 1A, CONDITION II SURVEY.
WITNESS MY HAND AND SEAL THIS 5TH DAY OF AUGUST, 2014.



DESCRIPTION

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

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

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

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

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

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

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

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

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


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

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

08/01/2014
15.000 Acres
WILLIAM PETTUS LEAGUE, Ab. 714, Brazoria County, Texas

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

WITNESS MY HAND AND SEAL THIS THE 5th DAY OF AGUST, 2014
REVISED 08/22/2014


Scot Lowe
Registered Professional Land Surveyor No. 5007



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

Copy

**AGREEMENT BETWEEN
BRAZORIA COUNTY
AND
VILLAGE OF IOWA COLONY**

THIS AGREEMENT, entered this 1st day of October, 2021 by and between Brazoria County (herein called the "Grantee") and Village of Iowa Colony (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; Entitlement Grant CFDA 14.218; Grant Number B-21-UC-48-0005; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a public infrastructure program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities approved under the 2020 Community Development Block Grant (CDBG) Program Action Plan:

IOWA COLONY STREET IMPROVEMENTS – The Village of Iowa Colony will remove, replace and widen to 20' width approximately 3,235 linear feet of CR 382 from Ames Blvd going West to the city limits of Iowa Colony.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the activities carried out with funds provided under this agreement will meet the CDBG Program's National Objective of (benefit low- and moderate-income persons, as defined in 24 CFR 570.208).

III. GOALS AND PERFORMANCE MEASURES

The Subrecipient will assist a public facility with approximately 45 people, of which 84.4% are low- and moderate-income persons, with improved suitable living environment by providing availability/accessibility through library improvements.

IV. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2021 and end on the 30th day of September, 2022. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The milestones for the proposed project shall be as follows:

Complete environmental review	3 months
Complete street construction	<u>9 months</u>
Total:	<u>12 months</u>

V. PERFORMANCE MONITORING

The Grantee will monitor the performance of the Subrecipient against the goals, performance standards and construction milestones as stated herein. Substandard performance as determined by the Grantee will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension, or termination procedures will be initiated.

VI. GRANT AMOUNT

It is expressly understood that the maximum total amount to be paid by Grantee under this Agreement shall be One Hundred Forty Thousand Dollars and No Cents (\$140,000.00). Furthermore, it is expressly understood by Subrecipient that Grantee's obligation under this Agreement is conditioned upon receipt of such funds from the U. S. Department of Housing and Urban Development.

Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall be One Hundred Forty Thousand Dollars and No Cents (\$140,000.00), or the amount received from HUD, whichever is less.

VII. BUDGET

<u>Line Item</u>	<u>Amount</u>
Street Improvements	140,000.00
Total	<u>\$140,000.00</u>

In addition, if the Grantee requires a more detailed budget breakdown, the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

VIII. PAYMENT

Invoices for payment must be signed by the Subrecipient and Engineer, if applicable, prior to submission for payment. Invoices for the payment of eligible expenses shall be submitted to the Grantee in accordance with the procedures as established by the Brazoria County Auditor's Office. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302 & 305.

IX. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

L. M. "Matt" Sebesta, Jr., County Judge
Brazoria County
Brazoria County Courthouse
111 E. Locust, Suite 102A
Angleton, Texas 77515

Subrecipient

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

X. SPECIAL CONDITIONS

A. Water and/or Sewer Facilities Planning or Construction

Notwithstanding any other provisions of this Agreement, no funds provided under this Agreement may be obligated or expended for the planning or construction of water or sewer facilities until the Subrecipient's receipt of written notification from the Grantee that the U. S. Department of Housing and Urban Development has issued a release of funds on completion of the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and the U. S. Department of Housing and Urban Development's implementing regulations at 24 CFR Part 52.

B. New or Revised Water and/or Sewer Facilities Planning or Construction

As required under Executive Order 12372 and 24 CFR Part 52, the subrecipient shall receive written notification from the Grantee that the U. S. Department of Housing and Urban Development has issued a release of funds before obligating or expending any funds provided under this Agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under Executive Order 12372 and implementing regulations.

XI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U. S. Housing and Urban Development regulations concerning Community Development Block Grants). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available utilize funds available.

B. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers' Compensation Insurance

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, as required by State law.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to One Hundred Forty Thousand Dollars and No Cents (\$140,000.00). The Subrecipient shall comply with Brazoria County's local insurance requirements and the bonding requirements as set forth in 2 CFR 200.304 and 2 CFR 200.310, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

The Grantee may suspend this agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein and referenced in 2 CFR 200.338. The Grantee may also declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, 2 CFR 200.339 shall apply in addition to all finished or unfinished documents, data studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this agreement shall, at the option of the Grantee, become the property of the Grantee. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination if applicable.

If a Subrecipient agreement is suspended or terminated, costs incurred are not allowable except as referenced in 2 CFR 200.342) and are due back to Grantee.

XII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E as applicable; for all costs incurred whether charged on a direct or indirect basis.

2. Cost Principles

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR 200.400, Subpart E, "Cost Principles" and 24 CFR 570.503(b)(4) would apply.

If the Subrecipient is a non-profit organization or educational institution chartered under the laws of the State of Texas, the Subrecipient shall administer its program in conformance with 2 CFR 200, Subpart E, "Cost Principles", as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in Subpart J of 24 CFR Part 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records determining the eligibility of activities or services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he or she has received final payment. Notwithstanding the above, if there is litigation claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Beneficiary Data

The Subrecipient shall maintain beneficiary data demonstrating that the activities carried out with the funds provided under this agreement meets one or more of the CDBG Program's National Objectives as defined in Subpart C of 24 CFR Part 570.208. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify property and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in Subpart J of 24 CFR Part 570 and specifically 24 CFR 570.505, as applicable.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make transcripts or copies of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have

an annual agency audit if required by Federal law or regulation to be conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, 2 CFR 200.500, Subpart F, Audit Requirements.

C. Additional Requirements

1. Program Income

The Subrecipient shall report "monthly" all program income as defined at Subpart J of 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement to the Grantee. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.503 and 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. Any program income received after the expiration of this Agreement shall be paid to the Grantee as required by 24 CFR 570.503(b)(7).

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient. All invoices being submitted for reimbursements and/or payments must be received in the office of the Brazoria County Community Development Department within 30 days following the end of the Agreement period.

4. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Brazoria County area (which includes Harris, Fort Bend, Galveston, and Matagorda counties) paid with funds provided under this Agreement.

5. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee as required by 24CFR 570.503(b)(2).

D. Procurement of Materials, Property or Services

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement, unless otherwise specified by the Grantee.

2. Procurement and Property Management Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326, Subpart D, Procurement Standards, and shall subsequently follow 2 CFR 200, Subpart D, Property Standards, and 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504, and 24 CFR 570.505 covering utilization and disposal of property. The Subrecipient shall maintain real property inventory records which clearly identify property and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform with Subpart J of 24 CFR Part 570.502(a)(5) for real property and Subpart J of 24 CFR Part 570.502(a)(6) for equipment and 24 CFR 570.505, as applicable.

3. Use and Reversion of Assets:

The use and disposition of real property and equipment under this agreement shall be in compliance with the requirements of 2 CFR 200, Subpart D, Property Standards and 24 CFR 570, Subpart J, Grant Administration. Specific requirements include 2 CFR 200.311, 2 CFR 200.313, 2 CFR 200.314, 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504 and 24 CFR 570.505, as applicable, which include but are not limited to the following:

- a. The Subrecipient shall transfer to the Brazoria County any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b. Real property within the recipient's control which was acquired or improved in whole or in part using under this Agreement using CDBG funds in excess of \$25,000.00 shall apply from the date CDBG funds are first spent for the property until five (5) years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five (5) years after the closeout of the grant from which the assistance to the property was provided as specified in 24 CFR 570.505. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed time period, the property is to be disposed of in a manner which results in Brazoria County being reimbursed in the amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment to Brazoria County shall constitute CDBG Program Income and shall be subject to the provisions of 24 CFR 570.489(e).
- c. Personal property, supplies, and equipment acquired under this Agreement shall revert to Brazoria County or disposition in compliance with 24 CFR 570.503(b)(7),

unless Subrecipient continues to carry out the same Program for which said property, supplies, and equipment was acquired or the Subrecipient shall compensate Brazoria County for CDBG's share in compliance with 2 CFR 200.313(e), 2 CFR 200.314 and 24 CFR 570.502(a)(6).

XIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606; 2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974; and 3) the requirements in 570.606(d) governing optional relocation policies. [At the discretion of the Grantee, the Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced, as defined by 24 CFR 570.606 (b)(2), as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

XIV. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended; Title VIII of the Civil Rights Act of 1968 as amended; the Fair Housing Act (P. L. 90-284) Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063 as amended by EO 12259; and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 670.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the

Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The Grantee shall provide affirmative action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient, to the extent applicable, shall submit a plan for an Affirmative Action Program for approval prior to the disbursement of any funds to the Subrecipient.

2. Women- and Minority-Owned businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage American, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or sub-contractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provision stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's

representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs XI (A), Civil Rights, and (B), Affirmative Action hereof, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U. S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreement and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey-workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. Section 3

A. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and

orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontract with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement. The Subrecipient will not enter into any Agreement with contractors and /or subcontractors who have been debarred or prohibited from federal Agreements.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, U.S. Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but or not limited to) the following:

- a. The subrecipient shall maintain a written or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award of administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the subrecipient shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard

to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) below regarding the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification – (paragraph d)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in Subpart C of 24 CFR 570.200(j). An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

XV. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1314, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards under the National Flood Insurance Program that flood insurance is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subparts A and B. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, treatment and precautions that should be taken when dealing with lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XVI. SEVERABILITY

If any provision of this agreement is held invalid, the reminder of the agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

FOR SUBRECIPIENT:

FOR GRANTEE:

By: _____
Michael Byrum-Bratsen

By: _____
L. M. "Matt" Sebesta, Jr.

Title: Mayor

Title: County Judge

Date: _____

Date: _____

Copy

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS,
AMENDING THE INVESTMENT POLICY; AND PROVIDING A
SAVINGS CLAUSE, SEVERANCE CLAUSE, AND EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY,
TEXAS (“THE CITY”):**

- 1.** The attached Investment Policy for the City of Iowa Colony, Texas (“the Investment Policy”) is hereby adopted and incorporated herein in full.
- 2.** The Investment Policy hereby adopted amends and replaces the prior Investment Policy of the City.
- 3.** If any part, of whatever size, of this ordinance or the Investment Policy, as hereby amended, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance and the Investment Policy shall remain in full force and effect.
- 4.** This ordinance shall take effect as of the date of its passage, approval, and adoption.

PASSED AND APPROVED ON THE FIRST READING ON SEPTEMBER 20, 2021.

**PASSED, APPROVED, AND ADOPTED ON THE SECOND AND FINAL READING
ON OCTOBER 18, 2021.**

CITY OF IOWA COLONY, TEXAS

By: _____
**MICHAEL BYRUM-BRATSEN,
MAYOR**

ATTEST:

**KAYLEEN ROSSER,
CITY SECRETARY**

ATTACHMENT:

INVESTMENT POLICY FOR
THE CITY OF IOWA COLONY, TEXAS

Copy

INVESTMENT POLICY FOR THE CITY OF IOWA COLONY, TEXAS

~~FEBRUARY 19, 2008~~

Revised and Approved on October 18, 2021

I. POLICY STATEMENT

The investment policy of the City of Iowa Colony, Texas is to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing investment of public funds.

II. SCOPE

This investment policy applies to all the financial assets and funds held by the City.

III. OBJECTIVES AND STRATEGY

It is the policy of the City that all funds shall be managed and invested with three primary objectives, listed in order of their priority: safety, liquidity, and return on investment.

Safety of Principal

Safety of principal is the foremost objective of the City. Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

Liquidity

The City's investment portfolio shall remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

Return on Investment

The City's investment portfolio will be designed with the objective of attaining a rate of return commensurate with the City's investment risk constraints and the cash flow operating requirements.

Diversification

The City shall diversify its investments in order to minimize the risk of loss resulting from a concentration of assets in a specific maturity, a specific issuer, or a specific type of investment.

Maturities

Investment maturities should be staggered in order to minimize the risk of market price volatility and to protect liquidity and meet cash needs.

The maturity of an investment shall not exceed one year or, with the approval of the City Council, two years.

For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date for the portfolio shall not exceed two years.

Basis for Settlement

All transactions, except investment pool funds and mutual funds, shall be settled on a delivery versus payment basis. The collateral shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original of all safekeeping receipts shall be delivered to the City.

Bids for Certificates of Deposit

~~Bids for certificates of deposit shall be solicited in writing, electronically, or in any combination of those methods. Bids may be in the form of written quotes kept on file in the City Secretary's office.~~

Monitoring Market Prices

Before making any investment, the Investment Officers shall make arrangements for prompt and regular monitoring of the market price of the investment.

Management and Internal Controls

The Investment Officers shall establish a system of internal controls that shall be reviewed by the City's auditor. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in the financial markets, or imprudent actions by employees or Investment Officers of the City.

Quarterly Reporting

The Investment Committee shall prepare and submit to the City Council a signed quarterly investment report for all funds for the preceding reporting period.

IV. STATUTORY REQUIREMENTS

Direct, specific ~~investment~~ parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the "Act"). The City shall comply with the ~~parameters of this~~ Act.

V. DELEGATION OF INVESTMENT AUTHORITY

The ~~Mayor~~City Manager and the ~~Councilmember designated as the City Treasurer~~City Finance Officer shall be the designated Investment Officers of the City. The ~~Council is~~Investment Officers are responsible for considering the quality and capability of the staff, investment advisors and consultants involved in investment management and procedures, subject to the authority and responsibility of the City Council to approve all investment brokers and advisers. All participants in the investment process shall seek to act responsibly as custodians of public trust.

The Investment Officers shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff.

The ~~Mayor and City Treasurer~~Investment Officers and the City Council are responsible for reviewing the investments and other accounts of the City.

Regardless of any other provision, the City Council retains ultimate responsibility as fiduciaries of the assets of the City.

The City Manager is responsible ~~and~~ for authorizing budgeted expenditures necessary for the day to day operations of the City.

The Investment Officers shall obtain training as required by law, from sources approved by the City Council.

Disclosure of Business Relationships

An investment officer shall disclose to the City Council and the Texas Ethics Commission any personal business relationship between the investment officer and any person or business organization offering to engage in an investment transaction with the City, to the extent such disclosure is required by Section 2256.005(i) of the Texas Government Code.

VI. AUTHORIZED INVESTMENTS AND COMPANIES

Quality and Capability of Investment Management

For brokers and dealers of government securities, the Investment Officers shall select only those dealers reporting to the Market Reports Division of the Federal Reserve Bank of New York, also known as the Primary Government Securities Dealers, unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. The City Council must authorize all brokers and dealers. Investment officers shall not conduct business with any person contrary to instructions from the City Council.

Providing Copy of Policy Before Investing

The Investment Officers shall present a copy of this policy to any person offering to engage in an investment transaction with the City, or to any investment management firm under contract with the City to invest or manage the City's investment portfolio or any part thereof, to the extent such presentation is required by Texas Government Code Section 2256.005(k). Before investing or contracting with such person, the Investment Officers shall receive a written acknowledgement, signed by such person or the qualified representative of such business organization, that such person or organization has received and reviewed the investment policy, and that such person or organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and that person or organization that are not authorized by the City's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards, all to the extent such acknowledgment is required by Texas Government Code 2256.005(k).

Types of Investments

Acceptable investments under this policy shall be limited to the instruments listed below.

- A. Fully insured or collateralized certificates of deposit from a bank in the State of Texas and under the terms of a written depository agreement with that bank;

- B. Obligations of the United States Government, its agencies and instrumentalities and government sponsoring enterprises;
- C. Texas Local Government Investment Pools which invest in instruments and follow practices allowed by law as defined in Section 2256.016 of the Texas Government Code and have been authorized by the City Council.

Types of Collateral

The City shall accept only the following securities as collateral:

- A. FDIC insurance coverage;
- B. United States Treasuries and Agencies;
- C. Texas State, City, County, School or Road District bonds with a remaining maturity often (10) years or less with an investment grade bond rating from Moody's Investors Services (BAA and above) and Standard and Poor's Corporation (BBB and above); or

D. ——— ~~D.~~ Other securities approved by the City Council.

VII. DEPOSITORIES

A. Out of Town Depositories. The City may consider the application to serve as a depository for the City, received by the City from a bank, credit union, or savings association that is not doing business within the City, after taking into consideration what is in the best interest of the City in establishing a depository.

B. Texas Local Government Code Chapter 105. The applicable portions of Chapter 105 of the Texas Local Government Code shall govern the publication of advertisements for applications, review of applications, selection and designation of a depository, terms of a depository contract, and other matters governed by that chapter.

C. Bids for Certificates of Deposit. Bids for certificates of deposit shall be solicited in writing, electronically, or in any combination of those methods, all in compliance with any applicable provisions of Texas Local Government Code chapter 105. Where that chapter 105 does not apply, bids must still be in writing and must be kept on file in the City Secretary's office.

VIII. ANNUAL AUDIT

In conjunction with the City's annual audit, the City shall obtain a compliance audit of management controls on investments and adherence to the City's established investment policies.

~~VII.~~ IX. INVESTMENT POLICY ADOPTION AND REVIEW BY CITY COUNCIL

The City's investment policy shall be adopted by the City Council. The City Council shall review the policy on an annual basis.

The City Council shall adopt a written instrument by ordinance or resolution stating that the Council has reviewed the investment policy and investment strategies, and the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

IX. AMENDMENT

In the event State law changes and the City cannot invest in the investments described in this policy, this policy shall automatically be conformed to existing law.

Copy

INVESTMENT POLICY FOR THE CITY OF IOWA COLONY, TEXAS
FEBRUARY 19, 2008
Revised 2014

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- D. Other securities approved by the City Council.

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

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

BE IT REMEMBERED ON THIS, the 20th day of September, 2021, the City Council of the City of Iowa Colony, Texas, held a Public Meeting at 7:00 P.M. at Iowa Colony City Hall, there being present and in attendance the following members to wit:

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

And Councilwoman Marquette Greene-Young being absent, constituting a quorum at which time the following business was transacted.

WORKSESSION- 6:00 P.M.

1. Mayor Byrum-Bratsen called the worksession to order at 6:16 P.M.
2. Discussion regarding proposed changes to the Unified Development Code. City Manager, Robert Hemminger and Consultant City Engineer, Dinh Ho discussed the proposed changes to the Unified Development Code in Kent Marsh's absence. Once Consultant City Planner, Kent Marsh arrived he briefly stated the proposed changes and answered questions from the City Council.
3. The worksession was adjourned at 6:44 P.M.

REGULAR MEETING – 7:00 P.M.

1. Mayor Byrum-Bratsen called the meeting to order at 7:01 P.M.
2. Pledge of Allegiance and Texas Pledge were recited.
3. **PUBLIC HEARINGS**
 - Hold a public hearing on the adoption of the tax rate. Mayor Byrum-Bratsen opened the public hearing at 7:02 P.M. No comments from the public. Mayor Byrum-Bratsen closed the public hearing at 9:02 P.M.
 - Hold a public hearing on amending the Unified Development Code and the Zoning Ordinance on: (1) regulations, procedures, and authority under those ordinances for the City Council, Building Codes Board of Appeals, Zoning Board of Adjustment, Planning and Zoning Commission, and other boards and commissions; and (2) building

transparency, build-to lines, external building requirements, and other building regulations. This public hearing was a continuation from the previous meeting on September 9, 2021. No comments regarding the public hearing. The Mayor left the public hearing open.

- Hold the second of two public hearings to consider annexing the following property:
Annexation Tracts 1 and 2: a segment of the right of way of County Road 56 (Meridiana Parkway) from the west right of way line of State Highway 288 westward to the west line of Sterling Lakes West Subdivision Section 4, less and except the portion thereof already in the city limits of Iowa Colony. Annexation Tract 3: a segment of the right of way of County Road 48 (Ames Boulevard) from the projected south line of Sterling Lakes West Subdivision Section 2 northward to the projected north line of Sterling Lakes Subdivision Section 13, less and except the portion thereof already in the city limits of Iowa Colony. Mayor Byrum-Bratsen opened the public hearing at 7:03 P.M. No public comments were made. The Mayor closed the public hearing at 9:02 P.M.

4. Citizens Comments and Presentations. There were no comments from the public.

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

5. Mayor's comments or reports.

- Hospitals are full
- Covid is raging
- Please get vaccinated
- Presented Kent Marsh with a plaque for his time and expertise with city growth. Kent Marsh thanked the Mayor and Council and stated that he has always had a desire for the places he is responsible for to have the best planning as possible. Ron Cox expressed his appreciation to Kent and all his hard work and dedication to the city.

6. Council comments or reports.

- Councilwoman Hargroder hopes everyone made it through the storm. She thanked staff for their quick response during this time.
- Councilwoman Murray thanked Robert, Kayleen, and Wil for reaching out during the time of her family member passing away. She thanked Chief Bell for checking on her after the storm. She thanked Kent for always being so nice to her. She stated that Covid needs to be taken seriously and asked that individuals wear a mask.
- Councilman Kennedy thanked the staff for their quick response to the hurricane. All efforts to stop the spread of Covid are appreciated.
- Councilman Wilsey gave an update on the T-Mobile service as discussed last month. He stated that if you reside in the rural area you may want to look into it as he has been very pleased with the service and signal.

7. Staff Reports.

- A. City Manager stated that the Council has a strategic Planning session coming up at the end of October. He shared his condolences for Councilmember Greene-Young whose nephew passed away unexpectedly.
- B. City Engineer
- C. Police Department
- D. Building Official/Fire Marshal gave an update on the iWork's software stating that we are planning on going live October 1st.

- E. City Secretary informed everyone that there are certain sections in Meridiana that are in the city limits of Manvel and have a Manvel address but the zip code shows Rosharon. This is due to the fact that the Rosharon post office will be servicing these sections in Meridiana. The sections this affects are 39A, 39B, 43, 44, 45, 46, 47, 48, 49, and 50 as well as the JRHS and future recreational center.
- F. Senior Accountant provided an update on the new financial fundview software.
- G. Public Works In addition to the report Ruth Road has been paved.

8. Consideration and possible action to approve an ordinance adopting the FY 21-22 City Budget by a roll call vote. Councilman Wilsey moved to approve an ordinance adopting the FY 21-22 City Budget by a roll call vote. Seconded by Councilman Kennedy. Approved unanimously with a roll call vote of all five present members. Councilwoman Hargroder voted aye, Councilwoman Murray voted aye, Mayor Byrum-Bratsen voted aye, Councilman Kennedy voted aye, and Councilman Wilsey voted aye. Councilwoman Greene-Young was absent.

Take a separate vote to ratify the tax increase reflected in the budget, by a roll call vote. Councilman Wilsey made a motion to ratify the tax increase reflected in the budget, by a roll call vote. Seconded by Councilman Kennedy. Approved with four ayes and one nae by a roll call vote and with one councilmember absent. Councilwoman Hargroder voted aye, Councilwoman Murray voted nae, Mayor Byrum-Bratsen voted aye, Councilman Kennedy voted aye, and Councilman Wilsey voted aye. Councilwoman Greene-Young was absent.

9. Consideration and possible action to approve an ordinance setting the tax rate for the 21-22 fiscal year by a roll call vote. Councilman Wilsey made a motion to approve an ordinance setting the tax rate for the 21-22 fiscal year by a roll call vote. Seconded by Councilwoman Hargroder. Approved with four ayes and one nae by a roll call vote and with one councilmember absent. Councilwoman Hargroder voted aye, Councilwoman Murray voted nae, Mayor Byrum-Bratsen voted aye, Councilman Kennedy voted aye, and Councilman Wilsey voted aye. Councilwoman Greene-Young was absent.

10. Consideration and possible action to approve a contract with Grantworks as the administration provider to complete project implementation for the American Rescue Plan Act (ARP Act) funding administered by the U.S. Department of the Treasury or other Federal or State Agency. Councilwoman Hargroder made a motion to approve a contract with Grantworks as the administration provider to complete project implementation for the American Rescue Plan Act (ARP Act) funding administered by the U.S. Department of the Treasury or other Federal or State Agency with the addendum provided in the Council packet. Seconded by Councilman Wilsey. Approved unanimously with five ayes.

11. Consideration and possible action to approve a contract with Bickerstaff, Heath, Delgado, Acosta LLP to perform the City's districting process. Councilman Kennedy made a motion to approve the contract with Bickerstaff, Heath, Delgado, Acosta LLP to perform the City's districting process. Seconded by Councilwoman Hargroder. Approved unanimously with five ayes.

12. Consideration and possible action to authorize staff to issue request for qualifications (RFQ) for firm's interested in providing updates to the City's Unified Development Code (UDC). Councilwoman Hargroder made a motion to authorize staff to issue request for qualifications (RFQ) for firm's interested in providing updates to the City's Unified Development Code (UDC). Seconded by Councilwoman Murray. Approved unanimously with five ayes.

13. Consideration and possible action to amend Ordinance No. 2008-4 regarding soliciting. No action taken.

14. Consideration and possible action to approve Meridiana Section 76B Final Plat. Item deferred until executive session. After returning from executive session Mayor and Council came back to the item. Councilman Kennedy made a motion to approve Meridiana Section 76B Final Plat. Seconded by Councilman Wilsey. Approved with three ayes against two naes. Mayor Byrum -Bratsen and Councilwoman Hargroder voted against the motion. Councilwoman Greene-Young was absent.

15. Consideration and possible action on the first of two readings of ordinance on the City's investment policy. Councilwoman Hargroder moved to approve the ordinance on the City's investment policy on the first of two readings. Seconded by Councilwoman Murray. Approved unanimously with five ayes.

16. Consent Agenda for Ordinances - Adopt Ordinances on second and final reading.

- A. Consideration and possible action to adopt an ordinance on second and final reading amending the Personnel Handbook authorizing eligible employees to receive a COVID vaccination benefit equal to sixteen hours of vacation accrual, and to henceforth authorize the City Manager, to the extent authorized by the City Charter, to manage and amend the Personnel Handbook with notification provided to City Council.
- B. Consideration and possible action to adopt an ordinance on second and final reading amending the school zone time throughout Iowa Colony and declaring an emergency allowing the ordinance to become effective immediately.

Councilwoman Murray made a motion to approve the consent agenda for Ordinances including A and B. Seconded by Councilman Kennedy. Approved unanimously with five ayes.

17. Consent Agenda- Consideration and possible action to approve the following consent agenda items. Councilwoman Murray made a motion to accept the consent agenda items as presented. Seconded by Councilman Wilsey. Approved unanimously with five ayes.

- A. Approval of minutes of the following meetings.
 - o August 16, 2021 - Regular Meeting
 - o August 24, 2021- Special Meeting
 - o September 9, 2021- Special Meeting
- B. Approval of the following plats as recommended by the Planning and Zoning Commission.
 - o Meridiana Commercial Reserves No. 2 Final Plat.

- Sterling Lakes North Sterling Lakes Drive Street Dedication Final Plat, one -year extension of final plat approval and construction plan approval.
- C. Approve the following Infrastructure Approvals/Acceptances
 - Sierra Vista Section 5 Water, Sanitary, Drainage, and Paving Facilities: Final Approval of Facilities.
- D. Approve the following early plat releases and return of escrow funds.
 - Sierra Vista West Section 4
 - Sierra Vista West Section 5
- E. Approve an engagement letter with Whitley Penn for auditing services.
- F. Approval of the 2020 annual TIRZ audit report.
- G. Authorize the investment of city funds.
- H. Approve a Resolution adopting the ICMA-RC deferred compensation.

EXECUTIVE SESSION- 7:49 P.M.

Executive Session in accordance with 551.071, 551.072, 551.074, and 551.087 Texas Gov't Code to deliberate on the following:

- Sale of property to MUD 31
- Purchase of property for Davenport Road construction project
- Nominations for the BCAD Board of Directors
- HGAC General Assembly Representative and Alternate
- Economic Development Update
- Commercial or financial information on proposed real estate development
- Consultation with Attorney on limited legal aspects of agreements with MUDs.

RETURN TO OPEN SESSION- 8:49 P.M.

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

19. Consideration and possible action regarding acquisition of property for Davenport Road construction project. No action taken.

20. Consideration and possible action to nominate candidates for the Brazoria County Appraisal District Board of Directors. Councilman Wilsey made a motion to nominate Councilman Wil Kennedy and Councilwoman Arnetta Murray as candidates for the Brazoria County Appraisal District Board of Directors. Seconded by Councilwoman Hargroder. Approved unanimously with five ayes.

21. Consideration and possible action to designate a Representative and Alternate for the 2022 HGAC General Assembly. Councilwoman Murray made a motion to designate Councilwoman Sydney Hargroder as the Representative and Councilman Wil Kennedy as the Alternate for the 2022 HGAC General Assembly. Seconded by Councilman Wilsey. Approved unanimously with five ayes.

22. The meeting was adjourned by a unanimous vote at 9:02 P.M.

APPROVED THIS 18th DAY OF OCTOBER, 2021.

ATTEST:

Kayleen Rosser, City Secretary

Michael Byrum-Bratsen, Mayor

Copy

City of Iowa Colony, Texas
Quarterly Investment Report

Investment <u>Description</u>	<u>Maturity Date</u>	7/01/2021		9/30/2021		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		108,302	2.76	108,304	3
Veritex Community C/D	9/12/2021	0.25%	99,787	62.88	99,850	63
Veritex Community C/D	4/30/2021	0.25%	161,282	100.53	161,383	101
First State Bank -Manvel C/0	10/28/2021	0.30%	152,547	1,912.06	154,459	1,912
Texas Advantage C/0	2/22/2022	0.25%	6,265	3.95	6,269	4

This report is prepared accordance with and complies with the City Investment Policy and the Texas Public Investment Act

City Manager

Senior Accountant

Copy

Wednesday, September 29, 2021

Marina Damian
Advance Surveying, Inc.
10518 Kipp Way, Ste. A-2
Houston, TX 77099

Re: Vega Estates Preliminary Plat
Conditional Letter of Recommendation to Approve
COIC Project No. SFP 210907-1129
Adico, LLC Project No. 16007-2-216

Dear Ms. Damian;

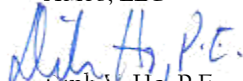
On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Vega Estates preliminary plat package received on or about September 29, 2021. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based upon our review, we have no objections to the preliminary plat as resubmitted on September 29, 2021. This approval is contingent on receiving a Letter of No Objection from Brazoria County Drainage District No. 4.

Please provide ten (10) folded prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday, September 29, 2021 for consideration at the October 5, 2021 Planning and Zoning Commission meeting.

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-216

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, JUAN ANGEL VEGA AND MIGUEL ANGEL VEGA OWNERS HEREINAFTER REFERRED TO AS OWNERS OF THE 5.1756 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF VEGA ESTATES, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAN, SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS, AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS, OR PERMANENT ACCESS EASEMENTS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE ON THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

WITNESS OUR HAND IN THE CITY OF _____, TEXAS, THIS _____ DAY OF _____, 20____.

BY: _____ BY: _____
JUAN ANGEL VEGA MIGUEL ANGEL VEGA

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JUAN ANGEL VEGA AND MIGUEL ANGEL VEGA KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT NAME

MY COMMISSION EXPIRES: _____

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 4 NOTES:

1. ANY GOVERNMENTAL BODY FOR PURPOSES OF DRAINAGE WORK MAY USE DRAINAGE EASEMENTS AND FEE STRIPS PROVIDED THE DISTRICT IS PROPERLY NOTIFIED.
2. PERMANENT STRUCTURES, INCLUDING FENCES AND PERMANENT LANDSCAPING, SHALL NOT BE ERRECTED IN A DRAINAGE EASEMENT, ACCESS EASEMENT, OR FEE STRIP.
3. MAINTENANCE OF DETENTION FACILITIES IS THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. THE DISTRICT WILL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY THE DISTRICT, OR SUB REGIONAL FACILITIES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO THE DISTRICT WITH THE DISTRICT'S APPROVAL. THE DISTRICT IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF FACILITIES OWNED BY THE DISTRICT UNLESS THE DISTRICT SPECIFICALLY CONTRACTS OR AGREES TO MAINTAIN OTHER FACILITIES.
4. CONTRACTOR SHALL NOTIFY THE DISTRICT'S INSPECTOR AT LEAST FORTH-EIGHT (48) HOURS BEFORE BEGINNING WORK AND TWENTY-FOUR (24) HOURS BEFORE PLACING ANY CONCRETE.
5. THE DISTRICT'S PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITY AND DRAINAGE SYSTEM ARE OPERATING PROPERLY.
6. APPROPRIATE COVER FOR THE SIDE SLOPES, BOTTOM, AND MAINTENANCE BERM SHALL BE ESTABLISHED PRIOR TO ACCEPTANCE OF THE CONSTRUCTION BY THE DISTRICT. AT LEAST 95% GERMINATION OF THE GRASS MUST BE ESTABLISHED PRIOR TO ACCEPTANCE OF CONSTRUCTION BY THE DISTRICT.
7. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL THE DETENTION FACILITY HAS BEEN CONSTRUCTED AND APPROVED BY THE DISTRICT.
8. THE DISTRICT'S APPROVAL OF THE FINAL DRAINAGE PLAN (AND FINAL PLAT IF REQUIRED) DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY AND ALL EASEMENTS, FEE STRIPS, AND/OR ANY OTHER RIGHTS-OF-WAY ACROSS THIRD PARTIES' PROPERTIES FOR PURPOSES OF MOVING EXCESS RUNOFF TO THE DISTRICT'S DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLAN AND FINAL PLAT.
9. DRAINAGE EASEMENTS SHALL BE USED ONLY FOR THE PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND RECONSTRUCTING OF A DRAINAGE FACILITY, AND ANY AND ALL RELATED EQUIPMENT AND FACILITIES TOGETHER WITH ANY AND ALL NECESSARY INCIDENTALS AND APPURTENANCES THERETO IN, UPON, OVER, ACROSS, AND THROUGH THE EASEMENT AREA. THE DISTRICT'S SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES SHALL AT ALL PRESENT AND FUTURE TIMES, HAVE THE RIGHT AND PRIVILEGE OF INGRESS AND EGRESS IN, UPON, OVER, ACROSS, AND THROUGH THE EASEMENT AREA.
10. ACCESS EASEMENTS SHALL BE USED FOR INGRESS AND EGRESS TO THE DISTRICT'S DRAINAGE FACILITIES AND SHALL BE KEPT CLEAR OF ANY AND ALL OBSTRUCTIONS.
11. AN AS-BUILT CERTIFICATE AND AS-BUILT SURVEY ARE REQUIRED TO BE SUBMITTED TO THE DISTRICT BEFORE A CERTIFICATE OF COMPLIANCE CAN BE ISSUED. CONTACT THE DISTRICT'S INSPECTOR FOR FURTHER CLARIFICATION.
12. ALL DRAINAGE PLANS AND PLATS SHALL BE IN CONFORMANCE WITH THE DISTRICT'S RULES, REGULATIONS & GUIDELINES. BOARD APPROVAL OF A DRAINAGE PLAN OR PLAT DOES NOT CONSTITUTE PERMISSION TO DEVIATE. DEVIATION FROM THE DISTRICT'S RULES, REGULATIONS & GUIDELINES IS ONLY AUTHORIZED AND ALLOWED BY A SEPARATE REQUEST FOR VARIANCE, WHICH WAS APPROVED BY THE BOARD. ANY BOARD APPROVED VARIANCE SHALL BE REFERENCED ON THE PLAN COVER PAGE AND ON THE APPROPRIATE SHEET WHERE APPLICABLE. THE USE OF THE TERM "GUIDELINES" HEREIN DOES NOT AFFECT THE MANDATORY NATURE OF THESE RULES, REGULATIONS & GUIDELINES.

APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT # 4

DISTRICT SUPERINTENDENT _____ DATE _____

DISTRICT ENGINEER _____ DATE _____

THE ABOVE SIGNATURES ARE VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS FROM DATE HERE SHOWN. THE ABOVE SIGNATURES DO NOT CONSTITUTE AUTHORIZATION FOR ANY CONSTRUCTION.

BCDD 4 I.D. # 21-0000011

LEGAL DESCRIPTION

A TRACT OR PARCEL CONTAINING 5.1756 ACRE OR 225,449 SQUARE FEET OF LAND BEING THE REMAINDER OF TRACT OR LOT 4 OF THE H. T. & B. R.R. CO. SURVEY OF SECTION 69, ABSTRACT NO. 280, BRAZORIA COUNTY, TEXAS BEING THAT SAME 5.176 ACRE TRACT CONVEYED TO JUAN ANGEL VEGA AND MIGUEL ANGEL VEGA FILED FOR RECORD UNDER BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2015017311; SAID 5.1756 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (ALL BEARINGS BASED ON TEXAS SOUTH CENTRAL ZONE NO. 4204 NAD 83)

BEGINNING AT A POINT IN THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF COUNTY ROAD 190 (PLATTED AS COUNTY ROAD 384 (BASED ON A WIDTH OF 40 FEET AS SHOWN ON THE PLAT OF BRAEBEND ESTATES ADDITION RECORDED IN VOLUME (VOL.) 7, PAGES (PGS.) 23 & 24 OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.) MARKING THE NORTHEAST CORNER OF LOT 52 OF SAID BRAEBEND ESTATES ADDITION, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS NORTH 73 DEGREES 30 MINUTES EAST, 0.81 FEET, SAME BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 70 DEGREES 32 MINUTES 28 SECONDS EAST, ALONG THE SOUTH R.O.W. LINE OF SAID COUNTY ROAD 190, A DISTANCE OF 1138.98 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF A CALLED 8.898 ACRE TRACT BEING OUT OF AND A PART OF LOT 4 CONVEYED TO H.L. & P. CO. FILED FOR RECORD IN VOL. 969, PG. 525, B.C.D.R., SAME BEING THE EAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEGREES 20 MINUTES 16 SECONDS WEST, DEPARTING THE SOUTH LINE OF COUNTY ROAD 190 WITH THE NORTH LINE OF SAID CALLED 8.898 ACRE TRACT, A DISTANCE OF 1051.29 TO A 1 INCH IRON ROD FOUND IN THE EAST LINE OF LOT 47, IN BLOCK 18 OF AFORESAID BRAEBEND ESTATES ADDITION, FOR THE NORTHWEST CORNER OF SAID CALLED 8.898 ACRE, SAME BEING THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT.

THENCE, NORTH 03 DEGREES 10 MINUTES 35 SECONDS WEST, WITH THE EAST LINE OF SAID LOTS 47, 48, 49, 50, 51 AND AFORESAID LOT 52 IN BLOCK 18 OF BRAEBEND ESTATES ADDITION, A DISTANCE OF 428.92 FEET TO THE POINT OF BEGINNING AND CONTAINING WITHIN THESE METES AND BOUNDS 5.1756 ACRES OR 225,449 SQUARE FEET OF LAND.

I, HENRY M. SANTOS, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT, EXCEPT AS SHOWN ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER OBJECTS OF A PERMANENT NATURE) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

HENRY M. SANTOS
TEXAS REGISTRATION NO. 5450



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.

GENERAL NOTES:

1. BEARINGS ARE BASED FROM TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 CORRS ADJUSTMENT BASED FROM REDUNDANT RTK GPS OBSERVATIONS. DISTANCES HEREON ARE SURFACE DATUM, TO CONVERT TO GRID MULTIPLY BY A COMBED PROJECT ADJUSTMENT FACTOR OF 0.9998642184.
2. BENCHMARK: BRAZORIA DRAINAGE DISTRICT NO. 4 BENCHMARK NO. CR58-1 IS A BRASS DISK STAMPED "CR58-1" SET ON CONCRETE HEADWALL AT THE INTERSECTION OF OUTFALL "A" AND THE NORTH SIDE OF COUNTY ROAD 58, IN KEYMAP 652G NEAR CR58 WEST DETENTION WITH A GRID NORTHING: 13,751,214.47; GRID EASTING: 3,109,088.22 AND AN ELEVATION OF 59.14 NAVD 88, 2001 ADJUSTMENT.
3. PROJECT BENCHMARK: TBM IS A CUT BOX ON TOP OF CURB ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 190 LOCATED 189.5 FEET A NORTHEASTERLY DIRECTION FROM THE NORTH CORNER OF SUBJECT TRACT WITH AN ELEVATION OF 58.48.
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48039C 0105H AND 48039C 0110K, BOTH WITH THE EFFECTIVE DATE OF DECEMBER 30, 2020, THE PROPERTY IS LOCATED IN UNSHADED ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN AND THE PLATTED ACREAGE IS ENTIRELY OUTSIDE OF THE FLOODPLAIN.
5. THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS OF THE CITY OF IOWA COLONY STATE OF TEXAS, BRAZORIA COUNTY. THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY INTEGRITY TITLE COMPANY, JOB NO. 2136389A EFFECTIVE DATE AUGUST 3, 2021.
6. THIS TRACT OF LAND LIES WITHIN THE CITY OF IOWA COLONY AND IS SUBJECT TO ITS CODE OF ORDINANCES.
7. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE SET 2 FEET ABOVE THE MINIMUM SLAB ELEVATIONS DEFINED.
8. THE DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PAINTINGS AND OTHER OBSTRUCTION FOR THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
9. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
10. ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY DRAINAGE DISTRICT NO. 4.
11. THIS SUBDIVISION EMPLOYS A DRAINAGE SYSTEM, WHICH UTILIZES STREETS AND ADJACENT PROPERTIES WITHIN PLAT BOUNDARY TO STORE AND CONVEY STORM WATER. THUS, DURING STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR IN THE SUBDIVISION.
12. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
13. THE PROPERTY SUBDIVDED IN THE FOREGOING PLAT LIES WITHIN BRAZORIA COUNTY DRAINAGE DISTRICT NO. 4.
14. ALL EASEMENTS SHOWN HEREON THIS PLAT ARE CENTERED ON LOT LINES UNLESS OTHERWISE SHOWN.
15. OTHER THAN WHAT IS SHOWN HEREON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
16. ALL BUILDING LINES ALONG STREET RIGHT-OF-WAY ARE SHOWN HEREON.
17. SIDEWALK MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.
18. A MINIMUM OF 5 FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG STREETS AND SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
19. SIDEWALKS MUST BE CONSTRUCTED AS A PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT, IF SIDEWALKS ARE REQUIRED.
20. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
21. 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.
22. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL CENTERPOINT ENERGY AND THE CITY OF IOWA COLONY UTILITY EASEMENTS MUST BE UNOBSTRUCTED BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTION MAY BE REMOVED BY THE UTILITY AT THE PROPERTY OWNER'S EXPENSE.
23. THIS SUBDIVISION WILL UTILIZED PRIVATE WATER WELL AND SEPTIC SYSTEM.
24. EACH LOT IN THIS SUBDIVISION SHALL BE USED FOR SINGLE FAMILY RESIDENCE PURPOSES ONLY.
25. DETENTION WILL BE REVIEWED/PROVIDED FOR EACH INDIVIDUAL RESIDENTIAL LOT AT TIME OF PERMITTING.

CERTIFICATE OF PLANNING COMMISSION

THIS IS TO CERTIFY THAT THE CITY PLANNING COMMISSION OF THE CITY OF IOWA COLONY, TEXAS THIS THE _____ DAY OF _____, 20____ HAS APPROVED THIS PLAT AND SUBDIVISION OF VEGA ESTATES AS SHOWN HEREON.

DAVID HURST, CHAIRMAN _____ VINCE PATTERSON, MEMBER _____

MELANIE HAMPTON, MEMBER _____ TIMOTHY VARLACK, MEMBER _____

STEVEN BYRUM-BRATSEN, MEMBER _____ MCLEAN BARNETT, MEMBER _____

LES HOSEY, MEMBER _____

APPROVED BY CITY ENGINEER

DINH V. HO, P.E.

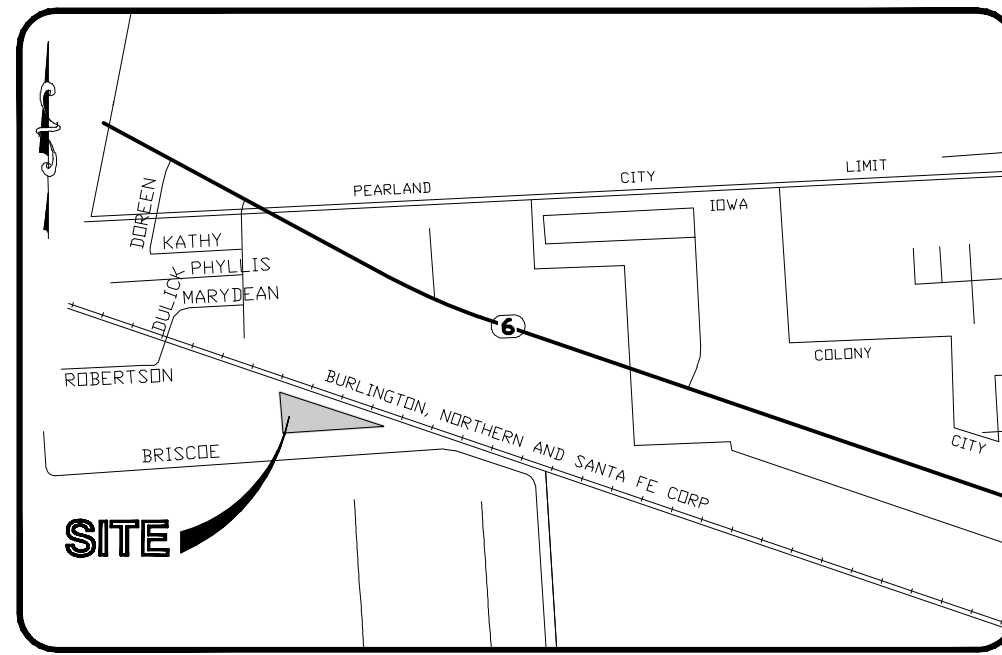
CERTIFICATE OF CITY COUNCIL

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS THIS THE _____ DAY OF _____, 20____ HAS APPROVED THIS PLAT AND SUBDIVISION OF VEGA ESTATE AS SHOWN HEREON.

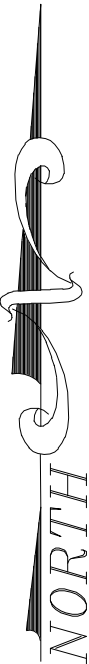
MICHAEL BYRUM-BRATSEN, MAYOR _____ SYDNEY HARGRODER, POSITION 1 _____

ARNETTA HICKS-MURRAY, POSITION 2 _____ MARQUETTE GREENE-YOUNG, POSITION 3 _____

WIL KENNEDY, POSITION 4 _____ CHAD WILSEY, POSITION 5/MAYOR PRO-TEM _____

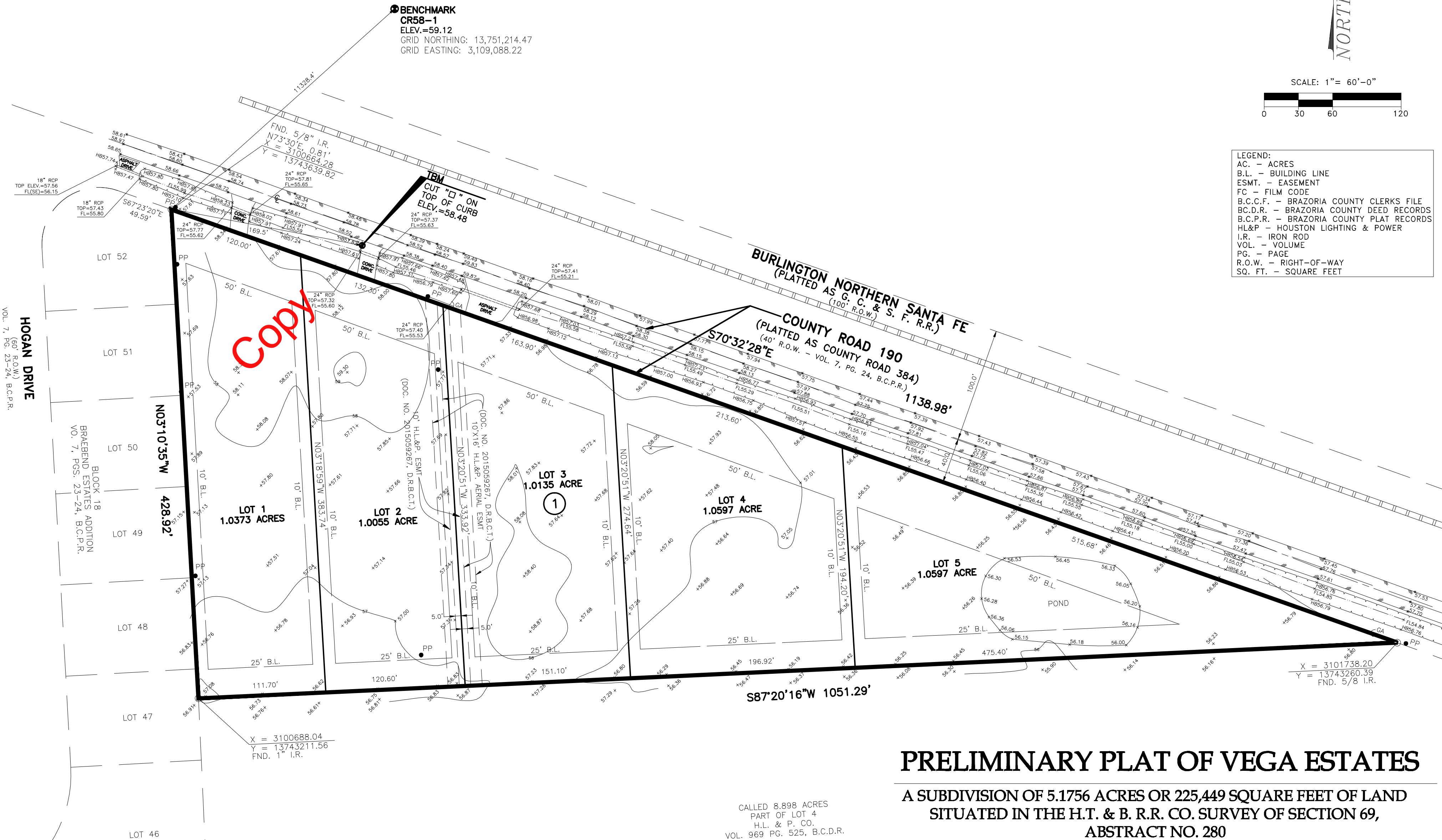


VICINITY MAP SCALE: 1"= 2000'



SCALE: 1"= 60'-0"

LEGEND:
AC. - ACRES
B.L. - BUILDING LINE
ESMT. - EASEMENT
FC - FILM CODE
B.C.C.F. - BRAZORIA COUNTY CLERK'S FILE
B.C.D.R. - BRAZORIA COUNTY DEED RECORDS
B.C.P.R. - BRAZORIA COUNTY PLAT RECORDS
HL&P - HOUSTON LIGHTING & POWER
I.R. - IRON ROD
PG. - PAGE
R.O.W. - RIGHT-OF-WAY
SQ. FT. - SQUARE FEET



PRELIMINARY PLAT OF VEGA ESTATES

A SUBDIVISION OF 5.1756 ACRES OR 225,449 SQUARE FEET OF LAND
SITUATED IN THE H.T. & B. R.R. CO. SURVEY OF SECTION 69,
ABSTRACT NO. 280
BRAZORIA COUNTY, TEXAS;

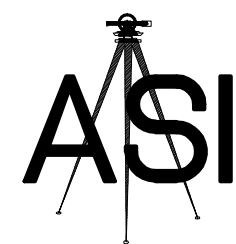
FIVE (5) LOTS AND ONE (1) BLOCK

SCALE: 1"= 60' DATE: SEPTEMBER 28, 2021

OWNER:

JUAN ANGEL VEGA AND
MIGUEL ANGEL VEGA
13419 LAKEVIEW MEADOW DRIVE
RICHMOND, TEXAS 77469
TEL NO. 832-818-3294

PREPARED BY:



ADVANCE SURVEYING, INC.
10518 KIPP WAY SUITE A-2 HOUSTON, TEXAS 77099
PHONE: 281 580-2939 FAX: 281 530-5464 EMAIL: advance_survey@asi23.com
www.advanceurveyingtx.com
FIRM NO. 10098200

Monday, October 11, 2021

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

**Re: Water Plant No. 1 Booster Pump Addition
Brazoria County Municipal Utility District No. 55
Recommendation for Approval into One Year Maintenance Period
City of Iowa Colony Project No. CSW 210416-0528
Adico, LLC Project No. 16007-4-350**

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Brazoria County MUD 55 Water Plant No. 1 Booster Pump Addition facilities. The final inspection was held July 7, 2021, and all punch list items have been completed.

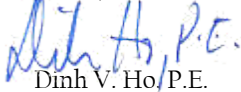
Based on our review of the closeout documents provided, Adico, LLC recommends approval of the BCMUD 55 Water Plant No. 1 Booster Pump Addition facilities into the One-Year Maintenance Period. The maintenance period shall be effective October 18, 2021, if approved by City Council.

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
Robert Hemminger
File: 16007-4-343

Engineers Certificate of Completion

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:

Brazoria County Municipal Utility District No. 55

Owner of property, if other than District:

GR-M1, Ltd.

Kind of project, contract identification:

Water Plant No. 1 Booster Pump Addition

Name of contractor:

Gemini Contracting Services, Inc.

Name of consulting engineer:

Edminster, Hinshaw, Russ & Associates, Inc.

Address of consulting engineer:

10011 Meadowglen Lane, Houston, Texas 77042

I certify this project was at least 100% complete on July 7, 2021; that the project was under continual observation; that all observation of the work was performed by or under the supervision of Brook Pope, P.E., a Licensed Professional Engineer; that to the best of my knowledge the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.

Signed and Sealed,

Brook Pope, P.E.
Registration No. 126578



BRAZORIA COUNTY
MUNICIPAL UTILITY DISTRICT NO. 55

MAINTENANCE BOND

Bond No. HSHNSU0790911 MAINTENANCE BOND

STATE OF TEXAS

Contract Date _____

COUNTY OF BRAZORIA

Date Bond Executed _____

PRINCIPAL Gemini Contracting Services, Inc.

SURETY Harco National Insurance Company

OWNER Brazoria County Municipal Utility District No. 55

PENAL SUM OF BOND (in words and figures) One Hundred Eighteen Thousand and Zero Cents (\$18,000.00), being 100 percent of the Contract Price.

CONTRACT for Water Plant No. 1 Booster Pump Addition for Brazoria County Municipal Utility District No. 55, Brazoria County, Texas (the "Contract").

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

WHEREAS, Principal entered into that certain Contract with Owner, dated the same date as this bond, which Contract is expressly incorporated herein for all purposes.

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

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

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

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

Gemini Contracting Services, Inc.
PRINCIPAL

By _____

Name Jim VanSchuyver

Title President

Address P.O. Box 96408

Houston, Texas 77213

Phone: _____

ATTEST

By _____

Name ~~Jim VanSchuyver~~ Sandra Mendez

Title Secretary

(SEAL)



Harco National Insurance Company
SURETY

By _____

Name Rebecca Garza

Title Attorney-In-Fact

ATTEST

By _____

Name Jillian O'Neal

Title Account Manager

(SEAL)

Physical Address:

28420 Hardy Toll Road, Suite 200

Spring, TX 77373

Mailing Address:

28420 Hardy Toll Road, Suite 200

Spring, TX 77373

Telephone: [REDACTED]

Local Recording Agent Personal Identification Number:

2077686

Surety must attach its original Power of Attorney to this bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Sandra Mendez, certify that I am the secretary of the corporation named
as Principal in the Bond; that Jim VanSchuyver, who signed the bond on behalf
of Principal, was then President of the corporation; that I know his
or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on
behalf of the corporation by authority of its governing body.

Sandra Mendez *Sandra Mendez* (Corporate Seal)



ATTACH POWER OF ATTORNEY

Copy

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # HSHNSU0790911

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

EDWARD ARENS, PHILIP BAKER, JILLIAN O'NEAL, ERICA ANNE COX, REBECCA GARZA, MICHELE BONNIN

The Woodlands, TX

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Kenneth Chapman
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.

Shirelle A. Outley

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Irene Martins

Irene Martins, Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Harco National Insurance Company at:

1-800-333-4167

You may also write to: Harco National Insurance Company c/o IFIC Surety Group at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

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

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Harco National Insurance Company al:

1-800-333-4167

Usted tambien puede escribir a Harco National Insurance Company c/o IFIC Surety Group at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

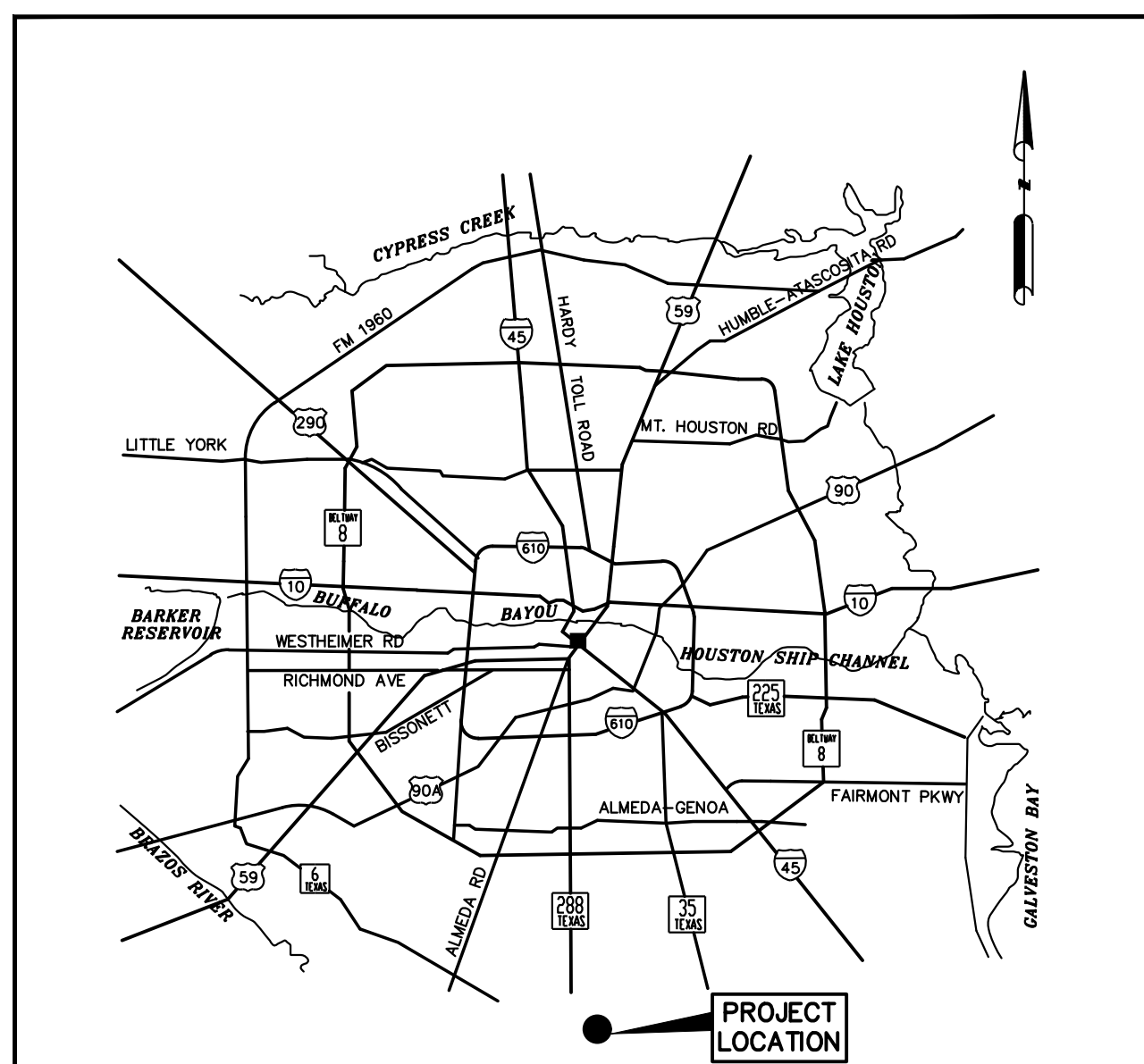
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:

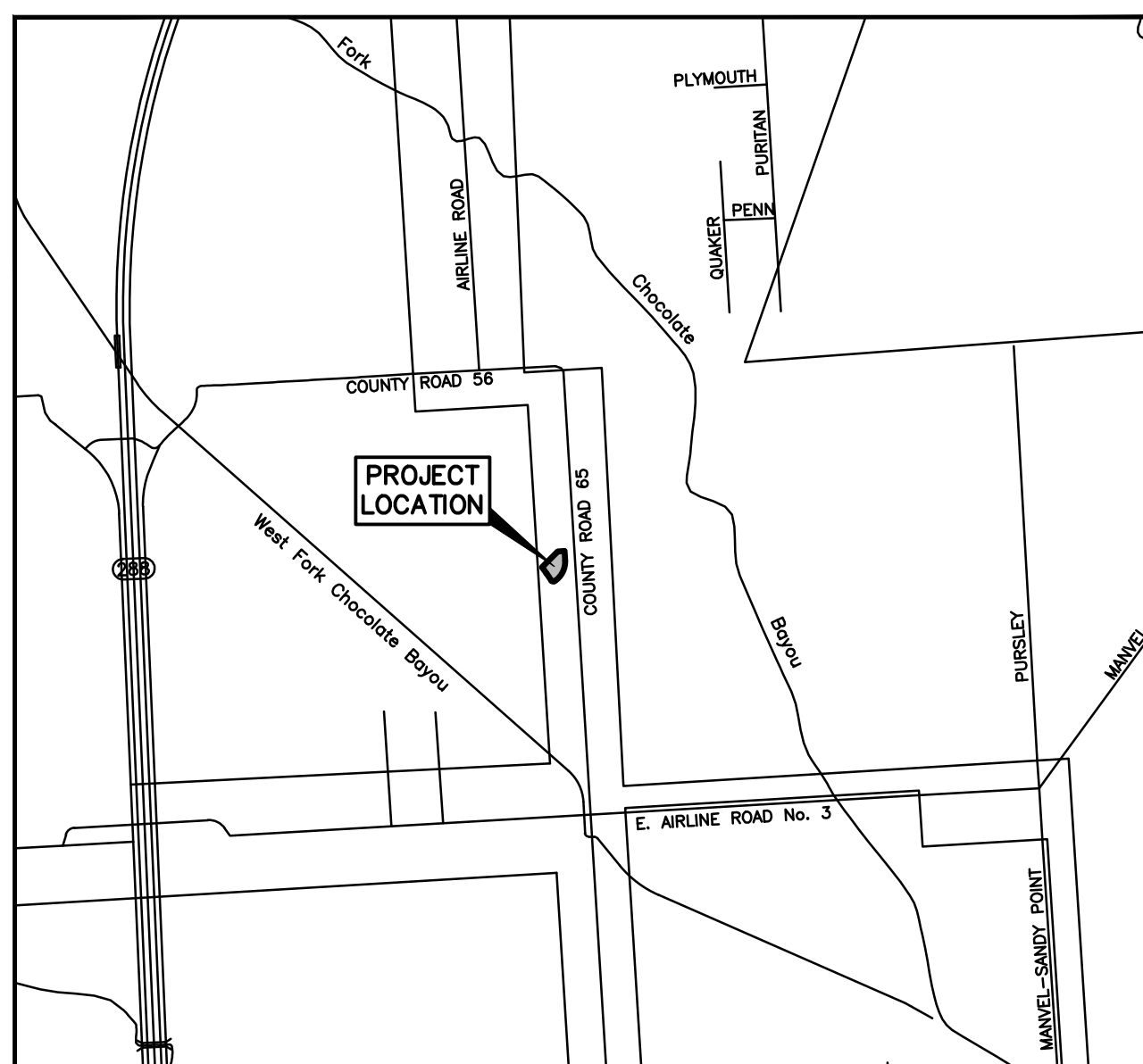
Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55 WATER PLANT NO. 1 BOOSTER PUMP ADDITION

IOWA COLONY, TEXAS

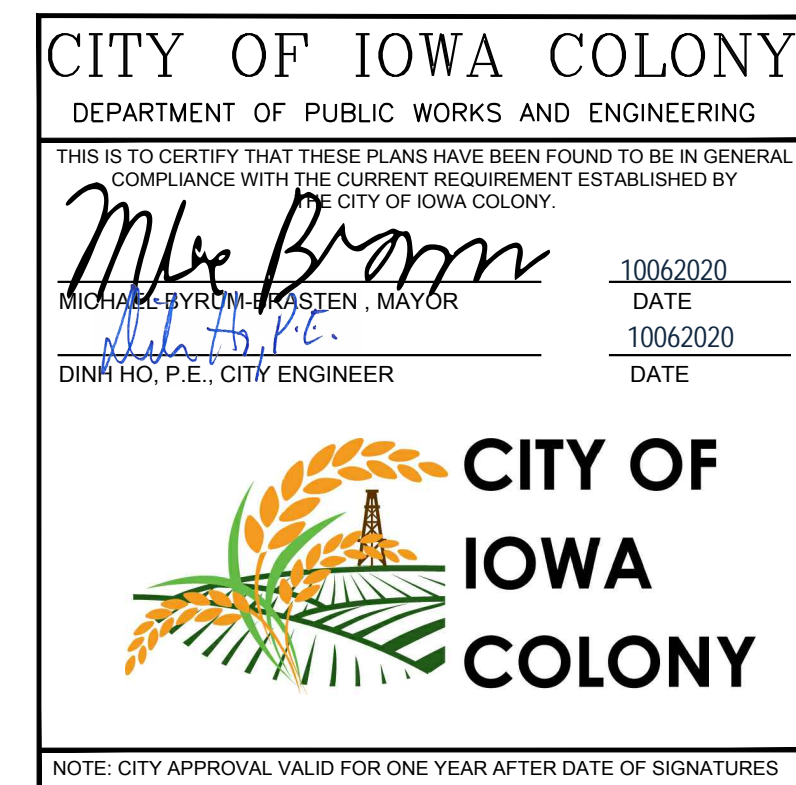
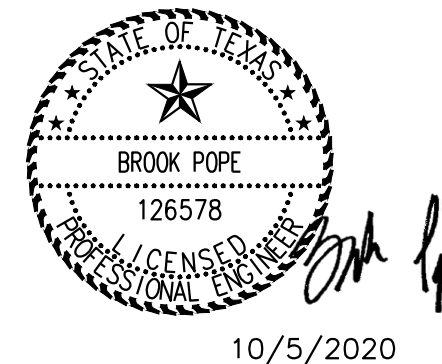


LOCATION MAP
N.T.S.



VICINITY MAP
SCALE: 1"=2000'
BRAZORIA KEY MAP NO. 692 L

INDEX TO DRAWINGS	
SHEET NO.	DESCRIPTION
GENERAL:	
1	COVER SHEET
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3	SERVICE AREA MAP
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5	CONTROL BUILDING LAYOUT AND DETAILS
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8	E2 ELECTRICAL FLOOR PLAN
9	E3 ELECTRICAL ONE LINE DIAGRAM
10	E4 CONTROL REFERENCE (A)
11	E5 CONTROL REFERENCE (B)



NOTE:
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY c/o
Adico, LLC (Dinh V. Ho, P.E. @ 832-895-1093 OR
inspections@adico-llc.com) 48 HOURS BEFORE
COMMENCING WORK.

Monday, October 11, 2021

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

**Re: Wastewater Treatment Plant Expansion to 0.48 MGD
Brazoria County Municipal Utility District No. 55
Recommendation for Approval into One Year Maintenance Period
City of Iowa Colony Project No. CSW 200714-0764
Adico, LLC Project No. 16007-4-306**

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Brazoria County MUD 55 Wastewater Treatment Plant Expansion to 0.48 MGD facilities. The final inspection was held September 15, 2021, and all punch list items completed on or about October 8, 2021.

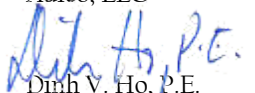
Based on our review of the closeout documents provided, Adico, LLC recommends approval of the BCMUD 55 Wastewater Treatment Plan Expansion to 0.48 MGD into the One-Year Maintenance Period. The maintenance period shall be effective October 18, 2021, if approved by City Council.

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
Robert Hemminger
File: 16007-4-343

Engineers Certificate of Completion

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:

Brazoria County Municipal Utility District No. 55

Owner of property, if other than District:

GR-M1, Ltd.

Kind of project, contract identification:

Wastewater Treatment Plant Expansion to 0.48 MGD - Construction

Name of contractor:

Lindsey Construction

Name of consulting engineer:

Edminster, Hinshaw, Russ & Associates, Inc.

Address of consulting engineer:

10011 Meadowglen Lane, Houston, Texas 77042

I certify this project was at least 95% complete on October 6, 2021; that the project was under continual observation; that all observation of the work was performed by or under the supervision of Brook Pope, P.E., a Licensed Professional Engineer; that to the best of my knowledge the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.

Signed and Sealed,

Brook Pope, P.E.
Registration No. 126578



10/6/2021

MAINTENANCE BOND

PRF9335149

STATE OF TEXAS

Contract Date _____

COUNTY OF BRAZORIA

Date Bond Executed _____

PRINCIPAL Lindsey Construction, Inc.

SURETY Colonial American Casualty and Surety Company

OWNER Brazoria County Municipal Utility District No. 55

PENAL SUM OF BOND (in words and figures) One Million, Nine Hundred Eighty-Three Thousand, Seven Hundred One Dollars and Zero Cents (\$1,983,701.00), being 100 percent of the Contract Price.

CONTRACT for Wastewater Treatment Plant Expansion to 0.48 MGD – Construction for Brazoria County Municipal Utility District No. 55, Brazoria County, Texas (the "Contract").

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

WHEREAS, Principal entered into that certain Contract with Owner, dated the same date as this bond, which Contract is expressly incorporated herein for all purposes.

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

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

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

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

Lindsey Construction, Inc.

PRINCIPAL

By _____

Name Curtis Lindsey

Title President

Address P.O. Box 73169

Houston, Texas 77273

281-924-7860

ATTEST

By _____

Name STEVEN SHERWOOD

Title VICE-PRESIDENT

(SEAL)

Colonial American Casualty and Surety Company ATTEST

SURETY

By _____

Name John William Newby

Title Attorney in Fact

By _____

Name Sandra Roney

Title Agency Representative

(SEAL)

Physical Address:

1299 Zurich Way, 5th Floor

Schaumburg, IL 60196

Mailing Address:

15303 Dallas Parkway, Suite 800

Addison, TX 75001

Telephone: [REDACTED]


Local Recording Agent Personal Identification Number:

John William Newby, TX license no. 1128561

Surety must attach its original Power of Attorney to this bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Steven Sherwood, certify that I am the secretary of the corporation named as Principal in the Bond; that Curtis Lindsey, who signed the bond on behalf of Principal, was then President of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.



(Corporate Seal)

Revised June, 2012

ATTACH POWER OF ATTORNEY

Copy

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John William NEWBY, Troy Russell KEY, Debra Lee MOON, Andrea Rose CRAWFORD, Sandra Lee RONEY, Linda Michelle STALDER, Suzanne Elizabeth NIEDZWIEDZ, Sherie Michelle GREENOUGH, Cheri Lynn IRBY and Joshua D. TRITT, all of Addison, Texas**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of March, A.D. 2020.



By: **Robert D. Murray**
Vice President

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 5th day of March, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By- Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

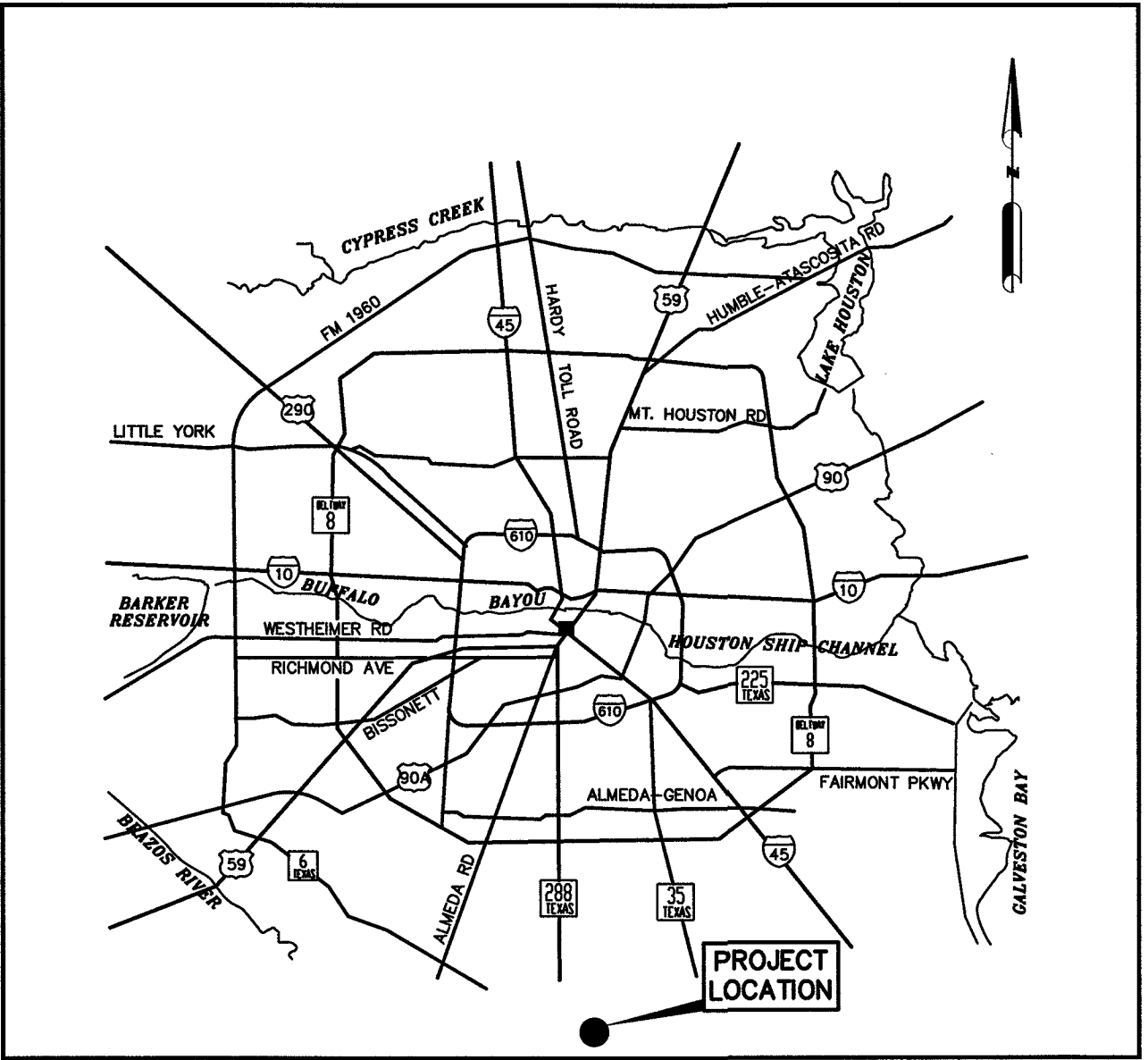
Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

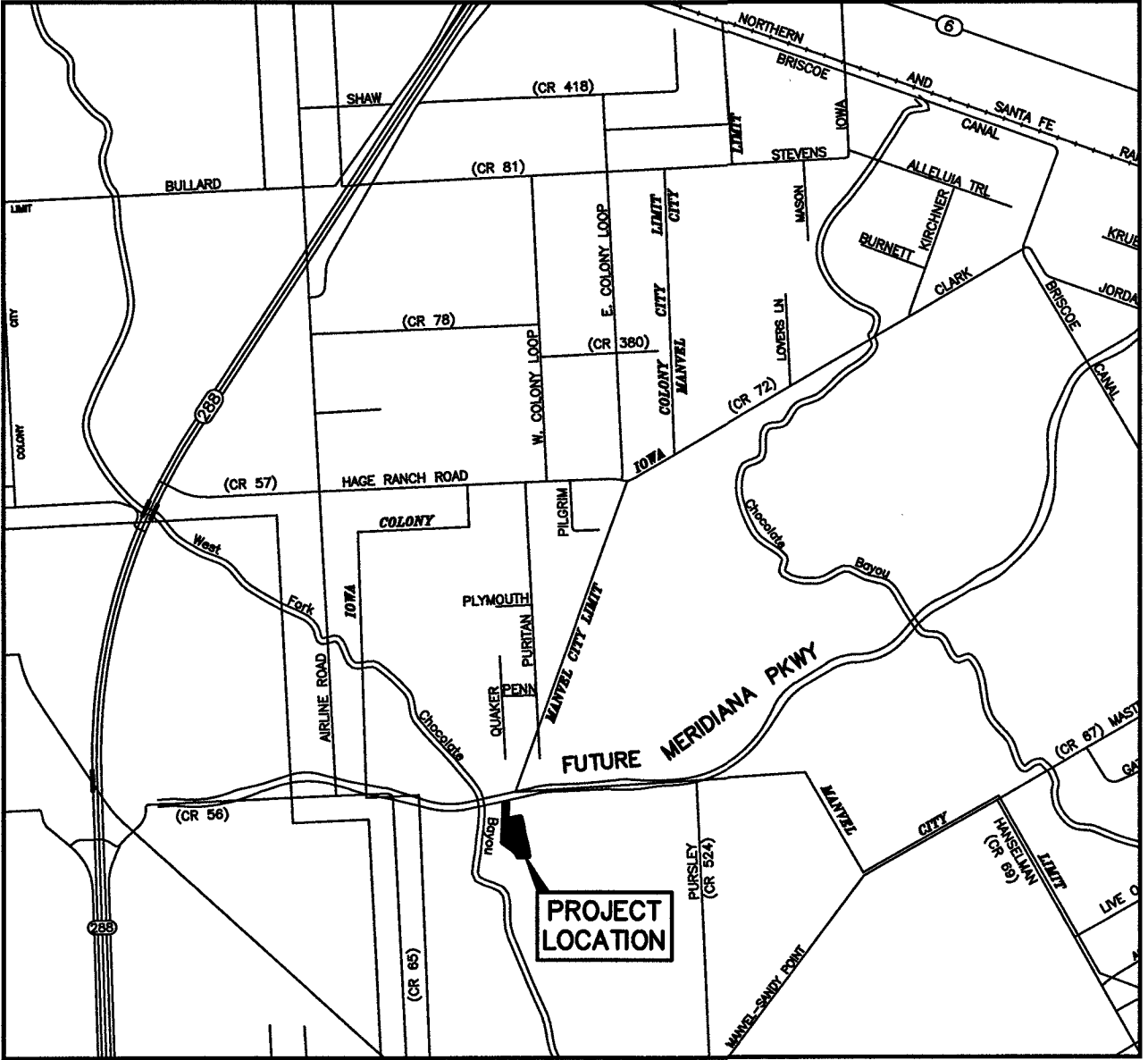
BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 55
**WASTEWATER TREATMENT PLANT
EXPANSION TO 0.48 MGD**
BRAZORIA COUNTY, TEXAS

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LOCATION MAP



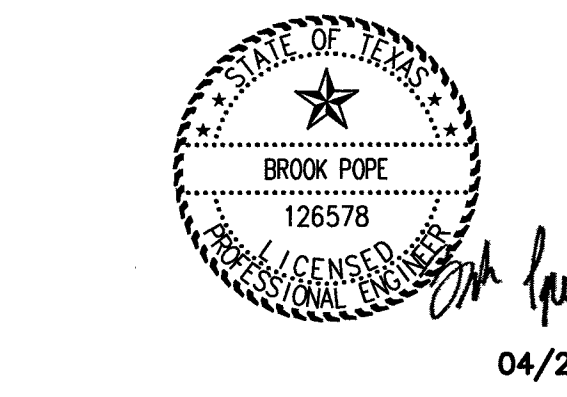
VICINITY MAP
SCALE: 1"=3000'

BRAZORIA KEY MAP NO. 692 L

CALL BEFORE YOU DIG!
TEXAS ONE CALL PARTICIPANTS REQUEST
48 HOURS NOTICE BEFORE YOU DIG, DRILL,
OR BLAST - STOP CALL
Texas One Call System
1-800-245-4545

EHRA
ENGINEERING THE FUTURE
SINCE 1936
10011 Meadowglen Lane
Houston, Texas 77042
EHRAinc.com | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300

MARCH 2020



04/20/2020

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL
COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY
THE CITY OF IOWA COLONY.
Michael Byrum-Bratsen 06082020
MICHAEL BYRUM-BRATSEN, MAYOR DATE
Dinh V. Ho 06082020
DINH V. HO, CITY ENGINEER DATE
CITY OF IOWA COLONY
NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

NOTE:
CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O
ADICO, LLC (DINH V. HO, P.E. ☎ 832-895-1093 OR
INSPECTIONS@ADICO-LLC.COM) 48 HOURS BEFORE
COMMENCING WORK.

CIOC PROJECT NO. EPR2-200116-0100
ADICO, LLC PROJECT NO. 16007-3-222

P-3826

WASTEWATER TREATMENT PLANT EXPANSION TO 0.48 MGD P-3826

Monday, October 11, 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. 4, Oct. 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. 4 from Land Tejas Sierra Vista West, LLC, the disbursement of funds for Sierra Vista West Section 4 Early Plat Recordation Release Agreement.

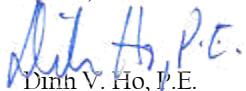
Elevation Land Solutions has provided copies of the approved pay estimates and supporting documents for our review. Below is a brief overview.

ESCROW AMOUNT:					\$	2,263,080.21
CONTINGENCY @ 10%					\$	226,308.02
TOTAL ESCROW AND CONTINGENCY DEPOSIT					\$	2,489,388.23
	Date of Request	Request Subtotal	10% Contingency	Change Orders	Total Disbursement	Remaining Escrow
Draw Request No. 1	Jul-21	\$ 1,055,947.04	\$ 105,594.70		\$ 1,161,541.74	\$ 1,327,846.49
Draw Request No. 2	Aug-21	\$ 737,135.10	\$ 73,713.51		\$ 810,848.61	\$ 516,997.88
Draw Request No. 3	Sep-21	\$ 301,172.07	\$ 30,117.21		\$ 331,289.28	\$ 185,708.60
Draw Request No. 4	Oct-21	\$ 48,640.34	\$ 4,864.03		\$ 53,504.34	\$ 132,204.26
TOTALS		\$ 2,142,894.32	\$ 214,289.45	\$ -	\$ 2,357,183.97	\$ 132,204.26

Based on our review of the documentation provided, Adico, LLC has no objections to Disbursement No. 4 to Land Tejas in the amount of **\$53,504.34**. After Disbursement No. 4, the remaining cash deposit balance is \$132,204.26.

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

Sincerely,
Adico, LLC


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

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



MELANIE OHL
CHIEF FINANCIAL OFFICER

September 30, 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 #4-October

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):

ClearPave	\$ 48,640.31	Section 4 Paving
October Contingency Refund	<u>\$ 4,864.03</u>	
Total	\$ 53,504.34	

Please review the enclosed and if in agreement, recommend the City reimburse to Land Tejas Sierra Vista West, LLC the amount of \$53,504.34 of our escrowed funds. Wiring instructions are attached for your convenience.

Sincerely,


Melanie Ohl
Chief Financial Officer

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ESCROW SUMMARY FOR ALL PROJECTS SERVING
SIERRA VISTA WEST SECTION 4
September 30, 2021

ORIGINAL ESCROW SUMMARY															
Construction Contract	Contractor	Contract Amount (A)	Change Orders (B)	Revised Contract Amount (A + B)	Escrowed Amount	10% Contingency	Total Escrow	Total Refund to Date	October Draw Request	October Contingency Refund	October Refund	Remaining Escrow Balance	Deduction of Change Order Not Escrowed	October Refund (Net of Required Cash Deposit For CO)	Remaining Escrow Balance
1. Section 4 WSD	Clearwater Utilities	2,527,119.30	\$ 58,600.00	\$ 2,585,719.30	\$ 351,313.32	\$ 35,131.33	\$ 386,444.65	\$ (254,240.39)		\$ -	\$ -	\$ 132,204.26		\$ -	\$ 132,204.26
1. Section 4 Paving	ClearPave	2,333,046.00	\$ 98,969.49	\$ 2,432,015.49	\$ 1,911,766.89	\$ 191,176.69	\$ 2,102,943.58	\$ (2,049,439.24)	\$ (96,240.31)	\$ (9,624.03)	\$ (105,864.34)	\$ (52,360.00)	\$ 52,360.00	\$ (53,504.34)	\$ (0.00)
					\$ 2,263,080.21	\$ 226,308.02	\$ 2,489,388.23	\$ (2,303,679.63)	\$ (96,240.31)	\$ (9,624.03)	\$ (105,864.34)	\$ 79,844.26	\$ 52,360.00	\$ (53,504.34)	\$ 132,204.26
								\$ 185,708.60							

Copy

Monday, October 11, 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 Early Plat
Brazoria County Municipal Utility District No. 53
Letter of Recommendation to Approve Disbursement Request No. 3, Oct 2021
Adico Project No. 21001-07

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed Disbursement Request No. 3 from Meritage Homes for Sierra Vista West Section 5 Early Plat Recordation Release Agreement.

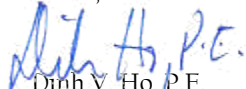
Elevation Land Solutions has provided copies of the approved pay estimates and supporting documents for our review. Below is a brief overview.

ESCROW AMOUNT:					\$	1,966,567.67
CONTINGENCY @ 10%					\$	196,656.77
TOTAL ESCROW AND CONTINGENCY DEPOSIT					\$	2,163,224.44
	Date of Request	Request Subtotal	10% Contingency	Change Orders	Total Disbursement	Remaining Escrow
Disbursement Request No. 1	Aug-21	\$ 1,044,057.80	\$ 104,405.78	\$ (8,800.00)	\$ 1,139,663.58	\$ 1,023,560.86
Disbursement Request No. 2	Sep-21	\$ 482,664.47	\$ 48,266.45	\$ -	\$ 530,930.92	\$ 492,629.94
Disbursement Request No. 3	Oct-21	\$ 146,606.14	\$ 14,660.61		\$ 161,266.75	\$ 331,363.19
TOTALS		\$ 1,673,328.84	\$ 167,332.84	\$ (8,800.00)	\$ 1,831,861.25	\$ 331,363.19

Based on our review of the documentation provided, Adico has no objections to Disbursement No. 3 to Meritage Homes in the amount of \$161,266.75. After Disbursement No. 3, the remaining balance of the cash deposit is \$331,363.19.

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

Sincerely,
Adico, LLC


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

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

CITY OF IOWA COLONY
CALENDAR FOR ANNEXATION OF
GOVERNMENT SITES
(Bel Sanchez Elementary School,
ESD No. 3 Public Safety Site, and
City of Iowa Colony Public Safety Site)
Revised October 13, 2021

Note: This annexation is under Texas Local Government Code subchapter 43, C-3 and requires only one public hearing, which is at the same meeting as the annexation ordinance. (Tex. Loc. Gov't Code sec. 43.0671 and 43.0673.)

Note: The mandatory offer of a non-annexation development agreement with statutory disclosures is not required for this annexation, because the property is not taxed agriculturally. (Tex. Loc. Gov't Code sec. 43.004, 43.016, and 212.172.)

- | | |
|----------------------------|---|
| Done | RH. Obtain written requests by landowners for annexation. (Tex. Loc. Gov't Code sec. 43.0671.) |
| Fri., Oct. 15, 2021 | KR. Deadline to post notice of Council meeting (at least 72 hours before meeting). |
| Mon., Oct. 18, 2021 | City Council meeting to: <ol style="list-style-type: none">1. Direct City staff to begin procedures for annexation; and2. Set date and time for public hearing and meeting, and authorize City Manager to reschedule those if necessary.3. Approve actions already taken by staff toward this annexation. |
| ASAP | City staff begins: <ol style="list-style-type: none">1. LB. Prepare municipal service agreement, not just a plan, for presentation to each landowner. Tex. Gov't Code sec. 43.0672. Contents per sec. 43.0672, and although sec. 43.065(b) and 43.056(b – o) are not binding in a subchapter C-3 consent annexation, see them also re contents.2. RH. Present the municipal service agreements to the landowners, and arrange for each landowner to approve the applicable agreement with proper procedures before the annexation ordinance is passed.3. DH. Digital map of annexation area and expansion of etj, if any, for completion before passage of annexation ordinance. A consent annexation under subchapter 43, C-3 requires only a map of the city limits and etj, but it is |

still advisable to do a digital format as described in Tex. Loc. Gov't Code sec. 43.065. Post on website.

- Wed., Dec. 1, 2021 **LB.** Noon deadline to send notice of public hearing to the Alvin Sun for publication on a Sunday between twenty and eleven days before the public hearing.
- Thurs., Dec. 2, 2021 **RH.** Confirm receipt of approved, signed municipal service agreement from each landowner. This must be received before passage of the annexation ordinance.
- Fri., Dec. 3, 2021 **KR.** Post metes and bounds description and map of annexation area on website, because on Sunday, the published Notice of Public Hearing will say they are there. Go ahead and post the Notice of Public Hearing on the website, too, even though it is not yet legally required.
- Sun., Dec. 5, 2021 **LB.** Deadline to publish notice of public hearing in the Alvin Sun (twenty to eleven days before the public hearing, and the Alvin Sun publishes only on Sundays). Tex. Loc. Gov't Code sec. 43.0673.
- Thur., Dec. 9, 2021 1. **LB.** Last day to mail notice of intent to annex and impact of annexation to school district by *first class mail* per Tex. Loc. Gov't Code sec. 43.905 (twenty to eleven days before the public hearing).
2. **LB.** Last day to send notice of the proposed annexation by first class mail to all "public entities" as defined in Tex. Loc. Gov't Code sec. 43.9051(a), also including "special districts" as defined in Tex. Loc. Gov't Code sec. 43.062(b)(2)(B), even for a C-3 consent annexation. (twenty to eleven days before the *first* public hearing. Tex. Loc. Gov't Code sec. 43.9051(b), 43.0673) Contents per 43.9051. The definition of "public entities" under sec. 43.9051(a) for this notice is different than the list of "public entities" under sec. 43.062 for the first notice under sec. 43.062(b) in other types of annexations.
3. **KR.** Last day to post notice of public hearing *on City's website* (twenty to eleven days before public hearing). Tex. Loc. Gov't Code sec. 43.0673(d).
- Fri. Dec. 17, 2021 **KR.** Last day to post 72-hour notice of public hearing and City Council meeting.
- Mon., Dec. 20, 2021**
7:00 p.m. **City Council meeting to:**
1. Hold public hearing on annexation;
 2. Approve the Municipal Service Agreement before the annexation ordinance.

3. Pass the annexation ordinance, while the public hearing is still open, unlike the usual practice. Tex. Loc. Gov't Code sec. 43.0673(c). One reading is sufficient, due to the public hearing. Charter sec. 3.10. Do not encircle an area, unless Council finds doing so is in the public interest. Tex. Loc. Gov't Code sec. 43.057, 43.062. Attach the Municipal Service Agreement to the annexation ordinance, even though that is not mandatory in a C-3 annexation, as it would be in other types of annexations under Tex. Loc. Gov't Code sec. 43.056(j).

Tues., Dec. 21, 2021

KR. Send certified copies of the annexation ordinance to: 1. County Clerk for filing; 2. County Clerk Election Division; 3. Brazoria County Appraisal District; and 4. State Comptroller, with map for sales tax purposes.

Copy

CITY OF IOWA COLONY
CALENDAR FOR
ANNEXATION OF PARTS OF MERIDIANA BOULEVARD AND
AMES PARKWAY
Revised August 13, 2021

- Done Obtain petition for annexation. (Tex. Loc. Gov't Code sec. 43.028.)
- Done Deadline to post notice of Council meeting (at least 72 hours before meeting).
- Done City Council meeting to:**
- A. Direct City staff to begin procedures for annexation; and
- B. Set dates and times for public hearings and special meetings, and authorize City Manager to reschedule those if necessary.
- ASAP City staff begins preparation of:
1. Done.
LB. Service plan for filing with City Secretary before publication of first public hearing. Tex. Gov't Code sec. 43.065. Contents per sec. 43.065(b) and 43.056(b—o); and
2. **DH.** Digital map of annexation area and expansion of etj, if any, for completion before passage of annexation ordinance. Digital format per Tex. Loc. Gov't Code sec. 43.065. Post on website.
- Mon., Aug. 9, 2021
- Done **LB.** Deadline to mail notice of intent to annex to the following persons by *first class mail*: 1. Each property owner in the area to be annexed, according to the Appraisal District records; 2. Each public entity and private entity providing services in the area to be annexed, including each municipality, county, fire protection service provider, volunteer fire department, emergency medical services provider, including a volunteer medical services provider, municipal utility district, drainage district, water control and improvement district, other district under Tex. Const. Sec.52, Art. III or Sec. 59, Art. XVI, school districts, hospital districts, any other governmental units; 3. private service providers, such as water companies (no longer specifically listed in the statute, but advisable); and 4. Each railroad company with right-of-way in the area to be annexed, but only if it is on the City's tax roll (at least thirty-one days before the first public hearing). Tex. Loc. Gov't Code sec. 43.062(b).

Wed., Aug. 25, 2021
Noon

LB. Deadline to send notice of *first* public hearing to The Alvin Sun to be published on a Sunday between twenty and eleven days before the first public hearing. Tex. Loc. Gov't Code sec. 43.063.

Thurs., Aug. 26, 2021
1 of 2 Entries this Date

1. Done

LB. Last (work) day for City staff to file the service plan with the City Secretary (before publication of notice of first public hearing). Tex. Loc. Gov't Code sec. 43.065.

2. **KR.** Post metes and bounds description and map of annexation area on website, because on Sunday, the published Notice of Public Hearings will say they are there. Go ahead and post the Notice of Public Hearings on the website, too, even though it is not yet legally required.

Thurs., Aug. 26, 2021
2 of 2 Entries this Date

1. **LB.** Last (work) day to mail notice of intent to annex and impact of annexation to school district by *first class mail* per Tex. Loc. Gov't Code sec. 43.905, 43.063 (twenty to eleven days before the *first* public hearing). This notice is separate from the first notice to the school district, because this notice has different contents and must be sent in a different, non-overlapping time window.

2. **LB.** Last (work) day to send notice by *certified mail* of both first and second public hearings to each railroad company with right-of-way in the area to be annexed, but only if the railroad company is on the City's tax roll (twenty to eleven days before *each* hearing). Tex. Loc. Gov't Code sec. 43.063(f). This is different than the earlier notice to railroads, because the notices have different non-overlapping time requirements. NOTE: This requirement and this hearing schedule would require separate notices for each hearing, but there are no railroad rights of way in the annexation area anyway.

3. **LB.** Last (work) day to send notice of the proposed annexation by first class mail to all "public entities" as defined in Tex. Loc. Gov't Code sec. 43.9051(a), also including "special districts" as defined in Tex. Loc. Gov't Code sec. 43.062(b)(2)(B). (twenty to eleven days before the *first* public hearing. Tex. Loc. Gov't Code sec. 43.9051(b), 43.063.) Contents per 43.9051. This is different than the earlier thirty-one day notice to public entities under Tex. Loc. Gov't Code sec. 43.062(b), because the notices have different non-overlapping time requirements. Also, the definition of "public entities" under sec. 43.9051(a) for this notice is different than the list of "public entities" under sec. 43.062 for the earlier notice under sec. 43.062(b).

4. **KR.** Last (work) day to post notice of *first* public hearing *on City's website* (twenty to eleven days before *each* hearing). Tex. Loc. Gov't Code sec. 43.063(c).

Sun., Aug. 29, 2021 **LB.** Deadline to publish notice of *first* public hearing in the Alvin Sun (twenty to eleven days before the first public hearing, and the Alvin Sun publishes only on Sundays). Tex. Loc. Gov't Code sec. 43.063.

Wed., Sept. 1, 2021 **LB.** Noon deadline to send notice of *second* public hearing to the Alvin Sun for publication on a Sunday between twenty and eleven days before the second public hearing.

Thurs., Sept. 2, 2021,
because Monday is
Labor Day **KR.** Last (work) day to post notice of *first* public hearing at City Hall like any City Council meeting.

Sun., Sept. 5, 2021 **LB.** Deadline to publish notice of *second* public hearing in the Alvin Sun (twenty to eleven days before the *second* public hearing, and the Alvin Sun publishes only on Sundays). Tex. Loc. Gov't Code sec. 43.063.

Thurs., Sept. 9, 2021
1 of 2 Entries this Date **KR.** Last (work) day to post notice of *second* public hearing *on City's website* (twenty to eleven days before second public hearing). Tex. Loc. Gov't Code sec. 43.063(c).

Thurs., Sept 9, 2021
6:00 p.m.
2 of 2 Entries this Date **Hold *first* public hearing** (at least thirty-one days after mailing original notice of intent to annex, Tex. Loc. Gov't Code sec. 43.062; twenty to eleven days after publishing notice of this hearing, sec. 43.063; forty to twenty-one days before annexation ordinance, sec. 43.063). Explain the Municipal Service Plan to the inhabitants of the annexation area at the public hearing. Tex. Loc. Gov't Code sec. 43.056(j).

Thurs. Sept. 16, 2021, **KR.** Last (work) day to post notice of *second* public hearing at City Hall like any City Council meeting (72 hours before hearing).

Mon., Sept. 20, 2021
7:00 p.m. **Hold *second* public hearing** (twenty to eleven days after publishing notice of *second* public hearing, Tex. Loc. Gov't Code sec. 43.063; forty to twenty-one days before annexation ordinance, sec. 43.063). Explain the Municipal Service Plan to the inhabitants of the annexation area at the public hearing. Tex. Loc. Gov't Code sec. 43.056(j).

Thurs., Oct. 14, 2021

KR. Last (work) day to post 72-hour notice of City Council meeting.

**Mon., Oct. 18, 2021
7:00 p.m.**

City Council meeting to pass annexation ordinance (forty to twenty-one days after each public hearing, Tex. Loc. Gov't Code sec. 43.063). One reading is sufficient, due to the public hearings. Charter sec. 3.10. Do not encircle an area, unless Council finds doing so is in the public interest. Tex. Loc. Gov't Code sec. 43.057, 43.062. Attach the Municipal Service Plan to the annexation ordinance. Tex. Loc. Gov't Code sec. 43.056(j).

Tues., Oct. 19, 2021

KR. Send certified copies of the annexation ordinance to: 1. County Clerk for filing; 2. County Clerk Election Division; and 3. State Comptroller, with map for sales tax purposes.

Copy

September 30, 2021

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

RE: Meritage Homes of Texas, LLC
Construction and Escrow Agreement – Disbursement
Sierra Vista West Sec. 5 Draw #3 – October

Dear Dinh:

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

Clearwayer Utilities	\$45,995.67	Section 5 WSD
Clearpave	\$100,610.47	Section 5 Paving
October Contingency Refund	<u>\$14,660.61</u>	
Total Requested Funds	\$161,266.75	

Please review the enclosed and in agreement, recommend the City reimburse to reimburse to Meritage Homes of Texas, LLC the amount of **\$161,266.75** of our escrowed funds, also known as “deposited funds”. Wiring instructions are attached for your convenience.

Sincerely,



Christopher Hitch
Land Development Manager