NO.	LOCATION	DESCRIPTION
A	SIGNAGE	
1	Cr 79	Stop
2	.Meridiana	. Pedestrian crossing sign
3	Pursley dr.@ Bister Dr	Leaning sign
4	Iowa Colony @ Bister Dr	added missing signs
5	Discovery Dr @Bayou dr	Missing sign
6	Pursley Dr.	install new post
7	Pursley Dr.	replace ice over the road sign
8	Iowa Colony @ Meridiana	Turn school flashing light
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		

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B.	DEBRIS REMOVAL	
1	Meridiana	Pick up bed
2	Meridana@Karsten	Debris over the road
3	Iowa Colony @ oak rd (CR 190)	Debris over the road
4	Meridiana@ Sterling Lake	Pick up Love seat
5	Meridiana @ Iowa Colony blvd .	rock over the road
6	Meridiana @ Ames blvd.	Trash bags over the road
7	Meridiana @ Serria vista	Trash bags
8	Karsten @ Meridiana	End of Road
C.	MOWING/TREE TRIMMING	
1	City Hall	Cut grass
2	City Hall	Cut Grass
3	Park	Cut grass
4		
5		
6		
D.	STREET REPAIRS	
1	3726 Apra St	Curve repair
2	Hooper @ Apra st	Curve Repair
3	Cader Rapids	repair potholes
4		

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E.	POWER LINES MAINTENANCE	
1		
2		
	Ditch Drainage issue	
1	4055 CR 63	Ditch repair
2		
3		
	Parks	
1	Basketball Court	change nets
2	Trash	pick up trash in restroom
3	Trash	pick up trash in restroom
4	Volleyball	change nets
5	Volleyball	fix post
6	Park	Restroom trash pick up
7	Volleyball	fix post
	Miscellaneous Works	
1	City Hall	Snake a way
2	City Hall	Rat a way
3		
4		
5		

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NOTES	STATUS	DATE COMPLETED	
	Done	3/30/2022	
	Done	3/31/2022	
	Done	4/5/2022	
	Done	4/14/2022	
	Done	4/14/2022	
	Done	4/14/2022	
	Done	4/14/2022	
	Done	4/27/2022	

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	Done	3/30/2022	
	Done	4/5/2022	
	Done	4/15/2022	
	Done	4/15/2022	
	Done	4/15/2022	
	Done	4/22/2022	
	Done	4/25/2022	
pick up trash in the area	Done	4/24/2022	
	Done	4/4/2022	
	Done	4/12/2022	
	Done	4/12/2022	
		4/14/2022	
		4/14/2022	
	Done	4/18/2022	

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	Done	4/5/2022	
	Done	3/31/2022	
	Done	4/11/2022	
	Done	4/25/2022	
	Done	4/26/2022	
	Done	4/26/2022	
	Done	4/28/2022	
	Done	4/28/2022	
around the building	Done	4/5/2022	
around the building	Done	4/13/2022	

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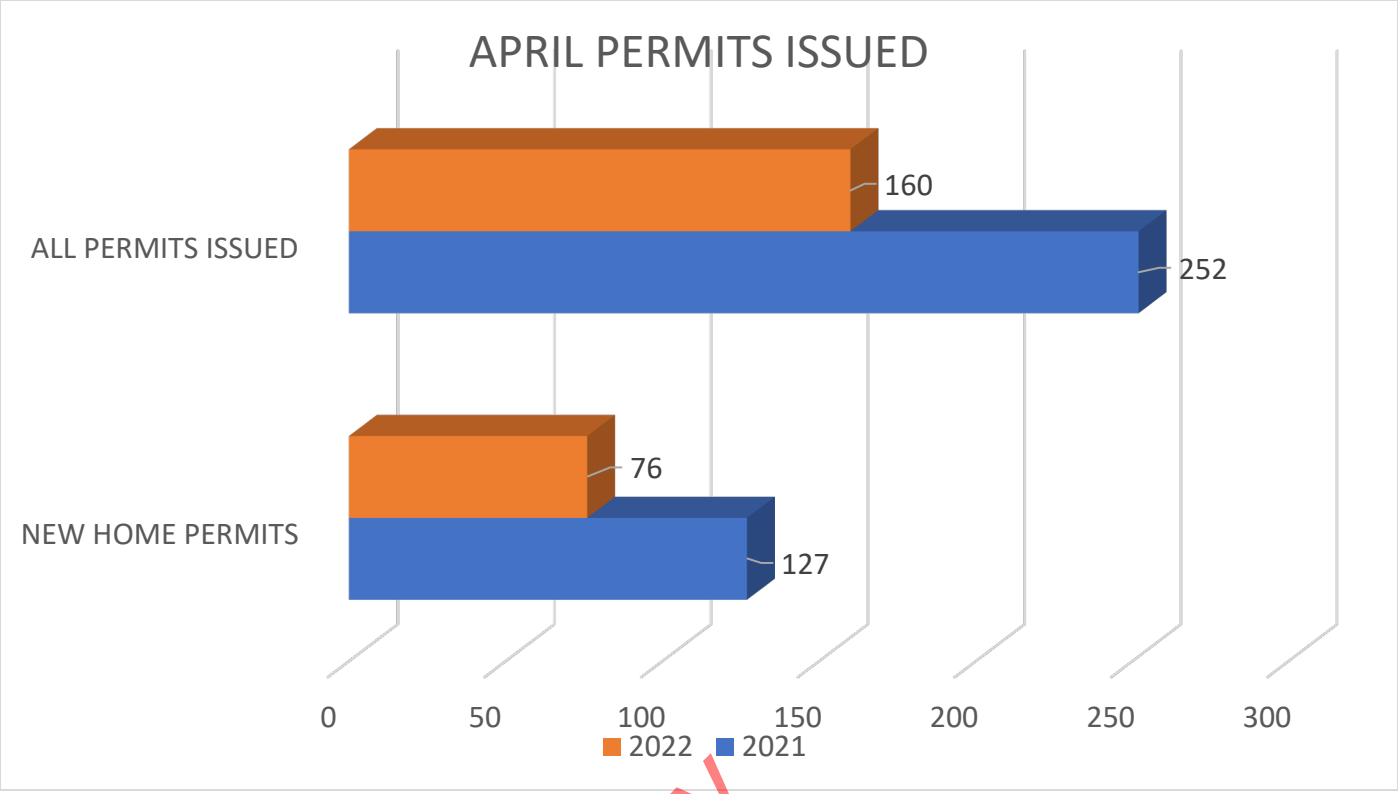
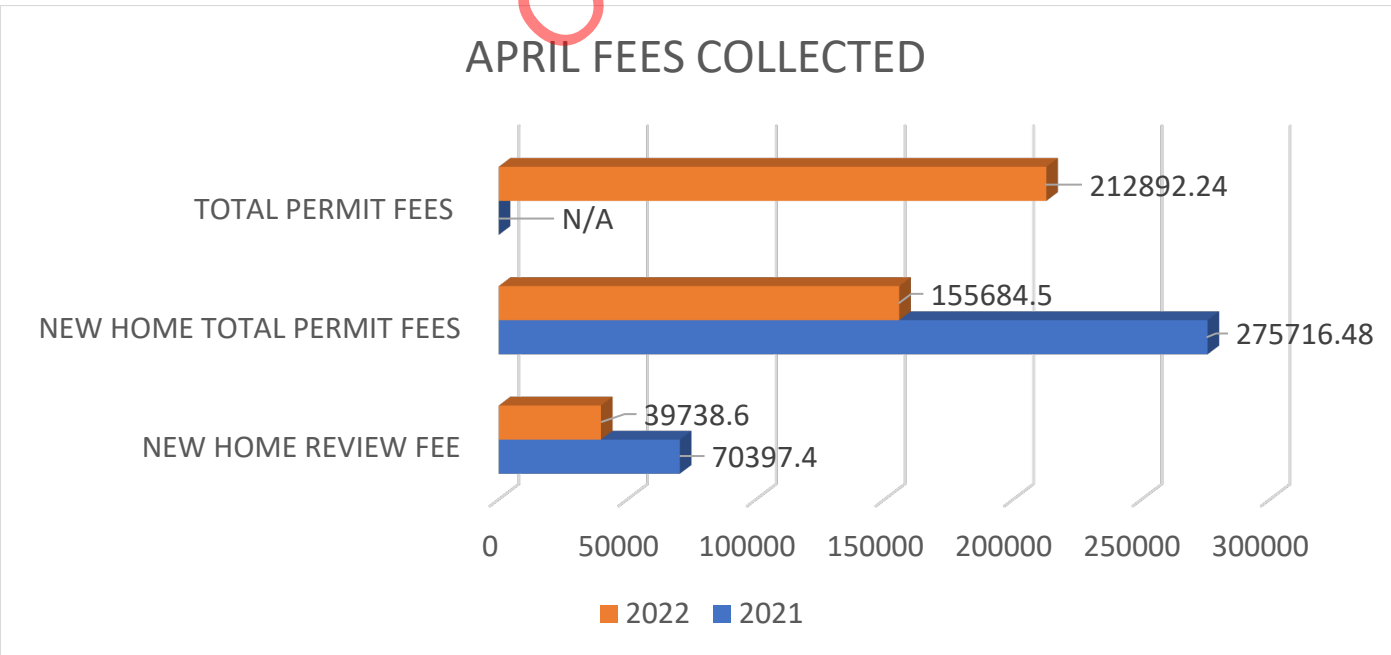

APRIL PERMITS ISSUED
ALL PERMITS ISSUED
NEW HOME PERMITS
160
252
76
127
0
50
100
150
200
250
300
2022
2021

Copy


APRIL FEES COLLECTED
TOTAL PERMIT FEES
NEW HOME TOTAL PERMIT FEES
NEW HOME REVIEW FEE
212892.24
N/A
155684.5
275716.48
39738.6
70397.4
0
50000
100000
150000
200000
250000
300000
2022
2021

CITY OF IOWA COLONY

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

MONTHLY REPORT- April 2022

May 6, 2022

Mayor and Council,

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

Building Department

Inspections Conducted by BBG-

Building Inspections-	295
Plumbing Inspections -	394
Mechanical Inspections-	117
Electrical Inspections-	285
Total-	**1094**

Inspections Conducted by City Inspector

Building-	129
City Ordinance Violations-	10
Animal Control Violations-	9
Total-	**148**

March 2021 City Paid out to Contract Inspectors

Inspections $57,750.00 Plan Review pay out $33,482.44 **Total $91,232.44**

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Fees paid for Inspection services to BBG Consulting, Inc.

April 2022, Total Inspections **1094**

Total paid to BBG $24,615.00

Building Department: A total of **77** Plan reviews for construction were conducted.

Fire Marshals Report:

- Worked an extreme hoarding case located at 154 Des Moines where Adult Protective Service was involved. During the investigation the City seized 8 rabbits due to neglect. Case is still ongoing.
- Conducted the last of the Life Safety final inspections at the new high school. No other calls to report.

Thanks,

Albert Cantu, Fire Marshal/Building Official

City of Iowa Colony
Balance Sheet
As of April 30, 2022

5/11/2022 4:42 PM

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Assets				
	10-1000	Cash / Due From Consolidated Cash	9,446,145.32	
	10-1003	First State Bank - Manvel	154,458.93	
	10-1004	Petty Cash	300.00	
	10-1005	Texas Advantage - CD	6,269.33	
	10-1006	TexStar CD	108,348.02	
	10-1007	Veritex - CD 5471	99,787.18	
	10-1100	Accounts Receivable	10,277.00	
	10-1111	Sales Tax Receivable	57,743.00	
	10-1112	Allowance for Fines Receivable	(241,997.04)	
	10-1113	Fines Receivable	254,734.00	
	10-1114	Property Taxes Receivable	20,966.00	
	10-1115	Property Tax Receivable - P & I	9,453.00	
	Total Assets		9,926,484.74	
				9,926,484.74

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City of Iowa Colony
Balance Sheet
As of April 30, 2022

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Liabilities				
	10-2000	Due To Consolidated Cash / Accounts Payable	79,229.40	
	10-2001	Accounts Payble at Year End	(286,602.03)	
	10-2201	Employee Dental Insurance	234.18	
	10-2205	TMRS Payable	3,927.16	
	10-2206	Texas Workforce Commission Payable	(2,618.09)	
	10-2207	Health & Life Insurance Payable	4,945.74	
	10-2208	Child Support Payable	(1,256.04)	
	10-2300	State Fees	27,690.83	
	10-2301	Collections	434.70	
	10-2304	Credit Card Fee	4,019.42	
	10-2305	Deferred Revenues - Fines	12,737.00	
	10-2405	Deferred Inflows-Prop taxes	40,696.00	
	10-2410	Bond 1 - Series 2020	1,186,220.00	
	10-2501	Baseball Field Reserve	1,772.50	
	10-2506	Early Plat - Sierra V W Sec 5	0.01	
	10-2511	Meridiana Escrow	3,575.00	
	10-2512	Old Airline Market-Axis Dev	207.50	
	10-2518	Capital Contribution - CR 64	1,731,000.00	
	10-2522	Property Delq Tax - TIF 100%	(0.30)	
	10-2523	Property Tax TIF - 100%	10,148.27	
	10-2524	Meritage Homes of Texas, LLC	12,500.00	
	10-2525	Corona Virus Relief Fund	122,595.00	
	10-2526	Public Safety Building Reserve	500,000.00	
	10-2527	Public Park Reserves	35,000.00	
	10-2528	Early Plat - Sierra VW Sec 7	0.01	
	10-2530	Early Plat - Sierra VW Sec 8	169,522.05	
	10-2531	Early Plat - Sierra VW Sec 9	818,280.59	
	10-2602	Due to Retainer Fund	(12,500.00)	
	10-2603	Due to Crime Prevention	(3,623.21)	
	Total Liabilities		4,458,135.69	
Fund Balance				
	10-3000	Fund Balance	50,287.12	

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City of Iowa Colony
Balance Sheet
As of April 30, 2022

5/11/2022 4:42 PM

Account Type	Account Number	Description	Balance	Total
10 - General Fund				
Fund Balance				
Total Fund Balance			50,287.12	
		Total Revenue	5,834,608.11	
		Total Expenses	3,451,403.50	
		Current Year Increase (Decrease)	5,418,061.93	
		Fund Balance Total	50,287.12	
		Current Year Increase (Decrease)	5,418,061.93	
		Total Fund Balance/Equity	5,468,349.05	
Total Liabilities & Fund Balance				9,926,484.74

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City of Iowa Colony
Balance Sheet
As of April 30, 2022

5/11/2022 4:42 PM

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Assets				
	11-1002	Retainer Account	1,083,103.70	
	11-1301	Due from General Fund	(12,500.00)	
	Total Assets		1,070,603.70	
				1,070,603.70

Copy

City of Iowa Colony
Balance Sheet
As of April 30, 2022

Account Type	Account Number	Description	Balance	Total
11 - Retainer Fund				
Liabilities				
	11-2400	Road Damage Deposit	475,000.00	
	11-2502	Baymark Pipeline LLC	182,437.50	
	11-2503	Baymark Pipeline LLC: Baymark P - Engr/Inspctn/Legal	20,393.79	
	11-2504	Cherry Crushed Concrete	23,200.00	
	11-2505	DR Horton/MUD 87	7,241.37	
	11-2509	Formosa/Lav Pipeline-TRC	10,826.04	
	11-2510	M2E3/Enterprise Pipeline	(25,020.74)	
	11-2513	Sierra Vista - Land Tejas	4,845.60	
	11-2514	Sierra Vista West - Land Tejas	31,656.65	
	11-2515	South Texas NGL Pipeline, LLC	183,022.50	
	11-2516	South Texas NGL Pipeline, LLC: South TX NGL-Engr/Inspct/Legal	20,881.31	
	11-2517	Sterling Lakes - Land Tejas	8,894.09	
	11-2521	Meritage/Rise- BCMUD 57	742.60	
	11-2529	Meridiana PUD Amendment	10,000.00	
	Total Liabilities		954,120.71	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	116,482.99	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	116,482.99	
		Total Fund Balance/Equity	116,482.99	
Total Liabilities & Fund Balance				1,070,603.70

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City of Iowa Colony
Balance Sheet
As of April 30, 2022

5/11/2022 4:42 PM

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Assets				
	20-1000	Cash / Due From Consolidated Cash	112,392.36	
	20-1301	Due from General Fund	(3,623.21)	
	Total Assets		108,769.15	
				108,769.15

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City of Iowa Colony
Balance Sheet
As of April 30, 2022

Account Type	Account Number	Description	Balance	Total
20 - Crime Control and Prevention District Fund				
Fund Balance				
	20-3000	Fund Balance	233,635.88	
	Total Fund Balance		233,635.88	
		Total Revenue	137,268.28	
		Total Expenses	5,148.57	
		Current Year Increase (Decrease)	(124,866.73)	
		Fund Balance Total	233,635.88	
		Current Year Increase (Decrease)	(124,866.73)	
		Total Fund Balance/Equity	108,769.15	
	Total Liabilities & Fund Balance			108,769.15

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City of Iowa Colony
Balance Sheet
As of April 30, 2022

5/11/2022 4:42 PM

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan Fund (Debt Service)				
Assets				
	30-1000	Cash / Due From Consolidated Cash	(11,985.00)	
	Total Assets		(11,985.00)	
				(11,985.00)

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City of Iowa Colony
Balance Sheet
As of April 30, 2022

5/11/2022 4:42 PM

Account Type	Account Number	Description	Balance	Total
30 - Capital Improvements Plan Fund (Debt Service)				
		Total Revenue	0.00	
		Total Expenses	11,985.00	
		Current Year Increase (Decrease)	(11,985.00)	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	(11,985.00)	
		Total Fund Balance/Equity	(11,985.00)	
Total Liabilities & Fund Balance				(11,985.00)

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City of Iowa Colony
Balance Sheet
As of April 30, 2022

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan Fund (Local)				
Assets				
	35-1000	Cash / Due From Consolidated Cash	74,357.25	
	Total Assets		74,357.25	
				74,357.25

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City of Iowa Colony
Balance Sheet
As of April 30, 2022

Account Type	Account Number	Description	Balance	Total
35 - Capital Improvements Plan Fund (Local)				
		Total Revenue	100,000.00	
		Total Expenses	25,642.75	
		Current Year Increase (Decrease)	74,357.25	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	74,357.25	
		Total Fund Balance/Equity	74,357.25	
Total Liabilities & Fund Balance				74,357.25

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City of Iowa Colony
Balance Sheet
As of April 30, 2022

5/11/2022 4:42 PM

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Assets				
	40-1000	Cash / Due From Consolidated Cash	4,585.72	
	Total Assets		4,585.72	
				4,585.72

Copy

City of Iowa Colony
Balance Sheet
As of April 30, 2022

Account Type	Account Number	Description	Balance	Total
40 - Court Technology Fund				
Fund Balance				
	40-3000	Fund Balance	22,258.51	
	Total Fund Balance		22,258.51	
		Total Revenue	4,628.74	
		Total Expenses	119.98	
		Current Year Increase (Decrease)	(17,672.79)	
		Fund Balance Total	22,258.51	
		Current Year Increase (Decrease)	(17,672.79)	
		Total Fund Balance/Equity	4,585.72	
	Total Liabilities & Fund Balance			4,585.72

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City of Iowa Colony
Balance Sheet
As of April 30, 2022

5/11/2022 4:42 PM

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Assets				
	41-1000	Cash / Due From Consolidated Cash	5,716.33	
	Total Assets		5,716.33	
				5,716.33

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City of Iowa Colony
Balance Sheet
As of April 30, 2022

Account Type	Account Number	Description	Balance	Total
41 - Court Security Fund				
Fund Balance				
	41-3000	Fund Balance	22,844.91	
	Total Fund Balance		22,844.91	
		Total Revenue	5,622.06	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	(17,128.58)	
		Fund Balance Total	22,844.91	
		Current Year Increase (Decrease)	(17,128.58)	
		Total Fund Balance/Equity	5,716.33	
	Total Liabilities & Fund Balance			5,716.33

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City of Iowa Colony
Balance Sheet
As of April 30, 2022

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

Copy

City of Iowa Colony
Balance Sheet
As of April 30, 2022

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

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City of Iowa Colony
Balance Sheet
As of April 30, 2022

5/11/2022 4:42 PM

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Assets				
	99-1000	Cash	2,765,097.26	
	99-1210	Due From General Fund	79,229.40	
	Total Assets		2,844,326.66	
				2,844,326.66

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City of Iowa Colony
Balance Sheet
As of April 30, 2022

5/11/2022 4:42 PM

Account Type	Account Number	Description	Balance	Total
99 - Consolidated Cash				
Liabilities				
	99-2000	Accounts Payable	79,229.40	
	99-2999	Due To Other Funds	2,765,097.26	
	Total Liabilities		2,844,326.66	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	0.00	
		Total Fund Balance/Equity	0.00	
	Total Liabilities & Fund Balance			2,844,326.66

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City of Iowa Colony
Financial Statement
As of April 30, 2022

5/11/2022 4:42 PM

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	34,084.13	30,083.33	4,000.80	318,635.19	361,000.00	88.26%	42,364.81
Property Tax	22,537.72	310,916.67	(288,378.95)	3,671,755.46	3,731,000.00	98.41%	59,244.54
Miscellaneous	1,681.39	44,854.16	(43,172.77)	5,956.18	538,250.00	1.11%	532,293.82
Fines & Forfeitures	23,797.65	25,000.00	(1,202.35)	150,123.91	300,000.00	50.04%	149,876.09
License & Permits	211,818.94	167,333.33	44,485.61	1,491,439.94	2,008,000.00	74.27%	516,560.06
Not Categorized	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Business & Franchise	0.00	11,666.67	(11,666.67)	196,697.43	140,000.00	140.50%	(56,697.43)
Revenue Totals	293,919.83	589,854.16	(295,934.33)	5,834,608.11	7,078,250.00	82.43%	1,243,641.89
Expense Summary							
Personnel Services	192,996.45	160,794.39	32,202.06	966,985.94	1,929,532.73	50.12%	962,546.79
Professional/Contract Services	129,497.01	134,183.33	(4,686.32)	784,824.93	1,610,200.00	48.74%	825,375.07
Materials & Supplies	14,346.74	33,250.05	(18,903.31)	212,829.57	399,000.00	53.34%	186,170.43
Services	3,373.36	205,999.97	(202,626.61)	1,014,353.38	2,472,000.00	41.03%	1,457,646.62
Capital Outlay	31,085.54	31,666.67	(581.13)	472,409.68	380,000.00	124.32%	(92,409.68)
Expense Totals	371,299.10	565,894.41	(194,595.31)	3,451,403.50	6,790,732.73	50.83%	3,339,329.23

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City of Iowa Colony
Financial Statement
As of April 30, 2022

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
10-4109 Mixed Beverage Tax	50.96	83.33	(32.37)	546.21	1,000.00	54.62%	453.79
10-4110 City Sales Tax	34,033.17	30,000.00	4,033.17	318,088.98	360,000.00	88.36%	41,911.02
Sales Tax Totals	34,084.13	30,083.33	4,000.80	318,635.19	361,000.00	88.26%	42,364.81
Property Tax							
10-4120 Property Tax	18,566.66	113,333.33	(94,766.67)	2,673,058.92	1,360,000.00	196.55%	(1,313,058.92)
10-4121 Delinquent Property Tax	2,624.24	2,916.67	(292.43)	9,623.17	35,000.00	27.49%	25,376.83
10-4130 Property Tax - TIF - 70%	1,346.82	89,250.00	(87,903.18)	990,084.36	1,071,000.00	92.44%	80,915.64
10-4131 Delinquent Tax - TIF - 70%	0.00	0.00	0.00	(739.95)	0.00	0.00%	739.95
10-4133 City Property Delinquent TIF 30%	0.00	0.00	0.00	(271.04)	0.00	0.00%	271.04
10-4135 Property Tax MUD 31 - 70%	0.00	105,416.67	(105,416.67)	0.00	1,265,000.00	0.00%	1,265,000.00
Property Tax Totals	22,537.72	310,916.67	(288,378.95)	3,671,755.46	3,731,000.00	98.41%	59,244.54
Miscellaneous							
10-4124 Accident Reports	40.00	0.00	40.00	165.00	0.00	0.00%	(165.00)
10-4126 MUD 31 Pub Safety Contr	0.00	20,833.33	(20,833.33)	0.00	250,000.00	0.00%	250,000.00
10-4127 MUD 32 Pub Saf	0.00	20,833.33	(20,833.33)	0.00	250,000.00	0.00%	250,000.00
10-4134 Intermodel Ship Container	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
10-4805 Park Reserves	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
10-4910 Interest Income	28.73	20.83	7.90	43.53	250.00	17.41%	206.47
10-4911 Other Revenue	1,612.66	0.00	1,612.66	5,747.65	0.00	0.00%	(5,747.65)
Miscellaneous Totals	1,681.39	44,854.16	(43,172.77)	5,956.18	538,250.00	1.11%	532,293.82
Fines & Forfeitures							
10-4125 Arrest Fee	863.45	0.00	863.45	5,774.00	0.00	0.00%	(5,774.00)
10-4701 Citations/Warrants	21,321.86	25,000.00	(3,678.14)	135,540.88	300,000.00	45.18%	164,459.12

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City of Iowa Colony
Financial Statement
As of April 30, 2022

10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
10-4703 Municipal Jury Funds	17.49	0.00	17.49	113.20	0.00	0.00%	(113.20)
10-4704 Local Truancy Prevention	874.85	0.00	874.85	5,268.99	0.00	0.00%	(5,268.99)
10-4709 Court Costs	720.00	0.00	720.00	3,426.84	0.00	0.00%	(3,426.84)
Fines & Forfeitures Totals	23,797.65	25,000.00	(1,202.35)	150,123.91	300,000.00	50.04%	149,876.09
License & Permits							
10-4201 Building Construction Permits	163,227.74	114,583.33	48,644.41	960,678.14	1,375,000.00	69.87%	414,321.86
10-4202 Trade Fees	10,634.90	4,166.67	6,468.23	80,972.57	50,000.00	161.95%	(30,972.57)
10-4203 Reinspection Fees	600.00	2,500.00	(1,900.00)	17,875.00	30,000.00	59.58%	12,125.00
10-4204 Signs	200.00	83.33	116.67	750.00	1,000.00	75.00%	250.00
10-4205 PIP - Prop Improv Permit	0.00	166.67	(166.67)	3,198.94	2,000.00	159.95%	(1,198.94)
10-4206 Dirt Work Permits	0.00	41.67	(41.67)	1,250.00	500.00	250.00%	(750.00)
10-4207 Driveway Permits	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-4210 Culvert Permit	0.00	41.67	(41.67)	450.00	500.00	90.00%	50.00
10-4211 Commercial Vehicle Permit	0.00	83.33	(83.33)	2,590.00	1,000.00	259.00%	(1,590.00)
10-4212 Park Use Permit	400.00	83.33	316.67	1,020.00	1,000.00	102.00%	(20.00)
10-4213 Mobile Food Unit Permit	0.00	83.33	(83.33)	850.00	1,000.00	85.00%	150.00
10-4301 Preliminary Plat Fees	4,800.00	6,250.00	(1,450.00)	34,130.00	75,000.00	45.51%	40,870.00
10-4302 Final Plat Fees	0.00	2,916.67	(2,916.67)	11,350.00	35,000.00	32.43%	23,650.00
10-4303 Abbreviated Plat Fees	970.00	583.33	386.67	20,040.00	7,000.00	286.29%	(13,040.00)
10-4305 Admin Fee - Early Plat Recording	0.00	12,500.00	(12,500.00)	10,686.50	150,000.00	7.12%	139,313.50
10-4401 Infrastructure Plan Review Fee	4,642.81	6,250.00	(1,607.19)	69,685.43	75,000.00	92.91%	5,314.57
10-4403 Civil Site Plan Review Fee	26,343.49	16,666.67	9,676.82	275,913.36	200,000.00	137.96%	(75,913.36)
10-4501 Rezoning Fees	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-4503 Specific Use Permit	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00

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10 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
License & Permits							
License & Permits Totals	211,818.94	167,333.33	44,485.61	1,491,439.94	2,008,000.00	74.27%	516,560.06
Not Categorized							
10-4444 Prior Software Adjustment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Not Categorized Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
Business & Franchise							
10-4601 Franchise Tax - Electric	0.00	9,166.67	(9,166.67)	185,071.36	110,000.00	168.25%	(75,071.36)
10-4603 Telecommunication Fee - Sales	0.00	2,500.00	(2,500.00)	11,626.07	30,000.00	38.75%	18,373.93
Business & Franchise Totals	0.00	11,666.67	(11,666.67)	196,697.43	140,000.00	140.50%	(56,697.43)
Revenue Totals	293,919.83	589,854.16	(295,934.33)	5,834,608.11	7,078,250.00	82.43%	1,243,641.89

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	2,853.64	5,208.35	(2,354.71)	35,422.98	62,500.00	56.68%	27,077.02
Personnel Services	42,685.76	27,212.31	15,473.45	195,482.66	326,547.96	59.86%	131,065.30
Professional/Contract Services	22,113.17	19,116.67	2,996.50	162,165.86	229,400.00	70.69%	67,234.14
Services	1,483.47	3,499.99	(2,016.52)	15,878.28	42,000.00	37.81%	26,121.72
Administration Totals	69,136.04	55,037.32	14,098.72	408,949.78	660,447.96	61.92%	251,498.18

10 - General Fund Finance	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	118.90	1,766.67	(1,647.77)	28,243.92	21,200.00	133.23%	(7,043.92)
Personnel Services	11,280.12	8,730.33	2,549.79	57,272.58	104,763.81	54.67%	47,491.23
Professional/Contract Services	250.00	208.34	41.66	500.00	2,500.00	20.00%	2,000.00
Finance Totals	11,649.02	10,705.34	943.68	86,016.50	128,463.81	66.96%	42,447.31

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10 - General Fund Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	3,798.22	6,841.67	(3,043.45)	46,550.60	82,100.00	56.70%	35,549.40
Personnel Services	90,594.40	86,929.88	3,664.52	459,009.19	1,043,158.60	44.00%	584,149.41
Professional/Contract Services	390.00	1,833.33	(1,443.33)	16,293.93	22,000.00	74.06%	5,706.07
Services	1,889.89	5,833.33	(3,943.44)	13,587.28	70,000.00	19.41%	56,412.72
Police Totals	96,672.51	101,438.21	(4,765.70)	535,441.00	1,217,258.60	43.99%	681,817.60

10 - General Fund Animal Control	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	178.60	266.67	(88.07)	1,616.98	3,200.00	50.53%	1,583.02

Personnel Services	6,469.27	5,197.00	1,272.27	35,265.84	62,364.06	56.55%	27,098.22
Professional/Contract Services	175.00	358.33	(183.33)	1,684.84	4,300.00	39.18%	2,615.16
Services	0.00	666.66	(666.66)	339.50	8,000.00	4.24%	7,660.50
Animal Control Totals	6,822.87	6,488.66	334.21	38,907.16	77,864.06	49.97%	38,956.90

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

10 - General Fund Municipal Court	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	784.25	1,025.01	(240.76)	5,109.51	12,300.00	41.54%	7,190.49
Personnel Services	13,781.04	10,941.64	2,839.40	70,786.71	131,299.58	53.91%	60,512.87
Professional/Contract Services	4,631.25	6,041.67	(1,410.42)	41,590.65	72,500.00	57.37%	30,909.35
Municipal Court Totals	19,196.54	18,008.32	1,188.22	117,486.87	216,099.58	54.37%	98,612.71

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10 - General Fund Public Works	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	2,494.40	6,583.34	(4,088.94)	25,712.25	79,000.00	32.55%	53,287.75
Personnel Services	9,004.06	7,081.23	1,922.83	49,539.73	84,974.90	58.30%	35,435.17
Professional/Contract Services	0.00	32,500.00	(32,500.00)	22,879.86	390,000.00	5.87%	367,120.14
Services	0.00	666.66	(666.66)	339.50	8,000.00	4.24%	7,660.50
Public Works Totals	11,498.46	46,831.23	(35,332.77)	98,471.34	561,974.90	17.52%	463,503.56

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10 - General Fund Parks & Recreation	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	3,570.65	9,083.33	(5,512.68)	41,168.73	109,000.00	37.77%	67,831.27
Professional/Contract Services	0.00	2,750.00	(2,750.00)	21,400.00	33,000.00	64.85%	11,600.00
Parks & Recreation Totals	3,570.65	11,833.33	(8,262.68)	62,568.73	142,000.00	44.06%	79,431.27

10 - General Fund Community Development	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	233.58	1,291.67	(1,058.09)	25,656.58	15,500.00	165.53%	(10,156.58)
Personnel Services	6,566.12	5,145.28	1,420.84	33,350.88	61,743.21	54.02%	28,392.33
Professional/Contract Services	76,320.57	45,041.66	31,278.91	325,564.30	540,500.00	60.23%	214,935.70
Services	0.00	194,666.67	(194,666.67)	983,512.82	2,336,000.00	42.10%	1,352,487.18
Community Development Totals	83,120.27	246,145.28	(163,025.01)	1,368,084.58	2,953,743.21	46.32%	1,585,658.63

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10 - General Fund Fire Marshal/Building Official	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Materials & Supplies	314.50	933.34	(618.84)	3,348.02	11,200.00	29.89%	7,851.98
Personnel Services	12,615.68	9,556.72	3,058.96	66,278.35	114,680.61	57.79%	48,402.26
Professional/Contract Services	25,617.02	25,666.66	(49.64)	192,745.49	308,000.00	62.58%	115,254.51
Services	0.00	666.66	(666.66)	696.00	8,000.00	8.70%	7,304.00
Fire Marshal/Building Official Totals	38,547.20	36,823.38	1,723.82	263,067.86	441,880.61	59.53%	178,812.75

10 - General Fund Capital and Planning Projects	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	31,085.54	31,666.67	(581.13)	472,409.68	380,000.00	124.32%	(92,409.68)

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Capital and Planning Projects Totals	31,085.54	31,666.67	(581.13)	472,409.68	380,000.00	124.32%	(92,409.68)
Expense Total	371,299.10	565,894.41	(194,595.31)	3,451,403.50	6,790,732.73	50.83%	3,339,329.23

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5101 Salaries - Full Time	24,253.29	17,824.16	6,429.13	121,036.07	213,889.92	56.59%	92,853.85
10-10-5102 Salaries - Part Time	0.00	2,083.33	(2,083.33)	0.00	25,000.00	0.00%	25,000.00
10-10-5103 Salaries - Temp	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-10-5106 Social Security/Medicare	1,937.80	1,363.55	574.25	9,513.25	16,362.58	58.14%	6,849.33
10-10-5107 TMRS	2,365.55	1,604.17	761.38	13,287.85	19,250.09	69.03%	5,962.24
10-10-5108 Health & Life Insurance	2,124.61	1,233.33	891.28	21,763.24	14,800.00	147.05%	(6,963.24)
10-10-5109 Worker's Comp	9,918.25	633.11	9,285.14	19,789.25	7,597.37	260.48%	(12,191.88)
10-10-5110 Texas Workforce Commission	0.00	42.00	(42.00)	18.00	504.00	3.57%	486.00
10-10-5111 Vehicle Allowance	830.76	600.00	230.76	4,153.80	7,200.00	57.69%	3,046.20
10-10-5112 457(b) Reimbursement	1,200.00	875.00	325.00	5,600.00	10,500.00	53.33%	4,900.00
10-10-5114 Benefits Admin Fees	55.50	12.00	43.50	11.10	144.00	7.71%	132.90
10-10-5115 Longevity Pay	0.00	25.00	(25.00)	240.00	300.00	80.00%	60.00
10-10-5121 Payroll Expense/Direct	0.00	83.33	(83.33)	70.10	1,000.00	7.01%	929.90
10-10-5201 Legal Services	15,166.03	7,916.67	7,249.36	68,149.20	95,000.00	71.74%	26,850.80
10-10-5202 Audit Services	0.00	2,500.00	(2,500.00)	31,000.00	30,000.00	103.33%	(1,000.00)
10-10-5206 Professional Services	4,922.15	2,166.67	2,755.48	19,496.35	26,000.00	74.99%	6,503.65
10-10-5210 Election Expenses	0.00	666.67	(666.67)	1,500.00	8,000.00	18.75%	6,500.00
10-10-5211 Bank Fees	0.00	8.33	(8.33)	50.00	100.00	50.00%	50.00
10-10-5212 Credit Card Processing Fees	0.00	208.33	(208.33)	8,056.43	2,500.00	322.26%	(5,556.43)
10-10-5213 Legal Notices Expense	0.00	583.33	(583.33)	4,018.30	7,000.00	57.40%	2,981.70
10-10-5214 Advertising/Printing Expense	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5215 BCAD Fee	0.00	1,791.67	(1,791.67)	13,138.35	21,500.00	61.11%	8,361.65
10-10-5217 Professional Cleaning Services	900.00	1,416.67	(516.67)	4,830.00	17,000.00	28.41%	12,170.00
10-10-5221 Website Adminstration	0.00	458.33	(458.33)	3,792.99	5,500.00	68.96%	1,707.01
10-10-5223 Training & Travel	199.95	750.00	(550.05)	4,888.44	9,000.00	54.32%	4,111.56
10-10-5224 Dues & Subscriptions	775.04	225.00	550.04	2,700.80	2,700.00	100.03%	(0.80)

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10 - General Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-10-5225 Seminars/BCCA	150.00	250.00	(100.00)	545.00	3,000.00	18.17%	2,455.00
10-10-5227 Legislative Affairs	0.00	166.67	(166.67)	0.00	2,000.00	0.00%	2,000.00
10-10-5228 Tax Appraisal & Collection	0.00	8.33	(8.33)	0.00	100.00	0.00%	100.00
10-10-5301 Office Supplies	477.74	1,166.67	(688.93)	3,321.07	14,000.00	23.72%	10,678.93
10-10-5303 Public Education & Training	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-10-5309 Uniforms	0.00	166.67	(166.67)	181.88	2,000.00	9.09%	1,818.12
10-10-5310 Postage	305.92	41.67	264.25	827.47	500.00	165.49%	(327.47)
10-10-5311 Building Repairs &	1,221.99	1,000.00	221.99	16,317.72	12,000.00	135.98%	(4,317.72)
10-10-5312 Staff Recognition	0.00	166.67	(166.67)	(190.35)	2,000.00	(9.52%)	2,190.35
10-10-5314 Computer & Technology	650.00	1,250.00	(600.00)	1,125.00	15,000.00	7.50%	13,875.00
10-10-5315 Computer Software/License	197.99	666.67	(468.68)	11,268.26	8,000.00	140.85%	(3,268.26)
10-10-5317 Equipment & Other Rentals	0.00	541.67	(541.67)	1,681.30	6,500.00	25.87%	4,818.70
10-10-5329 Mayor's Special Expense	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-10-5330 Miscellaneous	0.00	83.33	(83.33)	890.63	1,000.00	89.06%	109.37
10-10-5401 Utilities - Electricity	679.79	583.33	96.46	4,527.36	7,000.00	64.68%	2,472.64
10-10-5403 Utilities - Telephone	1,060.68	1,333.33	(272.65)	8,884.25	16,000.00	55.53%	7,115.75
10-10-5405 Insurance - Liability & Prop	(257.00)	666.67	(923.67)	2,466.67	8,000.00	30.83%	5,533.33
10-10-5406 Insurance - Windstorm	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
10-10-5407 Insurance - Vehicles	0.00	83.33	(83.33)	0.00	1,000.00	0.00%	1,000.00
Administration Totals	69,136.04	55,037.32	14,098.72	408,949.78	660,447.96	61.92%	251,498.18

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10 - General Fund **Finance**	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-15-5101 Salaries - Full Time	9,120.00	6,718.40	2,401.60	45,600.00	80,620.80	56.56%	35,020.80
10-15-5106 Social Security/Medicare	693.18	513.96	179.22	3,461.49	6,167.49	56.12%	2,706.00
10-15-5107 TMRS	820.80	604.66	216.14	4,636.82	7,255.87	63.90%	2,619.05
10-15-5108 Health & Life Insurance	638.74	616.67	22.07	3,494.17	7,400.00	47.22%	3,905.83
10-15-5109 Worker's Comp	0.00	238.64	(238.64)	0.00	2,863.65	0.00%	2,863.65
10-15-5110 Texas Workforce Commission	0.00	21.00	(21.00)	9.00	252.00	3.57%	243.00
10-15-5114 Benefits Admin Fees	7.40	12.00	(4.60)	11.10	144.00	7.71%	132.90
10-15-5115 Longevity Pay	0.00	5.00	(5.00)	60.00	60.00	100.00%	0.00
10-15-5223 Training & Travel	250.00	166.67	83.33	500.00	2,000.00	25.00%	1,500.00
10-15-5224 Dues & Subscriptions	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-15-5301 Office Supplies	95.98	83.33	12.65	680.63	1,000.00	68.06%	319.37
10-15-5310 Postage	22.92	16.67	6.25	313.29	200.00	156.65%	(113.29)
10-15-5314 Computer & Technology	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
10-15-5315 Computer Software/License	0.00	1,666.67	(1,666.67)	27,250.00	20,000.00	136.25%	(7,250.00)
Finance Totals	11,649.02	10,705.34	943.68	86,016.50	128,463.81	66.96%	42,447.31

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10 - General Fund **Police**	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5101 Salaries - Full Time	67,962.90	62,577.08	5,385.82	327,695.99	750,925.02	43.64%	423,229.03
10-20-5104 Salaries - Overtime	1,854.92	1,041.67	813.25	15,606.56	12,500.00	124.85%	(3,106.56)
10-20-5106 Social Security/Medicare	5,448.31	4,787.15	661.16	26,644.91	57,445.76	46.38%	30,800.85
10-20-5107 TMRS	6,518.29	5,631.94	886.35	35,854.34	67,583.25	53.05%	31,728.91
10-20-5108 Health & Life Insurance	6,148.64	8,325.00	(2,176.36)	32,365.50	99,900.00	32.40%	67,534.50
10-20-5109 Worker's Comp	0.00	2,778.42	(2,778.42)	8,079.00	33,341.07	24.23%	25,262.07
10-20-5110 Texas Workforce Commission	1.83	294.00	(292.17)	438.23	3,528.00	12.42%	3,089.77
10-20-5114 Benefits Admin Fees	51.80	84.00	(32.20)	77.70	1,008.00	7.71%	930.30
10-20-5115 Longevity Pay	0.00	70.00	(70.00)	720.00	840.00	85.71%	120.00
10-20-5117 Certificate Pay	2,607.71	1,340.62	1,267.09	11,526.96	16,087.50	71.65%	4,560.54
10-20-5206 Professional Services	94.00	583.33	(489.33)	6,574.63	7,000.00	93.92%	425.37
10-20-5222 Investigations	0.00	250.00	(250.00)	627.00	3,000.00	20.90%	2,373.00
10-20-5223 Training & Travel	296.00	416.67	(120.67)	2,604.86	5,000.00	52.10%	2,395.14
10-20-5224 Dues & Subscriptions	0.00	125.00	(125.00)	525.00	1,500.00	35.00%	975.00
10-20-5230 Radio Service	0.00	333.33	(333.33)	5,147.44	4,000.00	128.69%	(1,147.44)
10-20-5231 Recruiting & Hiring Expense	0.00	125.00	(125.00)	815.00	1,500.00	54.33%	685.00
10-20-5301 Office Supplies	0.00	250.00	(250.00)	1,468.41	3,000.00	48.95%	1,531.59
10-20-5309 Uniforms	651.89	666.67	(14.78)	3,330.29	8,000.00	41.63%	4,669.71
10-20-5310 Postage	51.08	8.33	42.75	58.41	100.00	58.41%	41.59
10-20-5311 Building Repairs &	0.00	166.67	(166.67)	277.72	2,000.00	13.89%	1,722.28
10-20-5313 Fuel Expense	0.00	2,500.00	(2,500.00)	18,131.65	30,000.00	60.44%	11,868.35
10-20-5314 Computer & Technology	0.00	1,666.67	(1,666.67)	8,404.68	20,000.00	42.02%	11,595.32
10-20-5319 Vehicle Repairs & Maintenance	0.00	833.33	(833.33)	8,883.85	10,000.00	88.84%	1,116.15
10-20-5328 Small Tools & Minor	0.00	583.33	(583.33)	2,355.12	7,000.00	33.64%	4,644.88
10-20-5330 Miscellaneous	3,095.25	166.67	2,928.58	3,640.47	2,000.00	182.02%	(1,640.47)
10-20-5404 Mobile Technology Expense	1,889.89	500.00	1,389.89	5,094.78	6,000.00	84.91%	905.22

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10 - General Fund **Police**	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-20-5405 Insurance - Liability & Prop	0.00	666.67	(666.67)	3,856.50	8,000.00	48.21%	4,143.50
10-20-5407 Insurance - Vehicles	0.00	583.33	(583.33)	4,636.00	7,000.00	66.23%	2,364.00
10-20-5410 Vehicle Replacement Fund	0.00	4,083.33	(4,083.33)	0.00	49,000.00	0.00%	49,000.00
Police Totals	96,672.51	101,438.21	(4,765.70)	535,441.00	1,217,258.60	43.99%	681,817.60

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10 - General Fund **Animal Control**	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-21-5101 Salaries - Full Time	5,042.40	3,714.58	1,327.82	25,212.00	44,575.02	56.56%	19,363.02
10-21-5104 Salaries - Overtime	0.00	83.33	(83.33)	441.28	1,000.00	44.13%	558.72
10-21-5106 Social Security/Medicare	378.74	284.17	94.57	1,918.03	3,409.99	56.25%	1,491.96
10-21-5107 TMRS	453.81	334.31	119.50	2,624.58	4,011.75	65.42%	1,387.17
10-21-5108 Health & Life Insurance	586.92	616.67	(29.75)	3,465.85	7,400.00	46.84%	3,934.15
10-21-5109 Worker's Comp	0.00	131.94	(131.94)	1,524.00	1,583.30	96.25%	59.30
10-21-5110 Texas Workforce Commission	0.00	21.00	(21.00)	9.00	252.00	3.57%	243.00
10-21-5114 Benefits Admin Fees	7.40	6.00	1.40	11.10	72.00	15.42%	60.90
10-21-5115 Longevity Pay	0.00	5.00	(5.00)	60.00	60.00	100.00%	0.00
10-21-5223 Training & Travel	175.00	125.00	50.00	1,057.89	1,500.00	70.53%	442.11
10-21-5224 Dues & Subscriptions	0.00	25.00	(25.00)	91.95	300.00	30.65%	208.05
10-21-5229 Contractual Services	0.00	208.33	(208.33)	535.00	2,500.00	21.40%	1,965.00
10-21-5301 Office Supplies	0.00	16.67	(16.67)	151.64	200.00	75.82%	48.36
10-21-5309 Uniforms	0.00	41.67	(41.67)	323.44	500.00	64.69%	176.56
10-21-5310 Postage	0.00	16.67	(16.67)	19.61	200.00	9.81%	180.39
10-21-5313 Fuel Expense	0.00	83.33	(83.33)	808.50	1,000.00	80.85%	191.50
10-21-5319 Vehicle Repairs & Maintenance	0.00	83.33	(83.33)	36.08	1,000.00	3.61%	963.92
10-21-5328 Small Tools & Minor	178.60	25.00	153.60	277.71	300.00	92.57%	22.29
10-21-5407 Insurance - Vehicles	0.00	83.33	(83.33)	339.50	1,000.00	33.95%	660.50
10-21-5410 Vehicle Replacement Fund	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00
Animal Control Totals	6,822.87	6,488.66	334.21	38,907.16	77,864.06	49.97%	38,956.90

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

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10 - General Fund **Municipal Court**	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-25-5101 Salaries - Full Time	10,677.84	7,805.72	2,872.12	53,295.58	93,668.64	56.90%	40,373.06
10-25-5104 Salaries - Overtime	0.00	166.67	(166.67)	233.01	2,000.00	11.65%	1,766.99
10-25-5106 Social Security/Medicare	814.65	597.14	217.51	4,062.91	7,165.65	56.70%	3,102.74
10-25-5107 TMRS	973.45	702.52	270.93	5,514.79	8,430.18	65.42%	2,915.39
10-25-5108 Health & Life Insurance	1,160.80	1,233.33	(72.53)	6,887.97	14,800.00	46.54%	7,912.03
10-25-5109 Worker's Comp	0.00	277.26	(277.26)	0.00	3,327.11	0.00%	3,327.11
10-25-5110 Texas Workforce Commission	1.05	42.00	(40.95)	18.00	504.00	3.57%	486.00
10-25-5114 Benefits Admin Fees	14.80	12.00	2.80	22.20	144.00	15.42%	121.80
10-25-5115 Longevity Pay	0.00	5.00	(5.00)	60.00	60.00	100.00%	0.00
10-25-5117 Certificate Pay	138.45	100.00	38.45	692.25	1,200.00	57.69%	507.75
10-25-5203 Attorney/Prosecutor Fees	2,562.50	4,166.67	(1,604.17)	29,150.00	50,000.00	58.30%	20,850.00
10-25-5209 Judge Fees	1,618.75	1,666.67	(47.92)	11,418.75	20,000.00	57.09%	8,581.25
10-25-5220 Interpreter Services	0.00	125.00	(125.00)	266.90	1,500.00	17.79%	1,233.10
10-25-5223 Training & Travel	450.00	83.33	366.67	755.00	1,000.00	75.50%	245.00
10-25-5301 Office Supplies	784.25	250.00	534.25	1,647.69	3,000.00	54.92%	1,352.31
10-25-5308 Jury Trial Expense	0.00	125.00	(125.00)	685.82	1,500.00	45.72%	814.18
10-25-5309 Uniforms	0.00	41.67	(41.67)	32.00	500.00	6.40%	468.00
10-25-5310 Postage	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-25-5315 Computer Software/License	0.00	566.67	(566.67)	2,744.00	6,800.00	40.35%	4,056.00
Municipal Court Totals	19,196.54	18,008.32	1,188.22	117,486.87	216,099.58	54.37%	98,612.71

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10 - General Fund **Public Works**	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-30-5101 Salaries - Full Time	6,888.00	5,074.16	1,813.84	34,640.90	60,889.92	56.89%	26,249.02
10-30-5104 Salaries - Overtime	344.40	333.33	11.07	2,174.04	4,000.00	54.35%	1,825.96
10-30-5106 Social Security/Medicare	548.79	388.17	160.62	2,789.45	4,658.08	59.88%	1,868.63
10-30-5107 TMRS	650.91	456.67	194.24	3,763.19	5,480.09	68.67%	1,716.90
10-30-5108 Health & Life Insurance	568.26	616.67	(48.41)	3,388.45	7,400.00	45.79%	4,011.55
10-30-5109 Worker's Comp	0.00	180.23	(180.23)	2,711.00	2,162.81	125.35%	(548.19)
10-30-5110 Texas Workforce Commission	0.00	21.00	(21.00)	9.00	252.00	3.57%	243.00
10-30-5114 Benefits Admin Fees	3.70	6.00	(2.30)	3.70	72.00	5.14%	68.30
10-30-5115 Longevity Pay	0.00	5.00	(5.00)	60.00	60.00	100.00%	0.00
10-30-5219 Roads, Bridges & Drainage	0.00	27,083.33	(27,083.33)	0.00	325,000.00	0.00%	325,000.00
10-30-5229 Contractual Services	0.00	5,416.67	(5,416.67)	22,879.86	65,000.00	35.20%	42,120.14
10-30-5301 Office Supplies	229.30	416.67	(187.37)	1,623.57	5,000.00	32.47%	3,376.43
10-30-5306 Building Materials & Supplies	50.00	0.00	50.00	490.00	0.00	0.00%	(490.00)
10-30-5309 Uniforms	0.00	83.33	(83.33)	593.18	1,000.00	59.32%	406.82
10-30-5313 Fuel Expense	0.00	333.33	(333.33)	1,953.69	4,000.00	48.84%	2,046.31
10-30-5317 Equipment & Other Rentals	0.00	1,250.00	(1,250.00)	0.00	15,000.00	0.00%	15,000.00
10-30-5319 Vehicle Repairs & Maintenance	150.97	250.00	(99.03)	355.61	3,000.00	11.85%	2,644.39
10-30-5321 Public Works Maintenance	250.00	1,666.67	(1,416.67)	8,274.40	20,000.00	41.37%	11,725.60
10-30-5322 Special Road Work	0.00	1,250.00	(1,250.00)	9,305.50	15,000.00	62.04%	5,694.50
10-30-5328 Small Tools & Minor	617.98	666.67	(48.69)	617.98	8,000.00	7.72%	7,382.02
10-30-5331 Signs & Postings	1,196.15	666.67	529.48	2,498.32	8,000.00	31.23%	5,501.68
10-30-5407 Insurance - Vehicles	0.00	83.33	(83.33)	339.50	1,000.00	33.95%	660.50
10-30-5410 Vehicle Replacement Fund	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00
Public Works Totals	11,498.46	46,831.23	(35,332.77)	98,471.34	561,974.90	17.52%	463,503.56

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10 - General Fund **Parks & Recreation**	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-32-5229 Contractual Services	0.00	2,750.00	(2,750.00)	21,400.00	33,000.00	64.85%	11,600.00
10-32-5301 Office Supplies	74.72	208.33	(133.61)	74.72	2,500.00	2.99%	2,425.28
10-32-5309 Uniforms	0.00	83.33	(83.33)	148.00	1,000.00	14.80%	852.00
10-32-5323 Park Improvements	40.13	2,916.67	(2,876.54)	1,839.13	35,000.00	5.25%	33,160.87
10-32-5324 Park Maintenance	3,198.30	5,833.33	(2,635.03)	38,849.38	70,000.00	55.50%	31,150.62
10-32-5331 Signs & Postings	257.50	41.67	215.83	257.50	500.00	51.50%	242.50
Parks & Recreation Totals	3,570.65	11,833.33	(8,262.68)	62,568.73	142,000.00	44.06%	79,431.27

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10 - General Fund **Community Development**	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-35-5101 Salaries - Full Time	5,042.41	3,624.40	1,418.01	24,967.21	43,492.80	57.41%	18,525.59
10-35-5104 Salaries - Overtime	94.53	125.00	(30.47)	289.80	1,500.00	19.32%	1,210.20
10-35-5106 Social Security/Medicare	388.49	277.27	111.22	1,914.51	3,327.20	57.54%	1,412.69
10-35-5107 TMRS	462.32	326.20	136.12	2,581.69	3,914.35	65.95%	1,332.66
10-35-5108 Health & Life Insurance	574.67	616.67	(42.00)	3,401.27	7,400.00	45.96%	3,998.73
10-35-5109 Worker's Comp	0.00	128.74	(128.74)	0.00	1,544.86	0.00%	1,544.86
10-35-5110 Texas Workforce Commission	0.00	21.00	(21.00)	9.00	252.00	3.57%	243.00
10-35-5114 Benefits Admin Fees	3.70	6.00	(2.30)	7.40	72.00	10.28%	64.60
10-35-5115 Longevity Pay	0.00	20.00	(20.00)	180.00	240.00	75.00%	60.00
10-35-5206 Professional Services	0.00	4,208.33	(4,208.33)	0.00	50,500.00	0.00%	50,500.00
10-35-5208 Engineering Services	76,320.57	40,833.33	35,487.24	325,564.30	490,000.00	66.44%	164,435.70
10-35-5301 Office Supplies	233.58	83.33	150.25	616.58	1,000.00	61.66%	383.42
10-35-5309 Uniforms	0.00	41.67	(41.67)	0.00	500.00	0.00%	500.00
10-35-5315 Computer Software/License	0.00	1,166.67	(1,166.67)	25,040.00	14,000.00	178.86%	(11,040.00)
10-35-5411 TIF Fund/MUD 31 Payable	0.00	194,666.67	(194,666.67)	983,512.82	2,336,000.00	42.10%	1,352,487.18
Community Development Totals	83,120.27	246,145.28	(163,025.01)	1,368,084.58	2,953,743.21	46.32%	1,585,658.63

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10 - General Fund **Fire Marshal/Building Official**	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-36-5101 Salaries - Full Time	10,065.69	7,415.06	2,650.63	50,328.47	88,980.72	56.56%	38,652.25
10-36-5106 Social Security/Medicare	728.11	567.25	160.86	3,588.99	6,807.03	52.72%	3,218.04
10-36-5107 TMRS	905.91	667.36	238.55	5,116.97	8,008.26	63.90%	2,891.29
10-36-5108 Health & Life Insurance	915.97	616.67	299.30	4,569.92	7,400.00	61.76%	2,830.08
10-36-5109 Worker's Comp	0.00	263.38	(263.38)	2,605.00	3,160.60	82.42%	555.60
10-36-5110 Texas Workforce Commission	0.00	21.00	(21.00)	9.00	252.00	3.57%	243.00
10-36-5114 Benefits Admin Fees	0.00	6.00	(6.00)	0.00	72.00	0.00%	72.00
10-36-5115 Longevity Pay	0.00	0.00	0.00	60.00	0.00	0.00%	(60.00)
10-36-5207 Building Inspector	24,615.00	25,000.00	(385.00)	188,335.00	300,000.00	62.78%	111,665.00
10-36-5223 Training & Travel	100.02	333.33	(233.31)	1,787.67	4,000.00	44.69%	2,212.33
10-36-5224 Dues & Subscriptions	902.00	333.33	568.67	2,622.82	4,000.00	65.57%	1,377.18
10-36-5301 Office Supplies	0.00	41.67	(41.67)	889.05	500.00	177.81%	(389.05)
10-36-5303 Public Education & Training	0.00	250.00	(250.00)	0.00	3,000.00	0.00%	3,000.00
10-36-5307 Investigation Supplies	15.50	83.33	(67.83)	15.50	1,000.00	1.55%	984.50
10-36-5309 Uniforms	0.00	83.33	(83.33)	75.00	1,000.00	7.50%	925.00
10-36-5310 Postage	0.00	16.67	(16.67)	0.00	200.00	0.00%	200.00
10-36-5313 Fuel Expense	0.00	166.67	(166.67)	1,517.41	2,000.00	75.87%	482.59
10-36-5319 Vehicle Repairs & Maintenance	0.00	125.00	(125.00)	0.00	1,500.00	0.00%	1,500.00
10-36-5328 Small Tools & Minor	299.00	166.67	132.33	851.06	2,000.00	42.55%	1,148.94
10-36-5407 Insurance - Vehicles	0.00	83.33	(83.33)	696.00	1,000.00	69.60%	304.00
10-36-5410 Vehicle Replacement Fund	0.00	583.33	(583.33)	0.00	7,000.00	0.00%	7,000.00
Fire Marshal/Building Official Totals	38,547.20	36,823.38	1,723.82	263,067.86	441,880.61	59.53%	178,812.75

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10 - General Fund **Capital and Planning Projects**	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
10-90-5620 Building Purchase,	31,085.54	31,666.67	(581.13)	472,409.68	380,000.00	124.32%	(92,409.68)
Capital and Planning Projects Totals	31,085.54	31,666.67	(581.13)	472,409.68	380,000.00	124.32%	(92,409.68)
Expense Totals	371,299.10	565,894.41	(194,595.31)	3,451,403.50	6,790,732.73	50.83%	3,339,329.23

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20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Sales Tax	13,915.56	0.00	13,915.56	137,268.28	0.00	0.00%	(137,268.28)
Revenue Totals	13,915.56	0.00	13,915.56	137,268.28	0.00	0.00%	(137,268.28)
Expense Summary							
Personnel Services	0.00	416.67	(416.67)	953.16	5,000.00	19.06%	4,046.84
Professional/Contract Services	0.00	1,250.00	(1,250.00)	0.00	15,000.00	0.00%	15,000.00
Materials & Supplies	0.00	1,666.67	(1,666.67)	4,195.41	20,000.00	20.98%	15,804.59
Capital Outlay	0.00	11,666.67	(11,666.67)	0.00	140,000.00	0.00%	140,000.00
Expense Totals	0.00	15,000.01	(15,000.01)	5,148.57	180,000.00	2.86%	174,851.43

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20 - Crime Control and Prevention District Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Sales Tax							
20-4112 CCPD - Sales Tax	13,915.56	0.00	13,915.56	137,268.28	0.00	0.00%	(137,268.28)
Sales Tax Totals	13,915.56	0.00	13,915.56	137,268.28	0.00	0.00%	(137,268.28)
Revenue Totals	13,915.56	0.00	13,915.56	137,268.28	0.00	0.00%	(137,268.28)

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20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	11,666.67	(11,666.67)	0.00	140,000.00	0.00%	140,000.00
Materials & Supplies	0.00	1,666.67	(1,666.67)	4,195.41	20,000.00	20.98%	15,804.59
Personnel Services	0.00	416.67	(416.67)	953.16	5,000.00	19.06%	4,046.84
Professional/Contract Services	0.00	1,250.00	(1,250.00)	0.00	15,000.00	0.00%	15,000.00
Police Totals	0.00	15,000.01	(15,000.01)	5,148.57	180,000.00	2.86%	174,851.43
Expense Total	0.00	15,000.01	(15,000.01)	5,148.57	180,000.00	2.86%	174,851.43

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20 - Crime Control and Prevention Dist Police	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
20-20-5104 Salaries - Overtime	0.00	416.67	(416.67)	953.16	5,000.00	19.06%	4,046.84
20-20-5222 Investigations	0.00	416.67	(416.67)	0.00	5,000.00	0.00%	5,000.00
20-20-5223 Training & Travel	0.00	833.33	(833.33)	0.00	10,000.00	0.00%	10,000.00
20-20-5301 Office Supplies	0.00	500.00	(500.00)	2,670.05	6,000.00	44.50%	3,329.95
20-20-5314 Computer & Technology	0.00	416.67	(416.67)	982.00	5,000.00	19.64%	4,018.00
20-20-5317 Equipment & Other Rentals	0.00	333.33	(333.33)	0.00	4,000.00	0.00%	4,000.00
20-20-5330 Miscellaneous	0.00	416.67	(416.67)	543.36	5,000.00	10.87%	4,456.64
20-20-5650 Vehicles & Machinery	0.00	11,666.67	(11,666.67)	0.00	140,000.00	0.00%	140,000.00
Police Totals	0.00	15,000.01	(15,000.01)	5,148.57	180,000.00	2.86%	174,851.43
Expense Totals	0.00	15,000.01	(15,000.01)	5,148.57	180,000.00	2.86%	174,851.43

Copy

City of Iowa Colony
Financial Statement
As of April 30, 2022

30 - Capital Improvements Plan Fund (Debt Service)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary							
Debt Service	0.00	8,250.00	(8,250.00)	11,985.00	99,000.00	12.11%	87,015.00
Expense Totals	0.00	8,250.00	(8,250.00)	11,985.00	99,000.00	12.11%	87,015.00

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City of Iowa Colony
Financial Statement
As of April 30, 2022

30 - Capital Improvements Plan Fund Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Debt Service	0.00	8,250.00	(8,250.00)	11,985.00	99,000.00	12.11%	87,015.00
Adminstration Totals	0.00	8,250.00	(8,250.00)	11,985.00	99,000.00	12.11%	87,015.00
Expense Total	0.00	8,250.00	(8,250.00)	11,985.00	99,000.00	12.11%	87,015.00

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City of Iowa Colony
Financial Statement
As of April 30, 2022

30 - Capital Improvements Plan Fund (Adminstration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
30-10-5501 Debt Principal	0.00	6,250.00	(6,250.00)	0.00	75,000.00	0.00%	75,000.00
30-10-5511 Interest on Bonds	0.00	0.00	0.00	11,985.00	0.00	0.00%	(11,985.00)
30-10-5513 Interest on Debt	0.00	2,000.00	(2,000.00)	0.00	24,000.00	0.00%	24,000.00
Adminstration Totals	0.00	8,250.00	(8,250.00)	11,985.00	99,000.00	12.11%	87,015.00
Expense Totals	0.00	8,250.00	(8,250.00)	11,985.00	99,000.00	12.11%	87,015.00

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City of Iowa Colony
Financial Statement
As of April 30, 2022

35 - Capital Improvements Plan Fund (Local)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Miscellaneous	0.00	0.00	0.00	100,000.00	0.00	0.00%	(100,000.00)
Revenue Totals	0.00	0.00	0.00	100,000.00	0.00	0.00%	(100,000.00)
Expense Summary							
Professional/Contract Services	25,642.75	0.00	25,642.75	25,642.75	0.00	0.00%	(25,642.75)
Capital Outlay	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
Expense Totals	25,642.75	2,916.67	22,726.08	25,642.75	35,000.00	73.27%	9,357.25

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City of Iowa Colony
Financial Statement
As of April 30, 2022

35 - Capital Improvements Plan Fund (Local)	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Miscellaneous							
35-4802 TWDB	0.00	0.00	0.00	100,000.00	0.00	0.00%	(100,000.00)
Miscellaneous Totals	0.00	0.00	0.00	100,000.00	0.00	0.00%	(100,000.00)
Revenue Totals	0.00	0.00	0.00	100,000.00	0.00	0.00%	(100,000.00)

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City of Iowa Colony
Financial Statement
As of April 30, 2022

35 - Capital Improvements Plan Fund Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Capital Outlay	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
Professional/Contract Services	25,642.75	0.00	25,642.75	25,642.75	0.00	0.00%	(25,642.75)
Administration Totals	25,642.75	2,916.67	22,726.08	25,642.75	35,000.00	73.27%	9,357.25
Expense Total	25,642.75	2,916.67	22,726.08	25,642.75	35,000.00	73.27%	9,357.25

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City of Iowa Colony
Financial Statement
As of April 30, 2022

35 - Capital Improvements Plan Fund (Administration	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
35-10-5208 Engineering Services	25,642.75	0.00	25,642.75	25,642.75	0.00	0.00%	(25,642.75)
35-10-5660 Contingency/Reserves	0.00	2,916.67	(2,916.67)	0.00	35,000.00	0.00%	35,000.00
Administration Totals	25,642.75	2,916.67	22,726.08	25,642.75	35,000.00	73.27%	9,357.25
Expense Totals	25,642.75	2,916.67	22,726.08	25,642.75	35,000.00	73.27%	9,357.25

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City of Iowa Colony
Financial Statement
As of April 30, 2022

40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	711.88	208.33	503.55	4,628.74	2,500.00	185.15%	(2,128.74)
Revenue Totals	711.88	208.33	503.55	4,628.74	2,500.00	185.15%	(2,128.74)
Expense Summary							
Materials & Supplies	0.00	0.00	0.00	119.98	0.00	0.00%	(119.98)
Expense Totals	0.00	0.00	0.00	119.98	0.00	0.00%	(119.98)

Copy

City of Iowa Colony
Financial Statement
As of April 30, 2022

40 - Court Technology Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
40-4707 Court Technology Fee	711.88	208.33	503.55	4,628.74	2,500.00	185.15%	(2,128.74)
Fines & Forfeitures Totals	711.88	208.33	503.55	4,628.74	2,500.00	185.15%	(2,128.74)
Revenue Totals	711.88	208.33	503.55	4,628.74	2,500.00	185.15%	(2,128.74)

Copy

City of Iowa Colony
Financial Statement
As of April 30, 2022

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

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City of Iowa Colony
Financial Statement
As of April 30, 2022

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

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City of Iowa Colony
Financial Statement
As of April 30, 2022

41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary							
Fines & Forfeitures	866.37	208.33	658.04	5,622.06	2,500.00	224.88%	(3,122.06)
Revenue Totals	866.37	208.33	658.04	5,622.06	2,500.00	224.88%	(3,122.06)

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City of Iowa Colony
Financial Statement
As of April 30, 2022

41 - Court Security Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Fines & Forfeitures							
41-4708 Court Security Fee	866.37	208.33	658.04	5,622.06	2,500.00	224.88%	(3,122.06)
Fines & Forfeitures Totals	866.37	208.33	658.04	5,622.06	2,500.00	224.88%	(3,122.06)
Revenue Totals	866.37	208.33	658.04	5,622.06	2,500.00	224.88%	(3,122.06)

Copy

IOWA COLONY
POLICE DEPARTMENT

12003 Iowa Colony Blvd.
Iowa Colony, Texas 77583

Aaron I. Bell
Chief of Police

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

Monthly Report
April 2022

Offense	March 2022	April 2022
Burglary	1	1
Theft	1	2
Robbery	0	0
Total Index Crimes Reported	2	3
Reports Taken		
Misdemeanor	8	16
Felony	8	5
Charges Filed/Arrests		
Misdemeanor	5	10
Felony	3	0
Outside Agency Warrant Arrest	2	1
Traffic Enforcement		
Citations	234	314
Warnings	38	62
Crash Investigations		
Minor Crashes	7	10
Major Crashes	2	3
Fatality Crashes	0	0
Calls for Service		
Alarms	37	39
Assist Other Agency	23	34
Disturbance	15	10
Other	108	148
Security Checks	132	53
Suspicious Activity/Persons	19	27

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Significant Events

- April 1 – Officer was dispatched to the area of SH 288 and Davenport Pkwy in reference to a reckless driver. Officer located the vehicle, conducted a traffic stop, and the driver of the vehicle was arrested for Driving While Intoxicated.
- April 6 – Officer was dispatched to the 4000 block of Watson Dr in reference to a theft. Approximately $5000 of material was stolen from several houses under construction. Case has been assigned to the Investigations Division.

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

- April 10 – Officer was dispatched to the 2700 block of Nickel Canyon Dr regarding a past disturbance. A report was taken, and two warrants were later issued for the suspect. The suspect was later located and arrested.
- April 16 – Officer was dispatched to the 9700 block of Clear Diamond Dr in reference to a burglary of a vehicle. The vehicle owner left his pistol in the passenger seat of the vehicle, in plain view, and the next morning found his vehicle had been broken into. Case has been assigned to the Investigations Division.
- April 23 – Officer was dispatched to the 9400 block of Ivory Trail Ln in reference to a disturbance. A report was taken, and a warrant was later issued for the suspect.
- April 23 – Officer conducted a traffic stop on a vehicle at Meridiana Pkwy and SH 288. During the vehicle stop, it was determined that the driver of the vehicle was possibly in violation of a previous Protective Order relating to family violence. After an investigation and consultation with the District Attorney's Office, a warrant was issued for the driver of the vehicle for the violation of the protective order.
- April 30 – Officer was dispatched to the 3400 block of Delta Dr in reference to a disturbance. After an investigation, two warrants were issued for the suspect. He was later located and arrested.

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ADICO
CONSULTING ENGINEERS

MEMORANDUM

Date: May 11, 2022

To: Mayor Michael Byrum-Bratsen

City Council Members

From: Dinh V. Ho, P.E.

RE: COIC Council Meeting – May 2022 Engineer's Report

cc: Robert Hemminger, Kayleen Rosser

The following is a status report of various engineering items:

1. TxDOT Overpasses:
   - Construction will be let this summer for the overpasses.
   - Temporary traffic signal at SH 288 and Meridiana Parkway:
     i. Poles and signal heads are in. Awaiting confirmation on power and when they will be able to activate the signal heads.

2. ROADWAY REPAIRS
   - RR Crossing at ICB south of SH 6 is closed due to damages to the crossing. Brazoria County has completed adjustments to the grades at the crossing. BC has not received confirmation when the rail company will complete the tracks.
   - 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. We are awaiting confirmation on when they will start construction. Contractor is expected to start in June.
   - Interlocal with BC Agreement for FY 2021-2022 was approved 11/2021. Total estimate from BC: $278,390.34. Jeremy is awaiting a schedule from Brazoria County on when these improvements will be started.

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3. GRANTS UPDATE
   - TWBD- FIF GRANT – Master Drainage Plan
     i. The next Public Meeting is tentatively scheduled to be held on 6/1/2022.

   - AMES ROAD BRIDGE
     i. Project has been awarded to Wadecon Construction, LLC.
     ii. Contracts has been routed and will be signed upon Council approval.
     iii. Notice to Proceed to be issued after the pre-construction meeting.

4. Capital Improvement Projects
   - 2021 Waterline Extension
     i. Construction Documents plans is 60% complete. Expected to be completed by end of May 2022, subject to pipeline approvals.

5. CONSTRUCTION PROJECT STATUS:
   A. MERIDIANA SUBDIVISION – RISE COMMUNITIES
   - Active construction projects
     - WFCB Detention Basin O and P and Earthwork – 75%
     - Merdiana 68 – 90% complete. Awaiting completion of punch list.
     - Meridiana 57 – 85% complete.
     - Meridiana 58A – 80% complete.
     - Pursley Blvd. Ph 6 – 65% storm complete, water line 80% complete, sanitary 50%.

B. STERLING LAKES – LAND TEJAS

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

C. SIERRA VISTA - LAND TEJAS

- Active construction projects
    - **Meridiana Parkway Traffic Signal**
        - Centerpoint has completed the power adjustments on the northside of Meridiana.
        - Karsten signal is expected is mostly completed. Centerpoint is scheduled to set meters for power in the next couple of weeks. Substantial completion is expected by end of May.
        - Signal and Sterling Lake Drive/Sierra Vista Drive is scheduled for final completion mid to late June.

D. SIERRA VISTA WEST - LAND TEJAS

- Active construction projects:
    - Sierra Vista West Mass Grading and Detention Phase II – Awaiting final walk.
    - BCMUD 53 WWTP- 95% complete. Awaiting punch list completion.
    - BCMUD 53 Offsite Lift Station – 95% complete. Awaiting punch list completion.
    - BCMUD 53 Lift Station No. 2 – 40% complete.
    - Sierra Vista West Section 8 – Awaiting closeout docs.
    - Sierra Vista West Section 9 – Awaiting punch list item completion.
    - Sierra Vista West Ph II B Excavation and Grading – 45% complete
    - Sierra Vista West Section 10 – 85% complete.

E. STERLING LAKES NORTH

- Active construction projects:
    - Sterling Lakes North Detention Basin – 75% complete.

F. OTHER CONSTRUCTION PROJECTS

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

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

Copy

City of Iowa Colony
Cumulative Report

2022 May 7 Constitutional Amendment & Joint Local

Run Time 9:37 PM
Run Date 05/07/2022

Brazoria County

Constitutional Amendment and Joint Local Election

5/7/2022

Unofficial Results

Registered Voters
317 of 5474 = 5.79%

Polling Places Reporting
37 of 37 = 100.00%

Council Position 1

Choice	Party	Absentee		Early Voting		Election Day		Total	
Sydney Hargroder		9	40.91%	69	46.62%	70	53.44%	148	49.17%
McLean A. Barnett		13	59.09%	79	53.38%	61	46.56%	153	50.83%
	Cast Votes:	22	100.00%	148	100.00%	131	100.00%	301	100.00%
	Undervotes:	0		13		3		16	
	Overvotes:	0		0		0		0	

Council Position 2

Choice	Party	Absentee		Early Voting		Election Day		Total	
Arnetta Murray		22	100.00%	115	100.00%	108	100.00%	245	100.00%
	Cast Votes:	22	100.00%	115	100.00%	108	100.00%	245	100.00%
	Undervotes:	0		46		26		72	
	Overvotes:	0		0		0		0	

Council Position 3

Choice	Party	Absentee		Early Voting		Election Day		Total	
Marquette Greene-Young		21	100.00%	114	100.00%	108	100.00%	243	100.00%
	Cast Votes:	21	100.00%	114	100.00%	108	100.00%	243	100.00%
	Undervotes:	1		47		26		74	
	Overvotes:	0		0		0		0	

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*** End of report ***

x

[redacted]

[redacted]

WASIM@USGLOBAL

NORTH WEST CORNER OF MERIDI

A0289 H T & B R R

2.241 ACRE IN SEC 57, H.T.B & RI

8/14/ BRAZORIA COU

69

Copy

UDC SECTION 3

Requesting variance to the 15' landscaping setba
The drive-thru has been pushed to the farthest
Also this layout helps to achieve desired numbe
the c-store and restaurant traffic well separated

UDC SECTION

Requesting variance for setback from Karstel Blvd.
bordered by two major arterial roads on east and
achive the building's desired size and orientation

SITE, LANDSCAPE

03.01

02.1

SCALE: 1" = 30'

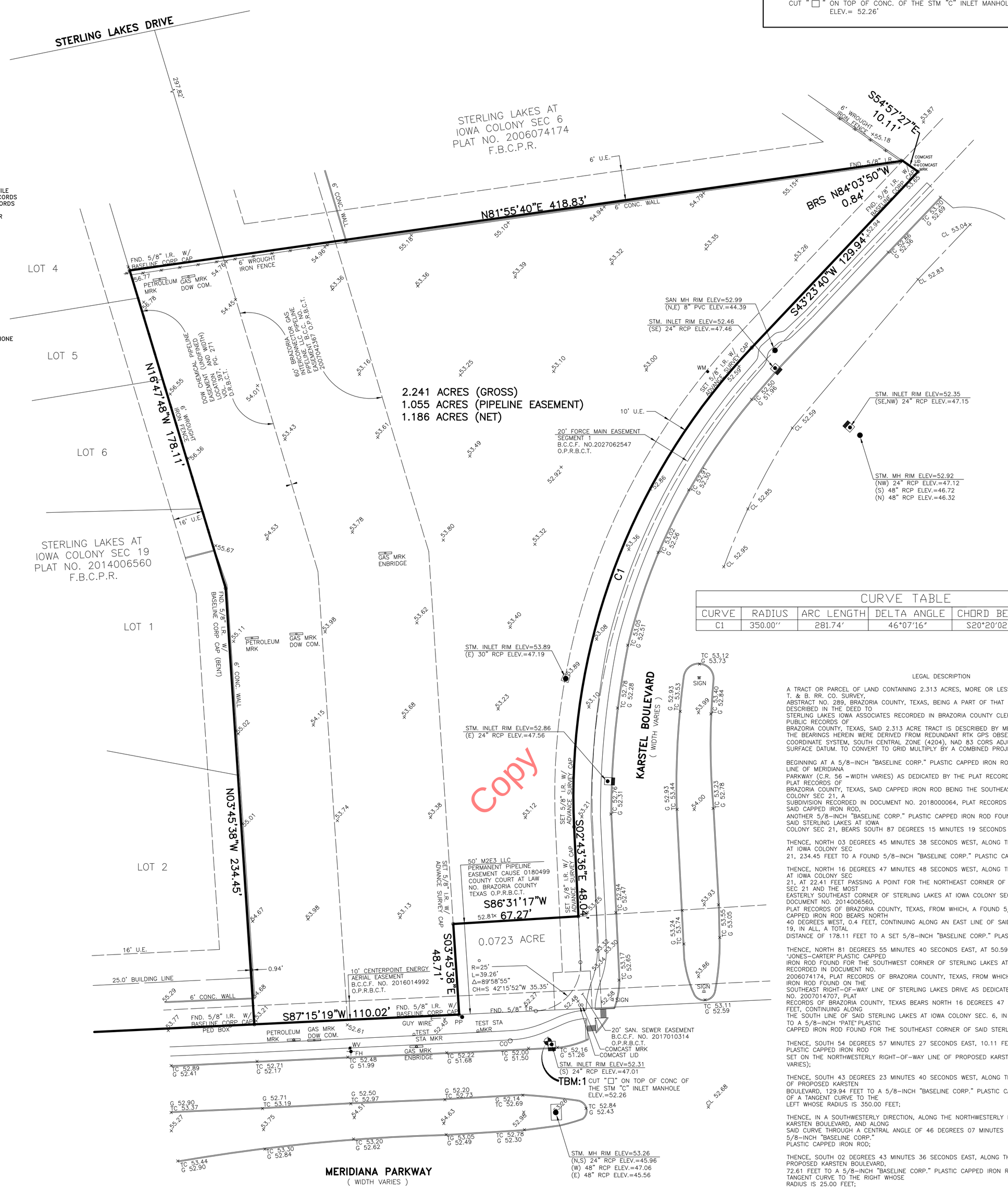
BENCHMARK:

BENCHMARK NO. CB2 IS A BRASS CAP STAMPED 'CB-2' SET IN THE NORTH SIDE OF COUNTY ROAD 81 BRIDGE OVER WEST FORK CHOCOLATE BAYOU, AT STREAM CENTERLINE, IN KEY MAP 652X, NEAR UNIT CB100-00-00 ELEV. 56.51' NAVD 88, 2001 ADJUSTMENT

TBM:1

CUT "□" ON TOP OF CONC. OF THE STM "C" INLET MANHOLE
ELEV.= 52.26'

LEGEND:
AC. – ACRES
A/C – AIR CONDITION
A.E. – AERIAL EASEMENT
B.L. – BUILDING LINE
BLDG. – BUILDING
BO. – BOLLARD
CB – CATCH BASIN
CONC. – CONCRETE
COV'D. – COVERED
CP – CRIMPED PIPE
DA – DUMPSTER AREA
ELEC. – ELECTRIC
ESMT. – EASEMENT
FC – FILM CODE
FH – FIRE HYDRANT
FND. – FOUND
GM – GAS METER
BCCF – BRAZORIA COUNTY CLERKS FILE
BCDR – BRAZORIA COUNTY DEED RECORDS
BCMR – BRAZORIA COUNTY MAP RECORDS
HCPS – HANDICAP PARKING SPACE
HL&P – HOUSTON LIGHTING & POWER
I.P. – IRON PIPE
I.R. – IRON ROD
LP – LIGHT POST
MH – MANHOLE
MW – MONITORING WELL
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCING
PP – POWER POLE
PS – PARKING SPACES
PTP – PINCHED TOP PIPE
R.O.W. – RIGHT OF WAY
RR – RAILROAD
SAN. – SANITARY
SP – SERVICE POLE
SQ. FT. – SQUARE FEET
S.S.E. – SANITARY SEWER EASEMENT
STM. – STORM
STM.S.E. – STORM SEWER EASEMENT
SWBT – SOUTHWESTERN BELL TELEPHONE
TEL. – TELEPHONE
TLP – TRAFFIC LIGHT POLE
TSB – TRAFFIC SIGNAL BOX
U.E. – UTILITY EASEMENT
WM – WATER METER
WV – WATER VALVE
—x— BARBED WIRE FENCE
—o— CHAIN LINK FENCE
CONCRETE
COVERED CONCRETE
ASPHALT
—OHPL— OVERHEAD POWER LINES
—/— WOOD FENCE
—/— WROUGHT IRON FENCE



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGHT
C1	350.00''	281.74'	46°07'16"	S20°20'02"W	274.19'

LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND CONTAINING 2.313 ACRES, MORE OR LESS, SITUATED IN SECTION 57 OF THE H. T. & B. RR. CO. SURVEY,
ABSTRACT NO. 289, BRAZORIA COUNTY, TEXAS, BEING A PART OF THAT CERTAIN 274.2 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO
STERLING LAKES IOWA ASSOCIATES RECORDED IN BRAZORIA COUNTY CLERKS FILE NO. 2005064607, OFFICIAL PUBLIC RECORDS OF
BRAZORIA COUNTY, TEXAS, SAID 2.313 ACRE TRACT IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
THE BEARINGS HEREIN WERE DERIVED FROM REDUNDANT RTK GPS OBSERVATIONS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 CORS ADJUSTMENT. THE DISTANCES HEREIN ARE SURFACE DATUM. TO CONVERT TO GRID MULTIPLY BY A COMBINED PROJECT ADJUSTMENT FACTOR OF 0.99986213

BEGINNING AT A 5/8-INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY LINE OF MERIDIANA
PARKWAY (C.R. 56 - WIDTH VARIES) AS DEDICATED BY THE PLAT RECORDED IN DOCUMENT NO. 2017058165, PLAT RECORDS OF
BRAZORIA COUNTY, TEXAS, SAID CAPPED IRON ROD BEING THE SOUTHEAST CORNER OF STERLING LAKES AT IOWA COLONY SEC 21, A
SUBDIVISION RECORDED IN DOCUMENT NO. 2018000064, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, FROM SAID CAPPED IRON ROD,
ANOTHER 5/8-INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID STERLING LAKES AT IOWA
COLONY SEC 21, BEARS SOUTH 87 DEGREES 15 MINUTES 19 SECONDS WEST, 133.07 FEET;

THENCE, NORTH 03 DEGREES 45 MINUTES 38 SECONDS WEST, ALONG THE EAST LINE OF SAID STERLING LAKES AT IOWA COLONY SEC
21, 234.45 FEET TO A FOUND 5/8-INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 16 DEGREES 47 MINUTES 48 SECONDS WEST, ALONG THE EAST LINE OF SAID STERLING LAKES AT IOWA COLONY SEC
21, AT 22.41 FEET PASSING A POINT FOR THE NORTHEAST CORNER OF SAID STERLING LAKES AT IOWA COLONY SEC 21 AND THE MOST
EASTERLY SOUTHEAST CORNER OF STERLING LAKES AT IOWA COLONY SEC 19, A SUBDIVISION RECORDED IN DOCUMENT NO. 2014006560,
PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, FROM WHICH, A FOUND 5/8-INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD BEARS NORTH
40 DEGREES WEST, 0.4 FEET, CONTINUING ALONG AN EAST LINE OF SAID STERLING LAKES AT IOWA COLONY SEC 19, IN ALL, A TOTAL
DISTANCE OF 178.11 FEET TO A SET 5/8-INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 81 DEGREES 55 MINUTES 40 SECONDS EAST, AT 50.59 FEET PASSING A 5/8-INCH "JONES-CARTER" PLASTIC CAPPED
IRON ROD FOUND FOR THE SOUTHWEST CORNER OF STERLING LAKES AT IOWA COLONY SEC. 6, A SUBDIVISION RECORDED IN DOCUMENT NO.
2006074174, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, FROM WHICH, A 5/8-INCH "PATE" PLASTIC CAPPED IRON ROD FOUND ON THE
SOUTHEAST RIGHT-OF-WAY LINE OF STERLING LAKES DRIVE AS DEDICATED BY THE PLAT RECORDED IN DOCUMENT NO. 2007014707, PLAT
RECORDS OF BRAZORIA COUNTY, TEXAS BEARS NORTH 16 DEGREES 47 MINUTES 48 SECONDS WEST, 297.82 FEET, CONTINUING ALONG
THE SOUTH LINE OF SAID STERLING LAKES AT IOWA COLONY SEC. 6, IN ALL, A TOTAL DISTANCE OF 418.83 FEET TO A 5/8-INCH "PATE" PLASTIC
CAPPED IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID STERLING LAKES AT IOWA COLONY SEC. 6;

THENCE, SOUTH 54 DEGREES 57 MINUTES 27 SECONDS EAST, 10.11 FEET TO A 5/8-INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD
SET ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PROPOSED KARSTEN BOULEVARD (C.R. 383 - WIDTH VARIES);

THENCE, SOUTH 43 DEGREES 23 MINUTES 40 SECONDS WEST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PROPOSED KARSTEN
BOULEVARD, 129.94 FEET TO A 5/8-INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET AT THE BEGINNING OF A TANGENT CURVE TO THE
LEFT WHOSE RADIUS IS 350.00 FEET;

THENCE, IN A SOUTHWESTERLY DIRECTION, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PROPOSED KARSTEN BOULEVARD, AND ALONG
SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 07 MINUTES 16 SECONDS, 281.74 FEET TO A SET 5/8-INCH "BASELINE CORP."
PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 02 DEGREES 43 MINUTES 36 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF PROPOSED KARSTEN BOULEVARD,
72.61 FEET TO A 5/8-INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WHOSE
RADIUS IS 25.00 FEET;

THENCE, IN A SOUTHWESTERLY DIRECTION, ALONG THE WEST RIGHT-OF-WAY LINE OF PROPOSED KARSTEN BOULEVARD, AND ALONG SAID
CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 58 MINUTES 55 SECONDS, 39.26 FEET TO A 5/8-INCH "BASELINE CORP." PLASTIC
CAPPED IRON ROD SET ON THE NORTH RIGHT-OF-WAY LINE OF SAID MERIDIANA PARKWAY, FROM WHICH A 5/8-INCH "COTTON SURVEYING"
PLASTIC CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF THAT CERTAIN 0.6176 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO
BRAZORIA COUNTY RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO. 2015043801, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY,
TEXAS, BEARS NORTH 87 DEGREES 15 MINUTES 19 SECONDS EAST, 88.91 FEET:

THENCE, SOUTH 87 DEGREES 15 MINUTES 19 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID MERIDIANA PARKWAY,
151.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.313 ACRES OF LAND, MORE OR LESS.
NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE
ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS
MADE ONLY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF.

SCHEDULE B

10D. AN UNOBSTRUCTED AERIAL EASEMENT TEN (10) FEET IN WIDTH EXTENDING UPWARD FROM A PLANE SIXTEEN (16) FEET ABOVE GROUND LEVEL, NORTHERLY OF AND ADJOINING THE TEN-FOOT WIDE GROUND EASEMENT ALONG THE SOUTH PROPERTY LINE, GRANTED TO CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, AND CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY TEXAS GAS OPERATIONS, AS SET OUT BY INSTRUMENT DATED JANUARY 27, 2016, FILED FOR RECORD UNDER CLERK'S FILE NUMBER 2016014992 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS; AND AS REFLECTED (AS EASEMENT '1") ON THE MERIDIANA PARKWAY PHASE IV STREET DEDICATION RECORDED UNDER DOCUMENT NUMBER 2017058165 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

10E. SANITARY SEWER EASEMENT TWENTY FOOT BY TWENTY FOOT (20' X 20') ALONG THE SOUTH PROPERTY LINE, GRANTED TO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 32, AS SET OUT BY INSTRUMENT DATED FEBRUARY 27, 2017, FILED FOR RECORD UNDER CLERK'S FILE NUMBER 2017010314 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS; AND AS REFLECTED ON THE MERIDIANA PARKWAY PHASE IV STREET DEDICATION RECORDED UNDER DOCUMENT NUMBER 2017058165 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS. (AS SHOWN)

10F. FORCE MAIN EASEMENT TWENTY (20) FEET IN WIDTH CENTERED ALONG THE EASTERLY PROPERTY LINE, GRANTED TO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 32, AS SET OUT BY INSTRUMENT DATED DECEMBER 5, 2017, FILED FOR RECORD UNDER CLERK'S FILE NUMBER 2017062547 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS. (AS SHOWN)

10G. PIPE LINE EASEMENT (UNDEFINED LOCATION) GRANTED TO THE DOW CHEMICAL COMPANY, AS SET OUT BY INSTRUMENT DATED FEBRUARY 2, 1945, RECORDED IN VOLUME 271, PAGE 121 (DOCUMENT DOES NOT APPEAR OF RECORD) AND IN VOLUME 397, PAGE 271 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; AND AS REFLECTED ON THE MERIDIANA PARKWAY PHASE IV STREET DEDICATION RECORDED UNDER DOCUMENT NUMBER 2017058165 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; AND ALSO ON THE FINAL PLAT OF STERLING LAKES AT IOWA COLONY SEC 19, RECORDED UNDER DOCUMENT NUMBER 2014006560 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS. (AS SHOWN)

10H. PERMANENT PIPE LINE EASEMENT SIXTY (60) FEET IN WIDTH EASTERLY OF AND ADJOINING THE AFOREMENTIONED EASEMENT GRANTED TO THE DOW CHEMICAL COMPANY, ALONG WITH A TEMPORARY WORKSPACE EASEMENT AREA ADJOINING THERETO, AWARDED OT BRAZORIA INTERCONNECTOR GAS PIPELINE LLC, AS SET OUT BY INSTRUMENT DATED JULY 24, 2007, FILED FOR RECORDED UNDER CLERK'S NUMBER 2007042367 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS; AND AS REFLECTED ON THE MERIDIANA PARKWAY PHASE IV STREET DEDICATION RECORDED UNDER DOCUMENT NUMBER 2017058165 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; AND ALSO ON THE FINAL PLAT OF STERLING LAKES AT IOWA COLONY SEC 19, RECORDED UNDER DOCUMENT NUMBER 2014006560 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS. (AS SHOWN)

10I. INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN THAT CERTAIN SPECIAL WARRANTY DEED FROM IOWA COLONY STERLING LAKES, LTD., DATED NOVEMBER 8, 2005, FILED FOR RECORD ON NOVEMBER 14, 2005, UNDER CLERK'S FILE NO. 2005064607 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. SURFACE ACCESS WAIVER DATED MAY 30, 2007, FILED FOR RECORD ON JUNE 4, 2007, UNDER CLERK'S FILE NO. 2007031208 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS. NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTEREST(S) EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

10J. SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31.

10K. WAIVER OF SPECIAL APPRAISAL FOR THE BENEFIT OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31, FILED FOR RECORD ON NOVEMBER 2, 2007, UNDER CLERK'S FILE NUMBER 2007061916 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS.

10L. SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5.

10M. THE LAND HAS FRONTAGE OR ABUTS MERIDIANA PARKWAY, COUNTY ROAD 56, A CONTROLLED ACCESS HIGHWAY(S). THIS POLICY DOES NOT INSURE AGAINST THE EXERCISE OF POWER BY COMPETENT GOVERNMENTAL AUTHORITY TO LIMIT, CONTROL OR DENY ACCESS, INGRESS OR EGRESS TO THE LAND FROM SAID HIGHWAY OR SERVICE ROAD WHICH THE LAND ABUTS, NOR DOES IT INSURE THAT THE INSURED HAS OR SHALL CONTINUE TO HAVE ACCESS, INGRESS OR EGRESS FROM SUCH PROPERTY TO AND FROM SAID HIGHWAY AND SERVICE ROAD.

10N. WAIVER OF INVENTORY VALUATION FILED FOR RECORD UNDER CLERK'S FILE NUMBER 2019050927 OF THE OFFICIAL PUBLIC RECORDS OF BRAZZORIA COUNTY, TEXAS.

10O. EASEMENT GRANTED TO M2E3 LLC, BY ODER GRANTING POSSESSION BY EMINENT DOMAIN PROCEEDING, DATED JANUARY 14, 2020, UNDER CAUSE NO. CI 60496 OF THE COUNTY COURT AT LAW NO. 4 OF BRAZORIA COUNTY, TEXAS, A CERTIFIED COPY AS FILED FOR RECORD UNDER CLERK'S FILE NUMBER 2020_____ OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS.

FLOOD NOTE:

SUBJECT PROPERTY ___X_____ LOCATED IN A FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA AND IS IN ZONE _____ NOT _____ MAP # 48039C., PANEL 0110K., DATED 12/30/2020. This information is based on graphic plotting only. We do not assume responsibility for exact determination.

TO: LENDER, PURCHASER, TITLE COMPANY

I, hereby certify that this survey was made on the ground and completed on this ____ day of _____ and that this plat correctly represents the facts found at the time of survey showing any improvements. There are no encroachments apparent on the ground, except as shown. This survey complies with the current Texas Society of Professional Surveyors Standards and Specifications for Category 1A, Condition II Survey. Surveyor did not abstract property. Easements, building lines, etc., shown are as identified by:

GF 1076601900065 of FIDELITY NATIONAL TITLE INSURANCE COMPANY

Henry M. Santos

HENRY M. SANTOS, Registered Professional Land Surveyor No. 5450

STATE OF TEXAS REGISTERED HENRY M. SANTOS 5450 PROFESSIONAL LAND SURVEYOR

SURVEY OF OF 2.241 ACRES OF LAND SITUATED INSECTION 57 OF THE H.T.&B RR. CO. SURVEY, ABSTRACT NO. 289, BRAZORIA COUNTY A PART OF THAT CERTAIN 274.2 ACRES TRACT OF LAND DESCRIBED IN THE DEED TO STR\ERLING LAKES IOWA ASSOCIATES RECORDED IN BRAZORIA COUNTY CLERKS FILE NO 2005064607, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY TEXAS, SAID 2.241 ACRES TRACT DESCRIBED BY METES AND BOUDS

- ABSTRACTING BY TITLE COMPANY.
- ALL BEARINGS ARE BASED ON RECORDED PLAT OF SAID SUBDIVISION.
- COPYRIGHT 2018, Advance Surveying, Inc.(Email: advance_survey@asi23.com)

PHONE: 281 530-2939
FAX: 281 530-5464

PURCHASER: US GLOBAL FUELS	SCALE: 1" = 30'
ADDRESS: 0 MERIDIAN PARKWAY & KARSTEN BOULEVARD ROSHARON TEXAS, 77883	FIELD WORK: 04-22-21/DB
	DRAFTING: 05-01-21/RP
LENDER: –	FINAL CHECK: 05-03-21/AT
TITLE CO.: FIDELITY NATIONAL TITLE INSURANCE COMPANY	REVISIONS:
JOB NO.: 0411423-21-01	
G.F. NO.: 1076601900065	
KEY MAP: 692J	

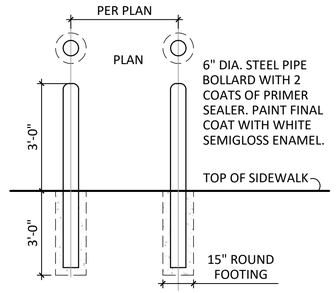
ADVANCE SURVEYING, INC.
10518 KIPP WAY SUITE A-2 • HOUSTON, TEXAS 77099 • TBPLS FIRM NO. 10099200

GENERAL NOTES

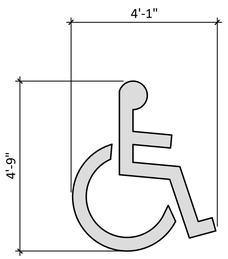
1. DO NOT SCALE DRAWINGS. CONTACT DESIGNER TO VERIFY ANY UNKNOWN DIMENSIONS.
2. CONTRACTOR TO VERIFY WITH DIMENSIONS BEFORE COMMENCING ANY WORK. CONTRACTOR TO INFORM DESIGNER OF ANY DISCREPANCIES.
3. ALL OTHER WORK REQUIRED BUT NOT SPECIFIED IN THIS DOCUMENTS SHALL BE PERFORMED BY CONTRACTORS TO MEET THE GENERAL PRACTICING STANDARDS, BUILDING CODES AND MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.
4. CONTRACTOR TO OBTAIN ALL PERMITS AND INSPECTIONS AND COMPLY WITH ALL CODES, LAWS, ORDINANCES, RULES AND REGULATIONS OF ALL PUBLIC AUTHORITIES(FEDERAL, STATE OR LOCAL) GOVERNING THE WORK. THE MOST STRINGENT SHALL APPLY.
5. ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED AND CONDITIONED PER MANUFACTURER'S INSTRUCTIONS. IN CASE OF DIFFERENCES BETWEEN THE MANUFACTURER'S INSTRUCTION AND THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE DESIGNER BEFORE PROCEEDING.
6. ALL SIDEWALKS AND PATIO AREAS SURROUNDING THE BUILDING TO MAINTAIN A MAXIMUM 2% SLOPE.
7. CONTRACTOR SHALL VERIFY ALL EXISTING SITE AND BUILDING CONDITIONS IN THE FIELD PRIOR BIDDING.
8. CONTRACTOR SHALL PROVIDE ANY TEMPORARY ROADS OR CROSSINGS AS REQUIRED FOR EXECUTION OF THE CONTRACT. ALL TEMPORARY CONSTRUCTION SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.
9. PROVIDE CONCRETE WALKS WITH CONTROL AND EXPANSION JOINT.
10. RELOCATION OF ALL UTILITY POLES, LINES AND OTHER EXISTING SERVICES(IF REQUIRED) SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE VERIFIED AND COORDINATED WITH APPROPRIATE AGENCIES.
11. GRADE ALL LANDSCAPE ISLANDS TO AVOID WATER PONDING INSIDE CURBS-TYPICAL.
12. ALL PAVING TO BE CONCRETE UNLESS NOTED OTHERWISE.
13. SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
14. REFER TO CIVIL DRAWING FOR SITE WORK.
15. GENERAL CONTRACTOR TO PROTECT ALL TREES AND SHRUBS(IF ANY) IN AREA OF NEW CONSTRUCTION.
16. CONTRACTOR TO STAKE OUT ALL CORNERS OF BUILDINGS, ALL MAJOR SITE AND BUILDING COMPONENTS, ALL COLUMN LOCATIONS AND WATER EASEMENT PRIOR TO COMMENCEMENT OF ANY OTHER WORK.
17. ALL RESERVED SYMBOLS ARE TO BE PAINTED "INTERNATIONAL RESERVED BLUE", ALL OTHER STRIPING AND ADJACENT ACCESS AISLES IS TO BE PAINTED WHITE.
18. FLOOR OR LANDING ON EACH SIDE OF DOORS ARE AT THE SAME ELEVATION ON EACH SIDE OF THE DOORS. LANDING SHALL BE LEVEL EXCEPT THAT EXTERIOR LANDINGS MAY HAVE A SLOPE NOT TO EXCEED 1/4 UNIT VERTICAL IN 12 UNITS HORIZONTAL (2% SLOPE) AS PER SECTION 1008.1.4.
19. GROUND AND FLOOR SURFACES ALONG ACCESSIBLE ROUTES AND IN ACCESSIBLE ROOMS AND SPACES INCLUDING FLOORS, WALKS, RAMPS, STAIRS, AND CURB RAMPS, SHALL BE STABLE, FIRM, SLIP RESISTANT AND SHALL COMPLY WITH TAS 4.5.

KEYED NOTE

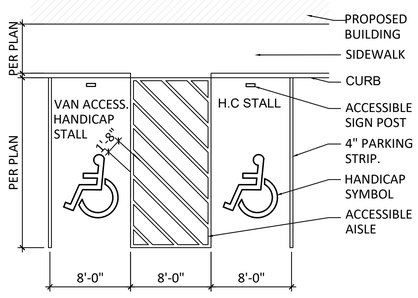
01	HANDICAP SYMBOL
02	HANDICAP SIGN.
03	ADA/ TAS STRIPPED AISLE.
04	ADA/ TAS COMPLIANT RAMP @ 1:12 SLOPE WITH TRUNCATED DOME SURFACE (TYPICAL). PROVIDE HANDRAIL IF RAMP RISE GREATER THAN 0'-6".
05	6" CONCRETE WHEEL STOP.
06	20' LIGHT POLE. LIGHT FIXTURE WITH CUT OFF SHIELD.
07	7' HIGH PROPOSED C.M.U. DUMPSTER ENCLOSURE.
08	6" REINFORCED CONCRETE CURB (TYP.). RE: CIVIL.
09	GC TO INSTALL PROTECTIVE BOLLARD.
10	TYP. PAVING. RE: CIVIL.
11	LANDSCAPING ISLAND.
12	AIR AND WATER UNIT.
13	25'-0" HIGH RISE I.D. SIGN.
14	CANOPY OVER FUEL DISPENSER BY OTHERS.
15	PROPOSED UNDERGROUND FUEL TANK. FUEL TANK BY OTHERS. SIZE & LOCATION MAY VARY. G.C. TO VERIFY WITH OWNER.
16	BICYCLE RACK.
17	4" WIDE PAINT STRIPPING AT PARKING SPACES (TYP.).
18	**OBSTRUCTION:** CONTRACTOR WILL REMOVE/ RELOCATE ALL THE OBSTRUCTIONS OR WET & DRY UTILITIES ON THE PROPOSED SIDEWALK, RAMP AND DRIVEWAYS.
19	EXISTING DRIVEWAY NOT PROVIDING ACCESS TO THE PROPETY MUST BE REMOVED & REPLACED WITH NEW CURB & GUTTER OR REGRADE THE OPEN DITCH WITH SOD/ GRASS FOR POSITIVE DRAINAGE FLOW.



BOLLARD DETAIL | 16 | SCALE: NTS

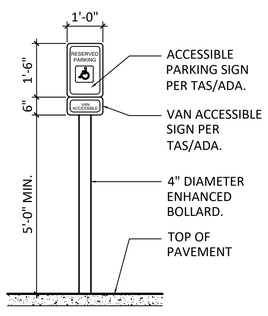


H.C. SPACE & AISLE | 15 | SCALE: NTS

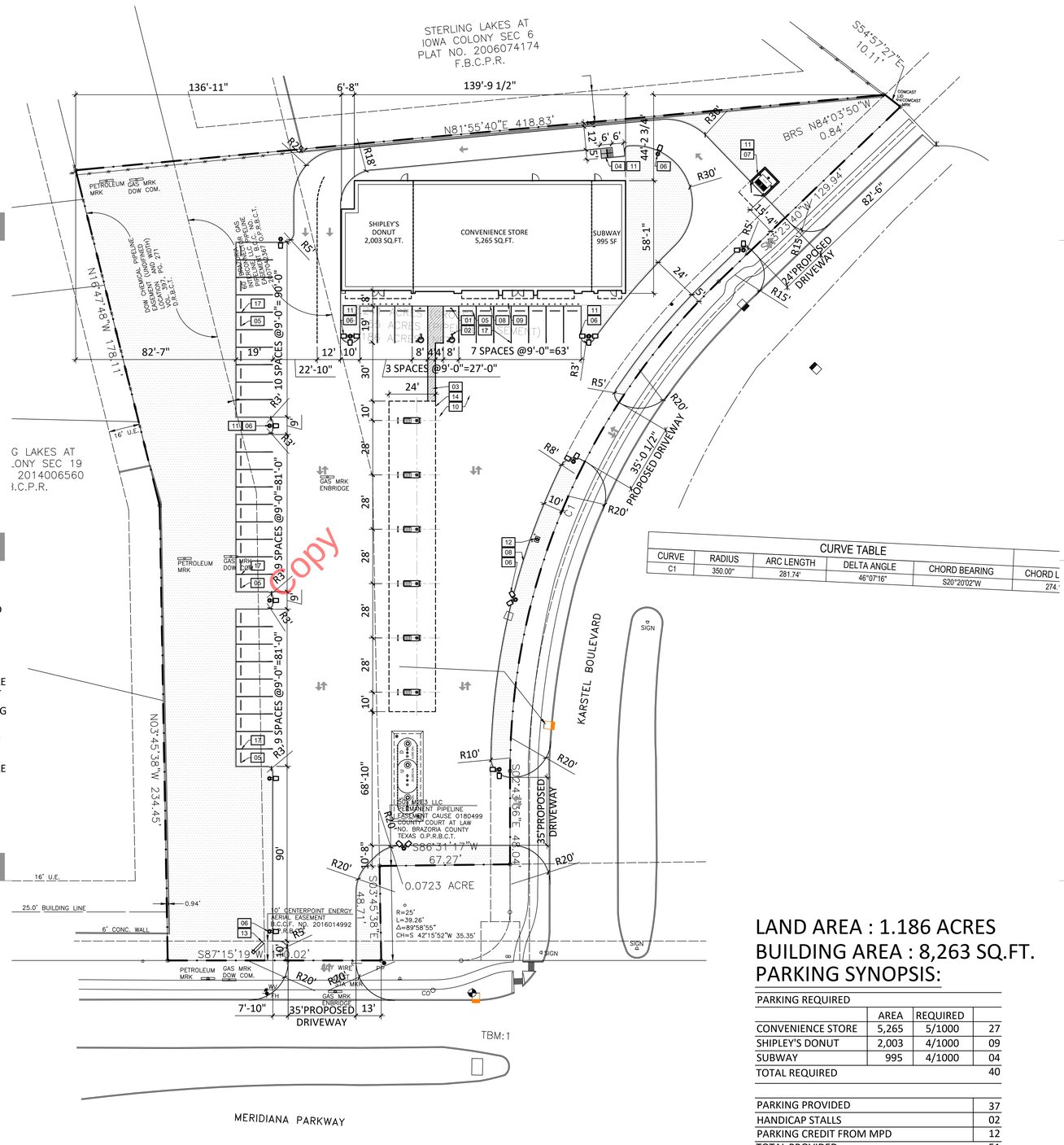


H.C. PARKING SYMBOL | 14 | SCALE: NTS

BOLLARD ENHANCED HANDICAP SIGN WITH FIXED BASE BY IMPACT RECOVERY SYSTEMS (T:210.736.4477) OR OWNER APPROVED EQUAL.



HANDICAP SIGN POST | 13 | SCALE: NTS



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD L
C1	350.00"	281.74'	46°07'16"	S20°20'02"W	274.'

LAND AREA : 1.186 ACRES
BUILDING AREA : 8,263 SQ.FT.
PARKING SYNOPSIS:

PARKING REQUIRED			
	AREA	REQUIRED	
CONVENIENCE STORE	5,265	5/1000	27
SHIPLEY'S DONUT	2,003	4/1000	09
SUBWAY	995	4/1000	04
TOTAL REQUIRED			40

PARKING PROVIDED	37
HANDICAP STALLS	02
PARKING CREDIT FROM MPD	12
TOTAL PROVIDED	51

ARCHITECTURAL SITE PLAN |01| SCALE: 1:30=1'-0"

PENH STUDIO LLC

PHONE: (281) 687 4268; (832) 279 7898
EMAIL: OFFICE@PENHSTUDIO.COM

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PROFESSIONAL SEAL

SCOPE OF THE WORK: THIS DRAWING INDICATES THE GENERAL SCOPE OF THE PROJECT IN TERMS OF ARCHITECTURAL DESIGN CONCEPT, THE DIMENSIONS OF THE BUILDING, THE MAJOR ARCHITECTURAL ELEMENTS AND THE TYPE OF STRUCTURAL, MECHANICAL AND ELECTRICAL SYSTEMS. AS SCOPE DOCUMENTS, THE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. ON THE BASIS OF THE GENERAL SCOPE INDICATED OR DESCRIBED, THE CONTRACTOR SHALL FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK. THE DRAWINGS SHALL NOT BE USED FOR CONSTRICTION UNLESS *DATED* AND NOTED AS *'ISSUED FOR CONSTRUCTION WORK'*.

PROJECT NAME

CONVENIENCE STORE AT MERIDIANA PARKWAY

PROJECT ADDRESS

MERIDIANA PKWY AND KARSTEL BLVD

PROJECT SCHEDULE:

DATE	DESCRIPTION

REVISION

NO	DESCRIPTION	DATE

DRAWN BY: PE / NH

CHECKED BY:

SCALE

AS NOTED

PENH STUDIO PROJECT NO.

21-108

DRAWING TITLE

ARCHITECTURAL SITE PLAN

DRAWING NUMBER

A0.01

GENERAL NOTES

- COORDINATE PLACEMENT OF PLANTS WITH UTILITY LOCATIONS. MAKE ADJUSTMENTS AS REQUIRED TO AVOID PLANTING OVER THE UTILITIES.
- ALL AREAS THAT REQUIRE SEEDING SHALL RECEIVE 4" MIN. TOP SOIL, U.N.O.
- SEED ALL AREAS INDICATED ON THE LANDSCAPE PLAN, THE SOIL EROSION CONTROL PLAN AND ALL DISTURBED AREA. REVIEW AREAS OF SEEDING WITH CONSTRUCTION MANAGER PRIOR TO ANY SEEDING. ANY AREAS DISTURBED BY THE CONTRACTOR WHICH ARE BEYOND THE LIMITS OF GRADING AND EARTHWORK SHALL BE SEEDED AT NO ADDITIONAL COST TO OWNER.
- REPAIR AND RESTORE ANY DAMAGE OUTSIDE OF LIMIT OF WORK LINE TO ORIGINAL CONDITION.
- PROTECT ALL TREES AND EXISTING FEATURES TO REMAIN AS SPECIFIED.
- ALL NURSERY STOCK SHALL BE TRUE TO TYPE AND NAME. ALL STOCK SHALL BE FIRST CLASS QUALITY WITH WELL DEVELOPED BRANCH SYSTEMS AND VIGOROUS HEALTHY ROOT SYSTEMS. ALL STOCK SHALL BE WELL FORMED AND THE TRUNKS OF TREES SHALL BE UNIFORM AND STRAIGHT.
- UNLESS OTHERWISE SPECIFIED, ALL PERENNIALS, GRASSES AND GROUND COVER SHALL BE GROWN IN THEIR CONTAINER FOR ONE YEAR PRIOR TO INSTALLATION.

TREE LEGEND

SHADE TREES: PROPOSED LIVE OAK 4" CAL. ----------

ORNAMENTAL TREES: CREPEMYRTLES 2 1/2" CAL.--------

SHRUBS FOR SCREENING & BUFFER: 5 GAL. PLANTED 36" O.C.---

TREE COUNT:

TREE	COMMON NAME	BOTANICAL NAME	AMOUNT PROP.
SHADE	LIVE OAK	QUERCUS VIRGINIANA	22
ORNAMENTAL	CRAPE MYRTLES	LAGERSTROEMIA INDICA	02
SHRUBS	A. JUNIPER B. WAXLEAF LIGUSTRUM	JUNIPER PROCUMBENS LIGUSTRUM JAPONICUM	200

TREE CALCULATION

A. STREET TREES :

LENGTH OF PROPERTY LINE IN LINEAR FEET AS MEASURED ALONG ALL SIDES OF THE PROPERTY FRONTING ON A PUBLIC STREET(S).
STREET FRONTAGE ON
1. KARSTEL BULEVARD : 489.72.75 LINEAR FEET/ 30 = 16 STREET TREES REQUIRED.
2. MERIDIANA PARKWAY : 110.02 LINEAR FEET/ 30 = 04 STREET TREES REQUIRED.

TOTAL 20 STREET TREES REQUIRED

B. PARKING LOT TREES :

NUMBER OF NEW PARKING STALLS TO BE CONSTRUCTED 39/10 = 04 PARKING LOT TREES REQUIRED.

C. TOTAL PLANTING REQUIREMENT :

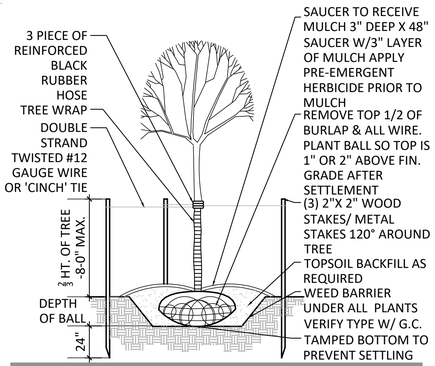
A+B = 24 TOTAL REQUIRED NUMBER OF STREET AND PARKING LOT TREES TO BE PLANTED.

D. SHRUBS :

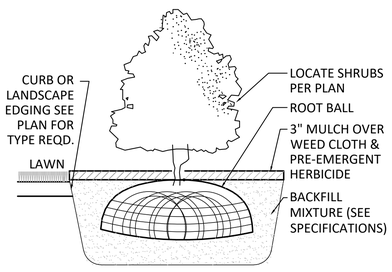
TOTAL NUMBER OF STREET TREES REQUIRED, FROM A ABOVE X 10 = 20 X 10 = 200 SHRUBS.

E. LANDSCAPE BUFFER :

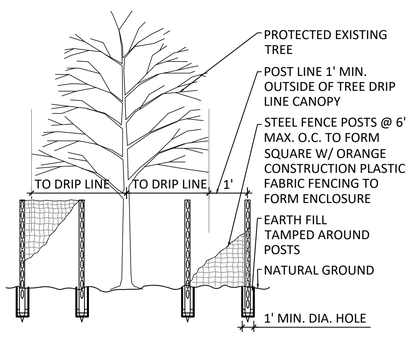
6' HIGH SCREENING FENCE, OR 15' WIDE EVERGREEN PLANTING STRIP. TOTAL LENGTH OF PROPERTY LINE ADJACENT TO EXISTING SINGLE-FAMILY RESIDENTIAL, OR LIMIT OF EXPANSION ADJACENT TO EXISTING SINGLE-FAMILY RESIDENTIAL.



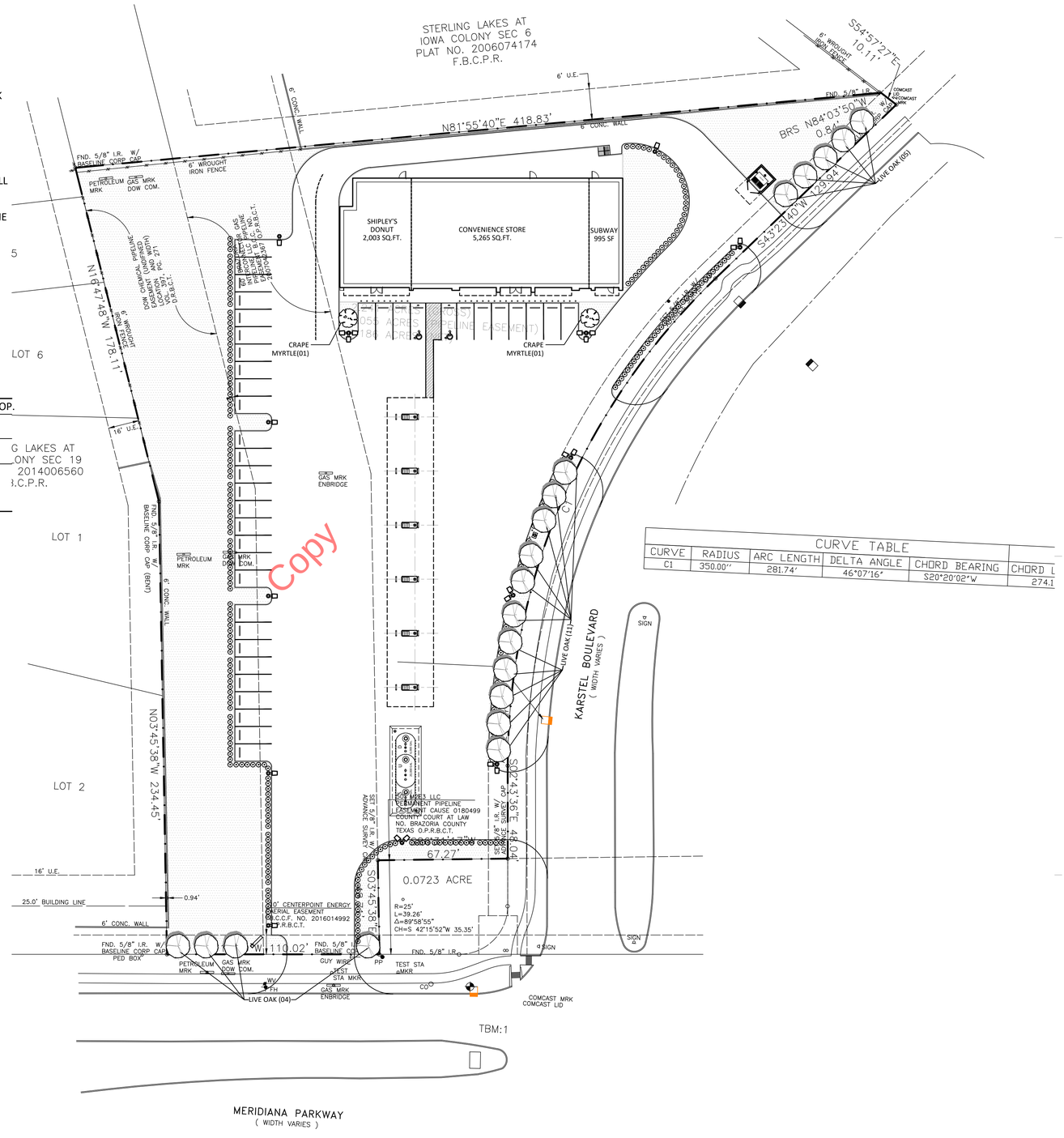
TREE PLANTING DETAIL |20|



SHRUB PLANTING DETAIL |19|



TREE PROTECTION BARRIER |18|



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD L
C1	350.00''	281.74'	46°07'16"	S20°20'02"W	274.1

DEVELOPMENT SITE PLAN |01| SCALE: 1:30=1'-0"

PENH STUDIO LLC

PHONE: (281) 687 4268; (832) 279 7898
EMAIL: OFFICE@PENHSTUDIO.COM

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PROFESSIONAL SEAL

SCOPE OF THE WORK: THIS DRAWING INDICATES THE GENERAL SCOPE OF THE PROJECT IN TERMS OF ARCHITECTURAL DESIGN CONCEPT, THE DIMENSIONS OF THE BUILDING, THE MAJOR ARCHITECTURAL ELEMENTS AND THE TYPE OF STRUCTURAL, MECHANICAL AND ELECTRICAL SYSTEMS. AS SCOPE DOCUMENTS, THE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. ON THE BASIS OF THE GENERAL SCOPE INDICATED OR DESCRIBED, THE CONTRACTOR SHALL FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK. THE DRAWINGS SHALL NOT BE USED FOR CONSTRICTION UNLESS *DATED* AND NOTED AS *'ISSUED FOR CONSTRUCTION WORK'*.

PROJECT NAME

CONVENIENCE STORE AT MERIDIANA PARKWAY

PROJECT ADDRESS

MERIDIANA PKWY AND KARSTEL BLVD

PROJECT SCHEDULE:

DATE	DESCRIPTION

REVISION

NO	DESCRIPTION	DATE

DRAWN BY: PE / NH CHECKED BY:

SCALE
AS NOTED

PENH STUDIO PROJECT NO.
21-108

DRAWING TITLE
OVERALL DEVELOPMENT SITE PLAN

DRAWING NUMBER
A0.03

x

[redacted]

[redacted]

WASIM@USGLOBAL

NORTH WEST CORNER OF MERIDI

A0289 H T & B R R

2.241 ACRE IN SEC 57, H.T.B & RI

8/14/ BRAZORIA COU

69

Copy

50 FEET SETBACK FROM

Requesting variance to the 50 feet building se
building is 40 feet away from center of the p
building and the overall functional layout of

SITE, LANDSCAPE

03.01

02.1

ADICO
CONSULTING ENGINEERS

MEMORANDUM

Date: April 11, 2022

To: City Council Members

From: Dinh V. Ho, P.E.

RE: Pipeline Setback Variance: C-Store @ NWC Meridiana Parkaway and Karsten Blvd.

Staff's Summary and Recommendations

CC: Mayor Michael Byrum-Bratsen, Robert Hemminger Kayleen Rosser, Albert Cantu

---

Staff received a pipeline ordinance variance request from the from Rambo Enterprise for development of a C-Store, with gas pumps, and restaurants located at the northwest corner of Meridiana Parkway and Karsten Blvd.

1. **Pipeline Ordinance No. 2011-4, Section 3(a)(1) – Proximity of Structures to Pipelines and Mineral Wells**
   Requests and Reasons: Request variance from 50' building setback from centerline of the pipeline. The south-west corner of the building is 40 feet away from the center of the pipeline setback. To achieve the desired size and orientation of the building and the overall functional layout of the site, developer is requesting City Council to grant this setback.

   Staff Recommendations:
   The proposed structure is a C-Store with 6-gas pumps, drive-thru Donut shop and Subway deli. Total acreage of the tract is 2.251 acres, inclusive of the pipeline easements.

   Pipeline Ordinance No. 2011-4, Section 3(a)(1) requires all commercial structures to be placed 50' from any existing pipelines or facility. Based on the pipeline markers on the survey, the structure would be located approximately 30' from the pipeline. (see attached).

   Due to the irregular shape of the tract and the constraint of the pipelines along the western boundary and Karsten Blvd. to the east of the tract, staff is recommending approval to allow for a 30' setback from the pipeline in lieu of the 50' setback requirement. This is hardship due to the City adoption of the MTP in 2015, creating Karsten Blvd., bisecting the tract and reducing the development opportunities for this tract.

Copy

2.13 **"Person"** shall mean an individual, corporation, association, partnership, joint venture, firm, limited liability partnership, joint stock company, association, governmental entity other than City, or any other public or private entity.

2.14 **"Pipeline"** shall mean a line of pipe and any affiliated pumps, valves, control devices, and other facilities for conveying a commodity or commodities.

2.15 "**Public Rights-of-Way"** or **"Public Right-of-Way"** shall mean the surface, air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, easement, or similar property within the corporation limits of the City, and in which the City holds a property interest (fee title, easement or otherwise), or over which the City holds and exercises a right of management or control, and which, consistent with the purposes for which it was acquired or dedicated, may be used for the installation and maintenance of Facilities.

2.16 **"Shut Off Valve** shall mean any device installed in a pipeline and used to stop the conveyance of a commodity or commodities through a pipeline.

2.17 **"User"** shall mean a Person having, owning, leasing, using, or operating Facilities within a Public Right-of-Way.

Copy

Section 3. **Proximity of Structures to Pipelines and Mineral Wells.**

(a) Restriction of Structures

(1) No residential, commercial, or industrial structure, other than structures necessary to operate the Facility or Pipeline, shall be erected at or moved to a location nearer than fifty feet (50') to any Facility or Pipeline other than a low pressure distribution system pipeline as defined herein.

(2) No residential, commercial, or industrial structure shall be erected nearer than one hundred fifty feet (150') to any Mineral Well or related facility other than structures necessary to operate the Mineral Well or facility.

(3) This subsection (a) shall not apply to any structures existing before this ordinance is passed.

(b) Restriction of Pipelines and Facilities

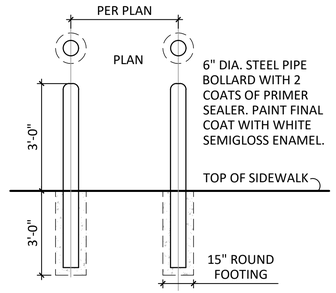
(1) No Facility or Pipeline, other than a low pressure distribution system pipeline as defined herein, shall

GENERAL NOTES

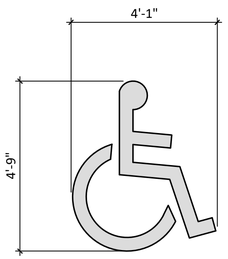
1. DO NOT SCALE DRAWINGS. CONTACT DESIGNER TO VERIFY ANY UNKNOWN DIMENSIONS.
2. CONTRACTOR TO VERIFY WITH DIMENSIONS BEFORE COMMENCING ANY WORK. CONTRACTOR TO INFORM DESIGNER OF ANY DISCREPANCIES.
3. ALL OTHER WORK REQUIRED BUT NOT SPECIFIED IN THIS DOCUMENTS SHALL BE PERFORMED BY CONTRACTORS TO MEET THE GENERAL PRACTICING STANDARDS, BUILDING CODES AND MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.
4. CONTRACTOR TO OBTAIN ALL PERMITS AND INSPECTIONS AND COMPLY WITH ALL CODES, LAWS, ORDINANCES, RULES AND REGULATIONS OF ALL PUBLIC AUTHORITIES(FEDERAL, STATE OR LOCAL) GOVERNING THE WORK. THE MOST STRINGENT SHALL APPLY.
5. ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED AND CONDITIONED PER MANUFACTURER'S INSTRUCTIONS. IN CASE OF DIFFERENCES BETWEEN THE MANUFACTURER'S INSTRUCTION AND THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE DESIGNER BEFORE PROCEEDING.
6. ALL SIDEWALKS AND PATIO AREAS SURROUNDING THE BUILDING TO MAINTAIN A MAXIMUM 2% SLOPE.
7. CONTRACTOR SHALL VERIFY ALL EXISTING SITE AND BUILDING CONDITIONS IN THE FIELD PRIOR BIDDING.
8. CONTRACTOR SHALL PROVIDE ANY TEMPORARY ROADS OR CROSSINGS AS REQUIRED FOR EXECUTION OF THE CONTRACT. ALL TEMPORARY CONSTRUCTION SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.
9. PROVIDE CONCRETE WALKS WITH CONTROL AND EXPANSION JOINT.
10. RELOCATION OF ALL UTILITY POLES, LINES AND OTHER EXISTING SERVICES(IF REQUIRED) SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE VERIFIED AND COORDINATED WITH APPROPRIATE AGENCIES.
11. GRADE ALL LANDSCAPE ISLANDS TO AVOID WATER PONDING INSIDE CURBS-TYPICAL.
12. ALL PAVING TO BE CONCRETE UNLESS NOTED OTHERWISE.
13. SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
14. REFER TO CIVIL DRAWING FOR SITE WORK.
15. GENERAL CONTRACTOR TO PROTECT ALL TREES AND SHRUBS(IF ANY) IN AREA OF NEW CONSTRUCTION.
16. CONTRACTOR TO STAKE OUT ALL CORNERS OF BUILDINGS, ALL MAJOR SITE AND BUILDING COMPONENTS, ALL COLUMN LOCATIONS AND WATER EASEMENT PRIOR TO COMMENCEMENT OF ANY OTHER WORK.
17. ALL RESERVED SYMBOLS ARE TO BE PAINTED "INTERNATIONAL RESERVED BLUE", ALL OTHER STRIPING AND ADJACENT ACCESS AISLES IS TO BE PAINTED WHITE.
18. FLOOR OR LANDING ON EACH SIDE OF DOORS ARE AT THE SAME ELEVATION ON EACH SIDE OF THE DOORS. LANDING SHALL BE LEVEL EXCEPT THAT EXTERIOR LANDINGS MAY HAVE A SLOPE NOT TO EXCEED 1/4 UNIT VERTICAL IN 12 UNITS HORIZONTAL (2% SLOPE) AS PER SECTION 1008.1.4.
19. GROUND AND FLOOR SURFACES ALONG ACCESSIBLE ROUTES AND IN ACCESSIBLE ROOMS AND SPACES INCLUDING FLOORS, WALKS, RAMPS, STAIRS, AND CURB RAMPS, SHALL BE STABLE, FIRM, SLIP RESISTANT AND SHALL COMPLY WITH TAS 4.5.

KEYED NOTE

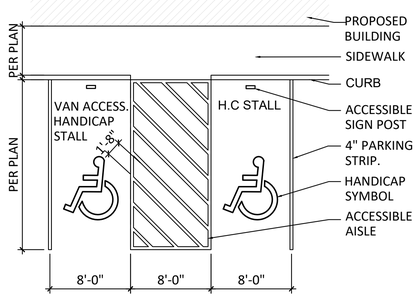
01	HANDICAP SYMBOL
02	HANDICAP SIGN.
03	ADA/ TAS STRIPPED AISLE.
04	ADA/ TAS COMPLIANT RAMP @ 1:12 SLOPE WITH TRUNCATED DOME SURFACE (TYPICAL). PROVIDE HANDRAIL IF RAMP RISE GREATER THAN 0'-6".
05	6" CONCRETE WHEEL STOP.
06	20' LIGHT POLE. LIGHT FIXTURE WITH CUT OFF SHIELD.
07	7' HIGH PROPOSED C.M.U. DUMPSTER ENCLOSURE.
08	6" REINFORCED CONCRETE CURB (TYP.). RE: CIVIL.
09	GC TO INSTALL PROTECTIVE BOLLARD.
10	TYP. PAVING. RE: CIVIL.
11	LANDSCAPING ISLAND.
12	AIR AND WATER UNIT.
13	25'-0" HIGH RISE I.D. SIGN.
14	CANOPY OVER FUEL DISPENSER BY OTHERS.
15	PROPOSED UNDERGROUND FUEL TANK. FUEL TANK BY OTHERS. SIZE & LOCATION MAY VARY. G.C. TO VERIFY WITH OWNER.
16	BICYCLE RACK.
17	4" WIDE PAINT STRIPPING AT PARKING SPACES (TYP.).
18	**OBSTRUCTION:** CONTRACTOR WILL REMOVE/ RELOCATE ALL THE OBSTRUCTIONS OR WET & DRY UTILITIES ON THE PROPOSED SIDEWALK, RAMP AND DRIVEWAYS.
19	EXISTING DRIVEWAY NOT PROVIDING ACCESS TO THE PROPETY MUST BE REMOVED & REPLACED WITH NEW CURB & GUTTER OR REGRADE THE OPEN DITCH WITH SOD/ GRASS FOR POSITIVE DRAINAGE FLOW.



BOLLARD DETAIL | 16 | SCALE: NTS

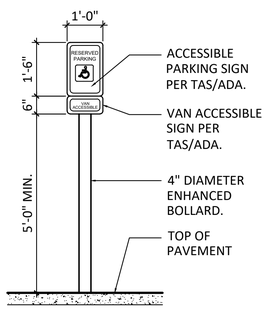


H.C. SPACE & AISLE | 15 | SCALE: NTS

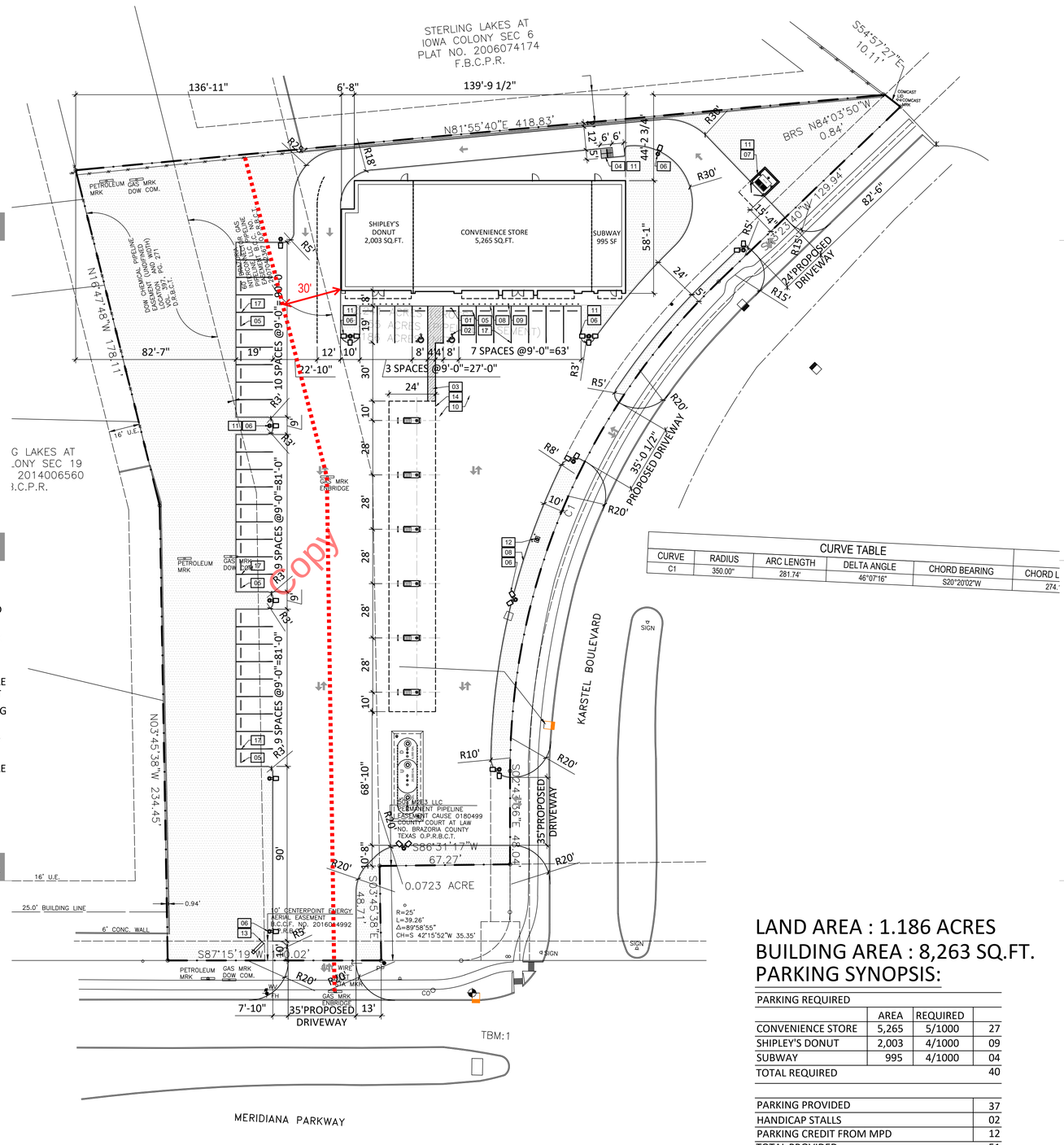


H.C. PARKING SYMBOL | 14 | SCALE: NTS

BOLLARD ENHANCED HANDICAP SIGN WITH FIXED BASE BY IMPACT RECOVERY SYSTEMS (T:210.736.4477) OR OWNER APPROVED EQUAL.



HANDICAP SIGN POST | 13 | SCALE: NTS



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD L
C1	350.00"	281.74'	46°07'16"	S20°20'02"W	274.'

LAND AREA : 1.186 ACRES
BUILDING AREA : 8,263 SQ.FT.
PARKING SYNOPSIS:

PARKING REQUIRED			
	AREA	REQUIRED	
CONVENIENCE STORE	5,265	5/1000	27
SHIPLEY'S DONUT	2,003	4/1000	09
SUBWAY	995	4/1000	04
TOTAL REQUIRED			40

PARKING PROVIDED	37
HANDICAP STALLS	02
PARKING CREDIT FROM MPD	12
TOTAL PROVIDED	51

ARCHITECTURAL SITE PLAN |01| SCALE: 1:30=1'-0"

PENH STUDIO LLC

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PROJECT NAME

CONVENIENCE STORE AT MERIDIANA PARKWAY

PROJECT ADDRESS
MERIDIANA PKWY AND KARSTEL BLVD

PROJECT SCHEDULE:

DATE	DESCRIPTION

REVISION

NO	DESCRIPTION	DATE

DRAWN BY: PE / NH CHECKED BY:

SCALE
AS NOTED

PENH STUDIO PROJECT NO.
21-108

DRAWING TITLE
ARCHITECTURAL SITE PLAN

DRAWING NUMBER
A0.01

SCALE: 1" = 30'

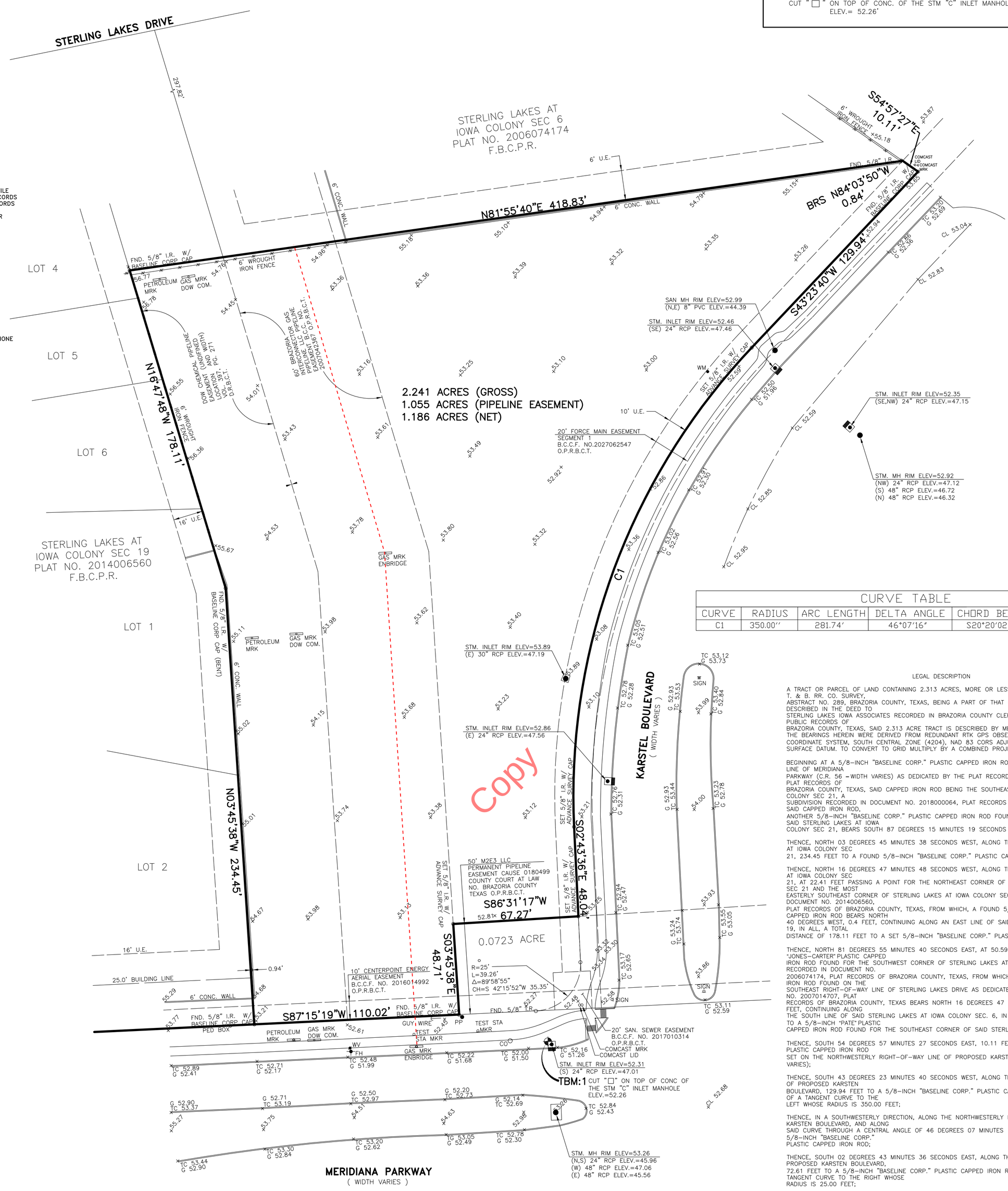
BENCHMARK:

BENCHMARK NO. CB2 IS A BRASS CAP STAMPED 'CB-2' SET IN THE NORTH SIDE OF COUNTY ROAD 81 BRIDGE OVER WEST FORK CHOCOLATE BAYOU, AT STREAM CENTERLINE, IN KEY MAP 652X, NEAR UNIT CB100-00-00 ELEV. 56.51' NAVD 88, 2001 ADJUSTMENT

TBM:1

CUT "□" ON TOP OF CONC. OF THE STM "C" INLET MANHOLE ELEV.= 52.26'

LEGEND:
AC. – ACRES
A/C – AIR CONDITION
A.E. – AERIAL EASEMENT
B.L. – BUILDING LINE
BLDG. – BUILDING
BO. – BOLLARD
CB – CATCH BASIN
CONC. – CONCRETE
COV'D. – COVERED
CP – CRIMPED PIPE
DA – DUMPSTER AREA
ELEC. – ELECTRIC
ESMT. – EASEMENT
FC – FILM CODE
FH – FIRE HYDRANT
FND. – FOUND
GM – GAS METER
BCCF – BRAZORIA COUNTY CLERKS FILE
BCDR – BRAZORIA COUNTY DEED RECORDS
BCMR – BRAZORIA COUNTY MAP RECORDS
HCPS – HANDICAP PARKING SPACE
HL&P – HOUSTON LIGHTING & POWER
I.P. – IRON PIPE
I.R. – IRON ROD
LP – LIGHT POST
MH – MANHOLE
MW – MONITORING WELL
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCING
PP – POWER POLE
PS – PARKING SPACES
PTP – PINCHED TOP PIPE
R.O.W. – RIGHT OF WAY
RR – RAILROAD
SAN. – SANITARY
SP – SERVICE POLE
SQ. FT. – SQUARE FEET
S.S.E. – SANITARY SEWER EASEMENT
STM. – STORM
STM.S.E. – STORM SEWER EASEMENT
SWBT – SOUTHWESTERN BELL TELEPHONE
TEL. – TELEPHONE
TLP – TRAFFIC LIGHT POLE
TSB – TRAFFIC SIGNAL BOX
U.E. – UTILITY EASEMENT
WM – WATER METER
WV – WATER VALVE
—x— BARBED WIRE FENCE
—o— CHAIN LINK FENCE
CONCRETE
COVERED CONCRETE
ASPHALT
—OHPL— OVERHEAD POWER LINES
—/— WOOD FENCE
—/— WROUGHT IRON FENCE



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CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGHT
C1	350.00''	281.74'	46°07'16"	S20°20'02"W	274.19'

LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND CONTAINING 2.313 ACRES, MORE OR LESS, SITUATED IN SECTION 57 OF THE H. T. & B. RR. CO. SURVEY,
ABSTRACT NO. 289, BRAZORIA COUNTY, TEXAS, BEING A PART OF THAT CERTAIN 274.2 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO
STERLING LAKES IOWA ASSOCIATES RECORDED IN BRAZORIA COUNTY CLERKS FILE NO. 2005064607, OFFICIAL PUBLIC RECORDS OF
BRAZORIA COUNTY, TEXAS, SAID 2.313 ACRE TRACT IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
THE BEARINGS HEREIN WERE DERIVED FROM REDUNDANT RTK GPS OBSERVATIONS AND ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 CORS ADJUSTMENT. THE DISTANCES HEREIN ARE SURFACE DATUM. TO CONVERT TO GRID MULTIPLY BY A COMBINED PROJECT ADJUSTMENT FACTOR OF 0.99986213

BEGINNING AT A 5/8-INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY LINE OF MERIDIANA
PARKWAY (C.R. 56 – WIDTH VARIES) AS DEDICATED BY THE PLAT RECORDED IN DOCUMENT NO. 2017058165, PLAT RECORDS OF
BRAZORIA COUNTY, TEXAS, SAID CAPPED IRON ROD BEING THE SOUTHEAST CORNER OF STERLING LAKES AT IOWA COLONY SEC 21, A
SUBDIVISION RECORDED IN DOCUMENT NO. 2018000064, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, FROM SAID CAPPED IRON ROD,
ANOTHER 5/8-INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID STERLING LAKES AT IOWA
COLONY SEC 21, BEARS SOUTH 87 DEGREES 15 MINUTES 19 SECONDS WEST, 133.07 FEET;

THENCE, NORTH 03 DEGREES 45 MINUTES 38 SECONDS WEST, ALONG THE EAST LINE OF SAID STERLING LAKES AT IOWA COLONY SEC
21, 234.45 FEET TO A FOUND 5/8-INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 16 DEGREES 47 MINUTES 48 SECONDS WEST, ALONG THE EAST LINE OF SAID STERLING LAKES AT IOWA COLONY SEC
21, AT 22.41 FEET PASSING A POINT FOR THE NORTHEAST CORNER OF SAID STERLING LAKES AT IOWA COLONY SEC 21 AND THE MOST
EASTERLY SOUTHEAST CORNER OF STERLING LAKES AT IOWA COLONY SEC 19, A SUBDIVISION RECORDED IN DOCUMENT NO. 2014006560,
PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, FROM WHICH, A FOUND 5/8-INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD BEARS NORTH
40 DEGREES WEST, 0.4 FEET, CONTINUING ALONG AN EAST LINE OF SAID STERLING LAKES AT IOWA COLONY SEC 19, IN ALL, A TOTAL
DISTANCE OF 178.11 FEET TO A SET 5/8-INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 81 DEGREES 55 MINUTES 40 SECONDS EAST, AT 50.59 FEET PASSING A 5/8-INCH "JONES-CARTER" PLASTIC CAPPED
IRON ROD FOUND FOR THE SOUTHWEST CORNER OF STERLING LAKES AT IOWA COLONY SEC. 6, A SUBDIVISION RECORDED IN DOCUMENT NO.
2006074174, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, FROM WHICH, A 5/8-INCH "PATE" PLASTIC CAPPED IRON ROD FOUND ON THE
SOUTHEAST RIGHT-OF-WAY LINE OF STERLING LAKES DRIVE AS DEDICATED BY THE PLAT RECORDED IN DOCUMENT NO. 2007014707, PLAT
RECORDS OF BRAZORIA COUNTY, TEXAS BEARS NORTH 16 DEGREES 47 MINUTES 48 SECONDS WEST, 297.82 FEET, CONTINUING ALONG
THE SOUTH LINE OF SAID STERLING LAKES AT IOWA COLONY SEC. 6, IN ALL, A TOTAL DISTANCE OF 418.83 FEET TO A 5/8-INCH "PATE" PLASTIC
CAPPED IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID STERLING LAKES AT IOWA COLONY SEC. 6;

THENCE, SOUTH 54 DEGREES 57 MINUTES 27 SECONDS EAST, 10.11 FEET TO A 5/8-INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD
SET ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PROPOSED KARSTEN BOULEVARD (C.R. 383 – WIDTH VARIES);

THENCE, SOUTH 43 DEGREES 23 MINUTES 40 SECONDS WEST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PROPOSED KARSTEN
BOULEVARD, 129.94 FEET TO A 5/8-INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET AT THE BEGINNING OF A TANGENT CURVE TO THE
LEFT WHOSE RADIUS IS 350.00 FEET;

THENCE, IN A SOUTHWESTERLY DIRECTION, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PROPOSED KARSTEN BOULEVARD, AND ALONG
SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 07 MINUTES 16 SECONDS, 281.74 FEET TO A SET 5/8-INCH "BASELINE CORP."
PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 02 DEGREES 43 MINUTES 36 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF PROPOSED KARSTEN BOULEVARD,
72.61 FEET TO A 5/8-INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WHOSE
RADIUS IS 25.00 FEET;

THENCE, IN A SOUTHWESTERLY DIRECTION, ALONG THE WEST RIGHT-OF-WAY LINE OF PROPOSED KARSTEN BOULEVARD, AND ALONG SAID
CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 58 MINUTES 55 SECONDS, 39.26 FEET TO A 5/8-INCH "BASELINE CORP." PLASTIC
CAPPED IRON ROD SET ON THE NORTH RIGHT-OF-WAY LINE OF SAID MERIDIANA PARKWAY, FROM WHICH A 5/8-INCH "COTTON SURVEYING"
PLASTIC CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF THAT CERTAIN 0.6176 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO
BRAZORIA COUNTY RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO. 2015043801, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY,
TEXAS, BEARS NORTH 87 DEGREES 15 MINUTES 19 SECONDS EAST, 88.91 FEET:

THENCE, SOUTH 87 DEGREES 15 MINUTES 19 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID MERIDIANA PARKWAY,
151.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.313 ACRES OF LAND, MORE OR LESS.
NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE
ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS
MADE ONLY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF.

SCHEDULE B

10D. AN UNOBSTRUCTED AERIAL EASEMENT TEN (10) FEET IN WIDTH EXTENDING UPWARD FROM A PLANE SIXTEEN (16) FEET ABOVE GROUND LEVEL, NORTHERLY OF AND ADJOINING THE TEN-FOOT WIDE GROUND EASEMENT ALONG THE SOUTH PROPERTY LINE, GRANTED TO CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, AND CENTERPOINT ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY TEXAS GAS OPERATIONS, AS SET OUT BY INSTRUMENT DATED JANUARY 27, 2016, FILED FOR RECORD UNDER CLERK'S FILE NUMBER 2016014992 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS; AND AS REFLECTED (AS EASEMENT 'I") ON THE MERIDIANA PARKWAY PHASE IV STREET DEDICATION RECORDED UNDER DOCUMENT NUMBER 2017058165 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

10E. SANITARY SEWER EASEMENT TWENTY FOOT BY TWENTY FOOT (20' X 20') ALONG THE SOUTH PROPERTY LINE, GRANTED TO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 32, AS SET OUT BY INSTRUMENT DATED FEBRUARY 27, 2017, FILED FOR RECORD UNDER CLERK'S FILE NUMBER 2017010314 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS; AND AS REFLECTED ON THE MERIDIANA PARKWAY PHASE IV STREET DEDICATION RECORDED UNDER DOCUMENT NUMBER 2017058165 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS. (AS SHOWN)

10F. FORCE MAIN EASEMENT TWENTY (20) FEET IN WIDTH CENTERED ALONG THE EASTERLY PROPERTY LINE, GRANTED TO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 32, AS SET OUT BY INSTRUMENT DATED DECEMBER 5, 2017, FILED FOR RECORD UNDER CLERK'S FILE NUMBER 2017062547 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS. (AS SHOWN)

10G. PIPE LINE EASEMENT (UNDEFINED LOCATION) GRANTED TO THE DOW CHEMICAL COMPANY, AS SET OUT BY INSTRUMENT DATED FEBRUARY 2, 1945, RECORDED IN VOLUME 271, PAGE 121 (DOCUMENT DOES NOT APPEAR OF RECORD) AND IN VOLUME 397, PAGE 271 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; AND AS REFLECTED ON THE MERIDIANA PARKWAY PHASE IV STREET DEDICATION RECORDED UNDER DOCUMENT NUMBER 2017058165 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; AND ALSO ON THE FINAL PLAT OF STERLING LAKES AT IOWA COLONY SEC 19, RECORDED UNDER DOCUMENT NUMBER 2014006560 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS. (AS SHOWN)

10H. PERMANENT PIPE LINE EASEMENT SIXTY (60) FEET IN WIDTH EASTERLY OF AND ADJOINING THE AFOREMENTIONED EASEMENT GRANTED TO THE DOW CHEMICAL COMPANY, ALONG WITH A TEMPORARY WORKSPACE EASEMENT AREA ADJOINING THERETO, AWARDED OT BRAZORIA INTERCONNECTOR GAS PIPELINE LLC, AS SET OUT BY INSTRUMENT DATED JULY 24, 2007, FILED FOR RECORDED UNDER CLERK'S NUMBER 2007042367 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS; AND AS REFLECTED ON THE MERIDIANA PARKWAY PHASE IV STREET DEDICATION RECORDED UNDER DOCUMENT NUMBER 2017058165 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; AND ALSO ON THE FINAL PLAT OF STERLING LAKES AT IOWA COLONY SEC 19, RECORDED UNDER DOCUMENT NUMBER 2014006560 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS. (AS SHOWN)

10I. INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN THAT CERTAIN SPECIAL WARRANTY DEED FROM IOWA COLONY STERLING LAKES, LTD., DATED NOVEMBER 8, 2005, FILED FOR RECORD ON NOVEMBER 14, 2005, UNDER CLERK'S FILE NO. 2005064607 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. SURFACE ACCESS WAIVER DATED MAY 30, 2007, FILED FOR RECORD ON JUNE 4, 2007, UNDER CLERK'S FILE NO. 2007031208 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS. NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTEREST(S) EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

10J. SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31.

10K. WAIVER OF SPECIAL APPRAISAL FOR THE BENEFIT OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31, FILED FOR RECORD ON NOVEMBER 2, 2007, UNDER CLERK'S FILE NUMBER 2007061916 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS.

10L. SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5.

10M. THE LAND HAS FRONTAGE OR ABUTS MERIDIANA PARKWAY, COUNTY ROAD 56, A CONTROLLED ACCESS HIGHWAY(S). THIS POLICY DOES NOT INSURE AGAINST THE EXERCISE OF POWER BY COMPETENT GOVERNMENTAL AUTHORITY TO LIMIT, CONTROL OR DENY ACCESS, INGRESS OR EGRESS TO THE LAND FROM SAID HIGHWAY OR SERVICE ROAD WHICH THE LAND ABUTS, NOR DOES IT INSURE THAT THE INSURED HAS OR SHALL CONTINUE TO HAVE ACCESS, INGRESS OR EGRESS FROM SUCH PROPERTY TO AND FROM SAID HIGHWAY AND SERVICE ROAD.

10N. WAIVER OF INVENTORY VALUATION FILED FOR RECORD UNDER CLERK'S FILE NUMBER 2019050927 OF THE OFFICIAL PUBLIC RECORDS OF BRAZZORIA COUNTY, TEXAS.

10O. EASEMENT GRANTED TO M2E3 LLC, BY ODER GRANTING POSSESSION BY EMINENT DOMAIN PROCEEDING, DATED JANUARY 14, 2020, UNDER CAUSE NO. CI 60496 OF THE COUNTY COURT AT LAW NO. 4 OF BRAZORIA COUNTY, TEXAS, A CERTIFIED COPY AS FILED FOR RECORD UNDER CLERK'S FILE NUMBER 2020_____ OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS.

FLOOD NOTE:

SUBJECT PROPERTY ___X_____ LOCATED IN A FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA AND IS IN ZONE _____ NOT _____ MAP # 48039C., PANEL 0110K., DATED 12/30/2020. This information is based on graphic plotting only. We do not assume responsibility for exact determination.

TO: LENDER, PURCHASER, TITLE COMPANY

I, hereby certify that this survey was made on the ground and completed on this ____ day of _____ and that this plat correctly represents the facts found at the time of survey showing any improvements. There are no encroachments apparent on the ground, except as shown. This survey complies with the current Texas Society of Professional Surveyors Standards and Specifications for Category 1A, Condition II Survey. Surveyor did not abstract property. Easements, building lines, etc., shown are as identified by:

GF 1076601900065 of FIDELITY NATIONAL TITLE INSURANCE COMPANY

Henry M. Santos

HENRY M. SANTOS, Registered Professional Land Surveyor No. 5450

STATE OF TEXAS REGISTERED HENRY M. SANTOS 5450 PROFESSIONAL LAND SURVEYOR

SURVEY OF OF 2.241 ACRES OF LAND SITUATED INSECTION 57 OF THE H.T.&B RR. CO. SURVEY, ABSTRACT NO. 289, BRAZORIA COUNTY A PART OF THAT CERTAIN 274.2 ACRES TRACT OF LAND DESCRIBED IN THE DEED TO STR\ERLING LAKES IOWA ASSOCIATES RECORDED IN BRAZORIA COUNTY CLERKS FILE NO 2005064607, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY TEXAS, SAID 2.241 ACRES TRACT DESCRIBED BY METES AND BOUDS

- ABSTRACTING BY TITLE COMPANY.
- ALL BEARINGS ARE BASED ON RECORDED PLAT OF SAID SUBDIVISION.
- COPYRIGHT 2018, Advance Surveying, Inc.(Email: advance_survey@asi23.com)

PHONE: 281 530-2939
FAX: 281 530-5464

PURCHASER: US GLOBAL FUELS	SCALE: 1" = 30'
ADDRESS: 0 MERIDIAN PARKWAY & KARSTEN BOULEVARD ROSHARON TEXAS, 77883	FIELD WORK: 04-22-21/DB
	DRAFTING: 05-01-21/RP
LENDER: –	FINAL CHECK: 05-03-21/AT
TITLE CO.: FIDELITY NATIONAL TITLE INSURANCE COMPANY	REVISIONS:
JOB NO.: 0411423-21-01	
G.F. NO.: 1076601900065	
KEY MAP: 692J	

ADVANCE SURVEYING, INC.
10518 KIPP WAY SUITE A-2 • HOUSTON, TEXAS 77099 • TBPLS FIRM NO. 10099200

ADICO
CONSULTING ENGINEERS

MEMORANDUM

Date: **March 30, 2022**

To: **Planning and Zoning Members**

City Council Members

From: **Dinh V. Ho, P.E.**

RE: **C-Store @ NWC Meridiana Parkaway and Karsten Blvd.**

Staff's Summary and Recommendations

CC: **Mayor Michael Byrum-Bratsen, Robert Hemminger Kayleen Rosser, Albert Cantu**

Staff received a variance request from the UDC from Rambo Enterprise for development of a C-Store, with gas pumps, and restaurants located at the northwest corner of Meridiana Parkway and Karsten Blvd.

1. Unified Development Code: Section 3.5.3.1(a) (4) – 71ft and 53ft Build to Line setback

Requests and Reason: Request variance for setback from Karsten Blvd. Because of the irregular shape and the fact that is it bordered by two major arterial roads on the east and south sides, implementing the 71' setbacks would pose difficulty to achieve the buildings desired size and orientation, which in terms will make the development economically impractical.

Copy

Staff Recommendations:

The proposed structure is a C-Store with 6-gas pumps, drive-thru Donut shop and Subway deli. Total acreage of the tract is 2.251 acres, inclusive of the pipeline easements. The purpose of UDC Section 3.5.3.1(a) is to encourage both pedestrian and vehicular building access; the front wall of the building shall be located at along build to line.

Since the tract is greater than 2.0 acres, the 71' build to line is required under Section 3.5.3.4 (a)(4).

Staff recommends the variance to be approved. Due to the irregular shape of the tract and the constraint of the pipelines along the western boundary, staff is recommending approval to allow for a 25' setback for the structure along Karsten.

2. Unified Development Code: Section 3.3.1.1 (a)(2)a.2. – Landscape Setback Variance

Requests and Reason: Requesting variance to the 15' landscape setback to accommodate drive thru lane for Shipley Do-Nuts. The Drive thru has been pushed back to the farthest back away from the major intersection for traffic safety reasons. Also this layout helps to achieve the desired number of fuel pumps to make the project economically viable. Keeps the C-store and restaurant traffic well separate to reduce any traffic conflicts within the site.

Staff Recommendations:

The north boundary of this tract is adjacent to the existing single-family residential. The current fencing is a 6' masonry wall. There are two Sections of the UDC that applies to this variance.

Section 3.3.1.1. (a)(2)a.2. *In addition to an opaque screening wall, there shall be a minimum 25-foot wide landscape buffer between nonresidential or multifamily and all single-family uses. The buffer, located on the nonresidential or multi-family property, shall also include Large Trees (from the Large Tree Plant list in UDC Section 3.1.3.31) with a minimum two-inch (2") caliper measured at twelve inches (12") above the root ball shall be provided, with the total caliper inches equal to at least one inch (1") for each ten feet (10') of lot depth.*

Section 3.3.1.1.(a)(2)a.3. *In situations where a fence already exists along the property line between the nonresidential or multiple-family use and the residential use, the screening required by this section shall be in addition to the existing fence unless the nonresidential or multifamily use obtains permission from the owner(s) of the existing fence to replace said fence with the opaque screening wall and twenty-five feet (25') buffer described above*

Staff recommend rejecting the variance to eliminate the 25' landscape buffer and associated tree requirements. It is our opinion this is not considered a hardship and the screening would provide a noise buffer for the existing residents. Staff also recommend keeping the existing 6' masonry fence in place, in lieu of replacing with a 8' opaque fence.

Copy

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS GRANTING A WAIVER AND **VARIANCE TO CERTAIN PIPELINE SETBACK REQUIREMENTS AT KARSTEN BOULEVARD AT MERIDIANA PARKWAY NW**; WITH RELATED PROVISIONS.

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

1. Findings of Fact

a. The City Council has determined that a waiver or variance should be granted as herein provided, because the criteria in **Section 22** of the Pipeline Ordinance have been satisfied.

b. All requirements of law concerning this ordinance and the waiver and variance herein granted have been satisfied.

2. Legal Requirements

Section 3(a)(1) of the Iowa Colony Pipeline Ordinance governs certain setbacks, as discussed in the attached Memorandum from the City Engineer.

Copy

3. Background

The City has received an application for a variance from the above provisions for a structure to be located at the northwest corner of Karsten Boulevard at Meridiana Parkway ("the Location"). The background is more fully stated in the Memorandum from the City Engineer attached hereto and incorporated herein in full.

4. Grant of Waiver and Variance

Accordingly, the City Council hereby grants a waiver and variance to the requirements of the above-cited section(s) of the Pipeline Ordinance concerning setbacks for the proposed structure at the Location; provided, however, that this variance is granted:

a. only to the extent shown in the **attached drawing(s)**;

b. but only to the extent stated in the **Memorandum attached hereto**;

c. in reliance upon the statements of fact in the **attached Application for Variance Request or Appeal** filed in this matter;

d. subject to any conditions or limitations stated in the Memorandum; and

e. subject to the conditions and restrictions in the **attached recommendation by the Planning and Zoning Commission.**

5. Savings Clause

The Pipeline Ordinance and all other ordinances of the City shall remain in full force and effect except as specifically provided herein.

6. 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.

7. Effective Date

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

PASSED AND APPROVED ON THE FIRST READING ON APRIL 18, 2022.

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

Copy

CITY OF IOWA COLONY

By: _____
MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY

ATTACHMENTS TO ORDINANCE GRANTING
VARIANCE TO CERTAIN PROVISIONS OF
PIPELINE ORDINANCE FOR
THE NORTHWEST CORNER OF KARSTEN BOULEVARD
AT MERIDIANA PARKWAY:

APPLICATION, DRAWINGS,
MEMORANDUM, AND
RECOMMENDATION FROM PLANNING AND ZONING
COMMISSION

Copy

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS GRANTING A WAIVER AND **VARIANCE TO CERTAIN SETBACK AND LANDSCAPE BARRIER REQUIREMENTS AT KARSTEN BOULEVARD AT MERIDIANA PARKWAY NW**; WITH RELATED PROVISIONS.

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

1. Findings of Fact

a. The Planning and Zoning Commission has made a written report to the City Council concerning this variance.

b. The City Council has determined that a waiver or variance should be granted as herein provided, because the criteria in Section 1.3.4.3 of the Unified Development Code have been satisfied.

c. All requirements of law concerning this ordinance and the waiver and variance herein granted have been satisfied.

2. Legal Requirements

a. **Section 3.5.3.1(a)(4)** of the Iowa Colony Unified Development Code governs certain setbacks, as discussed in the attached Staff Memo.

b. **Sections 3.3.1.1(a)(2) a.2, 3** of the Iowa Colony Unified Development Code govern certain landscape barriers, as discussed in the attached Staff Memo.

Copy

3. Background

The City has received an application for a variance from the above provisions for a structure to be located at the northwest corner of Karsten Boulevard at Meridiana Parkway ("the Location"). The background is more fully stated in the Staff Report attached hereto and incorporated herein in full.

4. Grant of Waiver and Variance

Accordingly, the City Council hereby grants a waiver and variance to the requirements of the above-cited sections of the Uniform Development Code concerning setbacks and landscape barriers for the proposed structure at the Location; provided, however, that this variance is granted:

a. only to the extent shown in the **attached drawing(s)**;

b. but only to the extent stated in the **Staff Report attached hereto**;

c. in reliance upon the statements of fact in the **attached Application for Variance Request or Appeal** filed in this matter;

d. subject to any conditions or limitations stated in the Staff Report; and

e. subject to the conditions and restrictions in the **attached recommendation by the Planning and Zoning Commission.**

5. Savings Clause

The Unified Development Code and all other ordinances of the City shall remain in full force and effect except as specifically provided herein.

6. 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.

7. Effective Date

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

PASSED AND APPROVED ON APRIL 18, 2022.

Copy

CITY OF IOWA COLONY

By: _____
MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY

ATTACHMENTS TO ORDINANCE GRANTING
VARIANCE TO CERTAIN PROVISIONS OF
UNIFIED DEVELOPMENT CODE FOR
THE NORTHWEST CORNER OF KARSTEN BOULEVARD
AT MERIDIANA PARKWAY:

APPLICATION, DRAWINGS,
STAFF REPORT, AND
RECOMMENDATION FROM PLANNING AND ZONING
COMMISSION

Copy

TEXAS GENERAL LAND OFFICE
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY PROGRAM

GLO CDBG-DR PROJECT NO. 20-065-008-C011

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

AMES BLVD. BRIDGE REPLACEMENT AT SOUTH HAYES CREEK

IOWA COLONY, TEXAS

CITY OF IOWA COLONY

Copy

Project No. 16007-60
January 2022

ADICO, LLC
TBPE FIRM NO. F-16423

STATE OF TEXAS
DINH V. HO
93895
LICENSED
PROFESSIONAL ENGINEER

01/18/2022

ADICO
CONSULTING ENGINEERS

TBPE FIRM NO. 16423
2114 El Dorado Blvd., Suite 400
Friendswood, TX 77546
(832) 895-1093

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Copy

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Copy

Advertisement and Invitation to Bid

The City of Iowa Colony will receive bids for Construction Plans for Ames Blvd. Bridge Replacement at South Hayes Creek, GLO CDBG-DR Project Number 20-065-008-C011. The project includes the removal and disposal of the existing wooden bridge, milling of existing asphalt road, installation of reinforced concrete box culverts, embankment, concrete slope paving, asphalt paving and ditch regrading. Bids will be received until 10:00 AM on February 9th, 2022 at 12003 Iowa Colony Blvd., Iowa Colony, Texas, 77583. Bids must be addressed to: Kayleen Rosser – City Secretary. The bids will be publicly opened and read aloud at 10:00 AM on February 9th, 2022 at 12003 Iowa Colony Blvd., Iowa Colony, Texas, 77583.

Bids includes several items and quantities of work as follows:

1.	Furnish and Install 6'x6' RCB Storm Sewer Pipe	128	LF
2.	Furnish and Install 5" Concrete Slope Pavement	96	SY
3.	Mill 2" Surface of Existing Asphalt Pavement	555	SY
4.	Remove and Dispose of Existing Wooden Bridge	1	LS
5.	Furnish and Install 12" Flexbase	180	SY
6.	Furnish and Install 2" HMAC Type D	555	SY
7.	Furnish and Install Flex Beam Guardrail	176	LF

Bid/Contract Documents, including Drawings and Technical Specifications are on file at 12003 Iowa Colony Blvd., Iowa Colony, Texas, 77583. A non-mandatory pre-bid meeting will be held on February 2, 2022 at 10:00 AM at 12003 Iowa Colony Blvd., Iowa Colony, Texas 77583.

Copy

Copies of the Bid/Contract Documents may be obtained by depositing $100.00 with the City of Iowa Colony for each set of documents obtained. The deposit will be refunded if the documents and drawings are returned in good condition within 10 days following the bid opening.

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid [for those contracts that exceed $100,000]. A certified check or bank draft payable to the City of Iowa Colony or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Agriculture Office of Rural Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin.

The City of Iowa Colony reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by City of Iowa Colony for a period not to exceed 30 / 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

City of Iowa Colony Robert Hemminger, City Manager (date)

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION

The project to be constructed will be financed with assistance from the General Land Office (GLO) under the U.S. Department of Housing and Urban Development Community Development Block Grant - Disaster Recovery (CDBG-DR) program and is subject to all applicable Federal and State laws and regulations. The City of Iowa Colony is the subrecipient of the grant funding and is hereby referred to as "City".

1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use.

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for clarification shall be made in writing to the City or Engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

If an addendum to the bid package is necessary, it must be distributed to each potential bidder. The distribution of an addendum shall be verified either by statements of receipt or registered/certified mail receipts, which shall be included in the public works construction file. The addendum shall allow adequate time for consideration in bid preparation (usually at least one week). If adequate time is not available, the bid opening date must be extended and the City must republish the invitation for bids containing the place, time, and date for the new bid opening. Note that any change to the original bid opening date will require republication of the invitation for bids at least once in a locally published newspaper. The republished notice will include the place, time and date for the new bid opening and must be published at least seven days prior to the new bid opening date.

Copy

3. Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The City will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

4. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

5. Bids

a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.

b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.

c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, Certification of Bidder Regarding Civil Rights Laws and Regulations, Certification of Efforts to comply with Section 3, Local Opportunity Plan, Conflict of Interest Questionnaire, Non-collusion Affidavit of Prime Bidder, Certification Regarding Lobbying and Disclosure of Lobbying Activities, Proposed Contract Breakdown, Certificate of Recovered Materials, and the Statement of the Bidder's Qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project's contract number, name of bidder and the date and time of bid opening.

d. The City may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.

e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

a. Any bidder may modify its bid by submitting a modification or supplemental bid at any time prior to the scheduled closing time for receipt of bids, provided such modification or supplemental bid is received by the City prior to the closing time. The modification or supplemental bid should not reveal the original bid price but should provide only the addition, subtractions or other modifications to the original bid so that the final prices or terms will not be known by the City until the sealed bid is open.

Copy

7. Bid Bond

a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

b. The bid bond or its comparable, will be returned to the bidder as soon as practical after the opening of the bids.

8. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The City shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the City that the bidder is qualified to carry out properly the terms of the contract.

9. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

10. Corrections:

Erasures or other corrections in the bid must be noted over the signature of the bidder.

11. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

12. Opening of Bids

The City shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

13. Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating its purpose in writing to the City. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

14. Award of Contract/Rejection of Bids

a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The City reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.

b. The City reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

Copy

15. Execution of Agreement/Performance and Payment Bonds

a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of $100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work.

b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:

- Municipalities: If the contract is in excess of $50,000, a payment bond is required.

c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award - or within such extended period as the City may grant, shall constitute a default and the City may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either

case, the City may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the City for a refund.

16. Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

17. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and other civil rights requirements.

18. Certification Regarding Lobbying

Contractors who apply or bid for an award of $100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer of employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.

19. System for Award Management (SAM)

All contractors and subcontractors must be searched on www.sam.gov and cleared (not suspended or debarred) prior to any formal action authorizing the award of a contract to the contractor.

Copy

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 2/22/22

Bidder (Legal Name of Firm): Wade Con, LLC

Date Organized: 10/2016

Name of Owner(s): Jerry Wade

Address: 1525 Lakeville Dr Suite 115
Kingwood, TX 77339

Date Incorporated

Federal ID Number: 81-4072144

Number of Years in contracting business under present name 5+

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount $	Completion Date
See Attach		

Copy

Type of work performed by your company: Heavy Highway, Bridge Construction

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

50

Have you ever failed to complete any work awarded to you? ☐ Yes ☑ No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☑ No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five-year period or is still in effect? ☐ Yes ☑ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount $	Mo/Yr Completed
See Attach		

Major equipment available for this contract: See Attach

Are you in compliance with all applicable EEO requirements? ☑ Yes ☐ No

(If no, please attach summary of details on a separate sheet.)

Are you a Section 3 business? (see below) ☐ Yes ☑ No

Section 3 Business Concerns:

a) Businesses that are 51 percent or more owned by Section 3 residents;
b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
d) Businesses located within the City/County's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low-income persons.

Copy

Bank References

Address: 400 N Sam Houston Pkwy E Contact Name: Kelly Simmons

City & State: Houston TX Zip: 77060 Phone Number: 281-320-7405

Credit available: $ 500,000

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☐ No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 22 day of 2, 2022.

Signature

Jerry Wade Owner

Printed Name and Title

WadeCon, LLC

Company Name

Notary Statement:

Jerry Wade. being duly sworn, says that he/she is the _____Position/Title owner of WadeCon, LLC (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of Iowa Colony in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 21st day of February, 2022.

Notary Public

Jill Seiler Stark

Signature

Jill Seiler Stark

Printed Name

Copy

JILL SEILER STARK
Notary ID #132340144
My Commission Expires
January 31, 2024

My Commission Expires: 1/31/2024

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

Copy

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Jay Wade

Signature of vendor doing business with the governmental entity

2/22/22

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Copy

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Harris)

Jerry Wade, being first duly sworn, deposes and says that:

(1) He/She is owner of WadeCon, LLC, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Iowa Colony (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Copy

(Signed) Jerry Wade

owner
Title

Subscribed and sworn to me this 21st day of February.

By: Jill Seiler Stark
Notary Public

My commission expires 1/31/2024

JILL SEILER STARK
Notary ID #132340144
My Commission Expires
January 31, 2024

CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87*

(To be submitted with each bid or offer exceeding $100,000)

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, 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.

(2) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
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. Code. 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.

Copy

Statement for Loan Guarantees and Loan Insurance:
The undersigned states, to the best of his or her knowledge and belief, that: If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the Contractor, I hereby certify that the applicant will comply with the above applicable certification.

Jerry Wade

Signature of Contractor's Authorized Official

Jerry Wade

Printed Name and Title of Contractor's Authorized Official

2/2/22

Date

*24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Copy

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this

burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503

Copy

Approved by OMB
4040-0013

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application A b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ✓ Prime _____ Subawardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. **Federal Action Number,** *if known:*	9. **Award Amount**, *if known:* $	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** Jerry Wade **Print Name:** Jerry Wade **Title:** owner **Telephone No.:** 251-348-0853 **Date:** 2/22/22	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

Copy

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____ , on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File
Copy

Equal Opportunity Guidelines for Construction Contractors

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**

   For contracts over $ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."

2. **Are construction contractors required to ensure a legal working environment for all employees?**

   Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.

3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**

   No, two or more women should be assigned to each site when possible.

4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**

   Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.

5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**

   Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.

Copy

6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**

   If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to GLO.

7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**

   Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.

8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**

   Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

9. **Are any in-service training programs provided for staff to update the EEO policy?**

   At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time,

location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. **What recruitment efforts are made for Section 3 residents, minorities and women?**

    The construction contractor must notify, both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. **Are any measures taken to encourage promotions for minorities and women?**

    Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. **What efforts are taken to ensure that personnel policies are in accordance with the EEO policy?**

    Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to ensure that the EEO policy is carried out.

13. **Can women be excluded from utilizing any facilities available to men?**

    No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.

14. **What efforts should be utilized to include minority and female contractors and suppliers?**

    Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.

15. **If a construction contractor participates in a business-related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**

    No, the construction contractor is responsible for its own compliance.

16. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**

    No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

17. **What effort has been taken by the construction contractor to monitor all employment to ensure the company EEO policy is being carried out?**

    The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

Copy

Instructions for Proposed Contracts Breakdown and Estimated Project Workforce Breakdown

Proposed Contracts Breakdown
Type of Contracts – list all construction, materials, or other types of subcontracts (for example: electrical, plumbing, concrete, boring, etc.)

No. of Contracts – Number of contracts under this category

Approximate Total Dollar Amount – Total amount of each contract

Estimated No. to Local Business – Number of contracts awarded to local businesses and Section 3 businesses

Estimated $ Amount to Local Business - How many dollars will be spent locally for each type of contract? For example: will you hire any local employees or subcontractors?

Estimated Project Workforce Breakdown
Work Classifications – Classification of project employees as defined on Wage Rate

Total Estimated Positions – List the number employees for each work classification will you need on this project

Number of Positions Currently Filled – List the number of estimated positions you currently have filled

Number of Positions Not Filled – List the number of estimated positions you currently do not have filled

Number of Positions to Fill with Low to Moderate Income (Section 3) Residents – List the number of local residents earning low to moderate incomes that you plan to employ to fill the estimated positions not filled

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PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated $ Amount Local Business
None				

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LMI Residents (Section 3)
Skilled Labor	4	4	0	0
Labor	3	3	0	0
Totals	7	7	0	0

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Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

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of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

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the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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Title 29: Labor

PART 3—CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Contents

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§3.10 Methods of payment of wages.
§3.11 Regulations part of contract.

AUTHORITY: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14 of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 3145; Secretary's Order 01-2008; and Employment Standards Order No. 2001-01.

SOURCE: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

§3.1 Purpose and scope.

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This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction, prosecution, completion,* or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages,* regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

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[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008]

§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

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(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

Copy

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

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§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The WadeCon, LLC does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) WadeCon, LLC

(Address) 1525 Lakeville Dr Suite 115

Kingwood TX 77339

City State Zip

Telephone Number (281) 348 - 0853 Voice

( ) _____ - _____ TDD

Copy

_____ has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

MINORITY/FEMALE GOALS AND TIMETABLES

The female employment goal is effective as of April 1980 and is currently 6.9%. The percentages for minority participation in Texas are:

Texarkana Area:

Texarkana & Bowie Co.	19.7
Non-MSA Counties of Camp, Cass, Lamar, Morris, Red River & Titus	20.2

Tyler-Longview Area:

Longview, Gregg Co. & Harrison Co.	22.8
Tyler & Smith Co.	23.5
Non-MSA Counties of Anderson, Angelina, Cherokee, Henderson, Marion, Nacogdoches, Panola, Rusk, San Augustine, Shelby, Upshur & Wood	22.5

Beaumont-Port Arthur Area:

Beaumont, Port Arthur, Orange, Hardin Co., Jefferson Co., & Orange Co.	22.6
Non-MSA Counties of Jasper, Houston, Newton, Sabine, & Tyler	22.6

Houston Area:

Bryan, College Station & Brazos Co.	23.7
Galveston, Texas City & Galveston Co.	28.9
Houston, Brazoria Co., Fort Bend Co., Harris Co., Liberty Co., Montgomery Co. & Waller Co.	27.3
Non-MSA Counties of Austin, Burleson, Calhoun, Chambers, Colorado, DeWitt, Fayette, Goliad, Grimes, Jackson, Lavaca, Leon, Madison, Matagorda, Polk, Robertson, San Jacinto, Trinity, Victoria, Walker, Washington, & Wharton	27.4

Austin Area:

Austin, Hays Co., Travis Co., & Williamson Co.	24.1
Non-MSA Counties of Bastrop, Blanco, Burnet, Caldwell, Lee & Llano	24.2

Waco, Killeen, Temple Area:

Killeen, Temple, Bell Co. & Coryell Co.	16.4
Waco & McLennan Co.	20.7
Non-MSA Counties of Bosque, Falls, Freestone, Hamilton, Hill, Lampasas, Limestone, Milam & Mills	18.6

Dallas, Fort Worth Area:

Dallas, Fort Worth, Collin Co., Dallas Co., Denton Co., Ellis Co., Hood Co., Johnson Co., Kaufman Co., Parker Co., Rockwall Co., Tarrant Co. & Wise Co.	18.2
Sherman, Denison & Grayson Co.	9.4
Non-MSA Counties of Cooke, Delta, Erath, Fannin, Franklin, Hopkins, Hunt, Jack, Montague, Navarro, Palo Pinto, Rains, Somervell, & Van Zandt	17.2

Wichita Falls Area:

Wichita Falls, Clay Co. & Wichita Co.	12.4
Non-MSA Counties of Archer, Baylor, Cottle, Foard, Hardeman, Wilbarger & Young	11.0

Abilene Area:

Abilene, Callaghan Co., Jones Co. & Taylor Co.	11.6
Non-MSA Counties of Brown, Coleman, Comanche, Eastland, Fisher, Haskell, Kent, Knox, Mitchell, Nolan, Scurry, Shackleford, Stephens, Stonewall & Throckmorton	10.9

San Angelo Area:

San Angelo & Tom Green Co.	19.2
Non-MSA Counties of Coke, Concho, Crockett, Irion, Kimble, McCullough, Mason, Menard, Reagan, Runnels, San Saba, Schleicher, Sterling, Sutton & Terrell	20.0

San Antonio Area:

Laredo & Webb Co.	87.3

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San Antonio, Bexar Co., Comal Co. & Guadalupe Co.	47.8
Non-MSA Counties of Atascosa, Bandera, Dimmit, Edwards, Frio, Gillespie, Gonzales, Jim Hogg, Karnes, Kendall, Kerr, Kinney, La Salle, McMullen, Maverick, Medina, Real, Uvalde, Val Verde, Wilson, Zapata & Zavala	49.4
Corpus Christi Area:	
Corpus Christi, Nueces Co. & San Patricio Co.	41.7
Non-MSA Counties of Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak & Refugio	44.2
Brownsville, McAllen, Harlingen Area:	
Brownsville, Harlingen, San Benito & Cameron Co.	71.0
McAllen, Pharr, Edinburg & Hidalgo Co.	72.8
Non-MSA Counties of Starr & Willacy	72.9
Odessa, Midland Area:	
Midland & Midland Co.	19.1
Odessa & Ector Co.	15.1
Non-MSA Counties of Andrews, Crane, Glasscock, Howard, Loving, Martin, Pecos, Reeves, Upton, Ward & Winkler	18.9
El Paso Area:	
El Paso & El Paso Co.	57.8
Non-MSA Counties of Brewster, Culbertson, Hudspeth, Jeff Davis & Presidio	49.0
Lubbock Area:	
Lubbock & Lubbock Co.	19.6
Non-MSA Counties of Bailey, Borden, Cochran, Crosby, Dawson, Dickens, Floyd, Gaines, Garza, Hale, Hockley, King, Lamb, Lynn, Motley, Terry & Yoakum	19.5
Amarillo Area:	
Amarillo, Potter Co. & Randall Co.	9.3
Non-MSA Counties of Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Roberts, Sherman, Swisher, & Wheeler	11.0

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any) GLO CDGB-DR Project No. 20-065-008-C011
C/O	PROJECT NAME Construction Plans for Iowa Colony Bridge to serve Ames Blvd Bridge at Hayes Creek

1. The undersigned, having executed a contract with _____ _____ for the construction of the above-identified project, acknowledges that:

   (a) The Labor Standards provisions are included in the aforesaid contract,

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

   (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.

   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

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4. Certifies that:

   (a) The legal name and the business address of the undersigned are:

   (b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

   (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

Copy

_____
(Contractor)

Date _____

By _____

[INSERT Project Specific Wage Decision]

Copy

"General Decision Number: TX20220032 01/07/2022

Superseded General Decision Number: TX20210032

State: Texas

Construction Type: Heavy

County: Brazoria County in Texas.

HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines
(Does Not Include Flood Control)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022

* SFTX0669-001 04/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 31.68	22.20

SUTX2005-018 05/18/2005

	Rates	Fringes

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Carperter.......................$ 14.38            0.00

CEMENT MASON/CONCRETE FINISHER...$ 11.37            1.13

ELECTRICIAN.....................$ 18.40            1.34

Formbuilder/Formsetter..........$  9.83            1.69

IRONWORKER, REINFORCING.........$ 11.29            0.00

Laborers:
     Common.....................$  8.99            1.25
     Landscape..................$  7.35            0.00
     Mason Tender Cement........$  9.96            0.00
     Pipelayer..................$  9.63            1.50

PIPEFITTER......................$ 17.00            0.04

POWER EQUIPMENT OPERATOR:
     Backhoe....................$ 12.74            0.00
     Bulldozer..................$ 12.46            0.00
     Crane......................$ 11.00            0.74
     Excavator..................$ 16.74            0.00
     Front End Loader...........$ 10.47            1.28
     Grader.....................$ 12.20            1.48
     Tractor....................$ 11.29            1.45

TRUCK DRIVER....................$ 14.42            1.00
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WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking.  Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).


----------------------------------------------------------------


The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
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determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Copy

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: TX20220038 01/07/2022

Superseded General Decision Number: TX20210038

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

Copy

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/07/2022

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.98	
ELECTRICIAN	$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.34	
Structures	$ 12.23	
LABORER		
Asphalt Raker	$ 12.36	
Flagger	$ 10.33	
Laborer, Common	$ 11.02	
Laborer, Utility	$ 11.73	
Pipelayer	$ 12.12	
Work Zone Barricade Servicer	$ 11.67	
PAINTER (Structures)	$ 18.62	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 14.06	
Asphalt Paving Machine	$ 14.32	
Broom or Sweeper	$ 12.68	
Concrete Pavement Finishing Machine	$ 13.07	
Concrete Paving, Curing, Float, Texturing Machine	$ 11.71	
Concrete Saw	$ 13.99	
Crane, Hydraulic 80 Tons or less	$ 13.86	
Crane, Lattice boom 80 tons or less	$ 14.97	
Crane, Lattice boom over 80 Tons	$ 15.80	
Crawler Tractor	$ 13.68	
Excavator, 50,000 pounds or less	$ 12.71	
Excavator, Over 50,000 pounds	$ 14.53	
Foundation Drill, Crawler Mounted	$ 17.43	
Foundation Drill, Truck Mounted	$ 15.89	
Front End Loader 3 CY or Less	$ 13.32	
Front End Loader, Over 3 CY	$ 13.17	
Loader/Backhoe	$ 14.29	
Mechanic	$ 16.96	
Milling Machine	$ 13.53	
Motor Grader, Fine Grade	$ 15.69	
Motor Grader, Rough	$ 14.23	
Off Road Hauler	$ 14.60	
Pavement Marking Machine	$ 11.18	
Piledriver	$ 14.95	
Roller, Asphalt	$ 11.95	
Roller, Other	$ 11.57	
Scraper	$ 13.47	

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     Spreader Box...............$ 13.58

Servicer.......................$ 13.97

Steel Worker
     Reinforcing Steel..........$ 15.15
     Structural Steel Welder.....$ 12.85
     Structural Steel...........$ 14.39

TRUCK DRIVER
     Low Boy Float..............$ 16.03
     Single Axle................$ 11.46
     Single or Tandem Axle Dump..$ 11.48
     Tandem Axle Tractor w/Semi
     Trailer....................$ 12.27
----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking.  Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
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and wage rates that have been found to be prevailing for the
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determination. The classifications are listed in alphabetical
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in dotted lines beginning with characters other than ""SU"" or
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prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
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the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

Copy

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION"

Copy

CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and ID number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

NAME	ID NUMBER
Jerry Wade	

N/A

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

Copy

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provision of Parts A and D of Title IV of the federal Social Security Act (42 USC Section 601417 and 651-669).

Jerry Wade
Signature – Company Official

WadeCom, LLC
~~Jerry Wade~~
Printed/Type Firm Name

Jerry Wade
Printed/Typed Name and Title

2/22/22
Date

CONTRACTOR'S CERTIFICATION of RECOVERED MATERIAL

ACKNOWLEDGEMENT

I, Jerry Wade (Principal's Name) of Wade Con, LLC (Company Name), (hereinafter called "Contractor"), acknowledge the recovered material bidding requirements found in 2 CFR 200.322 that requires the Contractor to procure those items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

I also acknowledge that this requirement shall apply to items purchased (1) where the Contractor purchases in excess of $10,000 of the item under this contract; or (2) where during the preceding fiscal year, the value of the quantity acquired was in excess of $10,000.

Finally, I acknowledge the attached list of recovered materials included in the bid documents.
(For up-to-date listing, please go to https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#directory)

Jerry Wade
Printed Name and Title

Signature

2/22/22
Date

Copy

USE OF RECOVERED MATERIAL

Please check one:

- ☐ Recovered materials are included in this bid.
  Materials included _____
- ☑ Recovered materials are not reasonably available in a reasonable period of time.
- ☐ Recovered materials fail to meet reasonable performance standards, which are determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable.
- ☐ Recovered materials are only available at an unreasonable price.

Jerry Wade
Printed Name and Title

Signature

2/22/22
Date

[INSERT City/County's Executed Section 3 Plan]

Copy

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), the City of Iowa Colony agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.

B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.

C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG-DR grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.

D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG-DR funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

Copy

E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

F. Require that all Prime contractors and subcontractors with contracts over $100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.

G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Iowa Colony, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Michael Byrum-Bratsen, Mayor
Name, Title

12/16/19
Date

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Wadecon, LLC (Company) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Iowa Colony.

A. To ascertain from the City's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To ensure that subcontracts (greater than $10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.

G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.

J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.

K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

Copy

As officers and representatives of Wadecon, LLC (Company), we the undersigned have read and fully agree to this Plan and the City's Section 3 Plan, and become a party to the full implementation of the program and its provisions.

Jerry Wade
Signature

Jerry Wade
Printed Name

Owner
Title

2/27/22
Date

Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

CERTIFICATION FOR BUSINESS CONCERNS
Seeking Section 3 Preference in Contracting and Demonstration of Capability

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient:	Contract Number:	Date:

CONTRACTOR INFORMATION

Name of Business _____

Address of Business _____

Type of Business: ☐ Corporation ☐ Partnership ☐ Non-Profit Consortium
☐ Sole Proprietorship ☐ Joint Venture

Attach the following documentation as evidence of Section 3 eligible status:
(Definition of "Section 3 Business Concern" in 24 CFR 135 describes the three alternative qualifications.)

For Business claiming status as a Section 3 resident-owned enterprise:

- ☐ Copy of resident lease
- ☐ Copy of evidence of participation in a public assistance program
- ☐ Copy of receipt of public assistance
- ☐ Other evidence _____

Copy

For business entity as applicable:

- ☐ Copy of Articles of Incorporation
- ☐ Assumed Business Name Certificate
- ☐ List of owners/stockholders and % ownership of each appointed officers
- ☐ Organization chart with names and titles and brief function statement
- ☐ Certificate of Good Standing
- ☐ Partnership Agreement
- ☐ Corporation Annual Report
- ☐ Latest Board minutes
- ☐ Additional documentation

For business entity claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business(es):

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, by claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- ☐ List of all current full-time employees
- ☐ PHA/IHA Residential lease less than 3 years from day of employment
- ☐ List of employees claiming Section 3 status
- ☐ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ Current financial statement
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years
- ☐ Statement of ability to comply with public policy

_____
Authorized Name and Signature

_____
Date

(Corporate Seal)

Attested By: _____

Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

Code of Federal Regulations
Title 24- Housing and Urban Development

Volume: 1
Date: 2003-04-01
Original Date: 2003-04-01
Title: Section 135.38- Section 3 Clause
Context: Title 24- Housing and Urban Development. Subtitle B- Relating to Housing and Urban Development . Chapter 1- Office of Assistant Secretary for Equal Opportunity, Department. Part 135 Economic Opportunities for Low-and Very Low-Income Persons. Subpart B- Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

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§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Copy

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Copy

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Section 3

Economic Opportunity

A Piece of the American Dream

This project is federally funded and Section 3 compliance and reporting applies to all executed prime or sub contracts over $100,000.

About Section 3

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that economic opportunities generated by certain HUD financial assistance for housing (including Public and Indian Housing) and community development programs shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

Other HUD programs covered by Section 3 (to distinguish between HUD Public and Indian housing programs) are those that provide housing or community development assistance for housing rehabilitation, housing construction, or other public construction project.

Who are Section 3 residents?

Public housing residents including persons with disabilities. Low and very low income persons who live in the area where a HUD assisted projected is located.

What is a Section 3 Business?

A section 3 business is one:

That is owned by Section 3 residents
Employs Section 3 residents or;

Subcontracts with businesses that provide opportunities to low and very low income persons.

Who receives Economic Opportunities under Section 3?

For training and employment:

- ✓ persons in public and assisted housing;
- ✓ persons in the affected project neighborhood;
- ✓ participants in HUD Youth-build programs;
- ✓ homeless persons.

For contracting:

- ✓ businesses which fit the definition of a Section 3 business.

What am I required to do as a contractor?

- ✓ Submit monthly new hires report (pg7-8)
- ✓ Post any job vacancies at www.workintexas.com
- ✓ Keep a log of all applicants and indicate why Section 3 Residents who applied were not hired
- ✓ Retain copies of any employment applications completed by public housing, Section 8, voucher holders, Section 3 Residents

How to Post Job Vacancies

As required by the GLO Section 3 Policy, all Grantees and contractors receiving DR funding **must** post all job vacancies with the state's free job matching system – WorkInTexas.com. There are two ways to do this. Self-register with an employer account and post jobs directly online or contact your local Workforce Solutions Office. Staff is available to assist with account registration and/or can post jobs on your behalf at WorkIntexas.com. **The job title and job description must include the word SEC3.**

More ways to find Section 3 Applicants

- ✓ Advertising in other publications such as newspapers and websites
- ✓ Placing posters in prominent places in target areas
- ✓ Distributing flyers to the local Public Housing Authority

Where can I find my local Worforce Solution Center?

You may search for one here:
http://www.twc.state.tx.us/dirs/wdas/directory-offices-services.html?mid=0.07262226541895678

HUD Compliance and Monitoring?

HUD monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses. HUD provides technical assistance to recipients and contractors in order to obtain compliance with Section 3 requirements.

What if it appears that an entity is not complying?

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. There are appeal rights to the Secretary. Section
3 residents and businesses may also seek judicial relief.

How can Section 3 businesses or residents complain about a violation of Section 3 requirements?

By filing a complaint in writing to the local HUD FHEO Office or to:

The Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, SW, Room 5100
Washington, DC 20410-2000
1-800-669-9777
1-800-927-9276 (TTY)
www.hud.gov www.espanol.hud.gov

A written compliant should contain:

1. Name and address of the person filing the complaint;
2. Name and address of subject of complaint (HUD recipient or contractor);
3. Description of acts or omissions in alleged violation of Section3;
4. Statement of corrective actions sought

How can individuals and businesses find out more about Section 3?

Contact GrantWorks at 512-420-0303 ext.334 or Fair Housing and Equal Opportunity representative at your nearest HUD Office.

[Code of Federal Regulations]
[Title 24, Volume 1]
[Revised as of April 1, 2003]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR135.92]
[Page 704-707]

TITLE 24--HOUSING AND URBAN DEVELOPMENT
CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PART 135--ECONOMIC OPPORTUNITIES FOR LOW- and VERY LOW-INCOME PERSONS

Table of Contents

Appendix to Part 135

I. EXAMPLES OF EFFORTS TO OFFER TRAINING AND EMPLOYMENT OPPORTUNITIES TO SECTION 3 RESIDENTS

Copy

(1) Entering into ``first source'' hiring agreements with organizations representing Section 3 residents.
(2) Sponsoring a HUD-certified ``Step-Up'' employment and training program for section 3 residents.
(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.
(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

[[Page 705]]

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as ``force account labor'' in HUD's Indian housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

Copy

Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

NEW HIRES SECTION 3
MONTHLY COMPLIANCE REPORT

Reporting Month:

Economic Opportunities for Low and Very Low-Income Persons

This form is distributed to the General Contractor (GC) at the Pre-Construction Meeting. GC is also required to provide this form to any subcontractor firms that they anticipate hiring for this project.

CONTRACTOR INFORMATION

Name of Business:

Address of Business:

Authorized Representative for this contract:

Authorized Signatory:

Copy

ADDITIONALLY, PLEASE REVIEW AND COMPLY WITH STEPS 1 - 3 BELOW:

1. You must **sign and date** this form for the each applicable reporting month in connection with awarded project and deliver to:

2. When you **hire** a Section 3 resident in connection with this project, you must also complete this form and submit it to the Section 3 Coordinator identified above. Even if there were no **new hires** this form **must be completed and submitted to the Section 3 Coordinator identified above.**

☐ I have not hired any new employees during the reporting Month specified.

I have hired ☐ Section 3 employess and/or ☐ non-Section 3 employees during the reporting month shown here.

The following is a list of the new hires and the trades:

	New Hire Name	Job Category/Trade	Full-time? Yes or No
1.			
2.			
3.			
4.			

I have taken one or more of the following recruitment steps to hire a Section 3 Resident with the highest training and employment priority ranking. **Provide a brief description of actions taken:**

I have taken steps to find a Section 3 Resident in the applicable targeted areas where the project(s)/assistance will take place. **List areas:**

☐ Placed signs or posters at prominent places in each of the above listed areas. *Photographs were taken to document this action.*

I have advertised to fill vacancy(ies) at the site(s), where work is taking place, in connection with this project. **List advertisements (name publication, e.g. Work in Texas, Houston Chronicle, and/or website(s):**

Copy

☐ Distributed employment flyers to the administrative office of the local Public Housing Authority.

☐ Provided notice of positions available to the Texas Workforce Commission for potential applicants. *Provide copy of notice.*

☐ Contacted employment referrals or Youthbuild Program referrals. **List contacts:**

☐ Contacted with applicable parties to ensure that any HUD Youthbuild programs currently operating in the project(s) area/ assistance will take place.

☐ Kept a log of all applicants and indicate the reasons why Section 3 Residents who applied were not hired.

☐ Retained copies of any employment applications completed by public housing, Section 8 certificate or voucher holders or other Section 3 Residents.

☐ Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

3. Verification

☐ I have attached proof of all checked items.

Authorized Name and Signature

Date/Time Field

Text

Attested By:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, WadeCon, LLC as PRINCIPAL, and Great American Insurance Company, as SURETY are held and firmly bound unto Ohio hereinafter called the "Local Public Agency", in the penal sum of FIVE Percent of Amount Bid Dollars, ($5% AMT Bid), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated February 22, 2022, for Construction Plans for Iowa Colony Bridge to serve Ames Blvd Bridge at Hayes Creek

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (60) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above parties have executed this instrument this 22nd day of February 2022, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

Copy

(SEAL)

WadeCon, LLC

Attest: D Reynolds

By: (SEAL)

Affix Corporate Seal

Attest:

By:

Affix Corporate Seal

Great American Insurance Company

Attest: HMontagne

Hannah Montagne, Assistant Account Manager

By: Michele Bonnin, Attorney-In-Fact

Countersigned

By

* Attorney-in-Fact, State of Texas Jillian O'Neal

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, on behalf of said corporation by authority of its governing body.

Corporate
Seal

Title: _____

* Power-of-attorney for person signing for Surety Company must be attached to bond.

Copy

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 21339

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MICHELE BONNIN EDWARD ARENS PHILIP BAKER ERICA ANNE COX JILLIAN O'NEAL REBECCA GARZA	ALL OF THE WOODLANDS, TEXAS	ALL $100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11TH day of JULY, 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 11TH day of JULY, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Copy

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 22nd day of February, 2022.

Assistant Secretary

S1029AG (07/18)

GREAT AMERICAN INSURANCE GROUP

Great American Insurance Company of New York
Great American Alliance Insurance Company
Great American Insurance Company

IMPORTANT NOTICE:

To obtain information or make a complaint:

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 at:

P.O. Box 149104
Austin, TX 78714-9091
FAX: 1-512-490-1007

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by certified or registered mail to the following address:

Mailing Address: Great American Insurance Company
P.O. Box 2119
Cincinnati, Ohio 45202

Physical Address: Great American Insurance Company
301 E. Fourth Street
Cincinnati, Ohio 45202

Copy

You may also contact the Great American Insurance Company Claim office by:

Fax: 1-888-290-3706

Telephone: 1-513-369-5091

Email: bondclaims@gaic.com

PREMIUM OR CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning 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 BOND:

This notice is for information only and does not become a part or condition of the attached document.

CONSTRUCTION CONTRACT

THIS AGREEMENT made this the _____ day of _____, _____, by and between _____ (*a corporation organized and existing under the laws of the State of* _____) (*a partnership consisting of* _____) (*an individual trading as* _____) *[Note 1]* hereinafter called the "*Contractor*", and City of Iowa Colony hereinafter called the "*City*."

WITNESSETH, that the Contractor and the City for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, embankment, grading, paving, slope paving and storm sewer lines *[Note 2]* for the Community Development Block Grant – Disaster Recovery (CDBG- DR) project, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, all as prepared by Adico, LLC acting and in these contract documents preparation, referred to as the "*Engineer*".

ARTICLE 2. The Contract Price. The City will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in_____ hereof.

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

Copy

a. This Agreement (pgs. 1-3)
b. Addenda
c. Invitation for Bids
d. Instructions to Bidders
e. Signed Copy of Bid
f. General Conditions, Part I
g. Special Conditions
h. Technical Specifications
i. Drawings (*as listed in the Schedule of Drawings*)
j. [Add any applicable documents]

ARTICLE 4. Performance. Work, in accordance with the Contract dated _____, _____, shall commence on or before _____, _____, and Contractor shall complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, _____.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in *triplicate* (Note 3) original copies on the day and year first above written. (Note 3)

_____
(The Contractor)

By_____*[Note 4]*
Title_____

_____
(City)

By_____

_____
Title_____

Corporate Certifications

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Copy

Corporate
Seal

_____
(Corporate Secretary)

Wadecon, LLC

ORIGINAL

PROPOSAL BID FORM

CITY OF IOWA COLONY
AMES BLVD BRIDGE AT SOUTH HAYES CREEK
GLO CDBG-DR PROJECT NO. 20-065-008-C011

Item No.	Qty.	Unit	Description of Item with Unit Price	Unit Price	Total Cost
SECTION A - STORM SEWER ITEMS					
1.	128	L.F.	Furnish and Install Dual 6' X 6' RCB Storm Sewer Pipe: including bedding and backfill, complete in place	$ 1,000 ea	$ 128,000 ea
2.	96	S.Y.	Furnish and Install 5" Concrete Slope Pavement: complete in place	$ 100 ea	$ 9,600 ea
Subtotal Section A - Storm Sewer Items:.....					$ 137,600 ea
SECTION B - ROADWAY IMPROVEMENT ITEMS					
1.	42	L.F.	Sawcut existing asphaltic pavement: remove & dispose offsite, complete in place:	$ 20 ea	$ 840 ea
2.	1	L.S.	Remove existing steel plates (4 total) - Relocate to location as designated by Engineer: including equipment and labor, complete in place	$ 2,500 ea	$ 2,500 ea
3.	555	S.Y.	Mill 2" surface of existing asphalt pavement, remove & dispose complete in place	$ 20 ea	$ 11,100 ea
4.	1	L.S.	Remove and Dispose of Existing Wooden Bridge with all appurtenances: remove & dispose offsite, complete in place:	$ 10,000 a	$ 10,000 ea
5.	370	C.Y.	Import fill for roadway, including compaction in 8" lifts per specification including equipment and labor, complete in place	$ 20 ea	$ 7,400 ea
6.	180	S.Y.	Install 12" Flexbase per TxDOT Spec Items No. 247 (Type "D") including equipment and labor, complete in place	$ 70 ea	$ 54,600 ea
7.	555	S.Y.	Furnish and Install 2-inch HMAC Type "D" including equipment and labor, complete in place	$ 30 ea	$ 16,650 ea

Copy

Bid Sheet Must be Initialed by Same Person Who Signs Proposal:
(Initial) JW

Item No.	Qty.	Unit	Description of Item with Unit Price	Unit Price	Total Cost
8.	55	GAL	Prime Coat (MC-20 at 0.10 GAL/SY): including equipment and labor, complete in place	$ 10.00	$ 550.00
9.	55	GAL	Tack Coat (AC-10 at 0.10 GAL/SY): including equipment and labor, complete in place	$ 10.00	$ 550.00
10.	176	L.F.	Furnish and Install Flex Beam Guardrail: including equipment and labor, complete in place	$ 70.00	$ 12,320.00
11.	220	L.F.	Regrade Existing Road Side Ditch: including equipment and labor, complete in place	$ 20.00	$ 4,400.00
12.	250	L.F.	4-inch Wide Solid Yellow Stripe Thermoplastic complete in place:	$ 1.00	$ 250.00
13.	500	L.F.	4-inch Wide Solid White Stripe Thermoplastic complete in place:	$ 1.00	$ 500.00

Subtotal Section B - Roadway Improvement Items..... $ 121,660.00

SECTION C - MISCELLANEOUS ITEMS:

1.	1	L.S.	Construction Staking Services, complete in place:	$ 1,000.00	$ 1,000.00
2.	1	L.S.	Furnish Performance & Payment Bonds in accordance with contract documents, complete in place:	$ 15,000.00	$ 15,000.00
3.	160	L.F.	Furnish and Install Erosion Control Filter Fabric Fence as shown on the plans, complete in place:	$ 3.00	$ 480.00
4.	60	L.F.	Furnish and Install Filter Dam as shown on the plans, complete in place:	$ 10.00	$ 600.00
5.	0.25	AC	Furnish and Install Seasonal Mix Hydromulch Seeding (guaranteed grow) Adjacent to roadway widening, complete in place:	$ 8,000.00	$ 2,000.00
6.	2	Mo.	Furnish, install and maintain traffic control devices and appurtenances as shown on the plans and as required by TxDOT, in accordance with Texas Manual on Uniform Traffic Control Devices (latest edition), complete in place:	$ 2,500.00	$ 5,000.00
8.	1	L.S.	Dewatering during construction including equipment and labor, complete in place	$ 5,000.00	$ 5,000.00

Subtotal Section C - Miscellaneous Items..... $ 29,080.00

Copy

Bid Sheet Must be Initialed by Same Person Who Signs Proposal:
(Initial) JW

Item No.	Qty.	Unit	Description of Item with Unit Price	Unit Price	Total Cost
SECTION D - EXTRA WORK ITEMS: (To be used only as directed by the Engineer.)					
1.	10	TON	Furnish and mix Lime for subgrade stabilization, complete in place:	$ 300.00 ($150.00)*	$ 3,000.00
2.	10	TON	Furnish cement for subgrade stabilization including all material and labor, complete in place:	$ 100.00 ($75.00)*	$ 1,000.00
3.	10	TON	Furnish and install extra cement stabilized sand, complete in place:	$ 50.00 ($22.00)*	$ 500.00
4.	50	C.Y.	Misc. excavation and on-site disposal as directed by the Engineer, complete in place:	$ 10.00 ($5.00)*	$ 500.00
5.	500	C.Y.	Import of select fill material, as directed by the Engineer, complete in place:	$ 10.00 ($10.00)*	$ 5,000.00

* Minimum Unit Bid Price

Subtotal Section D - Extra Work Items *(Do Not Include in Base Bid)* ..... $ 10,000.00

Copy

BID SUMMARY

SUBTOTAL SECTION A - STORM SEWER ITEMS	$ 137,600.00
SUBTOTAL SECTION B - ROADWAY IMPROVEMENT ITEMS	$ 121,660.00
SUBTOTAL SECTION C - MISCELLANEOUS ITEMS	$ 29,080.00
SUBTOTAL SECTION D - EXTRA WORK ITEMS	$ 10,000.00
TOTAL BASE BID (SECTIONS A+B+C)** **NOTE: DO NOT INCLUDE SECTION D IN BASE BID.	$ 288,340.00
TOTAL AMOUNT BID FOR MATERIALS	$ 180,000.00
TOTAL AMOUNT BID FOR SKILLS, LABOR, EQUIPMENT, ETC.	$ 108,340.00

Acknowledge Receipt of Addendum Nos. 1, 2, gw (Initial).

The undersigned (Contractor) represents and warrants that (1) all tangible personal property idendtified as "materials" in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property.

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX.

Bid Sheet Must be Initialed by Same Person Who Signs Proposal:
(Initial) gw

GENERAL CONDITIONS - PART I
FOR CONSTRUCTION

1. Contract and Contract Documents

a. The project to be constructed pursuant to this contract will be financed with assistance from the General Land Office (GLO) through the Community Development Block Grant – Disaster Recovery (CDBG-DR) fund and is subject to all applicable Federal and State laws and regulations.

b. The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

2. Definitions

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

(a) The term "Contract" means the Contract executed between the City of Iowa Colony, hereinafter called the "City" and _____, hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.

(b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.

(c) The term "Engineer" means Adico Consulting Engineers, Engineer in charge, serving the City with architectural or engineering services, his successor, or any other person or persons, employed by the City for the purpose of directing or having in charge the work embraced in this Contract.

Copy

(d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision By Contractor

(a) Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the Engineer, on the work at all times during working hours with full authority to act as Contractor's agent. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.

(b) The Contractor shall be responsible for all work executed under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

(a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor has been cleared (not suspended or debarred) to participate in federally funded contracts.

(b) No proposed subcontractor shall be disapproved by the City except for cause.

(c) The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.

(e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

(f) Contractors are encouraged to subcontract with Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

(a) Partial Payments

1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

Copy

2) Monthly or partial payments made by the City to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.

(b) Final Payment

1) After final inspection and the acceptance by the City of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.

2) Before paying the final estimate, City shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The City may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

3) Any amount due the City under Liquidated Damages, shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the City shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

(d) Withholding Payments

The City may withhold any payment due the Contractor as deemed necessary to protect the City, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the City elects to do so. The failure or refusal of the City to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

(a) The City may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by CDBG-DR prior to execution of same.

Copy

(b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

(c) If applicable unit prices are contained in the Contract, the City may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

(d) Each change order shall include in its final form:

1) A detailed description of the change in the work.

2) The Contractor's proposal (if any) or a confirmed copy thereof.

3) A definite statement as to the resulting change in the contract price and/or time.

4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

(a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the City, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

(b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

(c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the City and work shall not proceed except at the Contractor's risk, until written instructions have been received from the City.

(d) If, on the basis of the available evidence, the City determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

Right of the City to Terminate Contract for Convenience

City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Copy

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

Right of the City to Terminate Contract for Cause

If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may set-off the

damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. 2 CFR 200 APPENDIX II(B)

(a) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the City as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of Five Hundred Dollars ($500.00) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the City for the amount thereof.

(b) Excusable Delays.

1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

3) Any acts of the City;

4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

5) Provided, however, that the Contractor promptly notifies the City within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

Copy

10. Assignment or Novation

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the City for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the City.

12. Shop Drawings

(a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in two (2) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor's own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

(b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

(c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the City not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

13. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the City for any additional information which should be furnished by the City under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

Copy

14. Materials and Workmanship

(a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

(b) The Contractor shall furnish to the City for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

(c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

(d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

(e) The City may require the Contractor to dismiss from the work such employee or employees as the City or the Engineer may deem unqualified.

15. Samples, Certificates and Tests

(a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

(b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

(c) Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

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(d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;

2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;

3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;

4) The City will pay all other expenses.

16. Permits and Codes

(a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the City will adjust the Contract by Change Order to conform to such ordinances

or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

(b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the City.

(c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

(d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

(e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

(f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the City, shall moisten the surrounding area to prevent a dusty condition.

17. Care of Work

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(a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

(b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

(c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of City.

(d) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.

(e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

18. Accident Prevention

(a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.

(b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

(c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

(d) The Contractor shall indemnify and hold harmless the City from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

(e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.

(f) The contractor shall at all times conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the City, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the City at the expense of the Contractor.

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19. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

20. Use of Premises

(a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the City, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.

(b) The Contractor shall comply with all reasonable instructions of the City and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably

clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

22. Inspection

(a) All materials and workmanship shall be subject to inspection, examination, or test by the City and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The City shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the City.

(b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the City will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

(c) The Contractor shall notify the City sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the City.

(d) Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.

(e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

(f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

23. Review by City

The City and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the City through its authorized representatives or agents.

Copy

24. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the City in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The City will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

25. Deduction for Uncorrected Work

If the City deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the City and subject to settlement, in case of dispute, as herein provided.

26. Insurance

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the City.

(a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

(b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: (1,000,000.00).

(c) Proof of Insurance: The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City."

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27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the City free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work.

29. Job Offices

(a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The City shall be consulted with regard to locations.

(b) Upon completion of the improvements, or as directed by the City, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

30. Partial Use of Site Improvements

The City may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

(a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

(b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

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31. Contract Documents and Drawings

The City will furnish the Contractor without charge three (3) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

32. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the City in the Notice to Proceed, and shall be fully completed within _____ calendar days thereafter.

33. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the City the sum of Five Hundred Dollars ($ 500.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

ADMINISTRATIVE REQUIREMENTS

34. Local Program Liaison

For purposes of this Agreement, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

35. Access to Information

(a) The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the General Land Office (GLO), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the CDBG-DR award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's CDBG-DR contract with GLO. **2 CFR 200.336 (former 24 CFR 85.36(i)(10))**

The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

36. Records Retention

(a) The Contractor shall retain all required records for three years after the City makes its final payment and all pending matters are closed. 2 CFR 200.333 (former 24 CFR (85.36(i)(11))

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

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FEDERAL REQUIREMENTS

37. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-DR program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

38. Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on

any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (**a copy of which is attached as Section B. 11. and herein incorporated by reference**), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to GLO.

39. Conflicts of Interest

(a) Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-DR award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.

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(b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-DR award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.

(c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the CDBG-DR award between GLO and the City or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-DR award between GLO and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

40. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 2 CFR 200 APPENDIX II (H)

41. Byrd Anti-Lobbying

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the non-Federal award.

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, 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, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

42. Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be. 2 CFR 200 APPENDIX II (E)

43. Equal Opportunity Clause

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Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a)Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§16811683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply.

During the performance of this contract, the Contractor agrees as follows:

(a.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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(b.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c.) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f.) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h.) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States. 41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

44. Section 109 of the Housing and Community Development Act of 1974.

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The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

45. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation

to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. 2 CFR 200 APPENDIX II (D)

46. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. 2 CFR 200 APPENDIX II (E)

47. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

48. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Copy

49. Non Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

50. The Provision of Local Training, Employment, and Business Opportunities

(a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. See also GLO Section 3 Policy and “Exhibit G” on the GLO-DR website.

(c) The Contractor will include this clause in every subcontract for work in connection with the project.

51. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

(a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Copy

(e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b). 24 CFR §135.38

52. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

53. Patent Rights and Inventions

Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

54. Energy Efficiency

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

55. System for Award Management (SAM)

All contractors and subcontractors must be searched AND cleared (not suspended or debarred) prior to authorization to work on the project.

Copy

56. Solid Waste Disposal Act

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

57. Procurement of Recovered Materials

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

(b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/

58. Domestic Preference

a) As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
b) For purposes of section (a) above:
   i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

STATE REQUIREMENTS

59. Verification No Boycott Israel.

As required by Chapter 2270, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

60. Foreign Terrorist Organizations.

Copy

Pursuant to Chapter 2252, Texas Government Code, [Company] represents and certifies that, at the time of execution of this Agreement neither [Company], nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

ENVIRONMENTAL CONDITIONS

61. Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). 2 CFR 200 APPENDIX II (G)

62. 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, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of 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. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

63. Flood Disaster Protection

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

64. Other Conditions

Any special conditions such as mitigation measures will be carried out as instructed by the Environmental Review Record. Enter Mitigation Measures from City Environmental Review Record as applicable

Copy

ADDITIONAL CONDITION OF AWARD —

DISCLOSURE OF INTERESTED PARTY FORM:
NEW OBLIGATION OF THE CITY TO RECEIVE INFORMATION FROM WINNING BIDDER

Effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), the City may not award a contract to a bidder unless the bidder submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the City as prescribed by the Texas Ethics Commission ("TEC"). In the event that the bidder's bid for the City is the best bid received, the City or its consultant, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid. Upon this acceptance, the winning bidder must promptly, not later than _____TIME (CST) on the _____DATE, file the materials described below.

PROCESS FOR COMPLETING THE DISCLOSURE FORM[1]

The Disclosure Form can be found at https://www.ethics.state.tx.us/forms/1295.pdf, and reference should be made to the following information in order to complete it:
(a) item 2 – Name of City ("City of Iowa Colony, Texas")
(b) item 3 – the identification number ("CDBG-DR City of Iowa Colony"), and
(c) item 3 – description of the goods or services assigned to this contract by the City ("Construction Services for City of Iowa Colony)

You must:

1) complete the Disclosure Form electronically at the TEC's "electronic portal", and
2) print, sign and deliver a copy (scanned and emailed is fine) of the Disclosure Form and Certification of Filing that is generated by the TEC's "electronic portal."

Copy

The following link will take you to the electronic portal for filing:
https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf

Also, a detailed instruction video may be found here:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Neither the City nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any business entity with respect to the proper completion of the Disclosure Form.

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[1] A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
  - the value of the contract cannot be determined at the time the contract is executed; and
  - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

[INSERT Contractor's Liability Insurance]

Copy

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brady, Chapman, Holland & Associates
10055 West Gulf Bank
Houston TX 77040

CONTACT NAME:
PHONE (A/C, No, Ext): 713688-1500 FAX (A/C, No): 713-688-7967
E-MAIL ADDRESS: ecerts@bch-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oaks Fire Ins.Co.(Travelers)	25615
INSURER B : Markel American (Crump Group)	28932
INSURER C : Travelers Lloyds Insurance Company	41262
INSURER D : Texas Mutual Insurance Co	21270
INSURER E :	
INSURER F :	

INSURED
WadeCon LLC
1525 Lakeville Drive, Suite 115
Kingwood TX 77339

COVERAGES **CERTIFICATE NUMBER:** 1414298762 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			DTCO5D802538COF20	8/1/2020	8/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X 2,500						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Deductible	$ 2,500
A	AUTOMOBILE LIABILITY			BA3N00760A202SG	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			MKLM4EUL100672	8/1/2020	8/1/2021	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0002037612	8/1/2020	8/1/2021	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Installation Floater			QT6608073X729TLC20	8/1/2020	8/1/2021	Any One Location Deductible	$2,000,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The policies include Blanket Additional Insured on the General Liability per form CG D6 04 08 13, Automobile per form CA T3 53 02 15, with a Waiver of Subrogation on the General Liability per form CG D3 16 11 11. Automobile per form CA T3 53 02 15, and Workers Compensation per form WC 42 03 04 (B), as required by written contract. This insurance is Primary and Non-Contributory as respects General Liability per form CG T1 00 02 19 as required by written contract. Excess Liability Follows Form as specifically set forth in the terms, conditions or endorsements on the policy per form no. MAUB00010115

CERTIFICATE HOLDER

*For Bid Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jeff Brady

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Copy

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

_____
(Name of Contractor or Company)

_____
(Address)

a _____, hereinafter called Principal,
(Corporation / Partnership)

and _____
(Name of Surety Company)

_____
(Address)
hereinafter called Surety, are held and firmly bound unto

_____
(Name of Recipient)

_____
(Recipient's Address)

hereinafter called OWNER, in the penal sum of $ _____

Dollars, $ _____ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Copy

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

Construction Plans for Iowa Colony to serve Ames Blvd. Bridge at Hayes Creek
(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation 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 or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each on of
(Number)
which shall be deemed an original, this the ___ day of _____.

ATTEST: _____
(Principal)

_____ By _____ (s)
(Principal Secretary)

(SEAL)

_____
(Witness as to Principal) (Address)

_____ _____
(Address)

ATTEST: _____
(Surety)

_____ By _____
(Witness as to Surety (Attorney in Fact)

_____ _____
(Address) (Address)

Copy

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

_____

(Name of Contractor or Company)

_____

(Address)

a _____ hereinafter called Principal, and

_____

(Name of Surety Company)

_____

(Address)

hereinafter called Surety, are held and firmly bound unto

_____

(Name of City/County)

_____

(City/County's Address)

hereinafter called OWNER, in the penal sum of $ _____

Dollars ($ _____) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

Copy

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

Construction Plans for Iowa Colony Bridge to serve Ames Blvd Bridge at Hayes Creek

_____

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation 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 or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____

counterparts, each one of which shall be deemed an original, this the _____ day of

_____.

ATTEST: _____
(Principal)

_____ By _____(s)
(Principal Secretary)

(SEAL)

_____ _____
(Witness as to Principal) (Address)

_____ _____
(Address)

_____

ATTEST: _____
(Surety)

_____ By _____
(Witness as to Surety) (Attorney in Fact)

_____ _____
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If PRINCIPAL/CONTRACTOR is Partnership, all partners should execute BOND.

Copy

GLO SIGNAGE REQUIREMENTS

All signs shall be placed in a prominent, visible public location at the construction site, and legible from at least three (3) feet distance.

Permanent signage is required on any public building or facility funded under this Contract. Please refer to the plans and specifications for further details.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, temporary signage shall be placed in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by Hurricane Harvey. Funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

Please include this requirement in your specifications and bid documents

Copy

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Copy

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Copy

General Affirmations

To the extent they apply, Provider affirms and agrees to the following, without exception:

1. Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.

2. If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

3. Under Section 231.006 of the Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.

5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.

6. Pursuant to Section 2155.003 of the Texas Government Code, Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Provider owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

8. Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.

Copy

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Provider certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Provider's submission of its offer to provide consulting services to the GLO or, in the alternative, Provider, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

10. If the Contract is not for architecture, engineering, or construction services, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract.

11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d).

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Provider's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Provider may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Provider must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Provider seeks as damages; and (3) the legal theory of recovery.

    b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

    c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

Copy

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

Copy

12. Provider represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Provider does not boycott Israel and will not boycott Israel during the term of the Contract.

13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

14. Provider certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

17. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Provider from providing free technical assistance.

18. Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.

Copy

20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.

21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN Texas STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE

CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO PROVIDER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO PROVIDER, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN Texas STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM

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23. PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROVIDER OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE CONTRACT. PROVIDER AND THE GLO shall FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND

PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PROVIDER WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF PROVIDER OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PROVIDER WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. Provider has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.

25. Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

Copy

26. Provider understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Provider shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.

27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Provider shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

30. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

31. Provider expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Provider represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

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ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Texas State Bar Number: _____

Copy

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

City: City of Iowa Colony **CDBG-DR No:** 20-065-008-C011

Contractor: _____ **Date:** _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____ _____, who being duly sworn, on oath, says that he is a duly authorized representative of _____ _; Contractor, and that all terms of the Contract for the completion of certain public works described as Construction Plans for Iowa Colony Bridge to serve Ames Blvd Bridge at Hayes Creek _____; City of Iowa Colony _____, Texas have been satisfactorily completed and that ALL sums of money for payrolls, bills for material and equipment, and other indebtedness connected with the Work for the Owner or its property might in any way be responsible to the best of my knowledge and belief, have been paid or will be paid or otherwise satisfied within thirty days after receipt of final payment from the Owner, or within the period of time required by Article 601f, Vernon's Civil Statutes. Payments not made in full at the time of this affidavit are listed below.

FINAL PAYMENTS pending as of this date hereof are: _____ **None Pending** _____ **As Listed Below**

Individual or Co. Name	Mailing Address	Amount Owed

Copy

_____
Signature

_____
Title

Affidavit must be signed by an individual owner or partner in partnership, or by a person authorized by by-laws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership. In the event subcontractors, laborers, or material suppliers have not been paid in full, the Contractor shall list here on the amount owed and the name and address of each subcontractor, laborer, or material supplier to whom such payment is owed.

Sworn and Subscribed before me this, the _____ day of _____ _____, 20_____.

_____ (SEAL)

Notary Public in and for _____
County, Texas

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office

Construction Contract Change Order Request

Reset Form

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Subrecipient: GLO Contract Number: Date:

Engineer Name, Address, and Phone: Subrecipient Name, Address, and Phone: Contractor Name, Address and Phone:

Project Number: Bid Package Number: Change Order Number:

Contract Origination Date: Project Description:

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule, etc.	Decrease in Contract Price	Increase in Contract Price	
				+ -

Change in Construction Contract Price

Original Contract Price:	
Cumulative Previous Change Order(s) Total:	
Contract Price Prior to this Change Order:	
Net Increase/Decrease of this Change Order:	
Contract Price with All Approved Change Orders:	
Cumulative Percent Change in Contract Price (+/-):	
Construction Contract Start Date:	

Change in Contract Time (Calendar Days)

Original Contract Time in Days:	
Net Change From Previous Change Orders in Days:	
Contract Time Prior to this Change Order in Days:	
Net Increase/Decrease of this Change Order in Days:	
Contract Time with All Approved Change Orders in Days:	
Subrecipient Contract End Date:	
Construction Contract End Date:	

Copy

Reimbursements of costs included in this change order are subject to review by the GLO-CDR.

*** This document may be executed prior to submission for GLO-CDR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

Approved by:

Subrecipient Signature	Engineer Signature	Contractor Signature
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)
City/County	Firm	Firm

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office

Construction Contract Change Order Request

Justification for Change

1. Will this Change Order increase or decrease the number of beneficiaries: ☐ Increase ☐ Decrease ☐ No change

   If there is a change, how many beneficiaries will be affected? Total _____ LMI _____

2. Effect of this change on the scope of work: ☐ Increase ☐ Decrease ☐ No change

3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☐ No change

4. Are all prices in the change order dependent upon unit prices found in the original bid? ☐ Yes ☐ No

If "no", explain:

5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? ☐ Yes ☐ No

If "yes", is an Environmental Reassessment required?

6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid (if applicable)? ☐ Yes ☐ No

7. Is the CCN permit still valid? (sewer projects only) ☐ Yes ☐ No

8. Are the handicapped access requirements/approval still valid (if applicable)? ☐ Yes ☐ No

9. Are other Disaster Recovery contractual special condition clearances still valid? ☐ Yes ☐ No

If "no", explain:

Copy

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office

Certificate of Construction Completion

Reset Form

Subrecipient: _____ Contract Number: _____ Date: _____

This is to certify that a final inspection of the project described below was conducted on _____

Contract was entered into on _____ between the city/county of _____ and

_____ for the construction of _____

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all addenda, change orders, and supplemental agreements thereto, with the following exceptions:

2. The sum of _____, deducted from the final payment to the Contractor is a fair and equitable settlement for the foregoing excepted work.

3. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace or make good any faulty workmanship and/or materials discovered in the work within a period of _____ from this date, as provided in the Contract.

4. Amount of Original Contract: _____

   Cumulative Change Orders: _____

   Final Amount of Contract: _____

   Less Previous Payments: _____

   Less Deductions (from #2 above): _____

   FINAL PAYMENT (Balance): _____

Copy

5. The Final Payment in the amount above is now due and payable.

6. Final Quantities:

Activity Code	Project Name (from Performance Statement)	Description (What is your Activity?)	Quantity	Metric

Certified by:

Engineer Signature	Contractor Signature	Subrecipient Signature
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)
Firm	Firm	City/County of

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TECHNICAL SPECIFICATIONS

ENTER PROJECT TITLE HERE

GLO CDBG-DR PROJECT NO. 20-065-008-C011

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PART 1 - GENERAL

1.01 DESCRIPTION

A. This section includes requirements for providing necessary safety systems to comply with local, state, and federal laws. Adherence to OSHA standards and provision of a safe working environment shall be the responsibility of the Contractor.

1.02 MINIMUM COMPLIANCE STANDARDS

A. Governing Documents: The following Documents govern the work except where more restrictive requirements are specified.

1. Occupational Safety and Health Administration (OSHA) construction standards 29 CFR Part 1926, as amended.

a. Either timber sheeting or piling systems will be acceptable. Timber sheeting systems shall meet or exceed the minimum requirements given in OSHA Tables P-1 and P-2. Other sheeting systems shall be equivalent to the timber sheeting system in size and design criteria.

b. A trench box may be utilized in areas where sloping excavation above the box does not result in a safety hazard or endanger adjacent facilities.

2. Texas Trench Laws, HB 665.

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1.03 SUBMITTALS

A. Supplemental Design and Calculations

1. Contractor shall prepare design with supporting calculations of proposed excavation support systems, including the following items:

a. Show proposed excavation support system construction, including materials, specifications, design calculations, and other information pertinent to the work.

b. Provide specifications, drawings and calculations prepared and sealed by a registered Professional Engineer licensed to practice in the State of Texas.

2. The Contractor's system design must be maintained in the Contractor's files through the contract period. The excavation support system design shall be submitted to the Engineer upon request.

3. If requested by the Engineer, the Contractor's system will not be reviewed or approved but will be maintained in the project records. The certification of

the system's design engineer will be accepted as evidence of the adequacy of the system for the purpose intended. The certificate shall state that the system meets or exceeds OSHA's minimum requirements and Texas Trench Laws.

1.04 QUALITY ASSURANCE

A. Engineering Services

1. Retain and pay for services of a registered Professional Engineer, licensed to practice in the State of Texas for the design and type of excavation support system.

1.05 PROJECT CONDITIONS

A. Examination of Conditions: Examine conditions affecting this work. Commencing work implies acceptance of existing conditions as satisfactory to the outcome of the work and the safety of the workers.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Excavation Safety System

1. Comply with the requirements of OSHA and more stringent supplemental design calculations.

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PART 3 - EXECUTION

3.01 PREPARATION

A. Identify required lines, levels, contour and vertical and horizontal benchmarks.

B. Maintain all benchmarks, control monuments and stakes whether newly established or previously existing. Protect from damage and discoloration.

3.02 PROTECTION

A. Protect trees, shrubs, lawns, and other features not designated for removal and intended to remain as a portion of final landscaping.

B. Protect bench marks and existing paving from equipment and vehicular traffic.

C. Protect above and below grade utilities. Report damage to lines immediately, and repair damage to the satisfaction of the Engineer.

3.03 TRENCH EXCAVATION

A. Excavation Procedures

1. Excavate soil to required lines and depths as shown on plans.

2. During excavation, pile material suitable for backfilling in an orderly manner far enough from the bank of the trench to avoid overloading, slides, or cave-ins.

3. Maintain the trench in a stable condition to avoid slides, cave-ins, settlement, or movement of the banks.

4. Install trench safety systems where required and in all trenches exceeding 5 feet in depth.

5. Correct unauthorized excavation at no additional cost to Owner.

6. Install sheeting and bracing as necessary in excavations to support the sides. Pull sheeting after excavation has been backfilled.

7. Grade sides of trenches as necessary to prevent surface water from flowing into the excavation. Remove any water from trenches with pumps.

8. Over excavate wet or unstable soil from the trench bottom to permit construction on a stable bed.

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3.04 CLEAN-UP

A. Remove from the project site and legally dispose of all debris. No rubbish or debris shall be buried on the project site or adjacent property.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PAYMENT

A. Trench safety systems, where trenches exceed 5 feet in depth, will be paid at a cost per linear foot. Unless specifically indicated otherwise, excavation and backfill cost to be included in pay item for piping, conduit, or structure.

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Section includes general requirements for signs, signals, control devices, flagmen (uniformed traffic control personnel), flares, lights and traffic signals as well as construction parking control and designated haul routes.

1.02 UNIT PRICES

A. Payment for this item is on a lump sum basis for all work described in this section.

1.03 TRAFFIC CONTROL PLAN

A. An alternate Traffic Control Plan (TCP), responsive to the Texas Manual on Uniform Traffic Control Devices (TMUTCD), may be developed and submitted to the Owner's Representative for approval. The Contractor's plan must be sealed by a Registered Professional Engineer, who is proficient in the field of Traffic Engineering.

B. For all work within TxDOT Right-Of-Way, the Contractor shall submit a Traffic Control Plan to Texas Department of Transportation for review and approval.

C. Submit Traffic Control Plan within 30 days following the Notice to Proceed.

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1.04 SIGNS, SIGNALS, AND DEVICES

A. Comply with Texas State Manual on Uniform Traffic Control Devices.

B. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.

1.05 CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.

B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.

C. Prevent parking on or adjacent to access roads or in non-designated areas.

1.06 FLAGMEN

A. Provide personnel and take such steps Contractor deems necessary to protect the Work and public. Use of flagmen will not relieve contractor of his responsibility for any damage for which he would otherwise be liable.

1.07 FLARES AND LIGHTS

A. Provide flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

1.08 HAUL ROUTES

A. Utilize haul routes designated by authorities or shown on the Drawings for construction traffic.

B. Confine construction traffic to designated haul routes.

C. Provide traffic control at critical areas of haul routes to regulate traffic, and minimize interference with public traffic.

1.09 TRAFFIC SIGNS AND SIGNALS

A. Install traffic control devices at approaches to site and on site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.

B. Install and operate traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.

C. Relocate traffic signs and signals as Work progresses to maintain effective traffic control.

1.10 REMOVAL

A. Remove equipment and devices when no longer required.

B. Repair damage caused by installation.

C. Remove post settings to a depth of 2 feet.

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PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Removing concrete paving, asphaltic concrete pavement, and base courses.

B. Removing concrete curbs, concrete curb and gutters, sidewalks and driveways.

C. Removing pipe culverts and sewers.

D. Removing miscellaneous structures of concrete, masonry, or combination of concrete and masonry.

1.02 UNIT PRICES

A. No separate payment will be made for removing existing pavements and structures under this Section unless included in bid documents. Include payment in unit price for work in appropriate sections.

B. Measurement, when included in bid documents will be as follows:

1. Measurement for removing and disposing of concrete base and surfacing, and removing asphaltic surfacing, is on a square yard basis measured between lips of gutters.

2. Measurement for removing and disposing of cement stabilized shell base course, with or without asphalt surfacing, is on a square yard basis.

3. Measurement for removing and disposing of concrete base and surfacing with curbs, is on a square yard basis measured from back to back of curbs. Payment includes removal of all base, asphaltic surfacing, concrete pavement, esplanade curbs, curb and gutters, and paving headers.

4. Measurement for removing and disposing of concrete pavement is on a square yard basis measured from back to back of curbs.

5. Measurement for removing and disposing of monolithic curb and gutter, removing monolithic concrete curb, and removing concrete curb, is on a lineal foot basis measured along the face of the curb.

6. Measurement for removing and disposing of concrete sidewalk and driveway is on a square yard basis.

7. Measurement for removing and disposing of miscellaneous concrete and masonry removal is on a cubic yard basis of the structure in place.

8. Measurement for removing and disposing of pipe culverts and sewers is on a lineal foot basis for each diameter of type of pipe removed.

C. No payment will be made for work outside maximum payment limits indicated on Drawings, or in areas removed for Contractor's convenience.

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1.03 REGULATORY REQUIREMENTS

A. Conform to applicable codes for disposal of debris.

B. Coordinate removal work with utility companies.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.01 PREPARATION

A. Obtain advance approval from Owner's Representative for dimensions and limits of removal work.

B. Identify known utilities below grade. Stake and flag locations.

3.02 PROTECTION

A. Protect utilities that remain from damage.

B. Protect trees and other plant growth, and features designated to remain.

C. Protect adjacent public and private property from damage.

D. Protect benchmarks, monuments, and existing structures designated to remain, from damage or displacement.

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3.03 REMOVALS

A. Remove by methods that will not damage underground utilities. Do not use a drop hammer near existing underground utilities.

B. Minimize amount of earth loaded during removal operations.

C. Where existing pavement is to remain, make straight saw cuts in existing pavement to provide clean breaks prior to removal. Do not break concrete pavement or base with drop hammer unless concrete or base has been saw cut minimum depth of 2 inches.

D. Where street and driveway saw cut locations coincide or fall within three feet of existing construction or expansion joints, break-out to existing joint.

E. Remove sidewalks and curbs to nearest existing dummy, expansion, or construction joint.

3.04 DISPOSAL

A. Remove debris resulting from Work under this section from site in accordance with requirements of Section 02227 - Waste Material Disposal.

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work to be performed under this item shall pertain to the protection of downstream watercourses (i.e., storm sewer system, ditches, wetlands, etc.) from sediment runoff caused by construction activities. The structures and protection shall be as shown on the plans or as directed by the Owner's Representative at various locations.

B. Contractor is responsible for implementation of the Storm Water Pollution Prevention Plan included in the contract documents, the requirements of the National Pollutant Discharge Elimination System General Permit for Industrial Activities - Construction, and local storm water quality regulations.

PART 2 - PRODUCTS

2.01 SAFETY FENCE

A. Safety fence shall be a minimum of 4 feet in height, orange or yellow in color, and shall have a break load of at least 300 lb/ft and a yield strength of at least 400 lb/ft. Safety fence is to be "Tenax Sentry" or approved equal.

2.02 SAFETY FENCE POST

A. Safety fence posts are to be Medium Duty No. 1.25, 6-foot metal "Tee" posts.

2.03 FILTER FABRIC FENCE

A. Filter fabric shall meet the requirements of City of Houston Standard Specification Section 02621 - Geotextile.

2.04 FILTER FABRIC FENCE POSTS

A. Filter fabric fence posts are to be 1" x 2" wood or equivalent metal with a minimum length of 3 feet.

2.05 STABILIZED CONSTRUCTION EXIT

A. Coarse aggregates shall consist of either crushed stone, gravel, crushed blast furnace slag, or combinations thereof. Aggregate particles shall be composed of clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic or injurious matter.

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B. Coarse aggregates shall conform to the following gradation requirements:

Sieve Size (Square Mesh)	Percent Retained (By Weight)
2-1/2"	0
2"	0 - 20
1-1/2"	15 - 20
3/4"	60 - 80
No. 4	95 - 100

PART 3 - EXECUTION

3.01 PLACEMENT

A. Erosion control structures and erosion control protection shall be provided at all storm sewer inlets, at those locations where construction activities are adjacent to wetland and/or drainage ditches, and at other such points as may be designated by the Owner's Representative or shown on the Plans.

3.02 RESPONSIBILITY OF THE CONTRACTOR FOR EROSION CONTROL

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A. The Contractor shall install erosion control measures at the earliest possible time during construction. If the Contractor fails to construct an erosion control structure after having been directed to do so by the Owner's Representative, this shall be cause for stopping construction on all parts of the project if, in the opinion of the Owner's Representative, the conditions warrant such action.

3.03 SAFETY FENCE

A. Contractor shall install a 4 foot high orange or yellow safety fence at the direction of the Owner's Representative. Fence posts shall be spaced a maximum of 10 feet and are to be bedded 2 feet minimum. The top of the post is to be level with the top of the fence. A 9 gage galvanized wire is to be installed and fastened to the top and bottom of the fence and wire ties shall be used to secure the fence to the posts. Contractor shall be responsible for maintaining this fence.

3.04 FILTER FABRIC FENCE

A. Contractor shall install filter fabric fences as specified on the Plans or at the direction of the Owner's Representative. A trench should be excavated approximately 6 inches wide and 6 inches deep along the line of posts, upslope from the fence. The filter fabric should be stapled or wired to the fence posts with 6 inches of fabric extending into the trench. The fabric should extend a minimum of 15 inches and a maximum of 18 inches above original ground surface.

B. The filter fabric should be purchased as a continuous roll cut to the length of the fence to avoid the use of joints. When joints are necessary, the fabric should be spliced together only at a support post, with a minimum 6 inch overlap, and sealed securely. When construction is complete, the trench should be backfilled and compacted over the filter material.

C. The filter fabric fence shall be stapled to the wooden stakes with minimum 1/2" long heavy duty wire staples. Filter fabric fence shall not be stapled to existing trees.

3.05 STABILIZED CONSTRUCTION EXIT

A. Provide stabilized construction exit, including truck washing area when authorized by Owner, of the sizes and at locations specified on the Plans. Stabilized construction exit shall be constructed in accordance with City of Houston Dwg. No. 01571-01.

B. Wheels must be cleaned prior to exiting the project site to avoid tracking sediment onto public right-of-way. When truck washing is needed to remove sediment, Contractor shall construct a truck washing area. Truck washing shall be done on stabilizing area which drains into an earth outlet sediment trap.

C. Construct stabilized construction exit and truck washing area in such a manner as to prevent sediment from entering public right-of-way, storm drain, ditch or watercourse through the use of sand bags, gravel, boards, or other similar methods.

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D. The stabilized construction exit and truck washing area shall be inspected and maintained daily by the Contractor. Provide top dressing with additional coarse aggregates as required to maintain the minimum berm depth. Repair and cleanout damaged measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public right-of-way must be removed immediately.

3.06 VEGETATIVE BUFFER STRIPS

A. All existing vegetation within areas designated on the plans as "vegetative buffer strips" shall be preserved in its natural condition. Areas shall not be disturbed by construction equipment traffic, materials storage, parking of worker's vehicles, or other construction related activities.

3.07 SOD

A. When directed by the Owner or noted in the Bid Proposal, Saint Augustine sod (16-inch wide single row, 32-inch double row) will be placed behind the back of curb after placement of the pavement.

B. Sod strips shall be watered to promote a healthy growth. Portions of sod strips which fail to thrive shall be replaced at the Contractor's expense.

3.08 BURLAP SAND BAGS

A. After placement of pavement, inlet protection devices (burlap sand bags) will be placed on either side and the back of Stage II storm inlets as shown on the plans.

B. Sand bags shall be removed upon final acceptance by the Owner, or when the Owner's Representative so directs.

3.09 INLET PROTECTION BARRIER

A. The entire perimeter of unfinished storm sewer inlets (Stage 1) will be protected with filter fabric and board covers as shown on the plans.

B. Inlet protection barriers shall be removed prior to construction of Stage II of the storm sewer inlets.

C. Sand bags will be placed in gutters on each side of existing inlets at locations shown on the plans.

3.10 MAINTENANCE

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A. Contractor shall inspect all structural controls within 24 hours after any storm event that meets or exceeds 0.5 inches of rainfall in a 24 hour period. During prolonged rainfall events, Contractor shall inspect structural controls on a daily basis. At a minimum, structural controls should be inspected once every 14 calendar days. A qualified representative of the Contractor, as approved by the Owner, shall provide these inspections. Should controls become ineffective, necessary repairs shall be performed to return the integrity of the structural controls.

B. Sediment deposits shall be removed and spread evenly on surrounding ground upslope from the fence when deposits reach approximately 1/3 the height of the filter fabric fence.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Filter fabric fence will be measured by the linear feet of completed and accepted filter fabric fence between the limits of the beginning and ending wooden stakes.

B. Stabilized construction exit, and truck washing area if provided, will be measured by the square yard of aggregate placed in 8-inch layer and including the beginning and ending tapered sections.

C. Sod will be measured by the linear foot of curb protected (single or double row as indicated on the bid sheet).

D. Stage I inlet protection barriers will be measured by each inlet protected.

E. Stage II inlet protection barriers will be measured by each inlet protected.

F. Sand bags will be measured per each sand bag placed in the gutter.

4.02 PAYMENT

A. Unless indicated in the bid sheet as a pay item, no separate payment for work performed under this Item, including Pollution Prevention Plan implementation, maintenance, and inspection. Include cost of work performed under this Item in Contract prices bid for items of which this work is a component.

END OF SECTION

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PART 1 - GENERAL

1.01 DESCRIPTION

A. This Section specifies the requirements for earthwork, including excavation, providing and placing of fill and backfill, constructing embankments, rough and fine grading, compacting and disposing of unacceptable and surplus excavated material.

B. Excavation shall not be classified as to the nature of the soil and shall include all material encountered regardless of the nature of the material, the moisture content thereof, the type of equipment required for excavating and disposal requirements. Excavation shall include the removal of earth, loose rock, bituminous surface, gravel, shell, iron ore, limestone or other base, trees or stumps not larger than six (6) inches in diameter measured one (1) foot above the ground, butts of old poles, roots, and any other like materials not concealed from view before work starts.

Earthwork shall be classified according to the purpose of the work as follows:

1. Streets and Roadways:

Earthwork for pavement shall include excavating, providing and placing fill and backfill, grading, compacting and disposal of unsuitable material involved in constructing roads, parking areas, driveways, walks and connections thereto, to the lines and grades indicated.

2. Trench Excavation and Backfilling:

Earthwork for storm drains and utilities shall include excavating, providing and placing bedding material and backfill, fine grading, compacting and disposing involved in constructing roadway drains, subgrade drains, underdrains, storm drainage system, water distribution systems, sanitary systems, electrical distribution systems, vaults, and other miscellaneous drainage and utility subsurface structures, to the lines and grades indicated.

3. Structural Excavation and Backfill

Earthwork for structures shall include excavation, subgrade preparation, providing and placing bedding material and backfill around completed structures, fine grading, and compaction involved in constructing below grade structures.

1.02 QUALITY ASSURANCE

A. The Owner will have the following tests performed, as he determines necessary, to determine the suitability of materials and compliance with these Specifications.

1. Moisture-density relationship: ASTM D 1557 or ASTM D 698.

2. Moisture content: ASTM D 2216 or D 3017.

3. In-place density: ASTM D 2167, D 1556 or D 2922.

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4. Liquid limit: ASTM D 423.

5. Plastic limit and plasticity index: ASTM D 424.

B. Tolerances

1. Finished surfaces of grades and subgrades shall be within plus or minus ½ in. of the line and grade indicated.

2. Moisture content of fill, backfill and embankment material, during placement, shall be within the following ranges

   a) Street and Roadway - within 2 percentage points of optimum moisture content.

   b) Trench Excavation and Backfill - between 3 percentage points below and 5 percentage points above optimum moisture content.

   c) Structural Excavation and Backfill - within 2 percentage points of optimum moisture content.

C. Reference Standards Applicable to this Section

1. ASTM: American Society for Testing and Materials.

   a) D 423: Test Method Liquid Limit of Soils.

   b) D 424: Test Method for Plastic Limit and Plasticity Index of Soils.

   c) D 698: Test Method for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures using 5.5-lb (2.49-kg) Ram and 12-in. (305-mm) drop.

   d) D 1556: Test Method for Density of Soil in Place by the Sand Cone Method.

   e) D 1557: Test Method for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54-kg) Ram and 18-in. (457-mm) drop.

   f) D 2167: Test Method for Density of Soil in Place by the Rubber Balloon Method.

   g) D 2216: Test Method for Laboratory Determination of Water (Moisture) Content of Soil, Rock and Soil-Aggregate Mixtures.

   h) D 2922: Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

   i) D 3017: Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

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PART 2 - PRODUCTS

2.01 MATERIALS

A. General Material Requirements

1. Material may be existing excavated material available from the site, salvage material from excavations or an off-site borrow source approved by the Owner's Representative. Acceptable material shall be free from debris, roots, humus and other organic material.

B. Cement Stabilized Sand: Composed of graded sand and Portland Cement mixed as specified in Section 02252.

C. Regular Fill: Regular fill shall consist of on-site material or borrow material similar to the on-site material and have equal or better engineering properties. The Contractor shall submit the Soil Classification, Moisture Content (ASTM D-2216), Plasticity Index (ASTM D-424), and Liquid Limit (ASTM D-423) of any proposed borrow material to the Owner's Representative for review and approval.

D. Select Fill: Select fill shall consist of on-site or borrow material with plasticity index between 7 and 20. The Contractor shall submit an analysis of any proposed borrow material to the Owner's Representative for review and approval. Analysis submitted shall be prepared by a certified independent testing laboratory employed and paid by the Contractor, and shall include the Soil Classification, Moisture Content (ASTM D-2216), Plasticity Index (ASTM D-424), Liquid Limit (ASTM D-423), and a moisture-density relationship curve.

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E. Top Soil: Top soil shall consist of natural, friable, sandy loam surface soil reasonably free from subsoil clay lumps, brush, objectionable weeds, stones, and other objectionable material and shall promote healthy growth of grass.

F. Bank Run Sand: Bank run sand shall consist of soil classified as SP, SW or SM by the Unified Soil Classification System (USCS) and shall have a plasticity index when tested of less than 7 percent and shall have liquid limit of 25 or less. Bank run sand shall have no more than 15 percent passing the No. 200 sieve when tested. The material shall be free of any roots, organic material, trash, clay lumps or other deleterious or other objectionable material.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

A. Erosion shall be prevented at all times. Temporary swales shall be cut where necessary to allow natural drainage of the site. Site will be shaped so that at no time will water pond.

B. Provide surface drainage during the period of construction to protect the work and to avoid nuisance to adjoining property. For work within surface drainage channels, provide proper dewatering during construction period to protect the work.

C. Construction traffic shall be distributed evenly over compacted areas, where practical, to aid in obtaining uniform compaction. Exposed areas with high moisture content shall be protected from excessive wheel loads.

D. The Contractor shall remove all muck and spongy materials which will not consolidate from the subgrade to a depth to be determined by the Owner's Representative and refill the space with acceptable material excavated within the limits of the project. Backfill material shall be placed in accordance with the requirements of paragraph 3.04.

E. Surplus excavated and unacceptable material will become the property of the Contractor and be disposed of at locations off the Site.

F. The Contractor shall not dispose of any excavated materials in an area designated as being within the 100-Year Flood Hazard Area. It shall be the contractor's responsibility to verify the flood plain status of any proposed disposal site.

G. If excess soil is deposited on private property, the Contractor must secure written permission from the property owner to do so. A copy of the written permission must be furnished to the Owner’s Representative and must include a description of the property on which the soil is deposited.

H. Earthwork materials shall not be placed, spread, rolled or compacted during inclement weather. If such operations are interrupted by rain, operations, shall not resume until it has been determined that the moisture content and density of the previously placed material are within the specified limits.

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I. Embankment and excavation slopes shall be maintained until completion of subsequent work. Slides, washouts, settlements, and subsidences that occur shall be promptly repaired and refinished.

J. The Owner's Representative shall be notified when unforeseen subsurface obstructions are encountered during excavation. Do not proceed with such portion of the excavation until instructed by the Owner's Representative.

3.02 EXCAVATION

A. General

1. Excavation shall be performed to the lines and grades indicated.

2. Limits of excavation shall allow for adequate working space and safety of personnel.

3. Loose fill, soft spots and other unacceptable material and debris shall be removed from the bottom of trench excavations.

4. Excavated material shall be placed a sufficient distance (min. 2 feet) from the edge of the excavation to prevent cave-ins or bank slides.

B. Roadway Excavation

1. All roadway excavation shall conform to the established alignment, grades and cross-sections.

2. If the Contractor for any reason fails to use diligent care in excavating and preparing rough grade for compaction and there is deficiency of earth after compaction, then he shall fill such low grade and recompact at his own expense.

3. The removal of base course material, including cement stabilized shell, with or without asphaltic surfacing, shall be included in the quantity of excavation.

C. Trench Excavation

1. General

a) Utilities and storm sewers shall be installed by the open cut method, except where tunneling, boring or jacking are indicated or authorized by the Owner's Representative.

b) When trenches are required in paved areas, the pavement shall be saw cut on neat lines at the width indicated for the trench, plus one foot on each side. Following completion of the piping installation, back-filling and compaction, the pavement shall be restored to a condition equivalent to that existing at the start of construction.

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2. Trenching for Storm Sewers and Sanitary Sewers

Trenches for pipe sewers smaller than 30-inch pipe shall have a width below the top of the pipe bell or other joint of not less than the outside diameter of the pipe plus 12 inches and not more than the outside diameter of the pipe plus 18 inches. Trenches for pipe sewers 30 inches and larger shall have a width below the top of the pipe of not less than the outside diameter of the pipe plus 16 inches and shall be wide enough to permit making up the joints but shall not be wider than the outside diameter of the pipe plus 24 inches.

No sewer pipe shall be laid in a trench in the presence of water. All water shall be removed from trench sufficiently ahead of the sewer placing operation to insure a dry, firm bed on which to place the sewer, and trench will continue to be dewatered until after pipe is bedded. Removal of water may be accomplished by bailing, pumping, or pumping in connection with wellpoint installation as the particular situation may warrant.

All storm sewer and sanitary sewer trenches greater than five (5) feet in depth shall have an excavation safety system in accordance with OSHA trench safety requirements.

3. Trenching for Water Mains

The minimum width of the bottom of the trench shall be such that there will be six inches space on each side between the pipe and the walls of the trench. The width of the trench at the surface is not to be less than at the bottom.

When excavating machinery is being used, same shall cut the trench to a grade six inches (6") lower than that indicated by the grade stakes.

The trench must be opened and excavated to the finished grade at all times for a distance of at least 50 feet in advance of the last joint. Water mains into which the mains under construction are to be connected must be definitely located well in advance of such connection to allow for possible adjustment of alignment and/or grade. The expense of any necessary change in grade or alignment must be borne by the Contractor if these precautions are not taken.

Bell holes must be excavated in advance of placing the pipe. Materials used shall be placed at locations so as not to interfere unnecessarily with the use of the streets by the public, and not more than two street intersections shall be closed at any time. The street surface along the line of the trench must be kept free of surplus spoil. Any amount of trench left open in excess of that required to facilitate hydrostatic testing may be ordered closed.

All water main trenches greater than five (5) feet in depth shall have an excavation safety system in accordance with OSHA trench safety requirements.

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3.03 ROUGH GRADING AND EMBANKMENTS

A. All unacceptable material shall be removed and the resulting depressions shall be filled to bring the site to the rough grading elevations indicated, prior to starting excavations, embankments or any other structural earthwork.

B. All inactive wells, test pits or holes, which were not completely removed by excavations, shall be filled with select fill material compacted in uniform layers not exceeding 8 in. compacted thickness. Each layer shall be compacted to the limits defined in paragraph 3.05.A.1, this specification.

C. Embankment shall be constructed as follows: Prior to starting the initial layer of earth fill, the entire area occupied by the fill shall be stripped of vegetation and topsoil and be thoroughly scarified for bonding of the existing and new material. The embankments or fills shall be constructed in successive horizontal layers not exceeding eight (8) inches in thickness. Each layer shall extend across the entire fill and be compacted to an apparent dry density of not less than the requirements stated in paragraph 3.05.A.1

D. On all streets if a spongy, wet or unstable subgrade condition is encountered, the Contractor will be required to stabilize, roll, or do the work necessary to get the required compaction of the base course at no additional cost.

3.04 TRENCH BACKFILLING

A. Backfilling shall not be started until pipes are bedded in accordance with the bedding requirements specified in each utility section.

B. Backfill for Trenches not under pavement for sewers, leads, stubs and water lines shall be earthen backfill placed in compacted lifts not to exceed 8" in depth.

C. Backfill for trenches under all pavement and one foot back of all curbs, including trenches for leads and stubs, sizes 48" diameter and smaller, shall be backfilled with cement stabilized sand for gravity sanitary sewers and with bank sand for force mains and water lines to a point one foot below the top of the subgrade. The remaining one foot depth of trench shall be backfilled with suitable earth material placed in 6” layers and mechanically compacted to a uniform density.

D. Trenches of sewers larger than 48" under all pavement shall be backfilled with select earth backfill material and mechanically compacted to a uniform density in lifts not to exceed 8" in depth.

NOTE: Under all pavement, by definition, means the entire area beneath the pavement extending to a point on the surface one foot back of all curbs or off the edge of pavement and beneath a line starting one foot back of the curb or off the edge of pavement extending away from the pavement on a downward slope of one foot horizontal to one foot vertical.

3.05 STRUCTURAL TESTING AND COMPACTION REQUIREMENTS

A. Compaction Requirements

1. Embankments shall be compacted to a uniform density of at least 95 % of the maximum dry density of soil as determined by ASTM D-698.

2. Earth Backfill for trenches not under pavement shall be compacted to a uniform density of at least 90 % of the maximum dry density of the soil as determined by the Standard Proctor Compaction Test ASTM D-698.

3. Earth Backfill for pipes 48" in diameter and larger under pavement shall be compacted to a uniform density of at least 95 % of the maximum dry density of the soil as determined by the Standard Proctor Compaction Test ASTM D-698.

4. Cement sand backfill for pipes under pavement shall be compacted to a uniform density of at least 95 % of the maximum dry density of the soil as determined by the Standard Proctor Compaction Text ASTM D-698.

B. Required Compaction Testing

1. Standard Proctor Compaction Tests. ASTM D-698 will be required for each type of embankment or backfill material used.

2. In Place Field Density Tests, ASTM D-2167, D-1556 or D-2922 will be required as follows:

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a) Embankments shall be tested at intervals not to exceed 300 linear feet of roadway and/or as conditions may require in each lift.

b) Trench backfill tests will be taken at approximately 100 foot intervals in each lift.

3. Embankment and Backfill materials not meeting specified density requirements will be removed, recompacted, and retested at no additional cost to the Owner. Costs for initial density tests will be borne by the Owner. Costs for all subsequent density tests, necessitated by failure of backfill materials to meet specification requirements, shall be borne by the Contractor.

END OF SECTION

Copy

PART 1 - GENERAL

1.01 DESCRIPTION

A. Section includes furnishing all labor, materials, equipment, power and incidentals for performing all operations necessary to dewater, depressurize, drain and maintain excavations and foundation beds as described herein and as necessary for construction of utilities, structures and appurtenances. Included are installing, maintaining, operating and removing dewatering systems and other approved devices for the control of surface and groundwater during the construction of open cut excavations, tunnels, access shafts, structures and appurtenances, and protecting work against rising waters and repair of any resulting damage.

1.02 CONTRACTOR'S RESPONSIBILITY

A. It is the sole responsibility of the Contractor to identify groundwater conditions and to provide any and all labor, material, equipment, techniques and methods to lower, control and handle the groundwater as necessary for his construction methods and to monitor the effectiveness of this installed system and its effect on adjacent facilities.

B. The Contractor shall operate, maintain and modify the system(s) as required to conform to these specifications. Upon completion of the construction, Contractor shall remove the system(s).

C. The Contractor shall assume sole responsibility for dewatering systems and for all loss or damage resulting from partial or complete failure of protective measures and any settlement or resultant damage caused by the dewatering operation, except as otherwise provided in the Contract Documents. Contractor shall monitor the possible influence on adjacent structures and other facilities due to ground water control and other construction activities.

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PART 2 - PRODUCTS

2.01 EQUIPMENT

A. Select equipment including but not limited to pumps, eductors, well points and piping and other material desired.

PART 3 - EXECUTION

3.01 DEWATERING EXCAVATIONS

A. Furnish, install, operate and maintain all necessary equipment for dewatering the various parts of the work and for maintaining free of water the foundations and such other parts of the work as required for construction operations. Dewatering system should provide for continuous operation including nights, weekends, holidays, etc. Appropriate backup shall be provided if electrical power is primary energy source for dewatering system. Also, as required for inspections and safety, or for any reason determined by the Engineer to be desirable.

B. Continue dewatering in all required areas, until the concrete structure or backfill has been completed to the top of the slopes of the excavation.

C. Provide a uniform diameter for each pipe drain run constructed for dewatering. Remove the pipe drain when it has served its purpose. If removal of the pipe is impractical, provide grout connections at 50-foot intervals, and fill the pipe with clay grout or cement and sand grout when the pipe has served its purpose.

3.02 DRAINAGE OF FOUNDATION BEDS

A. Dewater foundation beds for concrete structures by using well points or another approved method. Maintain the saturation line at least 2 feet below the lowest elevations where concrete is to be placed.

B. Drain foundations in areas where concrete is to be placed before placing reinforcing steel. Keep foundation beds free from water for 3 days after concrete is placed.

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3.03 DEWATERING TRENCH

A. No sewer pipe or waterline shall be laid in a trench in the presence of water. All water shall be removed from the trench sufficiently ahead of the sewer or waterline placing operation. The Owner's representative shall have full and final authority to require dewatering of the trench to ensure a dry, firm bed on which to place the sewer or waterline. Trench shall continue to be dewatered until trench backfilling operations have been completed.

B. Removal of water may be accomplished by pumping or pumping in connection with well point installation as the particular situation may warrant.

3.04 REQUIREMENTS FOR EDUCTOR, WELL POINTS OR DEEP WELLS

A. Eductor, well points or deep wells, where used, must be furnished, installed and operated by a reputable contractor regularly engaged in this business, and approved by the Owner's Representative.

B. If well points or deep wells are used, they shall be adequately spaced to provide the necessary groundwater control, and shall be properly developed to achieve the required pumping capacity. The well points or deep wells shall be sandpacked and/or

other means used to prevent pumping of fine sands or silts from the subsurface to minimize ground subsidence.

C. Install sufficient piezometers or observation wells to show that all trench excavation in sandy material is predrained prior to excavation. Install piezometers or observation wells not less than 1 week in advance of beginning of nearest excavation.

1. Dewatering may be omitted for portions of underdrains or other trenches, only where auger borings and piezometers of observation wells show that the soil is predrained by an exterior system.

3.05 MAINTENANCE AND OBSERVATION

A. A continual check by the Contractor shall be maintained to ensure that the subsurface soil is not being removed by the dewatering operation.

B. Maintenance and observation of piezometers or observation wells is the responsibility of the Contractor and shall consist of keeping them in good condition and observing and recording the elevation of the water level daily, as long as the dewatering system is in operation, and weekly thereafter until the work is completed or the piezometers or well are removed.

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C. Submit a record of the water level to the Engineer each day.

D. Replace damaged and destroyed piezometers or observation wells, unless otherwise accepted by the Engineer, with new piezometers or wells within 48 hours, at no additional cost to the Owner.

1. Cut off piezometers or observation wells in excavation areas, where exposed, as excavation proceeds, and continue to maintain and make observations as specified.

3.06 DURATION OF DRAINAGE

A. In areas where concrete is to be placed, carry out the foundation drainage so that the required lowering of the water table will be effected prior to placing reinforcing steel. Keep foundation beds free from water to the same levels for 3 days after pouring concrete.

3.07 PROTECTION OF STRUCTURES

A. Provide adequate protection for all structures to avoid damage to concrete.

B. Operate construction equipment over completed concrete slabs or structures only with approval. Rubber tire equipment heavier than 5 tons and crawlers heavier than 7 tons will require load spreading by sand fill or other means.

3.08 DISCHARGE OF WATER

A. Do not discharge pumped drainage water into the sanitary sewer system or inhibit pedestrian or vehicular traffic with the groundwater control system.

B. Discharge pumped drainage water into the storm sewer system or drainage ditch by direct means (i.e., discharge hose to inlet, burying header, etc.). Contractor shall monitor the discharged water to determine that soil particles are not being removed.

3.09 REPAIR OF DAMAGE

A. Contractor shall assume full responsibility for all loss and damage due to flooding, rising water or seepage resulting from dewatering operations in any part of the work. Contractor shall repair any damage to partially completed work from these or other causes, including the removal of slides, repair of foundation beds and performance of any other work necessitated by failure or slippage of cofferdams or lack of adequate dewatering or drainage facilities.

3.10 REPORTING

A. Contractor shall furnish daily information to the Engineer regarding the performance of the groundwater control systems. Monitoring reports shall be provided by Contractor to Engineer each week. As directed by the Engineer, the reports shall include tabulated measurements and plots of pumpage rates and water levels.

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3.11 REMOVAL OF SYSTEMS AND RESTORATION

A. The Contractor shall perform all required earthwork to restore temporary surface drainage and temporary protective works to the original grades or to the satisfaction of the Engineer.

B. Replace any excavation performed for convenience in the foundation beds with materials as impermeable as the original foundation material, and compacted to not less than 95 percent of the maximum dry density obtained from the ASTM D 698 compaction test.

C. All boreholes, wellpoint, deepwell, piezometer, observation wells and sump locations shall be removed and backfilled with materials acceptable to the Engineer and such work performed to the satisfaction of the Engineer. Holes connecting waterbearing layers shall be grouted when the installations are removed.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PAYMENT

A. Unless indicated in the bid sheet as a pay item, dewatering required during the course of the project to lower water table for utility installation and all other work performed under this section, to include removal of standing water, surface drainage seepage, or providing protection against rising flood shall be considered incidental to the project and the cost shall be included in the unit prices bid.

END OF SECTION

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PART 1 - GENERAL

1.01 DESCRIPTION

A. Waste material disposal consists of the following:

1. Disposal of trees, stumps, logs, brush, roots, grass, vegetation, humus, rubbish and other objectionable matter from operations such as clearing and grubbing, excavation and grading.

2. Disposal of unsuitable material or excess material from roadway excavation, open cut excavation, tunnel excavation, and/or channel excavation.

3. Disposal of material from work specified in the Plans or Specifications as removal and disposal.

4. Salvaging any material deemed salvageable by the Owner or called to be salvaged on the plans.

B. This section shall not apply to the disposal of contaminated material.

C. Unless otherwise specified, the Contractor is responsible for removal and disposal of waste material. No separate payment will be made for work performed under this section.

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PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.01 DISPOSAL AREA

A. Waste material must be removed from the work site and disposed of in manner not to damage the Owner or other persons.

1. The Contractor shall not dispose of any excavated materials within an area designated as being within the 100-Year Flood Hazard Area. It shall be the Contractor's responsibility to verify the flood plain status of any proposed disposal site.

2. If excess soil is deposited on private property, the Contractor must secure written permission from the property owner to do so. Written permission must include a description of the property on which the soil is deposited and a copy furnished to the Owner’s Representative.

3.02 SALVAGE

A. The Contractor shall coordinate all salvage operations with the Owner.

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Section includes clearing designated areas as called out on plans or as directed by the Owner's Representative of all timber, brush, debris, rubbish, spoil material and other objectionable materials.

B. Clearing and grubbing shall conform to the requirements specified in this Section. This specification replaces City of Houston Standard Specification 02233 in its entirety.

PART 2 - PRODUCTS - Not Used.

PART 3 - EXECUTION

3.01 CLEARING

A. All trees and brush within clearing limits (except trees, shrubs and other landscaping features designated by Owner to remain) shall be cut at ground level and all trees, brush, debris and objectionable materials shall be removed from the work site. All trees and shrubs outside of clearing limits shall be protected from damage, as necessary.

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3.02 GRUBBING

A. All stumps, roots and buried logs, vegetation and rubbish within clearing limits (except trees, shrubs and other landscape features designated by Owner to remain) shall be removed to a depth of two feet below natural ground.

B. Fill depressions resulting from clearing and grubbing operations with suitable backfill material and grade to drain. Place fill material in horizontal layers not exceeding 8 inch loose lifts, and thoroughly compact to 95 percent Standard Proctor density under future pavement, and 90 percent Standard Proctor density outside future pavement.

3.03. DISPOSAL OF MATERIALS

A. Dispose of all refuse from clearing operations offsite in accordance with Section 02235 - Waste Material Disposal. Bury no refuse on Owner's property.

B. Contractor may elect to burn material on-site within limits designated by the Owner. Contractor shall be required to obtain all permits necessary for on-site burning, and shall provide documentation of permits to the Engineer. Contractor shall be responsible for complying with all regulatory agency requirements associated with

on-site burning. In the event Contractor's on-site burning operations are suspended by regulatory agencies, Contractor shall be required to continue offsite disposal of refuse. Agency suspension of on-site burning shall not be justification for extension of the contract period.

3.04. LIMITS OF OPERATIONS

A. No clearing or grubbing shall be done beyond the limits of areas as shown on plans or as directed by Owner's Representative. All trees, shrubs and other landscape features designated by Owner to remain shall be protected against damage and trimmed when necessary.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Clearing and grubbing shall be measured as noted in the bid proposal.

4.02 PAYMENT

A. Where noted in the bid proposal, clearing and grubbing shall be paid for at the bid unit price for clearing and grubbing and shall include all material, equipment and labor and disposal of cleared material.

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END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION

A. This section specifies the requirements for providing, lime stabilization of subgrade using the slurry placement method.

1.02 UNIT PRICES

A. Stabilized subgrade shall be measured and paid per square yard for each thickness as shown on the plans.

B. Lime for stabilization shall be measured and paid per ton of lime.

1.03 QUALITY ASSURANCE

A. Reference Standards Applicable to this Section

1. AASHTO: American Association of State Highway and Transportation Officials

a) T 219: Methods of Testing Lime for Chemical Constituents and Particle Sizes.

2. ASTM: American Standard for Testing Materials

a) ASTM D 698: Standard Test Methods for Moisture-Density Relations of soils and soil-aggregate mixtures using 5.5 lb (2.49-Kg) rammer and 12-in. (305 mm) drop.

3. TxDOT: Texas Department of Transportation.

a) Standard Specifications for Construction of Highways, Streets and Bridges.

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1.04 SUBMITTALS

A. Certificates shall be submitted stating that the lime complies with the requirements of the TxDOT Standard Specifications, Item 264 - Hydrated Lime and Lime Slurry.

B. Certified weight tickets shall be submitted with each delivery of bulk lime to the Work Site.

C. A complete list of the equipment proposed for prosecution of the Work shall be submitted for approval. Listing shall include the manufacturer's description and characteristics of each piece of equipment.

1.05 PRODUCT DELIVERY AND HANDLING

A. If lime is furnished in bags, each shall bear the manufacturer's name, product identification and weight of contents. If bulk lime is furnished, each delivery shall have the weight of bulk lime certified on public scales.

B. Lime shall be stored in watertight enclosures and shall be protected from the elements.

1.06 ENVIRONMENTAL REQUIREMENTS

A. Lime shall neither be mixed nor placed when the ambient temperature is below 40 degrees F and is falling.

B. Lime may be mixed and placed when the ambient temperature is above 35 degrees F and rising.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Hydrated Lime: Hydrated lime shall consist of a dry powder obtained by treating quick lime with enough water to satisfy its chemical affinity for water under the conditions of its hydration. The lime shall consist essentially of calcium oxide, magnesium oxide and magnesium hydroxide. When tested in accordance with AASHTO T 219, the lime shall conform to the following:

1. Hydrate alkalinity: Minimum of 90 percent of $Ca(OH)_2$, by weight.

2. Unhydrated lime content: Maximum of 5.0 percent of CaO, by weight.

3. Free water content: Maximum of 4.0 percent of H_2O, by weight.

4. Residue retained on a No. 6 sieve: Maximum of 0.1 percent, by weight.

5. Residue retained in a No. 10 sieve: Maximum of 1.0 percent, by weight.

6. Residue retained on a No. 30 sieve: Maximum of 2.5 percent, by weight.

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B. Commercial Lime Slurry: Commercial lime slurry shall be a pumpable suspension of solids in water. The water or liquid portion of the slurry shall not contain dissolved material in sufficient quantity and of a nature injurious or objectionable for the purpose intended. When tested in accordance with AASHTO T 219, the solids portion of the mixture or solids content shall consist principally of hydrated lime of a quality and fineness sufficient to conform to the following:

1. Chemical composition of the solids content: Minimum of 90 percent of $Ca(OH)_2$, by weight.

2. Residue retained on a No. 6 sieve: Maximum of 0.0 percent, by weight.

3. Residue retained in a No. 10 sieve: Maximum of 1.0 percent, by weight.

4. Residue retained on a No. 30 sieve: Maximum of 2.5 percent, by weight.

5. Dry solids content: Minimum of 35 percent, by weight of the slurry.

C. Water: Water shall be potable, from municipal supplies approved by the State or City Health Department.

PART 3 - EXECUTION

3.01 PREPARATION

A. It is the primary requirement of this specification to secure a completed (lime stabilized subgrade) course of treated material containing a uniform lime mixture, of uniform density and moisture content, well bound for its full depth and with a smooth surface for placing subsequent courses.

B. Prior to the application of the lime slurry the roadbed shall be excavated to subgrade, shaped to conform to the typical sections, lines and grades as shown on the plans. The material, before lime is added, shall be scarified to the secondary grade (proposed bottom of the lime stabilized subgrade). Any wet or unstable materials below the secondary grade shall be corrected, by scarifying, adding lime, and compacting until it is of uniform stability.

3.02 CONSTRUCTION

A. General

1. Lime shall be applied only to that area where the first mixing operations can be completed during the working day.

2. Where the subgrade has a plasticity index (PI) less than twelve, the subgrade shall be cement stabilized as directed by the Owner's Representative.

3. Cement stabilized sand subgrade shall be used in lieu of the lime stabilized subgrade in narrow areas where it is impractical to use lime stabilized subgrade, with the approval of the Owner's Representative. All costs for furnishing and installing cement stabilized sand shall be paid for at the unit price bid for "Lime Stabilized Subgrade".

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B. The contractor shall use a cutting and pulverizing machine that will remove the subgrade material accurately to the secondary grade and pulverize the material at the same time. The contractor shall be required to roll the subgrade prior to using the pulverizing machine and correct any soft areas this rolling may reveal. The machine to be used shall be capable of cutting uniformly to the proper depth and shall have cutters that will plane the secondary grade to a smooth surface over the entire width of the cut. The machine shall be of such design that a visible indication is given at all times that the machine is cutting to the proper depth.

C. Slurry Placing

1. The lime shall be mixed with water in trucks with approved distributors and applied as a thin water suspension or slurry.

2. Lime shall be uniformly placed in such quantity that all soil to be treated receives the minimum percentage of lime by weight of dry subgrade indicated on the Drawings. In all cases, the subgrade shall contain a minimum lime content of 7% by weight of dry subgrade.

3. Lime slurry distribution shall be attained by making successive passes over a measured section of the area until the proper lime and optimum moisture content has been secured.

4. The distributor truck shall be provided with an agitator to keep lime and water uniformly mixed.

D. Mixing

1. First Mixing. The material and lime shall be thoroughly mixed by road mixers or other approved equipment, and the mixing continued until a homogeneous, friable mixture of material and lime is obtained, free from all clods or lumps. Materials containing plastic clays or other material which will not readily mix with lime shall be mixed as thoroughly as possible at the time of the lime application, brought to the proper moisture content and left to cure 1 to 4 days as directed by the Owner's Representative. During the curing period the material shall be kept moist.

2. Final Mixing. After the required curing time, the material shall be uniformly mixed. If the soil binder-lime mixture contains clods, they shall be reduced in size by raking, blading, discing, harrowing, scarifying or the use of other approved pulverization methods so that when all nonslaking aggregates retained on the 3/4 sieve are removed, the remainder of the material shall meet the following requirements when tested dry by laboratory sieves:

Minimum Passing 1-3/4 in. sieve	100 percent
Minimum Passing 3/4 sieve	85 percent

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3. During the interval of time between application and mixing, hydrated lime that has been exposed to the open air for a period of 6 hours or more or to excessive loss due to washing or blowing will not be accepted for payment.

4. Material shall be aerated or sprinkled as necessary to provide the optimum moisture before compacting.

E. Compaction

1. Compaction shall begin immediately after final mixing, unless approval is obtained from the Owner's Representative to delay the start of compaction.

2. Compaction shall start at the bottom and continue until the entire depth of the mixture is uniformly compacted to the specified density.

3. Where the total compacted thickness is to be greater than 8 in., material shall be spread and compacted in two or more approximately equal layers. The first layer of the treated material shall be compacted so that the material will not be mixed with the underlying material.

4. Compaction shall be accomplished by using approved tamping rollers, except that final passes shall be done only with heavy pneumatic rollers.

5. All irregularities, depressions and weak spots disclosed by passes of heavy pneumatic rollers shall be corrected by replacing with satisfactory material and recompacting as specified.

6. The lime-stabilized area shall be sprinkled and compacted to the extent necessary to provide 95% standard proctor density, as determined in accordance with AASHTO T 99. (ASTM D 698)

7. Tests shall be made by the independent testing laboratory assigned to the project to verify that compaction requirements have been met. At least one moisture and density test will be taken every 500 square yards.

F. Finishing and Curing

1. After the final layer of the lime-stabilized subgrade has been compacted, the subgrade shall be brought to the required lines and grades in accordance with the Contract Drawings. The completed section shall then be finished with a pneumatic-tired roller which is sufficiently light to prevent hair cracking of the surface.

2. The completed section shall be moist cured for a minimum of four days before further courses are added or any traffic is permitted on the stabilized surface.

END OF SECTION

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PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Cement stabilized sand for backfill and bedding of structures and utilities.

B. Cement stabilized sand for placement as roadway subgrade course where lime stabilization of subgrade is impractical.

1.02 UNIT PRICES

A. No payment will be made for cement stabilized sand for backfill and bedding of structures and utilities unless specifically noted in bid documents. Include payment for cement stabilized sand in unit price for applicable utility or structure installation section.

B. Where cement stabilized sand for roadway subgrade is used in lieu of lime stabilized subgrade in accordance with Section 02241 - Lime Stabilized Subgrade, all costs for furnishing and installing cement stabilized sand shall be paid for at the bid unit price for Lime Stabilized Subgrade.

C. Where use of cement stabilized sand is called for by Owner's Representative under Extra Work items, it shall be measured and paid by the cubic yard.

1.03 REFERENCES

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A. ASTM C31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.

B. ASTM C33 - Standard Specification for Concrete Aggregates (Fine Aggregate).

C. ASTM C40 - Standard Test Method for Organic Impurities in Fine Aggregates for Concrete.

D. ASTM C94 - Standard Specification for Ready-Mixed Concrete.

E. ASTM C123 - Standard Test Method for Lightweight Pieces in Aggregate.

F. ASTM C142 - Standard Test Method for Clay Lumps and Friable Particles in Aggregates.

G. ASTM C150 - Specification for Portland Cement.

H. ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb. (2.49-kg) Rammer and 12-in. (304.8 mm) Drop.

I. ASTM D1633 - Standard Test Method for Compressive Strength of Molded Soil-Cement Cylinders.

J. ASTM D2487 - Standard Test Method for Classification of Soils for Engineering Purposes (Unified Soil Classification System).

K. ASTM D4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.04 SUBMITTALS

A. Submit proposed design mix and test data for sand-cement mixture.

1.05 DESIGN REQUIREMENTS

A. Design sand-cement mixture to produce a minimum unconfined compressive strength of 100 pounds per square inch in 48 hours when compacted to 95 percent of ASTM D698 and when cured in accordance with ASTM C31, item 9, and tested in accordance with ASTM C31. Mix shall contain a minimum of 1-1/2 sacks of cement per cubic yard.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Cement: Type 1 Portland cement conforming to ASTM C150.

B. Sand: Clean, durable sand meeting grading requirements for fine aggregates of ASTM C33, and the following requirements:

1. Classified as SW, SP or SM by the United Soil Classification System of ASTM D2487.

2. Verify through referenced tests that content of deleterious materials in sand is within following limits:

a) Clay lumps, ASTM C142; less than 0.5 percent.

b) Lightweight pieces, ASTM C123; less than 5.0 percent.

c) Organic impurities, ASTM C40; color no darker than the standard color.

3. Plasticity index of 4 or less when tested in accordance with ASTM D4318.

C. Water: Potable water, free of oils, acids, alkalis, organic matter or other deleterious substances, meeting requirements of ASTM C94.

2.02 MIXING MATERIALS

A. Add required amount of water and mix it thoroughly in a pugmill-type mixer.

B. Stamp batch ticket at plant with time of loading. Material not placed and compacted within 4 hours after loading shall be rejected.

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PART 3 - EXECUTION

3.01 PLACING

A. Place sand-cement mixture in 8-inch thick loose lifts and compact to 95 percent of ASTM D698. Perform compaction of sand-cement mixture within 4 hours after addition of water to mix at the plant.

B. Do not place sand-cement mixture in standing or free water.

3.02 FIELD QUALITY CONTROL

A. Testing will be performed by a qualified testing laboratory selected by the Owner.

B. Random samples of delivered product will be taken in the field at point of delivery and tested in accordance with ASTM D1633.

END OF SECTION

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PART 1 – G E N E R A L

1.01 DESCRIPTION

A. This section includes excavation, trenching, foundation, embedment, and backfill for installation of utilities, including manholes and other pipeline structures.

1.02 DEFINITIONS

A. Pipe Foundation: Suitable and stable native soils that are exposed at the trench subgrade after excavation to depth of bottom of the bedding as shown on the Drawings, or foundation backfill material placed and compacted in over-excavations.

B. Pipe Bedding: The portion of trench backfill that extends vertically from top of foundation up to a level line at bottom of pipe, and horizontally from one trench sidewall to opposite sidewall.

C. Haunching: The material placed on either side of pipe from top of bedding up to springline of pipe and horizontally from one trench sidewall to opposite sidewall.

D. Initial Backfill: The portion of trench backfill that extends vertically from springline of pipe (top of haunching) up to a level line 12 inches above top of pipe, and horizontally from one trench sidewall to opposite sidewall.

E. Pipe Embedment: The portion of trench backfill that consists of bedding, haunching and initial backfill.

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F. Trench Zone: The portion of trench backfill that extends vertically from top of pipe embedment up to pavement subgrade or up to final grade when not beneath pavement.

G. Unsuitable Material: Unsuitable soil materials are the following:

1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.

2. Materials that cannot be compacted to required density due to either gradation, plasticity, or moisture content.

3. Materials that contain large clods, aggregates, stones greater than 4 inches in any dimension, debris, vegetation, waste or any other deleterious materials.

4. Materials that are contaminated with hydrocarbons or other chemical contaminants.

H. Suitable Material: Suitable soil materials are those meeting specification requirements. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement are considered suitable, unless otherwise indicated.

I. Backfill: Suitable material meeting specified quality requirements, placed and compacted under controlled conditions.

J. Ground Water Control Systems: Installations external to trench, such as well points, eductors, or deep wells. Ground water control includes dewatering to lower ground water, intercepting seepage which would otherwise emerge from side or bottom of trench excavation, and depressurization to prevent failure or heaving of excavation bottom. Refer to Section 02205 - Ground Water Control.

K. Surface Water Control: Diversion and drainage of surface water runoff and rain water away from trench excavation. Rain water and surface water accidentally entering trench shall be controlled and removed as a part of excavation drainage.

L. Excavation Drainage: Removal of surface and seepage water in trench by sump pumping and using a drainage layer, as defined in ASTM D 2321, placed on the foundation beneath pipe bedding or thickened bedding layer of Class I material.

M. Trench Conditions are defined with regard to the stability of trench bottom and trench walls of pipe embedment zone. Maintain trench conditions that provide for effective placement and compaction of embedment material directly on or against undisturbed soils or foundation backfill, except where structural trench support is necessary.

1. Dry Stable Trench: Stable and substantially dry trench conditions exist in pipe embedment zone as a result of typically dry soils or achieved by ground water control (dewatering or depressurization) for trenches extending below ground water level.

2. Stable Trench with Seepage: Stable trench in which ground water seepage is controlled by excavation drainage.

   a. Stable Trench with Seepage in Clayey Soils: Excavation drainage is provided in lieu of or to supplement ground water control systems to control seepage and provide stable trench subgrade in predominately clayey soils prior to bedding placement.

   b. Stable Wet Trench in Sandy Soils: Excavation drainage is provided in the embedment zone in combination with ground water control in predominately sandy or silty soils.

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3. Unstable Trench: Unstable trench conditions exist in the pipe embedment zone if ground water inflow or high water content causes soil disturbances, such as sloughing, sliding, boiling, heaving or loss of density.

N. Subtrench: Subtrench is a special case of benched excavation. Subtrench excavation below trench shields or shoring installations may be used to allow placement and compaction of foundation or embedment materials directly against undisturbed soils. Depth of a subtrench depends upon trench stability and safety as determined by the Contractor.

O. Trench Dam: A placement of low permeability material in pipe embedment zone or foundation to prohibit ground water flow along the trench.

P. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below top of foundation as shown on Drawings, and backfilled with foundation backfill material.

Q. Foundation Backfill Materials: Natural soil or manufactured aggregate of controlled gradation, and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill to provide stable support for bedding. Foundation backfill materials may include concrete seal slabs.

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R. Trench Safety Systems include both protective systems and shoring systems as defined in Section 01526 - Trench Safety Systems.

S. Trench Shield (Trench Box): A portable worker safety structure moved along the trench as work proceeds, used as a protective system and designed to withstand forces imposed on it by cave-in, thereby protecting persons within the trench. Trench shields may be stacked if so designed or placed in a series depending on depth and length of excavation to be protected.

T. Shoring System: A structure that supports sides of an excavation to maintain stable soil conditions and prevent cave-ins, or to prevent movement of the ground affecting adjacent installations or improvements.

U. Special Shoring: A shoring system meeting special shoring as specified in Paragraph 1.6, Special Shoring Design Requirements, for locations identified on the Drawings.

1.03 REFERENCES

A. ASTM C 12 - Standard Practice for Installing Vitrified Clay Pipe Lines.

B. ASTM D 558 - Test Methods for Moisture-Density Relations of Soil Cement Mixtures.

C. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49-kg) Rammer and 12-in. (304.8-mm) Drop.

D. ASTM D 1556 - Test Method for Density in Place by the Sand-Cone Method.

E. ASTM D 2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications.

F. ASTM D 2487 - Classification of Soils for Engineering Purposes.

G. ASTM D 2922 - Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

H. ASTM D 3017 - Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

I. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

J. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.

K. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

L. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).

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1.04 TESTS

A. Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory provided by the Owner.

1.05 SPECIAL SHORING DESIGN REQUIREMENTS

A. Have special shoring designed or selected by the Contractor's Professional Engineer to provide support for the sides of the excavations, including soils and hydrostatic ground water pressures as applicable, and to prevent ground movements affecting adjacent installations or improvements such as structures, pavements and utilities. Special shoring may be a premanufactured system selected by the Contractor’s Professional Engineer to meet the project site requirements based on the manufacturer’s standard design.

PART 2 – P R O D U C T S

2.01 EQUIPMENT

A. Perform excavation with hydraulic excavator or other equipment suitable for achieving the requirements of this Section.

B. Use only hand-operated tamping equipment until a minimum cover of 12 inches is obtained over pipes, conduits, and ducts. Do not use heavy compacting equipment until adequate cover is attained to prevent damage to pipes, conduits, or ducts.

C. Use trench shields or other protective systems or shoring systems which are designed and operated to achieve placement and compaction of backfill directly against undisturbed native soil.

D. Use special shoring systems where required which may consist of braced sheeting, braced soldier piles and lagging, slide rail systems, or other systems meeting requirements as specified in Paragraph 1.6, Special Shoring Design Requirements.

PART 3 – E X E C U T I O N

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3.01 STANDARD PRACTICE

A. Install flexible pipe, including "semi-rigid" pipe, to conform to standard practice described in ASTM D 2321, and as described in this Section. Where an apparent conflict occurs between the standard practice and the requirements of this Section, this Section governs.

B. Install rigid pipe to conform with standard practice described in ASTM C 12, and as described in this Section. Where an apparent conflict occurs between the standard practice and the requirements of this Section, this Section governs.

3.02 PREPARATION

A. Establish traffic control and maintain barricades and warning lights for streets and intersections affected by the Work, and is considered hazardous to traffic movements.

B. Perform work to conform with applicable safety standards and regulations. Employ a trench safety system as specified in Section 01526 - Trench Safety Systems.

C. Immediately notify the agency or company owning any existing utility line which is damaged, broken, or disturbed. Obtain approval from the City Engineer and agency for any repairs or relocations, either temporary or permanent.

D. Remove existing pavements and structures, including sidewalks and driveways, to conform with requirements of Section 02221 - Removing Existing Pavements and Structures, as applicable.

E. Install and operate necessary dewatering and surface water control measures to conform with Section 02205 - Ground Water Control.

F. Maintain permanent benchmarks, monumentation, and other reference points. Unless otherwise directed in writing, replace those which are damaged or destroyed.

3.03 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within the grading limits as designated on the Drawings, and in accordance with requirements of Section 01562 - Tree and Plant Protection.

B. Protect and support above-grade and below-grade utilities which are to remain.

C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities are indicated on the Drawings.

D. Take measures to minimize erosion of trenches. Do not allow water to pond in trenches. Where slides, washouts, settlements, or areas with loss of density or pavement failures or potholes occur, repair, recompact, and pave those areas at no additional cost to City.

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3.04 EXCAVATION

A. Except as otherwise specified or shown on the Drawings, install underground utilities in open cut trenches with vertical sides.

B. Perform excavation work so that pipe, conduit, and ducts can be installed to depths and alignments shown on the Drawings. Avoid disturbing surrounding ground and existing facilities and improvements.

C. Determine trench excavation widths using the following schedule as related to pipe outside diameter (O.D.). Maximum trench width shall be the minimum trench width plus 24 inches.

Nominal Pipe Size, Inches	Minimum Trench Width, Inches
Less than 18	O.D. + 18
18 to 30	O.D. + 24
Greater than 30	O.D. + 36

D. Use sufficient trench width or benches above the embedment zone for installation of well point headers or manifolds and pumps where depth of trench makes it uneconomical or impractical to pump from the surface elevation. Provide sufficient space between shoring cross braces to permit equipment operations and handling of forms, pipe, embedment and backfill, and other materials.

E. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify the City Engineer and Owner or Owner's Representative and obtain instructions before proceeding.

F. Shoring of Trench Walls.

1. Install Special Shoring in advance of trench excavation or simultaneously with the trench excavation, so that the soils within the full height of the trench excavation walls will remain laterally supported at all times.

2. For all types of shoring, support trench walls in the pipe embedment zone throughout the installation. Provide trench wall supports sufficiently tight to prevent washing the trench wall soil out from behind the trench wall support.

3. Unless otherwise directed by the City Engineer, leave sheeting driven into or below the pipe embedment zone in place to preclude loss of support of foundation and embedment materials. Leave rangers, walers, and braces in place as long as required to support sheeting, which has been cut off, and the trench wall in the vicinity of the pipe zone.

4. Employ special methods for maintaining the integrity of embedment or foundation material. Before moving supports, place and compact embedment to sufficient depths to provide protection of pipe and stability of trench walls. As supports are moved, finish placing and compacting embedment.

5. If sheeting or other shoring is used below top of the pipe embedment zone, do not disturb pipe foundation and embedment materials by subsequent removal. Maximum thickness of removable sheeting extending into the embedment zone shall be the equivalent of a 1-inch-thick steel plate. Fill voids left on removal of supports with compacted backfill material.

G. Use of Trench Shields. When a trench shield (trench box) is used as a worker safety device, the following requirements apply:

1. Make trench excavations of sufficient width to allow shield to be lifted or pulled freely, without damage to the trench sidewalls.

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2. Move trench shields so that pipe, and backfill materials, after placement and compaction, are not damaged nor disturbed, nor the degree of compaction reduced.

3. When required, place, spread, and compact pipe foundation and bedding materials beneath the shield. For backfill above bedding, lift the shield as each layer of backfill is placed and spread. Place and compact backfill materials against undisturbed trench walls and foundation.

4. Maintain trench shield in position to allow sampling and testing to be performed in a safe manner.

3.05 HANDLING EXCAVATED MATERIALS

A. Use only excavated materials which are suitable as defined in this Section and conforming with Section 02320 - Utility Backfill Materials. Place material suitable for backfilling in stockpiles at a distance from the trench to prevent slides or cave-ins.

B. When required, provide additional backfill material conforming with requirements of this Section.

C. Do not place stockpiles of excess excavated materials on streets and adjacent properties. Protect excess stockpiles for use on site.

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3.06 GROUND WATER CONTROL

A. Implement ground water control according to Section 02205 – Groundwater Control. Provide a stable trench to allow installation in accordance with the Specifications.

3.07 TRENCH FOUNDATION

A. Excavate bottom of trench to uniform grade to achieve stable trench conditions and satisfactory compaction of foundation or bedding materials.

B. Place trench dams in Class I foundations in line segments longer than 100 feet between manholes, and not less than one in every 500 feet of pipe placed. Install additional dams as needed to achieve workable construction conditions. Do not place trench dams closer than 5 feet from manholes.

3.08 PIPE EMBEDMENT, PLACEMENT, AND COMPACTION

A. Immediately prior to placement of embedment materials, the bottoms and sidewalls of trenches shall be free of loose, sloughing, caving, or otherwise unsuitable soil.

B. Place embedment including bedding, haunching, and initial backfill as shown on Drawings.

C. For pipe installation, manually spread embedment materials around the pipe to provide uniform bearing and side support when compacted. Do not allow materials to free-fall from heights greater than 24 inches above top of pipe. Perform placement and compaction directly against the undisturbed soils in the trench sidewalls, or against sheeting which is to remain in place.

D. Do not place trench shields or shoring within height of the embedment zone unless means to maintain the density of compacted embedment material are used. If moveable supports are used in embedment zone, lift the supports incrementally to allow placement and compaction of the material against undisturbed soil.

E. Place geotextile to prevent particle migration from the in-situ soil into open-graded (Class I) embedment materials or drainage layers.

F. Do not damage coatings or wrappings of pipes during backfilling and compacting operations. When embedding coated or wrapped pipes, do not use crushed stone or other sharp, angular aggregates.

G. Place haunching material manually around the pipe and compact it to provide uniform bearing and side support. If necessary, hold small-diameter or lightweight pipe in place during compaction of haunch areas and placement beside the pipe with sand bags or other suitable means.

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H. Place electrical conduit, if used, directly on foundation without bedding.

I. Shovel in-place and compact embedment material using pneumatic tampers in restricted areas, and vibratory-plate compactors or engine-powered jumping jacks in unrestricted areas. Compact each lift before proceeding with placement of next lift. Water tamping is not allowed.

J. For water lines construction embedment, use bank run sand, concrete sand, gem sand, pea gravel, or crushed limestone as specified in Section 02320 - Utility Backfill Material. For water lines adhere to the following subparagraph numbers 1 and 2; for utility installation other than water, adhere to numbers 3 and 4 below:

1. Class I, II, and III Embedment Materials:

   a. Maximum 6 inches compacted lift thickness.

   b. Compact to achieve a minimum of 95 percent of maximum dry density as determined according to ASTM D 698.

c. Moisture content to be within -3 percent to +5 percent of optimum as determined according to ASTM D 698, unless otherwise approved by City Engineer.

2. Cement Stabilized Sand:

a. Maximum 6 inches compacted thickness.

b. Compact to achieve a minimum of 95 percent of maximum dry density as determined according to ASTM D 698.

c. Moisture content to be on dry side of optimum as determined according to ASTM D 698 but sufficient for effective hydration.

3. Class I embedment materials.

a. Maximum 6-inches compacted lift thickness.

b. Systematic compaction by at least two passes of vibrating equipment. Increase compaction effort as necessary to effectively embed the pipe to meet the deflection test criteria.

c. Moisture content as determined by Contractor for effective compaction without softening the soil of trench bottom, foundation or trench walls.

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4. Class II embedment and cement stabilized sand.

a. Maximum 6-inches compacted thickness.

b. Compaction by methods determined by Contractor to achieve a minimum of 95 percent of the maximum dry density as determined according to ASTM D 698 for Class II materials and according to ASTM D 558 for cement stabilized materials.

c. Moisture content of Class II materials within 3 percent of optimum as determined according to ASTM D 698. Moisture content of cement stabilized sands on the dry side of optimum as determined according to ASTM D 558 but sufficient for effective hydration.

K. Place trench dams in Class I embedments in line segments longer than 100 feet between manholes, and not less than one in every 500 feet of pipe placed. Install additional dams as needed to achieve workable construction conditions. Do not place trench dams closer than 5 feet from manholes.

3.09 TRENCH ZONE BACKFILL PLACEMENT AND COMPACTION

A. Place backfill for pipe or conduits and restore surface as soon as practicable. Leave only the minimum length of trench open as necessary for construction.

B. Where damage to completed pipe installation work is likely to result from withdrawal of sheeting, leave the sheeting in place. Cut off sheeting 1.5 feet or more above the crown of the pipe. Remove trench supports within 5 feet from the ground surface.

C. For sewer pipes, use backfill materials described here as determined by trench limits. As trench zone backfill in paved areas for streets and to one foot back of curbs and pavements, use cement stabilized sand for pipe of nominal sizes less than 36 inches. Uniformly backfill trenches partially within limits one foot from streets and curbs according to the paved area criteria. Use select backfill within one foot below pavement subgrade for rigid pavement. For asphalt concrete, use flexible base material within one foot below pavement subgrade.

D. For water lines, backfill in trench zone, including auger pits, with bank run sand, select fill, or random backfill material as specified in this Section.

E. When shown on Drawings, a random backfill of suitable material may be used in trench zone for trench excavations outside pavements.

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F. Place trench zone backfill in lifts and compact by methods selected by the Contractor. Fully compact each lift before placement of the next lift.

1. Bank run sand.

   a. Maximum 9-inches compacted lift thickness.

   b. Compaction by vibratory equipment to a minimum of 95 percent of the maximum dry density determined according to ASTM D 698.

   c. Moisture content within 3 percent of optimum determined according to ASTM D 698

2. Cement-stabilized sand.

   a. Maximum lift thickness determined by Contractor to achieve uniform placement and required compaction, but not exceeding 24 inches.

   b. Compaction by vibratory equipment to a minimum of 95 percent of the maximum dry density determined according to ASTM D 558.

c. Moisture content on the dry side of optimum determined according to ASTM D 558 but sufficient for cement hydration.

3. Select fill.

a. Maximum 6-inches compacted thickness.

b. Compaction by equipment providing tamping or kneading impact to a minimum of 95 percent of the maximum dry density determined according to ASTM D 698.

c. Moisture content within 2 percent of optimum determined according to ASTM D 698.

G. For trench excavations outside pavements, a random backfill of suitable material may be used in the trench zone.

1. Fat clays (CH) may be used as trench zone backfill outside paved areas at the Contractor=s option. If the required density is not achieved, the Contractor, at his option and at no additional cost to the Owner, may use lime stabilization to achieve compaction requirements or use a different suitable material.

2. Maximum 9-inch compacted lift thickness for clayey soils and maximum 12-inch lift thickness for granular soils.

3. Compact to a minimum of 90 percent of the maximum dry density determined according to ASTM D 698.

4. Moisture content as necessary to achieve density.

H. For electric conduits, remove form work used for construction of conduits before placing trench zone backfill.

3.10 MANHOLES, JUNCTION BOXES, AND OTHER PIPELINE STRUCTURES

A. Meet the requirements of adjoining utility installations for backfill of pipeline structures, as shown on the Drawings.

3.11 FIELD QUALITY CONTROL

A. Provide excavation and trench safety systems at locations and to depths required for testing and retesting during construction at no additional cost to Owner.

B. Tests will be performed on a minimum of three different samples of each material type for plasticity characteristics, in accordance with ASTM D 4318, and for

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gradation characteristics, in accordance with Tex-101-E and Tex-110-E. Additional classification tests will be performed whenever there is a noticeable change in material gradation or plasticity.

C. At least three tests for moisture-density relationships will be performed initially for backfill materials in accordance with ASTM D 698, and for cement- stabilized sand in accordance with ASTM D 558. Additional moisture-density relationship tests will be performed whenever there is a noticeable change in material gradation or plasticity.

D. In-place density tests of compacted pipe foundation, embedment and trench zone backfill soil materials will be performed according to ASTM D 1556, or ASTM D 2922 and ASTM D 3017, and at the following frequencies and conditions.

1. A minimum of one test for every 20 cubic yards of compacted embedment and for every 50 cubic yards of compacted trench zone backfill material.

2. A minimum of three density tests for each full shift of Work.

3. Density tests will be distributed among the placement areas. Placement areas are: foundation, bedding, haunching, initial backfill and trench zone.

4. The number of tests will be increased if inspection determines that soil type or moisture content are not uniform or if compacting effort is variable and not considered sufficient to attain uniform density, as specified.

5. Density tests may be performed at various depths below the fill surface by pit excavation. Material in previously placed lifts may therefore be subject to acceptance/rejection.

6. Two verification tests will be performed adjacent to in-place tests showing density less than the acceptance criteria. Placement will be rejected unless both verification tests show acceptable results.

7. Recompacted placement will be retested at the same frequency as the first test series, including verification tests.

E. Recondition, recompact, and retest at Contractor's expense if tests indicate Work does not meet specified compaction requirements. For hardened soil cement with nonconforming density, core and test for compressive strength at Contractor's expense.

F. Acceptability of crushed rock compaction will be determined by inspection.

3.12 DISPOSAL OF EXCESS MATERIAL

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A. Dispose of excess materials in accordance with requirements of Section 02235 - Waste Material Disposal

PART 4 - MEASUREMENT AND PAYMENT

4.01 PAYMENT

A. No additional payment will be made for trench excavation, embedment and backfill under this Section. Include cost in the unit price for installed underground piping, sewer, conduit, or duct work.

END OF SECTION

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PART 1 - GENERAL

1.01 DESCRIPTION

A. This section consists of base course, a leveling-up course, a surface course, or any combination of these courses, each to be composed of a compacted mixture of mineral aggregate and asphaltic material.

1.02 UNIT PRICES

A. Measurement and payment for asphaltic concrete will be unit price bid per ton of asphaltic concrete used for new pavement construction.

B. No separate payment will be made for pavement repair. Pavement repair will be considered incidental to the contract.

1.03 QUALITY ASSURANCE

A. Reference Standards Applicable to this Section

1. AASHTO: American Association of State Highway and Transportation Officials

   T 96: Los Angeles Abrasion Test

2. TxDOT: Texas Department of Transportation.

   Standard Specifications for Construction of Highways, Streets and Bridges. Items 300, 316 and 340.

3. ASTM: American Society for Testing Materials

   P 946: Asphalt Cement for Use in Pavement Construction

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1.04 SUBMITTALS

A. Contractor shall certify the mixing plant will conform to the requirements of these specifications.

B. Certified weight tickets shall be submitted with each delivery of Asphaltic Concrete to the Work Site.

C. A complete list of the equipment proposed for prosecution of the Work shall be submitted for approval. Listing shall include the manufacturer's description and characteristics of each piece of equipment.

D. Contractor shall submit Design Mixtures, including additive modifiers, to Owner=s Representative for review and approval at least 30 days before any asphaltic pavement is placed.

1.05 PRODUCT DELIVERY AND HANDLING

A. Asphaltic Concrete Material shall be hauled in tight trucks previously cleaned of all dirt and foreign material with the load completely covered by canvas.

B. All material must be delivered so that material can be placed and rolled during daylight hours.

1.06 ENVIRONMENTAL REQUIREMENTS

A. Asphaltic Concrete shall not be placed when the ambient temperature is below 60 degrees F and is falling.

B. Asphaltic Concrete may be mixed and placed when the ambient temperature is above 50 degrees F and rising.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Asphalt Material

1. Paving Mixture: Asphalt for the paving mixture shall be of the type as determined by the Owner's Representative and shall meet the requirements of TxDOT Item 300, "Asphalts, Oils and Emulsions".

2. Prime Coat: Asphaltic materials shall meet the requirements of TxDOT Item 300 "Asphalts, Oils and Emulsions" Grade MC-30.

3. Tack Coat: Asphaltic materials shall meet the requirements of TxDOT Item 300, "Asphalts, Oils and Emulsions" Cutback Asphalt RC-250. A cutback asphalt can be made by combining 50 to 70 percent by volume of the asphaltic material as specified for the type of paving mixture with 30 to 50 percent by volume of either gasoline and/or kerosene.

B. Aggregate

1. General: The mineral aggregate shall be composed of a coarse aggregate, fine aggregate and mineral filler. Samples of coarse aggregate, fine aggregate and mineral filler shall be submitted and tested in accordance with prescribed methods for approval.

2. Coarse Aggregate: The coarse aggregate shall be that part of the aggregate retained on a No. 10 sieve consisting of clean, tough, durable fragments of stone, crushed gravel, gravel, or a combination thereof. It shall be of uniform quality throughout and shall be free from dirt, organic or other injurious matter occurring either freely in the material or as a coating on the aggregate. The coarse aggregate shall have an abrasion of not more than thirty-five (35) when subjected to the Los Angeles Abrasion Test (AASHTO, T-96).

3. Fine Aggregate: The fine aggregate shall be that part of the aggregate passing the No. 10 sieve and shall consist of sand and fine aggregate particles from the coarse aggregates material sources or a combination

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thereof. Sand shall be composed of durable particles free from injurious foreign matter. Screenings shall be of the same or similar materials as specified for coarse aggregates. The sand or combination of sand and screenings, when tested by standard laboratory methods, shall meet the following requirements:

Passing 1/4" screen	95 - 100%
Passing 200 mesh sieve	not over 10%

4. Mineral Filler: The mineral filler shall consist of thoroughly dry stone dust, slate dust, oyster shell dust, Portland Cement, or other mineral dust approved in writing by the Owner's Representative. The mineral filler shall be free from foreign, deleterious, and other injurious matter. When tested by standard laboratory methods, it shall meet the following grading requirements:

Passing 30 mesh sieve	100%
Passing 200 mesh sieve	not less than 65%

PART 3 - EXECUTION

3.01 PAVING MIXTURES

A. Mix Design

The mix shall be designed in accordance with TxDOT Bulletin C-14 and Test Method Tex-204-F.

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B. Stability and Density

The mixture should be designed to produce an acceptable mixture at optimum density. The mixture produced should have the following laboratory density and stability unless otherwise shown on the plans.

Density		Percent	
Min	Max	Optimum	Stability, Percent
95	99	97	Not less than 35 unless otherwise shown on plans

C. Types

The paving mixtures shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. Mineral filler, and/or additive may also be required.

When properly proportioned, the mineral aggregate shall produce a gradation which will conform to the limitations for master grading given below for the type specified unless otherwise shown on plans. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based on aggregate only. The amount of asphaltic material shall conform to the limitations shown for the paving type specified.

1. Asphaltic Concrete Base

2. Asphaltic Concrete, Type "B", Leveling-up Course

3. Asphaltic Concrete, Type "C", Course Graded Surface Course

4. Asphaltic Concrete, Type "D", Fine Graded Surface Course

5. Asphaltic Concrete, Type "F", Non-skid Surface Course

3.02 EQUIPMENT

A. Mixing plant shall meet the requirements of TxDOT, Item 340, paragraph 340.4 and 340.5.

B. Construction equipment, including rollers and graders, shall meet the requirements of TxDOT, Item 340, paragraph 340.4.

3.03 PLACEMENT

A. Asphaltic concrete pavement shall be constructed in conformance with TxDOT Item 340, paragraph 340.6 and the following:

1. The mixture shall be at a temperature of 250 to 375 degrees F when laid.

2. Prime coat shall be applied at a rate of 0.20 to 0.50 gallons per square yard over compacted subgrade and shall be cured for 24 hours minimum.

3. Tack coat shall be applied at a rate of 0.04 to 0.10 gallons per square yard to pavement contact surfaces.

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3.04 SURFACE TESTS

A. The surface of the finished pavement shall be checked longitudinally and transversely for smoothness with a 10 foot straight edge.

B. The surface shall not vary more than 1/8 inch in 10 feet parallel to the centerline and not more than 1/4 inch in 10 feet at right angles to the centerline.

C. Areas of the surface not meeting these requirements shall be immediately corrected.

D. In-place density shall be tested according to TxDOT Test Method Tex-207-F. Asphaltic concrete shall be placed and compacted to obtain from 3 to 8 percent air voids. Cores shall be drilled or specimens sawed from the base course and surface course and used to measure the thickness of the pavement. The same cores will be used to test the density. The percent of air voids shall not exceed 8%. Five samples will be taken from each day's production. The Contractor shall repair and satisfactorily patch all core holes.

3.05 PROTECTION

A. Contractor shall be responsible for repair and maintenance of the surface until written acceptance by the Owner's Representative. Vehicular traffic shall not be

permitted on finished pavement until the material has cooled, hardened, and been accepted.

END OF SECTION

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PART 1 - GENERAL

1.01 DESCRIPTION

A. This section specifies the requirements for providing, placing, curing and protecting Portland cement concrete paving, with or without reinforcement as indicated, constructed on a prepared subgrade.

1.02 UNIT PRICES

A. Measurement and payment for concrete pavement is on a square yard basis. Separate measurement will be made for each different required thickness of pavement. Payment shall be adjusted for deficient thickness of concrete as provided under 3.07.B APenalty for Deficient Pavement Thickness.≅

1.03 QUALITY ASSURANCE

A. Formwork Tolerances: Forms shall be accurately set to the required grade and alignment and, during the entire operation of placing, compacting and finishing of the concrete, shall not deviate from this grade and alignment more than 1/8 inch in 10 feet of length.

B. Finishing Tolerance: Before the initial set, the entire surface shall be tested, and all irregularities or undulations, not within the tolerance of the following test, shall be corrected and brought within the requirements of the test and finished as necessary. An approved 10-foot straight edge shall be placed parallel to the center of the roadway so as to bridge any depressions and touch all high spots. Contact of the straight edge with the surface will be required. Ordinates measured from the face of the straight edge to the surface of the pavement shall at no place exceed 1/16 inch per foot from the nearest point of contact and in no case shall the maximum ordinate to a 10-foot straight edge be greater than 1/8 inch.

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C. Reference Standards Applicable to this Section

1. ASTM: American Society for Testing and Materials

a) A 184: Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.

b) A 185: Specification for Welded Steel Wire Fabric for Concrete Reinforcement.

c) A 307: Specification for Carbon Steel Externally Threaded Standard Fasteners.

d) A 615: Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

e) C 309: Specification for Liquid Membrane-Forming Compounds for Curing Concrete.

f) C 881: Specification for Epoxy-Resin-Base Bonding Systems for Concrete.

g) D 1751: Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).

h) D 3405: Specification for Joint Sealants, Hot-Poured, Elastomeric-Type, for Portland Cement Concrete Pavement.

2. TxDOT: Texas Department of Transportation.

a) Standard Specifications for Construction of Highways, Streets, and Bridges.

1) *Item 360: Concrete Pavement (as specifically referenced below).*

1.04 SUBMITTALS

A. Reinforcement Materials: Submittals shall be made for reinforcement materials as required in Section 03200 - Reinforcing Steel.

B. Concrete Materials: Submittals shall be made for concrete materials as required in Section 03310 - Portland Cement Concrete.

C. Joint Materials: Submittals shall be made for joint materials as required in Section 02523 - Concrete Joints.

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PART 2 - PRODUCTS

2.01 MATERIALS

A. Forms: Metal forms will be required in accordance with TxDOT, Item 360.4 (7)(a).

B. Reinforcing Steel Bars: As specified in Section 03200 - Reinforcing Steel.

C. Dowel Bars: As specified in Section 02523 - Concrete Joints.

D. Dowel Bar Sleeves: As specified in Section 02523 - Concrete Joints.

E. Concrete: As specified in Section 03310 - Portland Cement Concrete, except as further specified in 3.07.D of this section.

F. Membrane Forming Curing Compound: ASTM C 309, Type 2, unless otherwise directed.

G. Joint Fillers and Sealants: As specified in Section 02523 - Concrete Joints.

H. Form Coating: Commercial formulation form-coating compounds that will neither bond with, stain, nor adversely affect concrete surfaces and will not impair subsequent treatment of concrete surfaces.

PART 3 - EXECUTION

3.01 INSPECTION AND PREPARATION

A. Prepared subgrade shall be proof-rolled to check for unstable areas and need for additional compaction. Do not begin paving work until such deficiencies have been corrected and subgrade is ready to receive paving.

B. Loose material shall be removed from the compacted subgrade immediately prior to placing concrete and subgrade shall be uniformly dampened.

3.02 SETTING FORMS

A. Forms shall rest directly on the subgrade and shimming up with pebbles or dirt will not be permitted. Subgrade that will not support the loaded form shall be removed and replaced and compacted to the required density. All forms shall be accurately set to the required grade and alignment. Unless otherwise shown on plans, concrete may be placed using forms or slip form paver.

B. Adjacent slabs may be used instead of forms provided that the concrete is well protected from possible damage by finishing equipment. These adjacent slabs must not be used for forms until the concrete is at least 24 hours old. For short radius curves, forms less than 10 feet in length, wood or curved forms may be used. For curb returns at street intersections and driveways, a lumber form of good grade and quality may be used.

C. Forms shall be set in sufficient quantity to allow continuous progress of concrete placement, and to ensure that forms shall remain in place not less than 12 hours.

D. Forms shall be cleaned after each use and coated with an approved form release agent prior to each use.

E. The use of bent or damaged forms will not be permitted.

F. Forms will be used at transition sections where new pavement ties into the existing pavement.

G. Place and remove forms in accordance with TxDOT Item 360.6(2).

3.03 INSTALLATION OF JOINTS AND REINFORCEMENT

A. Joints shall be installed as specified in Section 02523 - Concrete Joints, and reinforcement shall be installed as specified in Section 03200 - Reinforcing Steel.

B. Sawed joints used to tie into existing pavement where no reinforcement is exposed shall be dowelled horizontally using Grade 60 No. 6 bars, 24" long, drilled and embedded 8" into the center of the existing slab with "PO ROC" or approved equal. Dowels shall be on 24" centers unless otherwise specified.

C. Paving Headers and Railroad Headers will be installed where pavement ties to existing asphaltic concrete streets at edge of pavement, or railroad crossings.

D. Where dowels are not used, undercuts will be required where new concrete pavement ties into existing concrete streets.

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E. Where pavement ends and will be joined in the future by new pavement, Contractor shall leave 15" of reinforcing steel exposed beyond pavement, coat steel with asphalt and wrap the steel with burlap unless otherwise indicated on drawings.

3.04 PLACING AND FINISHING CONCRETE

A. Concrete shall be placed and finished in accordance with TxDOT Items 360.8(3)(a), 360.8(4), 360.10, except that a metal-tine finish will not be required, and the final finish may be accomplished either by a carpet drag, a burlap drag, or a canvas belt drag.

B. The concrete, during and immediately after depositing, shall be distributed to such depth that, when consolidated and finished, the slab thickness required by plans will be obtained at all points and the surface shall not, at any point, be below the established grade. Special care shall be exercised in placing and spading concrete against forms and at all joints to prevent the forming of honeycombs and voids.

C. After completion of the placement, consolidation and screeding, a hand-operated longitudinal float shall be operated to test and level the surface to the required grade.

D. Burlap Drag for Finishing Slab: Furnish four piles of 10-ounce burlap material fastened to bridge to form continuous strip of burlap full width of pavement surface for at least 3 feet in length. Keep burlap drags clean and free of encrusted mortar.

E. No concrete shall be placed while the air temperature is at or below 35° F.

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3.05 CURING AND PROTECTING CONCRETE

A. Concrete shall be cured in accordance with Section 03370 - Concrete Curing.

3.06 MANHOLE ADJUSTMENT

A. Manhole tops shall be adjusted in accordance with Section 02086 - Adjusting Manholes, Inlets and Valve Boxes.

3.07 FIELD QUALITY ASSURANCE

A. Coring: Cores shall be taken from the completed concrete pavement at locations designated by the Owner's Representative for determination of actual thickness. Cores shall be 4 in. in diameter and taken by equipment designed for this purpose. Core holes shall be promptly repaired by the Contractor with concrete conforming to the requirements specified herein. One core will be taken for each five hundred (500) square yards of pavement.

B. Penalty for Deficient Pavement Thickness

1. It is the intent of this specification that the pavement be constructed in strict conformity with the thickness and typical sections shown on plans. Where any pavement is found not so constructed, the following rules

relative to adjustment of payment for acceptable pavement and to replacement of faulty pavement shall govern.

2. Cores will be taken at locations selected by the Owner's Representative or at random, and tested in accordance with ASTM Method C-174. When measurement of a core is not deficient more than 0.2 inch from the plan thickness, full payment will be made.

3. If measurement of any core is deficient more than 0.2 inch but not more than 0.50 inch from the plan thickness, an adjusted unit price as provided below, will be paid in the area represented by the deficient core(s). At the option of the Owner's Representative, additional cores may be taken to determine if the deficiency of thickness continues across all lanes of pavement. Adjusted unit prices as provided will be paid for areas that are found to be deficient.

4. Price Adjustments: Concrete Pavement Deficiency

Deficiency of Thickness Determined by Cores in Inches	Proportional Part Contract Price Allowed
0.00 to 0.20	100 Percent
0.21 to 0.30	80 Percent
0.31 to 0.40	72 Percent
0.41 to 0.50	68 Percent
Over 0.50	50 or remove*

*At the option of the Owner's Representative

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5. Any area of pavement found deficient in thickness by more than 0.50 inch but not more than 0.70 inch shall be evaluated by the Owner's Representative. If, in the judgement of the Owner's Representative, the area of such deficiency should not be removed and replaced, there will be no payment for the area retained. If, in the judgement of the Owner's Representative, the area of such deficiency warrants removal, the area shall be removed and replaced, at the Contractor's entire expense, with concrete of the thickness shown on the plans. Any area found deficient in thickness by more than 0.70 inch shall be removed and replaced, at the Contractor's entire expense, with concrete of the thickness shown on drawings.

6. No additional payment, over the contract unit price will be made for any payments of a thickness exceeding that required on drawings. Planing of concrete pavement shall not be allowed.

C. Defective Concrete: Any defective concrete discovered, after the forms have been removed, shall be removed immediately and replaced. If the surface of the concrete is bulged, uneven or shows excessive honeycombing or form marks, which in the opinion of the Owner's Representative cannot be repaired satisfactorily, it shall be removed and replaced and no compensation will be allowed for the work or materials.

D. Concrete Strength: Portland Cement Concrete shall have a minimum compressive strength of 3000 lbs. per square inch in 28 days, a minimum flexural strength of 500 lbs. per square inch (third point loading) in 7 days, and a minimum cement content of 5.0 sacks of cement per cubic yard of concrete.

Course aggregate shall be TxDOT Aggregate Grade No. 2, and fine aggregate shall be TxDOT Aggregate Grade No. 8 (Nominal Size 4). Fly ash shall not be used in concrete pavement without prior approval by the Owner's Representative. High early strength concrete may not be used without the prior approval of the Owner's Representative.

E. The Owner shall pay for cost of coring and testing. Cost of repairing pavement shall be included in the Unit Cost for concrete pavement.

F. Opening Pavement to Traffic

1. The Contractor shall erect and maintain barricades and such other approved devices as will exclude public traffic and traffic of his employees and agents from the newly placed pavement for the periods of time hereinafter prescribed. Portions of the roadway, or crossings of the roadbed required to be maintained open for use by traffic, shall not be obstructed by the above required barricades. Crossings of the pavement required by plans, or by construction sequence, during the period prior to opening to traffic as herein specified, shall be provided with an adequate and substantial bridge approved by the Owner's Representative.

2. The pavement shall be closed to all traffic, including the Contractor's vehicles, until the concrete is at least four (4) days old and has attained 80% design strength, at which time the pavement may be opened to use by vehicles of the Contractor having a gross weight (vehicle plus load) of less than 14,000 pounds.

3. The pavement may be opened to all traffic licensed for operation on a public roadway when it is at least seven (7) days old and has attained 100% of design strength.

4. On those sections of the pavement to be opened to public traffic, all joints shall first be sealed, the pavement cleaned, stable material graded and backfill compacted against the pavement edge or curb unless otherwise shown on the drawings and specifications and all other work performed as required for the safety of traffic. Such opening, however, shall in no manner relieve the Contractor from his responsibilities to complete the work in accordance with plans and specifications.

5. When the Contractor desires to move any equipment not licensed for operation on a public roadway, on or across any pavement opened to traffic, he shall protect the pavement from all damage by means of two-ply timber mats of 2" stock, or runways of heavier material, laid on a layer of earth, all as approved by the Owner's Representative.

END OF SECTION

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SECTION 02602

CAST-IN-PLACE INLETS, HEADWALLS AND WINGWALLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Cast-in-place inlets for storm sewers, including cast iron frame and plate or grate.

B. Cast-in-place headwalls and wingwalls for storm sewers.

1.02 UNIT PRICES

A. Measurement for inlets, all depths, is on a lump sum basis for each inlet installed.

B. Measurement for headwalls and wingwalls is on a lump sum basis for each headwall and wingwall installed.

C. Payment for inlets and for culvert headwalls and wingwalls includes connection of lines and furnishing and installing frames, grates, rings and covers.

1.03 SUBMITTALS

A. Submit shop drawings for approval of design and construction details for cast-in-place units that differ from units shown on Drawings.

B. Submit manufacturers' data and details for frames, grates, rings, and covers.

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PART 2 - PRODUCTS

2.01 MATERIALS

A. Concrete: Class A concrete with minimum compressive strength of 4000 psi conforming to requirements of Section 03310 - Portland Cement Concrete, unless otherwise indicated on Drawings or approved by the Owner's Representative.

B. Reinforcing steel: Conform to requirements of Section 03200 - Reinforcing Steel.

C. Mortar: Conform to requirements of Section 04210 - Brick Masonry for Utility Construction.

D. Miscellaneous metals: Cast-iron frames, grates, rings, and covers conforming to requirements of Section 02603 - Frames, Grates, Rings and Covers.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify lines and grades are correct.

B. Verify compacted subgrade will support loads imposed by inlets.

3.02 INSTALLATION

CAST-IN-PLACE INLETS, HEADWALLS AND WINGWALLS

A. Construct inlets, headwalls, and wingwalls complete in place to the dimensions, lines and grades as shown on Drawings.

B. Excavate in accordance with requirements of Section 02200 - Earthwork.

C. The box section of inlet may be constructed of Class A concrete or of brick. Plaster brick inlets with 1/2-inch mortar on the inside. The walls for brick inlets shall be a minimum of 8 inches thick.

D. Forms will be required for both the outside and inside faces of concrete inlet walls, however, if the nature of the material excavated for the inlet is such that it can be hand trimmed to a smooth vertical face, the outside forms may be omitted with approval of Owner's Representative.

E. Place reinforcing steel to conform to details shown on the Drawings. Provide a positive means for holding steel cages in place during concrete placement. Welding of reinforcing steel is not permitted unless noted on the Drawings. The maximum variation in reinforcement position is plus or minus 10 percent of wall thickness or plus or minus 1/2 inch whichever is less. Regardless of variation, the minimum cover of concrete over reinforcement as shown on the Drawings shall be maintained.

F. Chamfer exposed edges unless otherwise indicated on Drawings.

3.03 FINISHES

A. Cut off inlet leads neatly at the inside face of inlet wall. Point up with mortar as specified in Section 04210 - Brick Masonry for Utility Construction.

B. When the box section of the inlet has been completed, shape the floor of the inlet with mortar to conform to the detailed Drawings.

C. Finish concrete surfaces in accordance with requirements of Section 03310 - Portland Cement Concrete.

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3.04 INLET WATERTIGHTNESS

A. Test each inlet for leaks. Verify that inlets are free of visible leaks. Repair leaks in an approved manner.

3.05 CONNECTIONS

A. Connect inlet leads to the inlets.

3.06 BACKFILL

A. Backfill the area of excavation surrounding each completed inlet according to the requirements of Section 02200 - Earthwork.

END OF SECTION

PART 1 - G E N E R A L

1.01 DESCRIPTION

A. This section consists of furnishing and placing reinforced concrete pipe (RCP), corrugated metal pipe (CMP), reinforced concrete box (RCB), laterals, stubs, manholes, inlets, leads, and appurtenances for installation of gravity storm sewers and roadside ditch culverts and appurtenances. The pipe shall be of the size, type and location, and to the lines, grades and elevations shown on the Plans and constructed in accordance with these specifications.

1.02 SUBMITTALS

A. Submit product data including pipe schedule to Engineer.

1.03 MINIMUM COMPLIANCE STANDARDS

A. All storm sewer lines, roadside ditch culverts, and appurtenances shall be constructed in accordance with the following documents, as modified by these specifications or otherwise noted on the Plans.

1. City of Houston "Standard Construction Specifications" (September 1997) and City of Houston "Standard Construction Details" (July 1997).

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PART 2 - P R O D U C T S

2.01 REINFORCED CONCRETE PIPE

A. Reinforced concrete pipe shall be ASTM C76 Class III, unless otherwise noted. Rubber gasket joints conforming to ASTM C443 shall be required for all pipe.

B. Reinforced concrete arch pipe shall be ASTM C506, Class A-III, unless otherwise noted. Rubber gasket joints conforming to ASTM C877 shall be required for all pipe.

2.02 CORRUGATED METAL PIPE

A. Provide corrugated metal pipe meeting the requirements of AASHTO M36. Provide Type I pipe, unless noted otherwise on the Plans.

B. All pipe shall be formed from coated steel conforming to AASHTO M218.

C. Pipe gage shall be Gage 16 for 24-inch to 48-inch diameter Type I pipe.

D. Coupling Bands and Accessories

1. Coupling bands shall meet the requirements of AASHTO M36, except as noted below.

   a. Provide 24" wide (minimum) coupling bands with annular corrugations. Material, corrugation, diameter, and coating of the coupling band shall match the pipe.

   b. The coupling band gage can be 2 gages lighter than the pipe, but in no case thinner than 0.064".

2. Coupling bands shall have minimum of three (3) 1/2" diameter bolts.

3. All hardware, bolts, and nuts on the coupling band shall be hot-dip galvanized per ASHTO M 232.

2.03 REINFORCED CONCRETE BOX CULVERTS

A. Reinforced concrete box culvert shall be precast ASTM C789 with tongue and groove joints, unless otherwise noted on the Plans.

B. Where Contractor elects to substitute monolithic box culvert, contractor shall submit to the Engineer for approval box culvert design plans including concrete mix design, reinforcing steel placement, joint design, and bedding. Box culvert design with specifications, drawings and supporting calculations must be prepared and sealed by a registered Professional Engineer licensed to practice in the State of Texas.

C. Unless otherwise noted, design loading for monolithic box culvert design shall be HS-20.

2.04 MANHOLES

A. Manholes shall be Type C in accordance with City of Houston Drawing Nos. 02081-03, 02081-04, or 02081-05, unless otherwise specified in the bid proposal or Plans.

B. All manholes shall be brick, unless otherwise approved by the Owner.

2.05 INLETS

A. Inlets shall be of the type indicated on the Plans.

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PART 3 - EXECUTION

3.01 STORM SEWERS

A. Storm sewers shall be constructed in accordance with City of Houston specifications. Bedding for pipe less than 36-inch pipe shall be in accordance with Drawing No. 02317-04, and bedding for 36-inch pipe and larger shall be in accordance with Drawing 02317-09 or 02317-06. Trench backfill shall be compacted to 95% standard proctor density.

B. For storm sewers or leads under or within one foot of proposed pavement, trench shall be backfilled with cement stabilized sand to within one foot of the bottom of pavement subgrade. Remainder of trench shall be backfilled with suitable backfill compacted to 95 percent density per ASTM D698.

3.02 ROADSIDE DITCH CULVERTS

A. For roadside ditch culverts where no grade is shown on the Plans, place culverts at minimum grade of 0.2 percent with invert of pipe at the invert of roadside ditch or at elevation which will provide a minimum of 12-inches of clearance between top of pipe and bottom of pavement (or base course), whichever is lower.

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3.03 REINFORCED CONCRETE BOX CULVERT

A. Reinforced concrete box culverts shall be constructed in accordance with City of Houston specifications. Bedding and backfill for box culverts shall be in accordance with Drawing No. 02317-05 or 02317-07. Trench backfill shall be compacted to 95% standard proctor density.

B. For box culverts under or within one foot of proposed pavement, trench shall be backfilled with cement stabilized sand to within one foot of the bottom of pavement subgrade. Remainder of trench shall be backfilled with suitable backfill compacted to 95 percent density per ASTM D698.

3.04 INLETS

A. Inlets shall be constructed in two Stages, with Stage I extending above inlet lead. Stage II shall be constructed upon completion of paving by others.

3.05 MANHOLES

A. All manhole rims shall be adjusted to finished grade after pavement grading is completed by others.

3.06 TRENCH SEEDING

A. Contractor will not be required to hydromulch seed backfilled storm sewer trenches.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Reinforced concrete pipe, reinforced concrete box culvert, and corrugated metal pipe storm sewers shall be measured by the linear foot of each size of pipe. The measurement shall be along the pipe centerline between centers of manholes or end of pipe where no manhole is proposed. Where pipes are cut off to create a beveled end at an inlet or outfall end, the measurement shall extend along the pipe centerline to the extreme end of the bevel.

B. Reinforced concrete pipe and corrugated metal pipe culverts shall be measured by the linear foot of each size of pipe. The measurement shall be along the pipe centerline between precast concrete end treatments or end of pipe where no end treatment is proposed. Where culverts are cut off to create a beveled end at an inlet or outfall end, the measurement shall extend along the pipe centerline to the extreme end of the bevel.

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C. Backslope interceptor structures shall be measured by each backslope interceptor structure installed and shall include corrugated metal pipe outfall.

D. Inlets, manholes, and other concrete structures shall be measured by each structure installed. No separate measurement will be made for extra depth of inlets or manholes.

E. Ditch outfall structure is measured by each outfall structure installed for size of outfall pipe.

4.02 PAYMENT

A. Payment for storm sewers shall be at the bid unit price for linear feet of pipe size. Bid unit price shall include all labor, equipment, material, trench excavation, specified bedding and backfill, and disposal of excess excavated material. Disposal of unsuitable backfill material shall be incidental to the unit price bid for sewer pipe and related appurtenances.

B. Payment for roadside ditch culverts shall be at the bid unit price for linear feet of pipe size. Bid unit price shall include all labor, equipment, material, trench excavation, specified bedding and backfill, and disposal of excess excavated material. Disposal

of unsuitable backfill material shall be incidental to the unit price bid for sewer pipe and related appurtenances.

C. Payment for corrugated metal pipe for backslope interceptor structure outfalls shall be incidental to the cost of the backslope interceptor structure.

D. Inlets

1. Payment for inlets shall be at the bid unit price for each type inlet. Bid unit price shall include all labor, equipment, material, trench excavation, specified bedding and backfill, and disposal of excess excavated material.

2. Bid unit price for inlets shall include all depths. No separate payment will be made for inlet depth exceeding standard depth.

3. Partial payment for construction of Stage I of storm inlets shall be 35 percent of the bid unit price inlets. Final 65 percent of the bid unit price shall be paid upon construction of Stage II inlets.

E. Manholes

1. Payment for manholes shall be at the bid unit price for each type manhole. Bid unit price shall include all labor, equipment, material, trench excavation, specified bedding and backfill, and disposal of excess excavated material.

2. Bid unit price for manholes shall include all depths. No separate payment will be made for manhole depth exceeding standard depth.

F. Payment for ditch outfalls shall be at the bid unit price for each outfall of the specified outfall pipe size. Bid unit price shall include all labor, equipment, material, trench excavation, geotextile fabric, and disposal of excess excavated material.

END OF SECTION

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PART 1 - G E N E R A L

1.01 DESCRIPTION

A. Work to be performed under this item shall be constructed in accordance with the specifications listed herein. All Harris County specifications shall apply as if fully repeated and bound herein. Where conflicts between specifications occur, the most restrictive shall govern.

PART 2 - P R O D U C T S (NOT USED)

PART 3 - E X E C U T I O N

3.01 REINFORCED CONCRETE AND ASPHALTIC PAVEMENTS

A. Prepare and construct all subgrade, base, paving, curb and other appurtenances in accordance with Harris County Engineering Department's "Specifications for the Construction of Roads and Bridges within Harris County, Texas" (dated October 1, 1989, with all Addenda and Amendments).

B. Prepare and construct all subgrade, base, paving, curb and other appurtenances in accordance with Harris County Engineering Department's "Rules, Regulations and Requirements Relating to the Approval and Acceptance of Improvements in Subdivisions or Resubdivisions" (with all Addenda and Amendments).

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PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

A. Subgrade preparation - This item includes all operations necessary to prepare areas for lime stabilization and/or paving, including grading, discing, mixing and compaction prior to paving. The unit of measurement is the square yard. Subgrade preparation includes all areas to be paved along with a one-foot additional width on each side of the pavement. Payment will be at the contract unit price per square yard, which constitutes full payment for all work related to preparation of the subgrade for lime stabilization and/or paving.

B. Lime/Fly Ash/Cement for stabilizing subgrade - This item includes furnishing, spreading, mixing, curing and performance of miscellaneous related incidentals. The unit of measurement is by the ton. All lime, fly ash, or cement placed at the rate established by the ENGINEER in subgrade along with a one-foot additional width on each side of the pavement will be paid for by the ton at the contract unit price per ton, which constitutes full payment for all work related to furnishing, mixing, curing and other related incidentals.

C. Six-inch and seven-inch concrete pavement - This item includes all operations required to construct pavement to Harris County Standards including uniformly grading the area between the back of curb and right-of-way after curb is installed. The unit of measurement is the square yard. The number of square yards of the paving placed in accordance with the plans and Harris County Standards will be paid for at the appropriate contract unit price for the paving thickness involved which constitutes full payment for all work related to placement of the concrete pavement.

D. Six-inch and four-inch concrete curb - This item includes all operations required to construct concrete curb to Harris County Standards. The unit of measurement is the linear foot. The number of linear feet of curb placed in accordance with the plans and Harris County Standards will be paid for at the contract unit price for the curb height involved which constitutes full payment for all work related to placement of concrete curb.

E. Roadway Excavation - This item includes all operations required to excavate the areas to be paved along with removal of all excess and objectionable material for the full width of the right-of-way, or areas designated by ENGINEER. The unit of measurement is the cubic yard. The number of cubic yards of materials excavated from beneath the pavement to specified subgrade elevation along with a two-foot strip on each side of the pavement will be paid for at the appropriate contract unit price for roadway excavation which constitutes full payment for all work related to roadway excavation, placement of excavated material on lots or areas designated by ENGINEER along with various related incidental operations.

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F. Asphalt transitions - This item includes all operations required to construct asphalt transitions to Harris County Standards in accordance with the plans. A minimum of ten inches of compacted flexible base and two inches of hot mix asphalt must be provided. The number of square yards of material placed to Harris County Standards in accordance with the plans will be paid for at the appropriate contract unit price per square yard for asphalt transitions which constitutes full payment for all work related to this item.

G. Roadway fill - This item includes all operations required to place and compact roadway fill to the full width of the right-of-way to Harris County Standards in accordance with the plans. The unit of measurement is the cubic yard measured in place. Payment at the appropriate contract unit price for roadway fill constitutes full compensation for all operations related to placement, compaction and performance of other various related activities involved in placement of roadway fill.

H. Standard City of Houston Paving Header - This item includes all operations required to construct a paving header in accordance with plans and City of Houston

specifications. The unit of measurement is the linear foot. The number of linear feet of paving header placed in accordance with the plans will be paid for at the appropriate Contract unit price.

I. Standard Harris County Undercut - This item includes all operations required to construct undercut and tie to existing paving in accordance with plans and Harris County specifications. The unit of measurement is the linear foot. The number of linear feet of undercut and tie to existing paving placed in accordance with the plans will be paid for at the appropriate Contract unit price for undercut and tie to existing paving.

J. Pavement Markings – This item includes all operations required to install traffic buttons and / or striping. The unit of measurement for traffic buttons is per each. The unit of measurement for striping (tape or paint) is the linear foot. The number of buttons and / or number of linear feet of striping placed in accordance with the plans will be paid for at the appropriate Contract unit price.

END OF SECTION

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OPTIONS AND NOTES FOR SPECIFICATION

1. This Specification applies to Harris County only. If this Specification is to be copied to another ALWAYS VERIFY IF STANDARDS ARE FOR CITY OF HOUSTON OR ANOTHER COUNTY. HARRIS COUNTY IS USED IN THIS STANDARD DOCUMENT.

2. Typically, site preparation and lot grading is measured and paid in Section 02201 – Stripping and Fill. If Section 02201 is not used, below is an alternate description of M&P to include in this section.

   Site preparation and lot grading - This item includes all operations necessary to prepare site for grading and lots to receive fill including clearing and grubbing, grading lots, and performance of other miscellaneous related operations. The unit of measurement is the acre. All areas on which site preparation and lot grading is performed will be measured and payment will be at the contract unit price per acre which constitutes full payment for all work related to site preparation and lot grading.

3. Removed "including placement of the excavated material on lots" from roadway excavation description after "right-of-way,". Removed "within the subdivision" from roadway excavation description after "designated by ENGINEER" since often the area designated by the ENGINEER is a spoil site outside the subdivision. Removed "placement of excavated material on lots" from roadway description after "all work related to roadway excavation," since placement of excavated material on lots is typically specified in Section 02201 – Stripping and Fill.

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PART 1 - GENERAL

1.01 DESCRIPTION

A. The work covered by this Section consists of furnishing all plant, labor, materials, equipment, supplies, supervision, and tools, and performing all work necessary for topsoiling, smoothing, seeding, fertilizing, watering, maintenance, and clean-up, all in accordance with the specifications.

B. This specification covers only hydromulch seeding outside the limits of public road right-of-way.

C. Hydromulch seeding operations shall conform to the requirements specified in this Section. This specification replaces City of Houston Standard Specification 02921 in its entirety.

1.02 SUBMITTALS

A. Seed Certification

1. Certification shall be submitted from the supplier for each type of seed specified.

2. Certification shall accompany the delivery of the seed and shall indicate that the seed is in accordance with the requirements of the Texas Seed Law.

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B. Fertilizer Certification

1. Certification shall be submitted from the fertilizer manufacturer as to the chemical analysis of the fertilizer, a listing of the elements contained therein and their percentages.

2. Certification shall indicate that the fertilizer is in accordance with the requirements of the Texas Fertilizer Law.

PART 2 - PRODUCTS

2.01 SEED

A. All seed must meet the requirements of the Texas Seed Law and the U.S. Department of Agriculture Rules and Regulations as set forth in Federal Seed Act. Type of seed, purity and germination requirements, rate of application and planting dates are as follows:

	Type	Application Rate Pounds per Acre	Planting Date
1.	Hulled Common Bermuda Grass 98/88	40	Jan. 1 to
	Unhulled Common Bermuda Grass 98/88	40	Apr. 15
	Annual Rye Grass (Gulf)	50	
2	Hulled Common Bermuda Grass 98/88	40	April 16 to Sept. 30
3.	Hulled Common Bermuda Grass 98/88	40	Oct. 1 to
	Unhulled Common Bermuda Grass 98/88	40	Dec. 31
	Annual Rye Grass (Gulf)	30	

2.02 FERTILIZER

A. Fertilizer shall be water soluble with analysis of 10 percent nitrogen, 20 percent phosphoric acid and 10 percent potash. Rate of application shall be 750 pounds per acre, except during the period of April 16 to September 1, when the rate shall be reduced to 600 pounds per acre.

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2.03 MULCH

A. Mulch shall be virgin wood cellulose fiber made from whole wood chips. Within the fiber mulch material at least 20 percent of the fibers will be 10.7 mm in length and 0.27 in diameter. Rate of application shall be 2200 pounds per acre. Soil stabilizer such as Terra Tack I (or approved equal) shall be applied at a rate of 40 pounds per acre.

PART 3 - EXECUTION

3.01 TOPSOIL PLACEMENT

A. Prior to hydromulching, the Contractor shall place at least a four (4) inch layer of topsoil, obtained on-site, on all disturbed soil areas. The Contractor shall scarify or plow to a depth of not less than four (4) inches the designated areas before placement of the topsoil layer. The topsoil material shall then be placed atop the disturbed areas and the area subsequently compacted to its original density. Excess topsoil stockpiled on site shall be removed and disposed of in accordance with Section 02235, Waste Material Disposal.

3.02 MAINTENANCE

A. The hydromulch shall be adequately watered until established. Any areas damaged by erosion or areas that do not have an acceptable turfing shall be redone to the satisfaction of the Engineer.

B. Contractor shall be responsible for adequately watering seeded area until established.

3.03 ACCEPTANCE

A. Any areas of hydromulch seeding damaged by erosion or that do not have a 95 percent uniform coverage of grass in excess of 1-inch in height and/or areas with bare spots greater than two square feet shall be reseeded at the Contractor's expense.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Unless otherwise noted, hydromulch seeding shall not be measured and shall be considered incidental to excavation or other operation resulting in disturbed area. Where noted in the bid proposal, hydromulch seeding will be measured by the acre.

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4.02 PAYMENT

A. Unless otherwise noted, no separate payment will be made for work performed under this section for hydromulch seeding. Include the cost of such work in contract unit prices for the associated excavation or other operation resulting in disturbed area. Where noted in the bid proposal, payment for hydromulch seeding will be at the bid unit price. Bid unit price shall include all labor, materials, equipment, and maintenance.

END OF SECTION

ADICO
CONSULTING ENGINEERS

Thursday, March 10, 2022

Mr. Robert Hemminger
City Manager
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, TX 77553

Re: Ames Blvd. Bridge Replacement at South Hayes Creek
GLO CDBG-DR Project NO. 20-065-008-C011
Letter of Recommendation to Award Contract to WadeCon, LLC
Adico, LLC Project No. 16007-60

Dear Robert,

On behalf of the City of Iowa Colony, Adico, LLC has completed its review of the bid packages received for Ames Blvd. Bridge Replacement at South Hayes Creek, GLO CDBG-DR Project No. 20-065-008-C011.

We received two bids for the above reference project. The low bidder is WadeCon, LLC with a total base bid is $288,340.00.

Below is a brief overview of the two bids received.

Company Name	Total Base Bid Amount	Bid Security	Addendum Received
WadeCon, LLC	$288,340.00	Yes	Yes
Rodriguez Construction	$417,673.00	Yes	Yes

Copy

We have reviewed their bid proposal and corresponding documentation and find it to be in compliance with the project as publicly advertised. Adico, LLC recommends awarding the contract to Wade Con, LLC.

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

Sincerely,
Adico, LLC

Dinh Ho, P.E.

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

ADICO, LLC
TBPE FIRM NO. F-16423

STATE OF TEXAS
DINH V. HO
93895
LICENSED
PROFESSIONAL ENGINEER

Dinh Ho, P.E.
3/17/2022

Cc: Kayleen Rosser, COIC
File: 16007-60

FINAL BID TAB

CITY OF IOWA COLONY
AMES BLVD BRIDGE AT SOUTH HAYES CREEK
GLO CDBG-DR PROJECT NO. 20-065-008-C011

Item No.	Qty.	Unit	Description of Item with Unit Price	Wade Con, LLC Unit Price	Wade Con, LLC Total Cost	Rodriguez Construction, LLC Unit Price	Rodriguez Construction, LLC Total Cost
SECTION A - STORM SEWER ITEMS							
1.	128	L.F.	Furnish and Install Dual 6' X 6' RCB Storm Sewer Pipe: including bedding and backfill, complete in place	$1,000.00	$128,000.00	$1,120.00	$143,360.00
2.	96	S.Y.	Furnish and Install 5" Concrete Slope Pavement: complete in place	$100.00	$9,600.00	$280.00	$26,880.00
Subtotal Section A - Storm Sewer Items:……					$137,600.00		$170,240.00
SECTION B - ROADWAY IMPROVEMENT ITEMS							
1.	42	L.F.	Sawcut existing asphaltic pavement: remove & dispose offsite, complete in place:	$20.00	$840.00	$28.00	$1,176.00
2.	1	L.S.	Remove existing steel plates (4 total) - Relocate to location as designated by Engineer: including equipment and labor, complete in place	$2,500.00	$2,500.00	$4,900.00	$4,900.00
3.	555	S.Y.	Mill 2" surface of existing asphalt pavement, remove & dispose complete in place	$20.00	$11,100.00	$25.20	$13,986.00
4.	1	L.S.	Remove and Dispose of Existing Wooden Bridge with all appurtenances: remove & dispose offsite, complete in place:	$10,000.00	$10,000.00	$25,200.00	$25,200.00
5.	370	C.Y.	Import fill for roadway, including compaction in 8" lifts per specification including equipment and labor, complete in place	$20.00	$7,400.00	$60.20	$22,274.00
6.	180	S.Y.	Install 12" Flexbase per TxDOT Spec Items No. 247 (Type "D") including equipment and labor, complete in place	$70.00	$54,600.00	$81.20	$14,616.00
7.	555	S.Y.	Furnish and Install 2-inch HMAC Type "D" including equipment and labor, complete in place	$30.00	$16,650.00	$53.20	$29,526.00

Copy

Bid Sheet Must be Initialed by Same Person Who Signs Proposal:
(Initial)_____

Item No.	Qty.	Unit	Description of Item with Unit Price	Unit Price	Total Cost	Unit Price	Total Cost
8.	55	GAL	Prime Coat (MC-20 at 0.10 GAL/SY): including equipment and labor, complete in place	$10.00	$550.00	$35.00	$1,925.00
9.	55	GAL	Tack Coat (AC-10 at 0.10 GAL/SY): including equipment and labor, complete in place	$10.00	$550.00	$35.00	$1,925.00
10.	176	L.F.	Furnish and Install Flex Beam Guardrail: including equipment and labor, complete in place	$70.00	$12,320.00	$224.00	$39,424.00
11.	220	L.F.	Regrade Existing Road Side Ditch: including equipment and labor, complete in place	$20.00	$4,400.00	$21.00	$4,620.00
12.	250	L.F.	4-inch Wide Solid Yellow Stripe Thermoplastic complete in place:	$1.00	$250.00	$9.10	$2,275.00
13.	500	L.F.	4-inch Wide Solid White Stripe Thermoplastic complete in place:	$1.00	$500.00	$4.90	$2,450.00
Subtotal Section B - Roadway Improvement Items:……					$121,660.00		$164,297.00

SECTION C - MISCELLANEOUS ITEMS:

1.	1	L.S.	Construction Staking Services, complete in place:	$1,000.00	$1,000.00	$7,000.00	$7,000.00
2.	1	L.S.	Furnish Performance & Payment Bonds in accordance with contract documents, complete in place:	$15,000.00	$15,000.00	$45,000.00	$45,000.00
3.	160	L.F.	Furnish and Install Erosion Control Filter Fabric Fence as shown on the plans, complete in place:	$3.00	$480.00	$5.60	$896.00
4.	60	L.F.	Furnish and Install Filter Dam as shown on the plans, complete in place:	$10.00	$600.00	$49.00	$2,940.00
5.	0.25	AC	Furnish and Install Seasonal Mix Hydromulch Seeding (guaranteed grow) Adjacent to roadway widening, complete in place:	$8.00	$2,000.00	$14,000.00	$3,500.00
6.	2	Mo.	Furnish, install and maintain traffic control devices and appurtenances as shown on the plans and as required by TxDOT, in accordance with Texas Manual on Uniform Traffic Control Devices (latest edition), complete in place:	$2,500.00	$5,000.00	$3,500.00	$7,000.00
8.	1	L.S.	Dewatering during construction including equipment and labor, complete in place	$5,000.00	$5,000.00	$16,800.00	$16,800.00
Subtotal Section C - Miscellaneous Items……					$29,080.00		$83,136.00

Copy

Bid Sheet Must be Initialed by Same Person Who Signs Proposal: (Initial)_____

Item No.	Qty.	Unit	Description of Item with Unit Price	Unit Price	Total Cost	Unit Price	Total Cost
SECTION D - EXTRA WORK ITEMS: (To be used only as directed by the Engineer.)							
1.	10	TON	Furnish and mix Lime for subgrade stabilization, complete in place:	$300.00 ($150.00)*	$3,000.00	$500.00 ($150.00)*	$5,000.00
2.	10	TON	Furnish cement for subgrade stabilization including all material and labor, complete in place:	$100.00 ($75.00)*	$1,000.00	$600.00 ($75.00)*	$6,000.00
3.	10	TON	Furnish and install extra cement stabilized sand, complete in place:	$50.00 ($22.00)*	$500.00	$32.00 ($22.00)*	$320.00
4.	50	C.Y.	Misc. excavation and on-site disposal as directed by the Engineer, complete in place:	$10.00 ($5.00)*	$500.00	$10.00 ($5.00)*	$500.00
5.	500	C.Y.	Import of select fill material, as directed by the Engineer, complete in place:	$10.00 ($10.00)*	$5,000.00	$10.00 ($10.00)*	$5,000.00
* Minimum Unit Bid Price							
Subtotal Section D - Extra Work Items *(Do Not Include in Base Bid)* …….					$10,000.00		$16,820.00

BID SUMMARY

SUBTOTAL SECTION A - STORM SEWER ITEMS.	$137,600.00	$170,240.00
SUBTOTAL SECTION B - ROADWAY IMPROVEMENT ITEMS.	$121,660.00	$164,297.00
SUBTOTAL SECTION C - MISCELLANEOUS ITEMS.	$29,080.00	$83,136.00
SUBTOTAL SECTION D - EXTRA WORK ITEMS.	$10,000.00	$16,820.00
TOTAL BASE BID (SECTIONS A+B+C)**.	$288,340.00	$417,673.00

**NOTE: DO NOT INCLUDE SECTION D IN BASE BID.

Copy

Bid Sheet Must be Initialed by Same Person Who Signs Proposal: (Initial)_____

Wadecon, LLC

ORIGINAL

PROPOSAL BID FORM

CITY OF IOWA COLONY
AMES BLVD BRIDGE AT SOUTH HAYES CREEK
GLO CDBG-DR PROJECT NO. 20-065-008-C011

Item No.	Qty.	Unit	Description of Item with Unit Price	Unit Price	Total Cost
SECTION A - STORM SEWER ITEMS					
1.	128	L.F.	Furnish and Install Dual 6' X 6' RCB Storm Sewer Pipe: including bedding and backfill, complete in place	$ 1,000 ea	$ 128,000 ea
2.	96	S.Y.	Furnish and Install 5" Concrete Slope Pavement: complete in place	$ 100 ea	$ 9,600 ea
Subtotal Section A - Storm Sewer Items:.....					$ 137,600 ea
SECTION B - ROADWAY IMPROVEMENT ITEMS					
1.	42	L.F.	Sawcut existing asphaltic pavement: remove & dispose offsite, complete in place:	$ 20 ea	$ 840 ea
2.	1	L.S.	Remove existing steel plates (4 total) - Relocate to location as designated by Engineer: including equipment and labor, complete in place	$ 2,500 ea	$ 2,500 ea
3.	555	S.Y.	Mill 2" surface of existing asphalt pavement, remove & dispose complete in place	$ 20 ea	$ 11,100 ea
4.	1	L.S.	Remove and Dispose of Existing Wooden Bridge with all appurtenances: remove & dispose offsite, complete in place:	$ 10,000 a	$ 10,000 ea
5.	370	C.Y.	Import fill for roadway, including compaction in 8" lifts per specification including equipment and labor, complete in place	$ 20 ea	$ 7,400 ea
6.	180	S.Y.	Install 12" Flexbase per TxDOT Spec Items No. 247 (Type "D") including equipment and labor, complete in place	$ 70 ea	$ 54,600 ea
7.	555	S.Y.	Furnish and Install 2-inch HMAC Type "D" including equipment and labor, complete in place	$ 30 ea	$ 16,650 ea

Copy

Bid Sheet Must be Initialed by Same Person Who Signs Proposal:
(Initial) JW

Item No.	Qty.	Unit	Description of Item with Unit Price	Unit Price	Total Cost
8.	55	GAL	Prime Coat (MC-20 at 0.10 GAL/SY): including equipment and labor, complete in place	$ 10.00	$ 550.00
9.	55	GAL	Tack Coat (AC-10 at 0.10 GAL/SY): including equipment and labor, complete in place	$ 10.00	$ 550.00
10.	176	L.F.	Furnish and Install Flex Beam Guardrail: including equipment and labor, complete in place	$ 70.00	$ 12,320.00
11.	220	L.F.	Regrade Existing Road Side Ditch: including equipment and labor, complete in place	$ 20.00	$ 4,400.00
12.	250	L.F.	4-inch Wide Solid Yellow Stripe Thermoplastic complete in place:	$ 1.00	$ 250.00
13.	500	L.F.	4-inch Wide Solid White Stripe Thermoplastic complete in place:	$ 1.00	$ 500.00

Subtotal Section B - Roadway Improvement Items..... $ 121,660.00

SECTION C - MISCELLANEOUS ITEMS:

1.	1	L.S.	Construction Staking Services, complete in place:	$ 1,000.00	$ 1,000.00
2.	1	L.S.	Furnish Performance & Payment Bonds in accordance with contract documents, complete in place:	$ 15,000.00	$ 15,000.00
3.	160	L.F.	Furnish and Install Erosion Control Filter Fabric Fence as shown on the plans, complete in place:	$ 3.00	$ 480.00
4.	60	L.F.	Furnish and Install Filter Dam as shown on the plans, complete in place:	$ 10.00	$ 600.00
5.	0.25	AC	Furnish and Install Seasonal Mix Hydromulch Seeding (guaranteed grow) Adjacent to roadway widening, complete in place:	$ 8,000.00	$ 2,000.00
6.	2	Mo.	Furnish, install and maintain traffic control devices and appurtenances as shown on the plans and as required by TxDOT, in accordance with Texas Manual on Uniform Traffic Control Devices (latest edition), complete in place:	$ 2,500.00	$ 5,000.00
8.	1	L.S.	Dewatering during construction including equipment and labor, complete in place	$ 5,000.00	$ 5,000.00

Subtotal Section C - Miscellaneous Items..... $ 29,080.00

Copy

Bid Sheet Must be Initialed by Same Person Who Signs Proposal:
(Initial) JW

Item No.	Qty.	Unit	Description of Item with Unit Price	Unit Price	Total Cost
SECTION D - EXTRA WORK ITEMS: (To be used only as directed by the Engineer.)					
1.	10	TON	Furnish and mix Lime for subgrade stabilization, complete in place:	$ 300.00 ($150.00)*	$ 3,000.00
2.	10	TON	Furnish cement for subgrade stabilization including all material and labor, complete in place:	$ 100.00 ($75.00)*	$ 1,000.00
3.	10	TON	Furnish and install extra cement stabilized sand, complete in place:	$ 50.00 ($22.00)*	$ 500.00
4.	50	C.Y.	Misc. excavation and on-site disposal as directed by the Engineer, complete in place:	$ 10.00 ($5.00)*	$ 500.00
5.	500	C.Y.	Import of select fill material, as directed by the Engineer, complete in place:	$ 10.00 ($10.00)*	$ 5,000.00

* Minimum Unit Bid Price

Subtotal Section D - Extra Work Items *(Do Not Include in Base Bid)* ..... $ 10,000.00

Copy

BID SUMMARY

SUBTOTAL SECTION A - STORM SEWER ITEMS	$ 137,600.00
SUBTOTAL SECTION B - ROADWAY IMPROVEMENT ITEMS	$ 121,660.00
SUBTOTAL SECTION C - MISCELLANEOUS ITEMS	$ 29,080.00
SUBTOTAL SECTION D - EXTRA WORK ITEMS	$ 10,000.00
TOTAL BASE BID (SECTIONS A+B+C)** **NOTE: DO NOT INCLUDE SECTION D IN BASE BID.	$ 288,340.00
TOTAL AMOUNT BID FOR MATERIALS	$ 180,000.00
TOTAL AMOUNT BID FOR SKILLS, LABOR, EQUIPMENT, ETC.	$ 108,340.00

Acknowledge Receipt of Addendum Nos. 1, 2, gw (Initial).

The undersigned (Contractor) represents and warrants that (1) all tangible personal property idendtified as "materials" in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property.

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX.

Bid Sheet Must be Initialed by Same Person Who Signs Proposal:
(Initial) gw

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 2/22/22

Bidder (Legal Name of Firm): WadeCon, LLC

Date Organized: 10/2016

Name of Owner(s): Jerry Wade

Address: 1525 Lakewike Dr Suite 115
Kingwood, TX 77339

Date Incorporated

Federal ID Number: 81-4072144

Number of Years in contracting business under present name 5+

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount $	Completion Date
See Attach		

Type of work performed by your company: Heavy Highway, Bridge Construction

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

50

Have you ever failed to complete any work awarded to you? ☐ Yes ☑ No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☑ No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five-year period or is still in effect? ☐ Yes ☑ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

Copy

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount $	Mo/Yr Completed
See Attach		

Major equipment available for this contract: See Attach

Are you in compliance with all applicable EEO requirements? ☑ Yes ☐ No

(If no, please attach summary of details on a separate sheet.)

Are you a Section 3 business? (see below) ☐ Yes ☑ No

Section 3 Business Concerns:

a) Businesses that are 51 percent or more owned by Section 3 residents;
b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
d) Businesses located within the City/County's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low-income persons.

Copy

Bank References

Address: 400 N Sam Houston Pkwy E Contact Name: Kelly Simmons

City & State: Houston TX Zip: 77060 Phone Number: 281-320-7405

Credit available: $ 500,000

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☐ No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 22 day of 2, 2022

Signature

Jerry Wade Owner
Printed Name and Title

WadeCon, LLC
Company Name

Notary Statement:

Jerry Wade. being duly sworn, says that he/she is the Position/Title owner of WadeCon, LLC (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of Iowa Colony in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 21st day of February, 2022.

Notary Public

Signature

Jill Seiler Stark
Printed Name

JILL SEILER STARK
Notary ID #132340144
My Commission Expires
January 31, 2024

Copy

My Commission Expires: 1/31/2024

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-852964

Date Filed:
02/21/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Wadecon, LLC
Kingwood, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

city of Iowa Colony

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20-065-008-C011
Ames Blvd Bridge at South Hayes Creek

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

Copy

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jerry Wade, and my date of birth is 2/22/22.

My address is 3208 N Wadstream Way (street), Kingwood (city), TX (state), 77345 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TX, on the 2 day of 2 (month), 2022 (year).

Jerry Wade

Signature of authorized agent of contracting business entity (Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

Copy

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Jay Wade

Signature of vendor doing business with the governmental entity

2/22/22

Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Harris)

Jerry Wade, being first duly sworn, deposes and says that:

(1) He/She is owner of WadeCon, LLC, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Iowa Colony (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Copy

(Signed) Jerry Wade

owner
Title

Subscribed and sworn to me this 21st day of February.

By: Jill Seiler Stark
Notary Public

My commission expires 1/31/2024

JILL SEILER STARK
Notary ID #132340144
My Commission Expires
January 31, 2024

CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87*

(To be submitted with each bid or offer exceeding $100,000)

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, 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.

(2) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
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. Code. 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.

Statement for Loan Guarantees and Loan Insurance:
The undersigned states, to the best of his or her knowledge and belief, that: If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Copy

As the duly authorized representative of the Contractor, I hereby certify that the applicant will comply with the above applicable certification.

Jerry Wade

Signature of Contractor's Authorized Official

Jerry Wade

Printed Name and Title of Contractor's Authorized Official

2/2/22

Date

*24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this

burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503

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Approved by OMB
4040-0013

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application A b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ✓ Prime _____ Subawardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. **Federal Action Number,** *if known:*	9. **Award Amount**, *if known:* $	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** Jerry Wade **Print Name:** Jerry Wade **Title:** owner **Telephone No.:** 251-348-0653 **Date:** 2/22/22	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

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CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File
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PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated $ Amount Local Business
None				

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LMI Residents (Section 3)
Skilled Labor	4	4	0	0
Labor	3	3	0	0
Totals	7	7	0	0

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SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The WadeCon, LLC does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) WadeCon, LLC

(Address) 1525 Lakeville Dr Suite 115

Kingwood TX 77339

City State Zip

Telephone Number (281) 348 - 0853 Voice

( ) _____ - _____ TDD

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_____ has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and ID number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

NAME	ID NUMBER
Jerry Wade	

N/A

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

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A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provision of Parts A and D of Title IV of the federal Social Security Act (42 USC Section 601417 and 651-669).

Jerry Wade

Signature – Company Official

WadeCom, LLC
~~Jerry Wade~~

Printed/Type Firm Name

Jerry Wade

Printed/Typed Name and Title

2/22/22

Date

CONTRACTOR'S CERTIFICATION of RECOVERED MATERIAL

ACKNOWLEDGEMENT

I, Jerry Wade (Principal's Name) of Wade Con, LLC (Company Name), (hereinafter called "Contractor"), acknowledge the recovered material bidding requirements found in 2 CFR 200.322 that requires the Contractor to procure those items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

I also acknowledge that this requirement shall apply to items purchased (1) where the Contractor purchases in excess of $10,000 of the item under this contract; or (2) where during the preceding fiscal year, the value of the quantity acquired was in excess of $10,000.

Finally, I acknowledge the attached list of recovered materials included in the bid documents.
(For up-to-date listing, please go to https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#directory)

Jerry Wade
Printed Name and Title

Signature

2/22/22
Date

USE OF RECOVERED MATERIAL

Please check one:

- ☐ Recovered materials are included in this bid:
  Materials included_____
- ☑ Recovered materials are not reasonably available in a reasonable period of time.
- ☐ Recovered materials fail to meet reasonable performance standards, which are determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable.
- ☐ Recovered materials are only available at an unreasonable price.

Jerry Wade
Printed Name and Title

Signature

2/22/22
Date

Copy

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Wadecon, LLC (Company) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Iowa Colony.

A. To ascertain from the City's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To ensure that subcontracts (greater than $10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.

G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.

J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.

K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

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As officers and representatives of Wadecon, LLC (Company), we the undersigned have read and fully agree to this Plan and the City's Section 3 Plan, and become a party to the full implementation of the program and its provisions.

Jerry Wade
Signature

Jerry Wade
Printed Name

Owner
Title

2/27/22
Date

Jerry L. Wade, Jr.

3208 North Woodstream Way
Kingwood, TX 77345
281-359-4361
Mobile 713-248-7971

Summary of Experience

Over Forty years of broad construction management experience with emphasis on commercial and heavy civil projects. Specialized in the supervision of all phases of construction activities and the coordination of support activities and personnel to achieve client satisfaction. Knowledgeable in estimating cost control, engineering, interface, construction techniques, scheduling, equipment, craft supervision and job site safety.

Project Types

Civil construction of all types. Bridges and roadways. Large commercial sites. Docks and seawalls, heavy construction, concrete structures, underground utilities and lift stations.

Activities

Project management, estimating, cost control, manpower planning, equipment utilization, scheduling, craft supervision, safety, carpentry, iron working, operator, client relations.

Employment History

WadeCon, LLC, Managing Partner	2016	- Present
Menade, Inc., President	1999	- Present
Stabilized Materials Company, Vice-President	1994	- 1998
Wade Regas Contracting, Inc., President	1988	- 1994
Bayou Contracting, Inc. , Vice-President	1981	- 1988
Continental Constructors, Inc. , Superintendent	1978	- 1981
T.P. Groome Contracting Co. , Superintendent	1976	- 1978
Bawden Drilling Co. , Foreman	1975	- 1976
Various Construction Companies	1968	- 1975

(List of completed projects and references provided upon request)

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Personal Data

University of Southern Mississippi, Hinds Junior College, St. Petersburg
Junior College: Three years, Building Construction Management
Graduated from High School in 1972
Born: February 28, 1954, Jackson, Mississippi
Married, 4 Children
Church, Second Baptist Church, Kingwood, Texas

Detailed Professional Experience

WadeCon, LLC. 2016 – present

Managing Partner

Responsible for daily field operations and management for all construction projects.

Menade, Inc. 1999 – present

President

Responsible for daily field operations and management for all construction projects.

Stabilized Materials Company 1994 - 1998

Vice-President

Responsible for daily field operations and management for all construction projects.

Wade Regas Contracting, Inc. 1988 - 1994

President

Responsible for the general management of the entire company.

The scope of work performed at all of these locations were directly related to performing underground utilities, paving, dirt work, clearing and bridge construction of all types ranging in price from $100,000.00 to $18,000,000.00.

Copy

Jerry Wade

2020

Completed Projects with References

Project:	Construction of East Mount Houston	100% Complete
Owner:	Harris County	$17,000,000
Contact:	Julia Bond, P.E.	281-755-6522
Scope:	100,000 SY of 10" paving, storm sewer, linear detention ponds and widen two bridges.	
Project:	Construction of Barker Cypress	100% Complete
Owner:	Harris County	$1,500,000
Contact:	Lee Shelton, P.E.	713-806-0813
Scope:	Widen Barker Cypress and signal modifications	
Project:	Construction of Hufsmith Kohrville Rd	100% Complete
Owner:	Harris County	$6,800,000
Contact:	Henry Quiroga, P.E.	281-224-6305
Scope:	Replace two lane asphalt roadway with four lane concrete boulevard, storm sewer and box beam bridge.	
Project:	Main Street Kingwood Off Site Utilities	100% Complete
Engineer:	Jacobs Engineering	$1,600,000
Contact:	Nathan Robert, P.E.	281-776-2132
Scope:	Installation of water, sanitary, storm and roadway paving.	
Project:	Jesse Jones Hike and Bike	100% Complete
Owner:	Harris County	$1,300,000
Contact:	Henry Quiroga, P.E.	281-224-6305
Scope:	Asphalt and concrete hike and bike trails. Two span pedestrian box beam bridge.	
Project:	Rankin Road Clearing	100% Complete
Owner:	J.M. Texas Land Fund No. 2	$400,000
Contact:	Will De young	713-535-2244
Scope:	Clear and grub 90 acres.	

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WadeCon, LLC
1525 Lakeville Dr. Suite 115
Kingwood, Texas 77339
281-348-0853

Current Projects

Project:	Park Westheimer at Peek Road Paving	99% Complete
Owner:	Fort Bend County MUD No. 50	$776,000
Contact:	Mike Richardson, P.E.	281-389-6831
	RGMiller Engineers	mrichardson@rgmiller.com
Scope:	Concrete Paving	
Project:	Memorial Trails	99% Complete
Owner:	Memorial MUD	$540,000
Contact:	Louis Brown, P.E.	713-783-7788
	Costello Engineers	lbrown@costelloinc.com
Scope:	Concrete walking trail and pedestrian bridge	
Project:	Covington Woods and 7th Street Paving and Drainage Repairs	99% Complete
Owner:	City of Sugar Land	$3,421,000
Contact:	Jorge L. Alba	281-275-2275
	City Engineer	jalba@sugarlandtx.gov
Scope:	WS&D and paving improvements	
Project:	Madera Run	45% Complete
Owner:	Harris County	$3,750,000
Contact:	Jeremy Staggs	740-777-0340
	Harris County PM	Jeremy.Staggs@eng.hctx.net
Scope:	Tie into existing storm sewer, 10" concrete paving, bridge and MSE Wall	
Project:	Birch Road Pipe Bridge	70% Complete
Owner:	Harris County Improvement District No. 23	$90,000
Contact:	Les Dodson	713-450-4629
	LJA Engineers	ldodson@lja.com
Scope:	Single span box beam pipe bridge	
Project:	Bay Area Blvd at Morgans Landing	99% Complete
Owner:	Harris County MUD No. 516	$1,018,000

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Contact:	Glen Crocker	713-462-3242
	Cobb, Fendley & Associates, Inc.	GCrocker@cobbfendley.com
Scope:	8x6 RCB, 42" RCP, Headwalls and 8" Concrete Paving	
Project:	Park Place Paving	65% Complete
Owner:	Gulf Gate Redevelopment Authority	$4,526,000
Contact:	Rick Butler	713-266-6900
	LAN Engineers	RLButler@lan-inc.com
Scope:	Remove and replace asphalt roadway, sidewalks and driveways	
Project:	Calvary Road and Shepard Hill Bridges	95% Complete
Owner:	Montgomery County	$1,369,000
Contact:	John Holzwarth	713-705-5410
	Montgomery Co. Inspector	johnholzwarth@cs.com
Scope:	Replace two 80 foot single span bridges	
Project:	Settlers Park Paving and Drainage	50% Complete
Owner:	City of Sugar Land	$4,908,000
Contact:	Ross Woodfin	281-275-2357
	Sugar Land Sr. Project Manager	rwoodfin@sugarlandtx.gov
Scope:	Drainage and Paving	
Project:	Watershed Repairs, Phase 5	10% Complete
Owner:	Fort Bend County Drainage District	$11,500,000
Contact:	Adam Wright	281-342-0141
	Fort Bend County Drainage District	Adam.Wright@fortbendcountytx.gov
Scope:	Buffalo Bayou watershed bank stabilization using sheet pile	
Project:	Mount Mariah and Bays Chapel Box Culverts	95% Complete
Owner:	Montgomery County	$595,000
Contact:	Mike Beitler	936-539-7815
	County Engineer	mike.beitler@mctx.org
Scope:	Replace box culverts and asphalt paving	

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Kingwood, Texas 77339
281-348-0853

	Completed Projects	
Project:	Headwall at Lateral 10	Complete 3/15/2017
Owner:	Gulf Coast Water Authority	$300,000.00
Contact:	James Vanderwater	281-687-7270
Scope:	Construct two cast in place check structures across two different canals and one headwall with handrail at Lateral 10	
Project:	Safe Routes to School Package J	Complete 6/1/2017
Owner:	Harris County	$350,000
Contact:	Gary Howard	281-414-5151
Scope:	Sidewalks, retaining walls, ramps and striping	
Project:	CenterPoint Hike & Bike	Complete 6/25/2017
Owner:	Westchase District	$400,000.00
Contact:	Rick Butler	713-266-6900
	LAN Engineers	
Scope:	Concrete hike and bike trail along CenterPoint right of way	
Project:	West Rd at Queenston Bridge	Complete 6/15/2017
GC:	Select Earth, LLC	$1,600,000
Contact:	Nick Liberatore	832-493-4575
Scope:	Widen existing bridge and roadway to four lane boulevard section.	
Project:	Pearland Pkwy at FM 518 Turn Lane	Complete 8/3/2017
Owner:	City of Pearland	$275,000.00
Contact:	Jaime Dino	281-652-1747
Scope:	Turn lane and signalization	
Project:	Channel Outfall Rehabilatation	Complete 10/15/2017
Owner:	FBCLID No. 10	$400,000.00
Contact:	Gary Goessler, P.E.	281-558-8700
	BGE, Inc.	
Scope:	Demuck channel, install riprap and replace slope paving	

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Project:	Holderrieth at Hufsmith-Kohrville	Complete 2/1/18
Owner:	Harris County	$650,000
Contact:	Nate Anthony	281-830-4371
Scope:	Intersection paving and signalization improvements	
Project:	Gulf Bank at Sweetwater Drainage	Complete 3/1/18
Owner:	Harris County	$1,600,000
Contact:	Julia Bond	281-309-4491
Scope:	Drainage improvements to include 8x3, 5x2 and 4x3 RCB with headwalls and channel lining. Sanitary and water relocations, turn lanes and signal modifications.	
Project:	Sienna Christus at SH 6	Complete 2/1/18
Owner:	Sienna Management District	$200,000.00
Contact:	Jesse Pasquarelli, EIT	713-380-4417
	LJA Engineers	
Scope:	Driveway and turn lane with signalization	
Project:	Clay Rd Bridge	Complete 3/1/18
Owner:	Harris County	
Contact:	Lee Shelton	713-806-0813
	HC Engineer	
Scope:	Widen Clay Road Bridge at Barker Cypress	
Project:	Spring Creek Greenway Segment III-C	Complete August 2018
Owner:	Harris County	$2,100,000.00
Contact:	Jim Loo, P.E.	281-274-3874
	HC Engineer	
Scope:	Hike and bike trails, pedestrian bridge and retaining walls	
Project:	WestPark Trails	Complete 7/31/18
Owner:	Westchase District	$600,000.00
Contact:	Rick Butler	713-226-6900

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	LAN Engineers	
Scope:	Hike and bike trails, sidewalks and drainage along Westpark, Wilcrest, S. Gessner and	
Project:	Sanitary and Paving to Serve 5.47 Acre Tract	Complete 11/15/18
Owner:	Galveston Co. MUD No. 54	$200,000.00
Contact:	Gary Goessler, P.E.	713-488-8292
	BGE, Inc.	
Scope:	Sanitary Sewer and Turn Lane	
Project:	Independence Blvd / Court Road	Complete 11/15/18
Owner:	City of Missouri City	$400,000.00
Contact:	Randy Bowles, P.E.	713-953-5034
	LJA Engineers	rbowles@lja.com
Scope:	Installation of 8x8 RCB and paving	
Project:	Mason at Franz Improvements	Complete 11/1/18
Owner:	Harris County	$800,000.00
Contact:	Jennifer Almonte, P.E.	202-805-0216
	HC Engineer	jennifer.almonte@eng.hctx.net
Scope:	Concrete paving and signals	
Project:	Cypress Forest Park Drainage	Complete 10/15/18
Owner:	Cypress Forest PUD	$375,000
Contact:	Nabil Joubran, P.E.	281-293-0856
	PEPE Engineering	njoubran@pepe-engineering.com
Scope:	Replacement of outfalls and drainage repairs within HCFCD right of way.	
Project:	Madison Bend Clearing	Complete 8/1/18
Owner:	Montgomery Co. MUD 132	$300,000
Contact:	Kara Morrison	713-784-4500
	EHRA Engineers	kmorrison@ehrainc.com
Scope:	Clear and grub 76 acres and drainage swales	
Project:	Grace Crossing	Complete Jan 2019
Owner:	City of Conroe	$400,000.00
Contact:	Tara Gaha, P.E.	936-522-3133
	City Engineer	tgaha@cityofconroe.org
Scope:	Drainage and Paving	
Project:	Reading Road	Complete May 2019
Owner:	City of Rosenberg	$2,000,000
Contact:	Sonia Cantu	713-520-9570
	Dannenbaum Engineers	sonia.cantu@dannenbaum.com
Scope:	Widening Reading Road to include Installation of 6x4 and 6x2 RCB storm sewer	

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Project:	Porter Road	Complete Aug 2019
Owner:	Harris County	$1,700,000
Contact:	Ron Campbell	713-488-8292
	Chief Inspector	Ron.Campbell@eng.hctx.net
Scope:	Storm sewer and paving	
Project:	Barker Cypress at Tuckerton Turn Lanes	Complete Aug 2019
Owner:	HCMUD No. 500	200000
Contact:	Kara Morrison	713-784-4500
	EHRA Engineers	kmorrison@ehrainc.com
Scope:	Two turn lanes and signalization	

Project:	Barwood and Tower Oaks Drainage Improvements	Complete March 2020
Owner:	Harris County	$1,400,000
Contact:	Jennifer Almonte, P.E.	202-805-0216
	HC Engineer	jennifer.almonte@eng.hctx.net
Scope:	Regrading ditches, replacing culverts and driveways, 48" and 72" trunk lines and	
Project:	Cinco SW Ditch Repairs	Complete Nov 2019
Owner:	Cinco SW MUD	$730,000
Contact:	Gary Goessler, P.E.	281-558-8700
	BGE, Inc.	GGoessler@bgeinc.com
Scope:	Regrade ditch and install channel lining with flagstone veneer	
Project:	Walking Trails, Phase I	Complete Feb 2020
Owner:	Harris County MUD No. 180	$900,000
Contact:	Jack Flores, P.E.	713-942-2726
	A&S Engineers	jrf@as-engineers.com
Scope:	Hconcrete and granite hike and bike trails with two pedestrian bridges	
Project:	Greens Bayou Slope Repairs	Complete Nov 2019
Owner:	HCFCD	$400,000.00
Contact:	Dotun Ogundare	713-825-2888
	LSA Engineers	dogundare@lsa-engineers.com
Scope:	Channel repairs to Greens Bayou	
Project:	Memorial MUD Trails	Complete May 2020
Owner:	Memorial MUD	$515,000.00
Contact:	Ralph Saldana, P.E.	713-783-7788
	Costello Engineers	rsaldana@costelloinc.com
Scope:	Concrete hike and bike trails, landscaping, lights and pedestrian bridge	
Project:	Firehouse Road	Complete Oct 2019

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Kingwood, Texas 77339
281-348-0853

Owner:	Montgomery County	$672,000.00
Contact:	John Holzwarth	713-705-5410
	Montgomery Co. Inspector	johnholzwarth@cs.com
Scope:	Concrete and asphalt paving	

Project:	CR 59 Paving and Drainage	Complete April 2020
Owner:	Perry Homes	$409,000.00
Contact:	Everett Deao, P.E.	713-953-5017
	LJA Engineers	edeao@lja.com
Scope:	24"-66" RCP, concrete and asphalt paving	

Project:	CR 193 at Camp Mohawk	Complete Aug 2019
Owner:	Brazoria County	$314,000
Contact:	Bryan Roberts	979-705-1500
	Raba Kistner	broberts@rkci.com
Scope:	3x3 RCB and asphalt paving	

Project:	Harvey Repairs and Slope Stabilization	Complete Nov 2019
Owner:	Brookshire-Katy Drainage District	$3,200,000
Contact:	Charles Kalkomey, P.E.	281-762-6533
	Jones & Carter	CKalkomey@jonescarter.com
Scope:	Ditch regrading and slope stabilization with gabions and erosion mats	

Project:	Holly Street Drainage and Paving	Complete Nov 2019
Owner:	City of Liberty	$896,000
Contact:	Damon Jones	409-659-9582
	Director of Public Works	djones@cityofliberty.org
Scope:	5x4 RCB, sanitary and water lines, concrete and asphalt paving	

Project:	Meandering Bend Bridge	Complete Feb 2020
Owner:	Montgomery County MUD No. 119	$971,000
Contact:	David Doran, P.E.	832-823-2204
	Manhard Engineers	ddoran@manhard.com
Scope:	120 ft two span box beam bridge, 42" RCP, channel lining	

Project:	East River Drainage	Complete May 2020
Owner:	Harris County Improvement District No. 23	$1,271,000
Contact:	Gary Goessler, P.E.	281-558-8700
	BGE, Inc.	GGoessler@bgeinc.com
Scope:	Drainage and Paving	

Project:	Mason Road at 99 Turn Lane	Complete May 2020
Owner:	Fort Bend County	$309,000
Contact:	George Abraham	832-243-1475
	AIG Engineering	george.abraham@aigtechnical.com

Copy

WadeCon, LLC
1525 Lakeville Dr. Suite 115
Kingwood, Texas 77339
281-348-0853

Scope:	Turn lane and signalization	
Project:	Grogans Mill Turn Lane at Research Forest	Complete July 2020
Owner:	Montgomery County	$169,000
Contact:	Jeff Johnson	
	Inspector	Jeff.Johnson@mctx.org
Scope:	Extend drainage and install right turn lane	

Copy

WadeCon, LLC
Fixed Asset Schedule

20' Trailer	Water Truck
Ingersoll-Rand PF840 Asphalt Paver	4,000 FT Barriers
14ft Dump Trailer	2012 Tiger Utility Trailer
Case Excavator CX330	Hyundai R480LC-9 Excavator
Case CX50B	Hyundai 757 TM-7A Wheel Loader
Case Model 621DC Wheel Loader	Caterpillar SS-250 Soil Stabilizer
Bidwell Screed 484	Komatsu PC200LC-7 Excavator
Case DV202 Double Drum Roller	2006 Thor Four Winds 30 Foot Travel Trailer
Caterpillar Excavator 308DCR S/N	Dynapac Model CA 150PD Compactor,
Caterpillar Excavator 3330DL S/N	New Holland 555E 4x4 Loader Backhoe
JD 210LE Loader	36' Trailer 2013 American
Hyster Compactor	TT Technologies 10 Ton Winch,
Stone AVR 4000 Tandem Roller	375 CFM Ingersol Rand Air Compressor
Volvo Water Truck	7" Slot Nosed Reversible Hammer
1000LF 7" X 6" 10' x 3/16" Flip Flop Forms	T618 McElroy Fusing Machine
CAT 12G Motor Grader	750CFM Ingersol Rand Air Compressor
Johne DeereBackhoe/Loader	Case Mini Excavator, CX55B,
CAT D6R XW Dozer	Case Excavator, CX80, w /48" Cleanout
310 Backhoe W/Breaker	Case Crawler Dozers 650L
330 Hyundai Excavator	Hammer for Pipe Bursting
Raygo Gator Mixex	Speed Shore 8' x 8' Trench Boxes

(COPY)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brady, Chapman, Holland & Associates
10055 West Gulf Bank
Houston TX 77040

CONTACT NAME:
PHONE (A/C, No, Ext): 713688-1500 FAX (A/C, No): 713-688-7967
E-MAIL ADDRESS: ecerts@bch-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oaks Fire Ins.Co.(Travelers)	25615
INSURER B : Markel American (Crump Group)	28932
INSURER C : Travelers Lloyds Insurance Company	41262
INSURER D : Texas Mutual Insurance Co	21270
INSURER E :	
INSURER F :	

INSURED
WadeCon LLC
1525 Lakeville Drive, Suite 115
Kingwood TX 77339

COVERAGES **CERTIFICATE NUMBER:** 1414298762 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X 2,500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			DTCO5D802538COF20	8/1/2020	8/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,500
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BA3N00760A202SG	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			MKLM4EUL100672	8/1/2020	8/1/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002037612	8/1/2020	8/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Installation Floater			QT6608073X729TLC20	8/1/2020	8/1/2021	Any One Location Deductible	$2,000,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The policies include Blanket Additional Insured on the General Liability per form CG D6 04 08 13, Automobile per form CA T3 53 02 15, with a Waiver of Subrogation on the General Liability per form CG D3 16 11 11. Automobile per form CA T3 53 02 15, and Workers Compensation per form WC 42 03 04 (B), as required by written contract. This insurance is Primary and Non-Contributory as respects General Liability per form CG T1 00 02 19 as required by written contract. Excess Liability Follows Form as specifically set forth in the terms, conditions or endorsements on the policy per form no. MAUB00010115

CERTIFICATE HOLDER

*For Bid Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jeff Brady

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AMENDMENT NO. 1 TO AMENDED AND RESTATED AGREEMENT BY AND BETWEEN THE CITY OF IOWA COLONY, REINVESTMENT ZONE NUMBER TWO, CITY OF IOWA COLONY, TEXAS, AND THE IOWA COLONY DEVELOPMENT AUTHORITY

THE STATE OF TEXAS §

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BRAZORIA §

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED AGREEMENT (this "Amendment") is made by and between the **CITY OF IOWA COLONY, TEXAS**, a municipal corporation and a home rule city in the State of Texas (the "City"); **REINVESTMENT ZONE NUMBER TWO, CITY OF IOWA COLONY, TEXAS**, a reinvestment zone created by the City pursuant to Chapter 311, Texas Tax Code (the "Zone"); and the **IOWA COLONY DEVELOPMENT AUTHORITY**, a local government corporation created by the City pursuant to Chapter 431, Subchapter D, Texas Transportation Code (the "Authority"). The City, Zone and Authority are sometimes collectively referred to herein as the "Parties."

Copy

RECITALS

WHEREAS, the Parties previously entered into that certain Amended and Restated Agreement by and between the City, the Zone, and the Authority effective August 22, 2016, (the "Agreement") pursuant to which the City agreed to collect Tax Increment (as defined in the Agreement) and pay such Tax Increment to the Authority on the terms and conditions provided therein, which Tax Increment includes (i) 100% of the City's ad valorem tax collections attributable to the Captured Appraised Value (as defined in the Agreement) within the Zone, including, without limitation, City operation and maintenance taxes and debt service taxes, with 30% of such City Tax Increment being repaid by the Authority to the City to help offset City costs of services within the Zone, and (ii) 90% of Sales Tax Increment (as defined in the Agreement) collections within the Zone; and

WHEREAS, subsequent to the date of the Agreement, the Authority entered into that certain Indenture of Trust by and between the Authority and The Bank of New York Mellon Trust Company, N.A. effective December 21, 2018, (the "Indenture") in connection with the Authority's first issuance of bonds, as approved by the City, and has sold a total of four series of bonds under the terms of the Indenture as of the date of this Amendment, all as approved by the City; and

WHEREAS, the Indenture provides that the Parties may not amend the Agreement in any manner that will materially impair the rights of the owners of the Authority's bonds; and

WHEREAS, the Indenture provides that funds held in the Authority's Surplus Fund (as defined in the Indenture) are free of the lien of the Indenture, are not pledged for the payment of the Authority's bonds, and may be used by the Authority for any lawful purpose; and

WHEREAS, Section 311.010(i) of the Texas Tax Code provides that the Parties may contract for the purpose of allocating from the Tax Increments an amount equal to the increment produced by the City and paid to the Authority to pay the incremental costs of providing City services incurred as a result of the creation of or development or redevelopment in the Zone regardless of whether the costs of those services are identified in the Project Plan (as defined in the Agreement) or Financing Plan (as defined in the Agreement); and

WHEREAS, the City intends to sell its Certificates of Obligation, Series 2022, for the purpose of financing the design and construction of a City police station and related improvements and equipment for the purpose of providing police services within the boundaries of the City, including within the Zone (the "Certificates"); and

WHEREAS, the Parties have determined that the need for the police station and additional police services are, in part, a result of the creation of and development and redevelopment within the Zone and that costs related to the police station are properly payable from City Tax Increment without the necessity of an amendment to the Financing Plan or Project Plan; and the Parties further determine that such costs are property payable in addition to the existing 30% payment by the Authority to the City for costs of City services; and

WHEREAS, the Parties desire to enter into this Amendment to provide for the payment by the Authority to the City from the City's Tax Increment collections funds to offset the Zone's approximate pro-rata share of the City's debt service obligations on the Certificates on the terms and conditions provided for herein.

Copy

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, it is agreed as follows:

AGREEMENT

Section 1: Article IV, "Contractual Obligation of the Authority" of the Agreement is hereby amended by adding subsection G to read as follows:

"G. <u>Additional Costs of City Services – Police</u>.

1. Notwithstanding any provision of this Agreement to the contrary, the Zone and the Authority agree that the Authority will pay to the City, solely from City Tax Increment collections paid to the Authority, up to $300,000 per year to offset the Zone's approximate pro-rata share of increased expenditures incurred by the City as a result of the City's Certificates of Obligation, Series 2022, to be issued for the purpose of financing the design and construction of a police station and related improvements, which police station will serve the land within the Zone (the "Certificates"). These payments will be made solely

from amounts held in the Authority's Surplus Fund (as defined in that certain Indenture of Trust by and between the Authority and The Bank of New York Mellon Trust Company, N.A. effective December 21, 2018, (the "Indenture")), provided that the Authority shall first reserve in such Surplus Fund the funds necessary to pay the reasonable operation and administrative expenses of the Authority and the Zone for the ensuing twelve-month period (the "Operating Reserve"). If there are not enough funds for the Authority to pay the full $300,000 each year from amounts held in the Surplus Fund after designating and holding its Operating Reserve, then the $300,000 shall be reduced to the extent necessary for the Authority to maintain its Operating Reserve.

2. Notwithstanding subsection G.1. above, the annual $300,000 payment shall be reduced in the event the City voluntarily lowers its ad valorem tax rate according to the following formula:

   ($0.489209 – City's then-current Adopted Tax Rate [i.e., tax rate adopted by City Council in fall of prior year]) * current certified Appraised Value [i.e., Certified Value as of January 1 of prior year] of real property within the Zone / 100 = Amount of Reduction for such year.

   For example, if the City were to lower its tax rate in 2022 by two cents and the certified appraised value of all taxable property within the Zone as of January 1, 2022, were to be $300,000,000, the reduction would be as follows:

   ($0.489209 – $0.469209) * $300,000,000/100 = $60,000 (amount of reduction), resulting in a payment to the City in the amount of $240,000 for tax year 2022 (to be paid from City Tax Increment received by the Authority in 2023).

   Notwithstanding the foregoing, the $300,000 payment shall not be reduced to the extent the City is required to lower its tax rate due to future legislative requirements.

3. Payments under this subsection G shall commence in calendar year 2023, with the Authority making such annual payment as soon as Authority funds are available for such purpose (anticipated to be April of each year) and shall continue on an annual basis thereafter during the period that any portion of the Certificates, or any certificates issued to refund all or any portion of the Certificates, remain outstanding, or until earlier termination of the Zone.

4. The Parties acknowledge and agree that the payments described in this subsection G constitute costs of providing City services in accordance with Section 311.010(i) of the Texas Tax Code. Such payments are in addition to the 30% payments for City costs of services paid in accordance with Article IV, subsection D above.

Copy

5. The City may deposit funds received pursuant to this subsection G into its general operating fund."

Section 2: All other terms and conditions of the Agreement shall remain in full force and effect.

Section 3: This Amendment is effective as of May 1, 2022.

[Signature page follows.]

Copy

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the Zone, the Authority and the City effective as of the date first above written.

CITY OF IOWA COLONY, TEXAS

_____
Mayor

ATTEST/SEAL:

_____
City Secretary

REINVESTMENT ZONE NUMBER TWO,
CITY OF IOWA COLONY, TEXAS

_____
Chairman, Board of Directors

Copy

ATTEST:

_____
Secretary, Board of Directors

IOWA COLONY
DEVELOPMENT AUTHORITY

_____
Chairman, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

CITY OF IOWA COLONY

REQUEST FOR PROPOSALS: MOWING MAINTENANCE OF RIGHTS-OF-WAYS AND DITCHES

INSTRUCTION TO BIDDERS:

01. INVITATION

a. The Work: Bids are invited on a general contract for mowing maintenance of City Facilities as specified on Exhibit A - Worksheet.

b. The Owner: City of Iowa Colony, 12003 Iowa Colony Blvd., Iowa Colony, Texas 77583.

c. The Bid Form is included as part of the bidding instruments. The Bid Form must be completed and returned according to requirements set forth herein.

d. A nonmandatory pre-bid meeting will be held on April 26th at 11:00 A.M. at Iowa Colony City Hall, 12003 Iowa Colony Blvd., Iowa Colony, Texas 77583.

Copy

02. RECEIPT OF BIDS

a. Sealed bids will be received until 2:00 p.m. Thursday, May 5th 2022, at the Iowa Colony City Hall. Bids received after this time will not be accepted.

b. Bids will be opened publicly and read aloud. All interested parties are invited to attend.

03. BIDDING INSTRUMENTS

a. Bidding instruments include all documents available during the bidding period, including the Instructions to Bidders, Bid Form, Conditions of the Bid, General Notes and Specifications, Drawing and Addenda.

b. Qualified bidders may obtain all necessary sets of bidding documents from the City of Iowa Colony, City Secretary, Iowa Colony City Hall, 12003 Iowa Colony Blvd., Iowa Colony, Texas 77583, or by visiting the City of Iowa Colony website at: www.iowacolonytx.gov.

CITY OF IOWA COLONY

04. BID FORMS

a. Bid Forms must be completed in ink or by typewriter. The bid price of each item on the Form must be stated in words and numerals; in case of conflict, words will take precedence.

b. Bids by Corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and the state of incorporation shall be shown below the signature.

c. Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and official address of the partnership must be shown below the signature.

d. All names must be typed or printed below the signature.

e. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

f. The address to which communications regarding the bid are to be directed must be clearly shown.

g. Bid award will be based on Total Bid Amount and qualifications of bidders.

Copy

05. EXAMINATION

a. Bidders should carefully examine the bidding instruments and the sites to determine the actual conditions under which all work will be done.

b. Adjusting payments will not be authorized for work that could have been foreseen by a careful examination of the existing grounds and facilities.

c. Submission of a bid constitutes acceptance by the bidder of the existing site conditions as a part of the requirements of this work. Any exceptions are noted in the Notes and Specifications for this project.

06. COMPLETION TIME

a. The successful bidder will be required to adhere to the schedule listed in the Attached mowing schedule.

CITY OF IOWA COLONY

07. QUESTIONS

a. Submit questions about bidding instruments to the City of Iowa Colony through the Public Works Foreman, Jeremy Franks at (346) 395-4530 or jfranks@iowacolonytx.gov.

b. In order to provide ample time for responses, the deadline for submitting questions is Thursday, April 28.

c. Necessary replies will be issued to bidders of record as addenda, which become part of the bidding instruments. Oral instructions do not form part of the bidding instructions.

08. SUBMITTAL

a. Submit bid and other required data in an opaque, sealed envelope. If submitted by mail, enclose bid envelope in another envelope addressed for mailing. Plainly, identify the sealed bid envelope with the following information:

Copy

RFP – BID RESPONSE
MOWING MAINTENANCE OF RIGHTS-OF-WAYS AND DITCHES
BIDS DUE: 2:00 P.M. THURSDAY, MAY 5, 2022

b. Submit bid on the bid sheet provided. Fill in all the blanks. Failure to complete all items listed on bid sheet may be cause for rejection.

c. Do not alter the bid sheet with written memoranda or qualifications. Any explanation, alteration, or any other statement proposed by the bidder must be written separately, signed independently, and included in the bid envelope. Bids may not be modified after submittal.

d. Sign in longhand in the appropriate space. Signature must be the name of the person authorized to bind the bidder to a contract. When the bidder is a corporation, the bid must be signed with the legal name of the corporation followed by the name of the state of incorporation and legal signature of a person authorized to bind the corporation to a contract.

09. BID BOND/SECURITY

a. All bids shall be accompanied by a Bid Bond, Cashier's or Certified Check

payable to the City of Iowa Colony, Texas, in the amount of 5% as a guarantee that the bidder will enter into a contract within sixty (60) days following the opening of bids. **Bids without a Cashier's Checks or Bid Bonds will not be considered.**

b. The bid security will be forfeited to the City of Iowa Colony by the bidder as damages for default if the bidder fails to execute contract and deliver service as specified.

c. Bid security from bidders not offered a contract will be promptly returned.

10. INSURANCE AND INDEMNIFICATION

a. The contractor shall save and indemnify the City harmless from and against all losses, claims, demands, payment suits, actions, damages, injuries, liabilities, recoveries and judgments of every nature and description, however same may be causes, resulting directly or indirectly by reason of any act or omission of the Contractor, his agents, or employees, in the execution of the work.

b. In advance of performing any of the work covered by the Contract Documents, the Contractor shall furnish evidence to the City, with respect to his own operations and operations of all subcontractors, that he has secured insurance protection of the following kinds:

Copy

1. Worker's Compensation Insurance, covering employees of the Contractor, or any subcontractor, as required by the statutes of the State of Texas.
2. Regular Contractor's Public Liability Insurance with limits $500,000/$1,000,000 and regular Contractor's Property Damage Insurance with limits $250,000/$500,000 to cover operations of the Contractor.

c. If any of the work is sublet, the above-mentioned insurance protection shall be provided for, in behalf of, or by the Subcontractor.

d. Insurance coverage as called for shall be secured from good and reliable Insurance Companies authorized to do business in the State of Texas and acceptable to the City. All policies shall be written so that the Contractor and the City are both protected against any action which may be instituted against either or both of them and shall carry endorsements to cover the liability of the Contractor to the City with respect to the above stated indemnification provisions.

CITY OF IOWA COLONY

11. PAYMENT

a. On or before the 10th day of each month that work is performed, the successful bidder shall submit an invoice for the work done for each City facility as indicated on the bid sheet.

b. The City shall then pay in accordance with the Prompt Payment Act in the total amount of the monthly statement.

c. The City is exempt from taxation on materials under the Texas Limited Sales, Excise, and Use Tax on any purchase, lease or rental of tangible personal property, and will issue certificates of Exemption from the Texas State Sales Tax on materials furnished by the Contractor on City projects. Therefore, all Bidders are instructed not to include Texas State Sales Tax in their bids.

12. WITHDRAWAL

a. Bids may be withdrawn any time before bid openings but may not be resubmitted.

b. Bids may not be withdrawn or modified after bid opening time unless the award of the proposal has been delayed more than sixty (60) days.

Copy

13. QUALIFICATIONS OF BIDDERS

a. The City may make investigations deemed necessary to determine the bidder's ability to perform the work.

b. Bidder shall provide at least two (2) references on reference sheet provided.

c. The City reserves the right to reject any bid if evidence submitted by or investigation of the bidder indicates that the bidder is not properly qualified in the opinion of the City to complete the work satisfactorily.

14. EVALUATION OF BIDS

a. The City of Iowa Colony is not obligated to accept the lowest bid or any bid. The City reserves the right to reject any or all bids and to waive any informality in bids or on bidding. The City may accept any bid deemed advantageous. The contract award may include full consideration of unit prices, alternatives, and completion time.

b. The city will evaluate and rank bids on the Following criteria:

CITY OF IOWA COLONY

I.	Total annual cost	60%
II.	References	20%
III.	Work experience	20%

c. Upon acceptance by the City of Iowa Colony, the Bid Form shall become the legal contract for the project.

Copy

CITY OF IOWA COLONY

BID FORM OF AGREEMENT

TO: City Manager, City of Iowa Colony
Mowing Maintenance of Rights-of-Ways and Ditches

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Notice to Bidders, the Instruction to Bidders, this Bid Form of Agreement, the General Notes and Specifications, and the Plans therein referred to, and has carefully examined the location, conditions and classes of materials of the proposed work; and agrees that he will provide all necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed therein and according to the requirements of the City as therein set forth.

Copy

It is understood that a General Liability insurance policy with the City of Iowa Colony named as **Additional Insured** will be provided.

It is understood that the following quantities of work are to be done at unit prices, and are intended principally to serve as a guide in evaluating bids. It is further understood that all items of work for which there are no specific pay items are included in the bid items shown on this Bid Form.

It is further agreed that the amount of work to be done at unit prices and materials to be furnished may be considered necessary, in the opinion of the City, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at the unit prices set forth below except as may be provided for elsewhere in these documents.

It is understood and agreed that the work is to begin on or about May 30, 2022.

The purpose of this project is to provide mowing maintenance for City facilities, Rights-of-Ways and Ditches within the City Limits of Iowa Colony.

CITY OF IOWA COLONY

Accompanying this bid is a Certified or Cashier's Check or Bidder's Bond in an amount of **5%** of the total bid. The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal, the bidder shall fail to execute a contract in which case, the bid security shall become the property of the City, and shall be considered as payment for damages due to delay and other inconveniences suffered by the City on account of such failure of the bidder. It is further agreed that should the City bring suit in court to enforce any terms of the bid, it is agreed that the bidder or his surety shall pay to the City its cost and reasonable attorney's fees. It is understood that the City reserves the right to reject any and all bids.

The term of this agreement shall become effective May 30, 2022, and remain in effect until April 30, 2024, at which time the agreement may be extended in successive one-year increments upon the written agreement of both parties.

The agreement may be terminated by either party on 90 days advance written notice to the other party by certified mail.

Copy

ACCEPTED:
(Signature Page follows)

CITY OF IOWA COLONY

OWNER:

City of Iowa Colony

By _____
Robert Hemminger
(City Manager)

Attest:

_____
Kayleen Rosser, City Secretary

Date_____

CONTRACTOR:

Reliant Sand And Construction, Inc.

Name Brent Greak
(Print or type)

By _____

Attest:

_____
Seal, if Bidder is Corp

Date 05/025/2022

Copy

Owner:
Address for giving notices

City of Iowa Colony

12003 Iowa Colony, Blvd.

Iowa Colony, Texas 77583

Address for giving notices

Reliant Sand And Construction, Inc.

3506 Dorsey Ln.

Pearland TX 77584

CITY OF IOWA COLONY

SPECFICATIONS
SCOPE OF WORK

CITY MOWING SERVICES – Rights-of-Ways and Ditches (Citywide)

A. City Wide

1. ROW Mowing shall be completed 8 times a year, in the months of April, May, June, July, August, September, October and November. Mowing shall be completed within the first 8 days of each prescribed month.
2. Mowing shall consist of ditches and all applicable rights-of-way within the city limits. (Some mowing requires a boom mower.)
3. The contractor shall mow up to all fence lines. Line trimming at the fences is **not** included.
4. Strip edging shall be performed at each mowing around all beds, trees, sign posts and irrigation heads.
5. Roadside trash shall be picked up.
6. Spray all culverts with herbicides two times a year (to be approved by the city). The City reserves the rights to adjust herbicide spraying.
7. The City reserves the right to adjust the mowing frequencies per month, per location due to weather.

Copy

EXHIBITS:

Bid Sheet
References
City Limits Map

CITY OF IOWA COLONY

BID SHEET

Mowing Maintenance of Rights-of-Ways and Ditches (City Wide)

The undersigned bidder, agrees to provide the labor, material and equipment in strict accordance with the specifications listed within the Bid Tab for the consideration of the amount set forth in the following price schedule:

Base Bid

Item No.	Locations	Cost per Cutting	Annual Cost (8 cuts per year)
1	City roadside ditches and ROWs (City Wide),	$5,000.00	$40,000.00
2	Herbicide spraying	$2,000.00	$4,000.00 Twice
3	Roadside trash pick up	$3,750.00	$30,000.00
	Annual Total		$ 78,000.00

Copy

Total Base Bid (Annual) $ $78,000.00

Seveny Eight Thousand Dollars

Written Amount of Annual Base Bid

Firm Name: Reliant Sand And Construction, inc.

Address: 3506 Dorsey Ln.
Pearland TX 77584

Telephone: 281-431-2423

Name: Brent Greak

Title: President

Signature:

CITY OF IOWA COLONY

References

Include at least two (2) clients to whom the Proposer has provided similar services within the past five years. The following information is required for each reference. Please **use additional sheets** for additional references, which may **further demonstrate company ability and experience.** (Up to 6 references total may be submitted.)

Name of Client: TXDOT Brazoria County

Address: 18671 FM 523 Angleton TX 77515

Contact Person: Tammy

Title: Inspector

Telephone Number: 979-864-8551

Email Address:

Date(s) of Service: Current

Brief Description of Service(s): Mowing Highway ROW

Contract Value: $700,000.00

Copy

Name of Client: City of Rosenberg

Address: 2110 4th Street Rosenberg Texas 77471

Contact Person: John Maresh

Title: City Manager

Telephone Number:

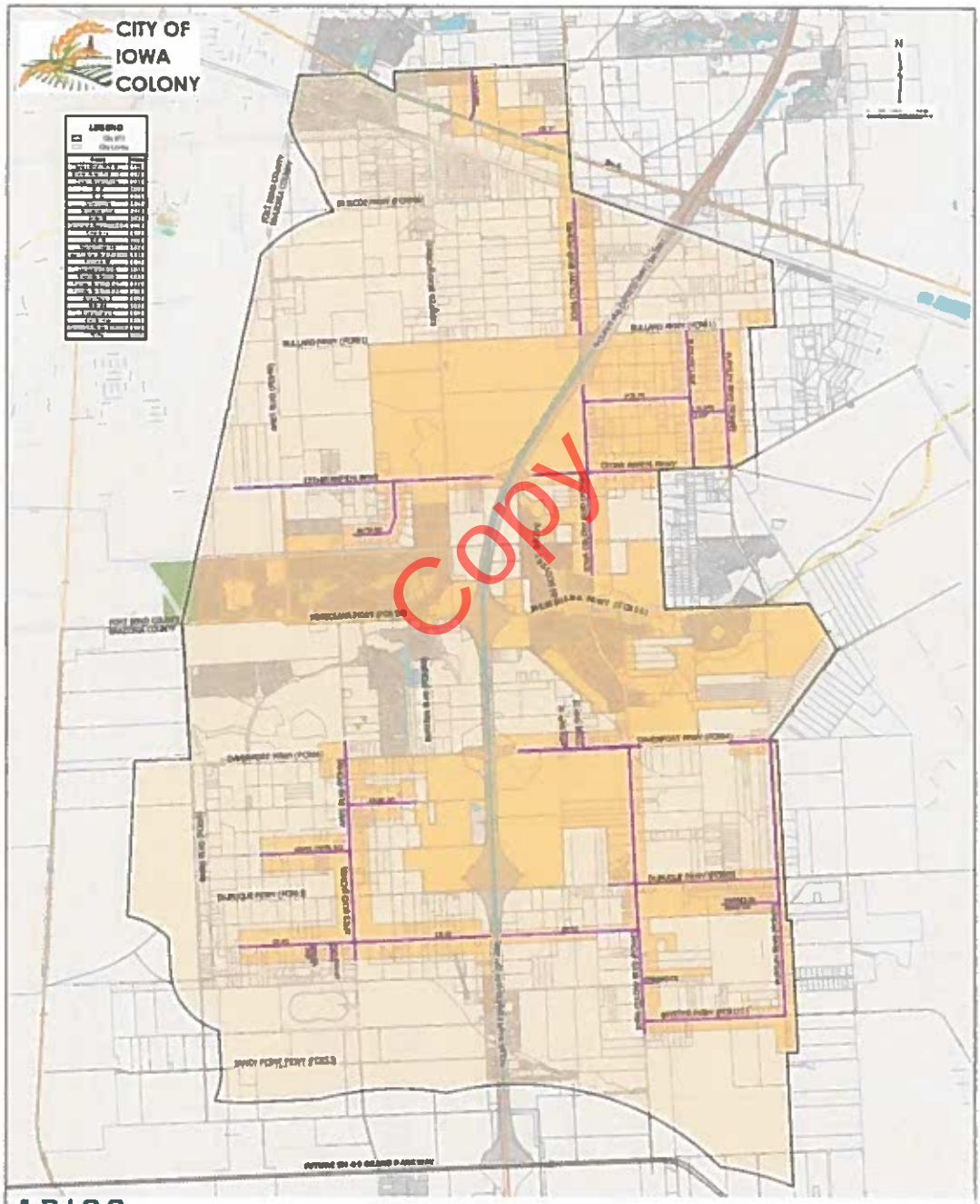
Email Address: jmaresh@rosenbergtx.gov

Date(s) of Service: Current

Brief Description of Service(s): Roadside Mowing and Weed Eating

Contract Value: $186,000.00

CITY OF
IOWA
COLONY



ADICO

CITY OF IOWA COLONY, TEXAS
2022 RIGHT-OF-WAY MOWING

Copy

BID NO. 2022-01 CITY OF IOWA COLONY RIGHTS-OF-WAYS AND DITCHES MOWING
Tuesday, April 5, 2022
BID SUMMARY

	COMPANY	CONTACT	ADDRESS	PHONE	BID	COMMENTS
1	4 J' Services	Jack LeBato	PO Box 646, Rosharon, TX 77583	713-875-2101	$ 146,112.00	Cashier's check for 5% received.
2	Reliant Sand and Construction, Inc.	Russell Brent Greak	100 Jones Rd., Angleton, TX 77515	281-381-7501	$ 74,000.00	5% Bid Bond received.

Copy

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT

DATED MAY 17, 2022

Ratings: Moody's: "A1"
See ("OTHER INFORMATION - RATING" herein)

NEW ISSUE - BOOK-ENTRY-ONLY

IN THE OPINION OF THE MULLER LAW GROUP, PLLC, BOND COUNSEL, BASED UPON AN ANALYSIS OF EXISTING LAWS, REGULATIONS, RULINGS AND COURT DECISIONS, AND ASSUMING, AMONG OTHER MATTERS, THE ACCURACY OF CERTAIN REPRESENTATIONS AND COMPLIANCE WITH CERTAIN COVENANTS, INTEREST ON THE CERTIFICATES IS EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES UNDER SECTION 103 OF THE INTERNAL REVENUE CODE OF 1986. IN THE FURTHER OPINION OF BOND COUNSEL, INTEREST ON THE CERTIFICATES IS NOT A SPECIFIC PREFERENCE ITEM FOR PURPOSES OF THE FEDERAL ALTERNATIVE MINIMUM TAX. BOND COUNSEL EXPRESSES NO OPINION REGARDING ANY OTHER TAX CONSEQUENCES RELATED TO THE OWNERSHIP OR DISPOSITION OF, OR THE AMOUNT, ACCRUAL OR RECEIPT OF INTEREST ON, THE CERTIFICATES. SEE "TAX MATTERS" HEREIN.

THE CERTIFICATES **WILL NOT BE** DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS.

$13,670,000*
CITY OF IOWA COLONY, TEXAS
(A political subdivision located within Brazoria County)
CERTIFICATES OF OBLIGATION, SERIES 2022

Dated Date: June 1, 2022 **Due: April 1, as shown on page 2**
Interest Accrual Date: Date of Delivery

PAYMENT TERMS . . . Interest on the $13,670,000* City of Iowa Colony, Texas, Certificates of Obligation, Series 2022 (the "Certificates") will accrue from the date of initial delivery (the "Delivery Date") to the underwriter identified below (the "Underwriter"), and will be payable April 1 and October 1 of each year commencing October 1, 2022, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The definitive Certificates will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC"), pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in denominations of $5,000 or integral multiples thereof. No physical delivery of the Certificates will be made to the owners thereof. Principal of, premium, if any, and interest on the Certificates will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates. See "THE CERTIFICATES - BOOK-ENTRY-ONLY SYSTEM" herein. The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (see "THE CERTIFICATES - PAYING AGENT/REGISTRAR").

Copy

AUTHORITY FOR ISSUANCE . . . The Certificates are issued pursuant to the Constitution and general laws of the State of Texas (the "State"), including particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended (the "Act"), and an ordinance of the City of Iowa Colony, Texas (the "City") authorizing the issuance of the Certificates (the "Ordinance"). The Certificates constitute direct obligations of the City, payable from an annual ad valorem tax levied, within the limits prescribed by law, on all taxable property within the City, and from a limited pledge of net revenues of the City's park system in an amount not to exceed $500, as provided in the Ordinance (see "THE CERTIFICATES – AUTHORITY FOR ISSUANCE").

PURPOSE . . . Proceeds from the sale of the Certificates will be used for (i) all or any part of the acquisition, construction, installation and equipment of a police station and additional City office space physically connected thereto; (ii) the costs of professional services related thereto; and (iii) the costs of issuance of the Certificates.

SEE MATURITY SCHEDULE ON PAGE 2

OPTIONAL REDEMPTION . . . The City reserves the right, at its option, to redeem Certificates having stated maturities on and after April 1, 2032, in whole or from time to time in part, in principal amounts of $5,000 or any integral multiple thereof, on April 1, 2031, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. (See "THE CERTIFICATES – OPTIONAL REDEMPTION").

MANDATORY SINKING FUND REDEMPTION. . . In addition to the foregoing optional redemption provision, if principal amounts designated in the serial maturity schedule on page 2 hereof are combined to create term certificates (the "Term Certificates"), each such Term Certificate shall be subject to mandatory sinking fund redemption commencing on April 1 of the first year that has been combined to form such Term Certificate and continuing on April 1 in each year thereafter until the stated maturity date of that Term Certificate, and the amount required to be redeemed in any year shall be equal to the principal amount for such year set forth in the serial maturity schedule on page 2 hereof (see "THE CERTIFICATES – MANDATORY SINKING FUND REDEMPTION").

LEGALITY . . . The Certificates are offered for delivery when, as and if issued and received by the Underwriter and subject to the approving opinions of the Attorney General of Texas, The Muller Law Group, PLLC, Sugar Land, Texas, Bond Counsel (see APPENDIX C - FORM OF BOND COUNSEL'S OPINION"). Certain legal matters will be passed on for the City by Norton Rose Fulbright US LLP as Special Disclosure Counsel to the City. Certain legal matters will be passed on for the underwriter by Haynes and Boone, LLP.

DELIVERY . . . It is expected that the Certificates will be available for delivery through The Depository Trust Company on or about June 14, 2022.

BAIRD

*Preliminary, subject to change.

$13,670,000*
CITY OF IOWA COLONY, TEXAS
(A political subdivision located within Brazoria County)

CERTIFICATES OF OBLIGATION
SERIES 2022

MATURITY SCHEDULE*

Due April 1	Principal Amount	Interest Rate	Initial Reoffering Yield[2]	CUSIP Number[3]
2023	$ 385,000	%	%	
2024	310,000			
2025	320,000			
2026	335,000			
2027	350,000			
2028	365,000			
2029	375,000			
2030	390,000			
2031	405,000			
2032	425,000	[1]		
2033	440,000	[1]		
2034	455,000	[1]		
2035	475,000	[1]		
2036	590,000	[1]		
2037	610,000	[1]		
2038	630,000	[1]		
2039	655,000	[1]		
2040	675,000	[1]		
2041	700,000	[1]		
2042	725,000	[1]		
2043	755,000	[1]		
2044	780,000	[1]		
2045	810,000	[1]		
2046	840,000	[1]		
2047	870,000	[1]		

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(1) The City reserves the right, at its option, to redeem Certificates having stated maturities on and after April 1, 2032*, in whole or from time to time in part, in principal amounts of $5,000 or any integral multiple thereof, on April 1, 2031*, or any date thereafter, at the par value thereof plus accrued interest from the most recent interest payment date to the date of redemption. See "THE CERTIFICATES – OPTIONAL REDEMPTION." Additionally, principal amounts for two or more consecutive maturities designated in the above schedule may be combined to create one or more term Certificate (the "Term Certificates"), with each such Term Certificate being subject to mandatory sinking fund redemption. See "THE CERTIFICATES – MANDATORY SINKING FUND REDEMPTION."

(2) The initial reoffering prices or yields on the Certificates are furnished by the Underwriter and represent the initial offering prices or yields to the public, which may be changed by the Underwriter at any time.

(3) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the City, the Financial Advisor, nor Bond Counsel shall be responsible for the selection or correctness of CUSIP numbers shown herein.

* Preliminary, subject to change.

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission (the "Rule"), this document, as the same may be supplemented or corrected by the City from time to time, may be treated as an Official Statement with respect to the Certificates described herein "deemed final" by the City as of the date hereof (or of any such supplement or correction) except for the omission of no more than the information provided by subsection (b)(1) of the Rule.

This Official Statement, which includes the cover page and the Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy in any jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale.

No dealer, broker, salesperson or other person has been authorized to give information or to make any representation other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon.

The information set forth herein has been obtained from the City and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the Financial Advisor. This Official Statement contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized.

The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or other matters described herein.

None of the City, the Financial Advisor, the Underwriter, or Bond Counsel make any representation or warranty with respect to the information contained in the Official Statement regarding the Depository Trust Company ("DTC") or its Book-Entry-Only System as described under "THE CERTIFICATES - BOOK-ENTRY-ONLY SYSTEM" as such information has been provided by DTC.

All the summaries of the statutes, ordinances, contracts, audited financial statements, engineering and other related reports set forth in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from the City.

The agreements of the City and others related to the Certificates are contained solely in the contracts described herein. Neither this Official Statement nor any other statement made in connection with the offer or sale of the Certificates is to be construed as an agreement with the Underwriter of the Certificates. INVESTORS SHOULD READ THE ENTIRE OFFICIAL STATEMENT, INCLUDING ALL APPENDICES ATTACHED HERETO, TO OBTAIN INFORMATION ESSENTIAL TO MAKING AN INFORMED INVESTMENT DECISION.

THIS OFFICIAL STATEMENT CONTAINS "FORWARD-LOOKING" STATEMENTS. SUCH STATEMENTS MAY INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE THE ACTUAL RESULTS, PERFORMANCE AND ACHIEVEMENTS TO BE DIFFERENT FROM THE FUTURE RESULTS, PERFORMANCE AND ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED THAT THE ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE SET FORTH IN THE FORWARD-LOOKING STATEMENTS.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for any purpose.

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The cover page hereof, inside cover page, this page, the appendices included herein and any addenda or amendment hereto, are part of the Official Statement.

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OFFICIAL STATEMENT SUMMARY

This summary is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement. The offering of the Certificates to potential investors is made only by means of this entire Official Statement. No person is authorized to detach this summary from this Official Statement or to otherwise use it without the entire Official Statement.

THE CITY.....The City of Iowa Colony, Texas (the "City"), is a political subdivision and municipal corporation of the State of Texas (the "State") located in Brazoria County, Texas. The City covers approximately 11 square miles (see "INTRODUCTION – DESCRIPTION OF THE CITY").

THE CERTIFICATES .....The Certificates are issued as $13,670,000* Certificates of Obligation, Series 2022. The Certificates are issued as serial Certificates maturing April 1, 2023 through and including April 1, 2047, unless the Underwriter designates one or more maturities as Term Certificates (as defined herein) (see "THE CERTIFICATES – DESCRIPTION OF THE CERTIFICATES").

PAYMENT OF INTEREST .....Interest on the Certificates accrues from the date of delivery and is payable October 1, 2022, and each April 1 and October 1 thereafter until maturity or prior redemption. See "THE CERTIFICATES - DESCRIPTION OF THE CERTIFICATES" and "THE CERTIFICATES - OPTIONAL REDEMPTION."

AUTHORITY FOR ISSUANCE.....The Certificates are issued pursuant to the general laws of the State, including particularly Subchapter C of Chapter 271, Texas Local Government Code and an ordinance passed by the City Council of the City on May 16, 2022. See "THE CERTIFICATES - AUTHORITY FOR ISSUANCE."

SECURITY FOR THE CERTIFICATES .....The Certificates constitute direct obligations of the City, payable from the levy and collection of an annual ad valorem tax, within the limits prescribed by law, on all taxable property within the City and a limited pledge of the net revenues of the City's park system in an amount not to exceed $500 (see "THE CERTIFICATES - SECURITY AND SOURCE OF PAYMENT").

OPTIONAL REDEMPTION.....The City reserves the right, at its option, to redeem Certificates having stated maturities on and after April 1, 2032*, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof, on April 1, 2031*, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see "THE CERTIFICATES—OPTIONAL REDEMPTION"). Additionally, the Certificates may be subject to mandatory redemption in the event the Underwriter elects to aggregate one or more maturities as a Term Certificate. See "THE CERTIFICATES – MANDATORY SINKING FUND REDEMPTION."

QUALIFIED TAX-EXEMPT OBLIGATIONS .....The City will not designate the Certificates as "Qualified Tax-Exempt Obligations" for financial institutions.

TAX EXEMPTION .....In the opinion of The Muller Law Group, PLLC, Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Certificates is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. In the further opinion of Bond Counsel, interest on the Certificates is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Certificates. See "TAX MATTERS" herein.

USE OF PROCEEDS .....Proceeds from the sale of the Certificates will be used for (i) all or any part of the acquisition, construction, installation and equipment of a police station and additional City office space physically connected thereto; (ii) the costs of professional services related thereto; and (iii) the costs of issuance of the Certificates.

RATINGS.....The Certificates are rated "A1" by Moody's Investors Service, Inc. ("Moody's") without regard to credit enhancement. See "OTHER INFORMATION – RATING."

BOOK-ENTRY-ONLY SYSTEM .....The definitive Certificates will be initially registered and delivered only to Cede & Co., the nominee of DTC pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in denominations of $5,000 or integral multiples thereof. No physical delivery of the Certificates will be made to the beneficial owners thereof. Principal of, premium, if any, and interest on the Certificates will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates. See "THE CERTIFICATES - BOOK-ENTRY-ONLY SYSTEM."

* Preliminary, subject to change.

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PAYMENT RECORD .....The City has never defaulted in payment of its general obligation tax debt.

SELECTED FINANCIAL INFORMATION

Fiscal Year Ended 9/30	Estimated City Population[1]	Taxable Assessed Valuation	Taxable Assessed Valuation Available for Payment of Debt Service[2]	General Obligation Tax Debt	Fiscal Year Debt Service Tax Rate[4]	% Total Collections
2018	2,000	$ 134,904,562	$ 88,115,835	$ -	$ -	99.09%
2019	5,000	185,776,525	94,725,584	-	-	99.75%
2020	8,154	267,289,759	109,572,744	1,255,000	0.000000	101.23%
2021	8,800	653,338,212	427,378,632	1,100,000	0.019900	100.44%
2022	9,500	773,368,370	465,710,665	14,770,000 [3]	0.018457	98.03%

(1) Source: The City.

(2) The City created Tax Increment Reinvestment Zone No. 2 (the "Zone") and adopted a Project Plan and Financing Plan for the Zone, which provides that the City will pay Iowa Colony Redevelopment Authority, a local government corporation acting on behalf of the City (the "Authority") 100% of the Tax Increments from the Zone to finance infrastructure being built in the Zone. See "TAX INFORMATION – THE CITY'S TAX INCREMENT REINVESTMENT ZONE." Because the Tax Increments collected on the taxable value of property within the Zone are not available to pay debt service on the City's debt, the debt service tax rate that is required to pay the annual debt service on the City's general obligation debt is calculated based on the City's taxable value after deducting the taxable value in the Zone.

(3) Preliminary, subject to change. Includes the Certificates.

(4) The City expects the fiscal year 2023 debt service tax rate to increase significantly. See "SELECTED ISSUER INFORMATION – TABLE 7 – TAX ADEQUACY."

(5) As of April 30, 2022.

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GENERAL FUND CONSOLIDATED STATEMENT SUMMARY

	For Fiscal Year Ended September 30,				
	2021	2020	2019	2018	2017
Beginning Balance	$ 3,203,900	$ 2,372,685	$ 1,907,671	$ 1,666,264	$ 1,075,693
Total Revenue	5,906,630	4,768,142	3,791,624	2,918,931	2,401,114
Total Expenditures	4,984,965	5,514,283	3,326,610	2,677,524	1,810,543
Other Financing Sources (Uses)	-	1,577,356	-	-	-
Ending Balance	$ 4,125,565	$ 3,203,900	$ 2,372,685	$ 1,907,671	$ 1,666,264

CITY OFFICIALS, STAFF AND CONSULTANTS

ELECTED OFFICIALS

City Council	Title	Length of Service	Term Expires May
Michael Byrum-Bratsen	Mayor	6 years*	2023
McLean Barnett	Council Member	<1 year	2024
Arnetta Hicks-Murray	Council Member	3 years	2024
Marquette Greene-Young	Council Member	1 year	2024
Wil Kennedy	Council Member	1 year	2023
Chad Wilsey	Council Member/Mayor Pro-Tem	5 years	2023

* Previously served 3 years as a Council Member and an additional 3 years as Mayor.

SELECTED ADMINISTRATIVE STAFF

Name	Title	Service to City	Total Governmental Service
Robert Hemminger	City Manager	<1 year	30 years
Sandra Castro	Senior Accountant	2 years	7 years
Kayleen Rosser	City Secretary	5 years	5 years
Larry Boyd	City Attorney	24 years	40 years

CONSULTANTS AND ADVISORS

Auditor.....Whitley Penn LLP

Bond Counsel .....The Muller Law Group, PLLC
Sugar Land, Texas

Financial Advisor ..... Masterson Advisors LLC
Houston, Texas

Disclosure Counsel ..... Norton Rose Fulbright US LLP
Houston, Texas

For additional information regarding the City, please contact either:

Robert Hemminger
City of Iowa Colony
12003 Iowa Colony Blvd.
Iowa Colony, Texas 77583
(281) 369-2471 Phone
(281) 369-0005 Fax

Drew Masterson
Masterson Advisors LLC
3 Greenway Plaza, Suite 1100
Houston, Texas 77046
(713) 814-0555 Phone
(713) 814-0581 Fax

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PRELIMINARY OFFICIAL STATEMENT

RELATING TO

$13,670,000*
CITY OF IOWA COLONY, TEXAS
CERTIFICATES OF OBLIGATION
SERIES 2022

INTRODUCTION

This Official Statement, which includes the cover page, and Appendices hereto, provides certain information regarding the issuance of the $13,670,000* City of Iowa Colony, Texas Certificates of Obligation, Series 2022 (the "Certificates"). Capitalized terms used in this Official Statement, except as otherwise indicated herein, have the same meanings assigned to such terms in the ordinance authorizing the issuance of the Certificates (the "Ordinance"), adopted on May 16, 2022 by the City Council of the City of Iowa Colony, Texas (the "City").

There follows in this Official Statement descriptions of the Certificates and certain information regarding the City and its finances. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from the City's Financial Advisor, Masterson Advisors LLC, Houston, Texas, by electronic mail or upon payment of reasonable handling, mailing, and delivery charges.

DESCRIPTION OF THE CITY

The City is a political subdivision incorporated in 1972 under the laws of the State of Texas (the "State"). In 2005, a resolution was passed to convert the City from a type B general law city to a type A, general law city, and in 2020 the City's population exceeded 5,000 resulting in the City's transition to a Home Rule Municipality by adoption of its City Charter in November of that year after approval by the qualified voters of the City at its November 3, 2020, election. The City's Charter also transitioned the City to the Council-Manager form of government in which the City is governed by an elected Mayor and six-member City Council. The term of office for councilmembers is two years with the terms of the Mayor and three of the Councilmembers' terms expiring in odd-numbered years and the terms of the other three Councilmembers expiring in even-numbered years. The City Manager is the chief administrative and executive officer for the City and manages all day-to-day operations. The 2010 Census population for the City was 1,170 and the 2020 Census estimate was 8,154. The City covers approximately 11 square miles.

Copy

THE CERTIFICATES

DESCRIPTION OF THE CERTIFICATES

The Certificates are dated June 1, 2022, and mature on April 1 in each of the years and in the amounts shown on page 2 hereof. Interest will be computed on the basis of a 360-day year of twelve 30-day months, and will be payable on April 1 and October 1 of each year, commencing October 1, 2022. The definitive Certificates will be issued only in fully-registered form in any integral multiple of $5,000 for any one maturity and will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC") pursuant to the Book-Entry-Only System described herein. **No physical delivery of the Certificates will be made to the owners thereof.** Principal of, premium, if any, and interest on the Certificates will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates. See "BOOK-ENTRY-ONLY SYSTEM" herein.

AUTHORITY FOR ISSUANCE

The Certificates are issued pursuant to the Constitution and general laws of the State including particularly Subchapter C of Chapter 271, Texas Local Government Code, as amended, and as provided in the Ordinance.

SECURITY AND SOURCE OF PAYMENT

All taxable property within the City is subject to an annual ad valorem tax levied, within the limits prescribed by law, sufficient to provide for the payment of principal of and interest on the Certificates. The Certificates also are payable from and secured by a limited pledge of the net revenues of the City's park system in an amount not to exceed $500. See "TAX INFORMATION – DEBT TAX RATE LIMITATION."

* Preliminary, subject to change.

USE OF PROCEEDS

Proceeds from the sale of the Certificates will be used for the purpose of paying all or any part of the costs associated with (i) the acquisition, construction, installation and equipment of a police station and additional City office space physically connected thereto, (ii) the costs of professional services related thereto, and (iii) the costs of issuance of the Certificates.

Par Amount of the Bonds	
Net Premium	
Total Sources of Funds	
Deposit to Project Fund	
Costs of Issuance[1]	
Underwriter's Discount	
Total Uses of Funds	

(1) Includes professional costs, rating agency fees, fees of the Paying Agent/Registrar, rounding amount and other costs of issuance.

OPTIONAL REDEMPTION

The City reserves the right, at its option, to redeem Certificates having stated maturities on and after April 1, 2032*, in whole or from time to time in part, in principal amounts of $5,000 or any integral multiple thereof, on April 1, 2031*, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities (or mandatory sinking fund payments with respect to Term Certificates) to be redeemed and shall direct the Paying Agent to call by lot or other custom method that results in random selection the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption. If a Certificate (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

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MANDATORY SINKING FUND REDEMPTION

The Certificates maturing in _____ (the "Term Certificates"), shall be subject to mandatory sinking fund redemption, in whole or in part (at a redemption price equal to the principal amount thereof and any accrued interest thereon to the date set for redemption), on April 1 in each of the years and in the amounts set forth below:

Term Certificates
Maturing April 1, 20__

Mandatory Redemption Dates	Mandatory Sinking Fund Payment
April 1, 20__	$
April 1, 20__	$
April 1, 20__ (Stated Maturity)	$

The particular Term Certificates to be mandatorily redeemed shall be selected by lot or other customary random selection method by the Paying Agent/Registrar.

The principal amount of the Term Certificates to be mandatorily redeemed on such mandatory redemption date shall be reduced at the option of the City by the principal amount of such Term Certificate which, by the 45th day prior to such mandatory redemption date, (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

* Preliminary, subject to change.

NOTICE OF REDEMPTION

The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the registration books at the close of business on the Business Day next preceding the date of mailing such notice. The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed. ANY NOTICE SO MAILED SHALL BE CONCLUSIVELY PRESUMED TO HAVE BEEN DULY GIVEN, WHETHER OR NOT THE OWNER RECEIVES SUCH NOTICE. NOTICE HAVING BEEN SO GIVEN, THE CERTIFICATES CALLED FOR REDEMPTION SHALL BECOME DUE AND PAYABLE ON THE SPECIFIED REDEMPTION DATE, AND NOTWITHSTANDING THAT ANY CERTIFICATE OR PORTION THEREOF HAS NOT BEEN SURRENDERED FOR PAYMENT, INTEREST ON SUCH CERTIFICATE OR PORTION THEREOF SHALL CEASE TO ACCRUE.

The City reserves the right to give notice of its election or direction to redeem Certificates under "OPTIONAL REDEMPTION" herein conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding.

DEFEASANCE

The City may defease any or all of the Certificates pursuant to the provisions of the Ordinance and discharge its obligations to the Owners in any manner now or hereafter permitted by law.

Under current Texas law, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State of Texas, with the Paying Agent/Registrar or with any other escrow agent so authorized by law either (i) cash in an amount equal to the principal of and redemption premium, if any, of the Certificates plus interest thereon to the date of maturity or redemption or (ii) pursuant to an escrow or trust agreement, cash and (x) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (y) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (z) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and which mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Certificates.

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BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Certificates is to be transferred and how the principal of, premium, if any, and interest on the Certificates are to be paid to and credited by DTC while the Certificates are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The City, the Financial Advisor, and the Underwriter believe the source of such information to be reliable, but none of the City, the Financial Advisor nor the Underwriter take any responsibility for the accuracy or completeness thereof.

The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Certificates, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Certificates), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the United States Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Certificates. The Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security will be issued for each maturity of the Certificates in the aggregate principal of such maturity and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies,

clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the United States Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmation providing details of the transaction, as well as periodic statements of their holdings from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee, do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Beneficial Owners of Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Certificates, such as redemptions, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

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Redemption notices shall be sent to DTC. If less than all of the Certificates within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest, and redemption payments on the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Principal, interest and redemption payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Certificates at any time by giving reasonable notice to the City or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Certificates are required to be printed and delivered.

Use of Certain Terms in Other Sections of this Official Statement…In reading this Official Statement it should be understood that while the Certificates are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Certificates, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System and (ii) except as described above, notices that are to be given to registered owners under the Ordinance will be given only to DTC.

EFFECT OF TERMINATION OF BOOK-ENTRY-ONLY SYSTEM…In the event that the Book-Entry-Only System is discontinued by DTC or the use of the Book-Entry-Only System is discontinued by the City, printed bonds will be issued to the holders and the Certificates will be subject to transfer, exchange, and registration provisions as set forth in the Ordinance and summarized under "THE CERTIFICATES -TRANSFERS AND EXCHANGE" below.

PAYING AGENT/REGISTRAR

The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas. In the Ordinance, the City retains the right to replace the Paying Agent/Registrar. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are duly paid and any successor Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Certificates. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each registered owner of the Certificates by United States mail, first class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

OWNERSHIP

The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificates for the purposes of making payment of the principal thereof and the interest thereon and for all other purposes, whether or not such Certificate is overdue. Neither the City nor the Paying Agent/Registrar will be bound by any notice or knowledge to the contrary. All payments made to the registered owner of such Certificate in accordance with the Ordinance will be valid and effectual and will discharge the liability of the City and the Paying Agent/Registrar for such Certificate to the extent of the sums paid.

TRANSFERS AND EXCHANGES

In the event the Book-Entry-Only System should be discontinued, the Certificates may be transferred and exchanged on the registration books of the Paying Agent/Registrar only upon presentation and surrender to the Paying Agent/Registrar and such transfer or exchange shall be without expense or service charge to the registered owners, except for any tax or other governmental charges required to be paid with respect to such registration, exchange and transfer. Certificates may be assigned by the execution of an assignment form on the respective Certificates or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. New Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificates being transferred or exchanged, at the designated office or the Paying Agent/Registrar, or sent by United States mail, first class, postage prepaid, to the new registered owner or his designee.

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The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register. The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Certificate or Certificates of the same maturity and interest rate and in any Authorized Denominations, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is authorized to authenticate and deliver Certificates transferred or exchanged in accordance with the Ordinance.

A new Certificate or Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificate being transferred or exchanged, at the Designated Payment/Transfer office, or sent by United States mail, first class, postage prepaid, to the Owner or his or her designee. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of the Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Certificate called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

REPLACEMENT CERTIFICATES

If any Certificate is mutilated, destroyed, stolen or lost, a new Certificate in the same principal amount as the Certificate so mutilated, destroyed, stolen or lost will be issued. In the case of a mutilated Certificate, such new Certificate will be delivered only upon presentation and surrender of such mutilated Certificate to the Paying Agent/Registrar. The City or the Paying Agent/Registrar may require the owner to pay all expenses and charges in connection therewith. In the case of any Certificate issued in lieu of and in substitution for a Certificate that has been destroyed, stolen or lost, such new Certificate will be delivered only once the owner (a) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate, (b) furnishes security or indemnity as may be required by the Paying Agent/Registrar and the City, (c) pays all expenses and charges in connection therewith and (d) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

RECORD DATE FOR INTEREST PAYMENT

The record date ("Record Date") for the interest payable on the Certificates on any interest payment date means the close of business on the fifteenth (15th) day of the preceding month. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Holder of a Certificate appearing on the registration books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

REMEDIES IN THE EVENT OF DEFAULT

The Ordinance does not establish specific events of default with respect to the Certificates or any remedies to a registered owner if the City defaults on the payment of the principal of or interest on any Certificates. Further, the Ordinance does not provide for the appointment of a trustee to protect and enforce the interest of the registered owners upon the occurrence of such a default. If a registered owner of a Certificate does not receive payment of principal or interest when due, the registered owner may seek a writ of mandamus from a court of competent jurisdiction requiring the City to levy and collect taxes. The mandamus remedy, however, may be impractical and difficult to enforce. There is no provision for the acceleration of maturity of principal of a Certificate in the event of a default. A registered owner of a Certificate could file suit against the City if a default occurred in the payment of principal of or interest on any such Certificates; however, a suit for monetary damages could be vulnerable to the defense of sovereign immunity as discussed below, and any judgment could not be satisfied by execution against any property of the City.

The Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W. 3d 325 (Tex. 2006), that a waiver of governmental immunity in a contractual dispute must be provided for by statute in "clear and unambiguous" language. Because it is unclear whether the Texas legislature has effectively waived the City's governmental immunity from a suit for money damages, registered owners may not be able to bring such a suit against the City for breach of the Certificates or covenants in the Ordinance. Even if a judgment against the City could be obtained, it could not be enforced by direct levy and execution against the City's property. Further, the registered owners cannot themselves foreclose on property within the City or sell property within the City to enforce the tax lien on taxable property to pay the principal of and interest on the Certificates.

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On April 1, 2016, the Texas Supreme Court ruled in *Wasson Interests, Ltd. v. City of Jacksonville*, 59 Tex. Sup. Ct. J. 524 (Tex. 2016) that governmental immunity does not imbue a city with derivative immunity when it performs proprietary, as opposed to governmental, functions in respect to contracts executed by a city. State jurisprudence has generally held that proprietary functions are those conducted by a city in its private capacity, for the benefit only of those within its corporate limits, and not as an arm of the government or under the authority or for the benefit of the State. In *Wasson*, the Court recognized that the distinction between governmental and proprietary functions is not clear. Therefore, in considering municipal breach of contract cases, it is incumbent on the courts to determine whether a function is proprietary or governmental based upon the common law and statutory guidance. Issues related to the applicability of governmental immunity as they relate to the issuance of municipal debt have not been adjudicated. Each situation will be evaluated based on the facts and circumstances surrounding the contract in question.

In its decision, the Court held that since the Local Government Immunity Waiver Act waives governmental immunity in certain breach of contract claims without addressing whether the waiver applies to a governmental function or a proprietary function of a city, the Court could not reasonably read the Local Government Immunity Waiver Act to evidence legislative intent to restrict the waiver of immunity when a city performs a proprietary function. The Court remanded the case so that the appellate court could rule on whether the contract at issue was proprietary or governmental. *Wasson Interests, Ltd. v. City of Jacksonville*, 559 S.W.3d 142 (Tex. 2018). On remand, the appellate court found for the City of Jacksonville by holding the contract claim arose from the city's performance of a governmental function, and thus the claim was barred by immunity. After granting Wasson's petition for review of the appellate decision, the Court held that to determine if the city was engaged in a proprietary or governmental function, the focus of the inquiry is on the nature of the contract at the time of execution, not the nature of the breach at the time of the breach.

The City is also eligible to seek relief from its creditors under Chapter 9 of the U.S. Bankruptcy Code ("Chapter 9"). Although Chapter 9 provides for the recognition of a security interest represented by a specifically pledged source of revenues, the pledge of taxes in support of a general obligation of a bankrupt entity is not specifically recognized as a security interest under Chapter 9. Chapter 9 also includes an automatic stay provision that would prohibit, without Bankruptcy Court approval, the prosecution of any other legal action by creditors or Certificate holders of an entity that has sought protection under Chapter 9.

Therefore, should the City avail itself of Chapter 9 protection from creditors, the ability to enforce payment of the Certificates would be subject to the approval of the Bankruptcy Court (which could require that the action be heard in Bankruptcy Court instead of other federal or State court), and the Bankruptcy Code provides for broad discretionary powers of a Bankruptcy Court in administering any proceeding brought before it. As part of the bankruptcy proceedings, the City has the right to file a plan for adjustment of its debts. If such a plan were confirmed by the Bankruptcy Court, it could, among other things, affect owners by reducing or eliminating the amount of indebtedness, deferring or rearranging the debt service schedule, reducing or eliminating the interest rate, modifying or abrogating the collateral or security arrangements, substituting (in whole or in part) other securities for the Certificates, and otherwise compromising and modifying the rights and remedies of the Owners' claims against the City. The opinion of Bond Counsel will note that all opinions relative to the enforceability of the Ordinance and the Certificates are qualified with respect to the customary rights of debtors relative to their creditors, including rights afforded to creditors under the Bankruptcy Code.

TAX INFORMATION

The following is a summary of certain provisions of State law as it relates to ad valorem taxation and is not intended to be complete. Reference is made to Title I of the Texas Tax Code, as amended (the "Property Tax Code"), for identification of property subject to ad valorem taxation, property exempt or which may be exempted from ad valorem taxation if claimed, the appraisal of property for ad valorem tax purposes, and the procedures and limitations applicable to the levy and collection of ad valorem taxes.

VALUATION OF TAXABLE PROPERTY

The Property Tax Code provides for county-wide appraisal and equalization of taxable property values and establishes in each county of the State an appraisal district and an appraisal review board (the "Appraisal Review Board") responsible for appraising property for all taxing units within the county. The appraisal of property within the City is the responsibility of the Brazoria County Appraisal District (the "Appraisal District"). Except as described below, the Appraisal District is required to appraise all property within the Appraisal District on the basis of 100% of its market value and is prohibited from applying any assessment ratios. In determining market value of property, the Appraisal District is required to consider the cost method of appraisal, the income method of appraisal and the market data comparison method of appraisal and use the method the chief appraiser of the Appraisal District considers most appropriate. The Property Tax Code requires appraisal districts to reappraise all property in its jurisdiction at least once every three years. A taxing unit may require annual review at its own expense and is entitled to challenge the determination of appraised value of property on certain grounds by petition filed with the Appraisal Review Board.

State law requires the appraised value of an owner's principal residence ("homestead" or "homesteads") to be based solely on the property's value as a homestead, regardless of whether residential use is considered to be the highest and best use of the property. State law further limits the appraised value of a homestead to the lesser of (1) the market value of the property or (2) 110% of the appraised value of the property for the preceding tax year plus the market value of all new improvements to the property (the "10% Homestead Cap"). The 10% increase is cumulative, meaning the maximum increase is 10% times the number of years since the property was last appraised.

State law permits land designated for agricultural use, open space or timberland to be appraised at its value based on the land's capacity to produce agricultural or timber products rather than at its fair market value. State law also permits under certain circumstances that residential real property inventory held by a person in the trade or business be valued at the price all such property would bring if sold as a unit to a purchaser who would continue the business. Landowners wishing to avail themselves of the agricultural use, open space or timberland designation or residential real property inventory designation must apply for the designation. If a claimant receives the agricultural, open space or timberland designation and later loses it by changing the use of the property or selling it to an unqualified owner, the City can collect taxes based on the new use, including taxes for the previous three (3) years.

The appraisal values set by the Appraisal District are subject to review and change by the Appraisal Review Board. The appraisal rolls, as approved by the Appraisal Review Board, are used by taxing units, such as the City, in establishing their tax rolls and tax rates.

TAXPAYER REMEDIES

The appraisal review board in each county is responsible for resolving disputes between taxpayers and the appraisal district. It is also empowered to determine challenges initiated by taxing units, correct clerical errors in the appraisal records and the appraisal rolls, act on motions to correct appraisal rolls, and determine whether an exemption or a partial exemption is improperly granted. The appraisal review board is independent of the appraisal district. In counties with more than 120,000 in population, the local administrative district judge appoints the appraisal review board members.

A property owner is entitled to protest the value of a tract of property before the appraisal review board in the following circumstances: the value the appraisal district placed on the property is too high; the property was unequally appraised; the appraisal district denied a special appraisal, such as open-space land; the appraisal district failed to provide the property owner with required notices; or as otherwise permitted under the Property Tax Code.

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Owners of certain property with a taxable value in excess of the current year "minimum eligibility amount," as determined by the State Comptroller, and situated in a county with a population of one million or more, may protest the determinations of an appraisal district directly to a three-member special panel of the appraisal review board, appointed by the chairman of the appraisal review board, consisting of highly qualified professionals in the field of property tax appraisal. The minimum eligibility amount was set at $50 million for the 2020 tax year, and is adjusted annually by the State Comptroller to reflect the inflation rate.

A property owner who files a protest must pay the amount of taxes due on the portion of the taxable value of the property subject to the protest that is not in dispute before the delinquency date or the property owner forfeits the right to proceed to a final determination of the protest.

Property owners who are dissatisfied with the decision of the appraisal review board may appeal the decision. Depending upon the circumstances, the property owner may be able to require the appraisal district to go to binding arbitration or to have the appeal heard by the State Office of Administrative Hearings.

If those remedies are not available or if the property owner prefers, it has the right to appeal the decision of the appraisal review board to the state district court in which the property is located. The district court review is by trial de novo, and the district court is required to try all issues of fact and law raised by the pleadings in the manner applicable to civil suits generally. Any party is entitled to trial by jury on demand. The district court will grant relief if it determines that the appraised value of the property exceeds the appraised value required by law or the property is appraised unequally.

A party may appeal the final judgment of the district court as provided by law for appeal of civil suits generally, except that an appeal bond is not required of the chief appraiser, the county, the comptroller, or the commissioners court.

STATE MANDATED HOMESTEAD EXEMPTIONS FOR VETERANS

State law grants, with respect to each taxing unit in the State, various exemptions for disabled veterans and their families, surviving spouses of members of the armed services killed in action, and surviving spouses of first responders killed or fatally wounded in the line of duty.

LOCAL OPTION HOMESTEAD EXEMPTIONS

The governing body of a taxing unit, including a city, county, school district, or special district, at its option may grant: (1) an exemption of up to 20% of the appraised value of all homesteads (but not less than $5,000) and (2) an additional exemption of the appraised value of the homesteads of persons 65 years of age or older and the disabled. Each taxing unit decides if it will offer the local option homestead exemptions and at what percentage or dollar amount, as applicable.

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LOCAL OPTION FREEZE FOR THE ELDERLY AND DISABLED

The governing body of a county, municipality or junior college district may, at its option, provide for a freeze on the total amount of ad valorem taxes levied on the homesteads of persons 65 years of age or older or of disabled persons above the amount of tax imposed in the year such residence qualified for such exemption.

Also, upon voter initiative, an election may be held to determine by majority vote whether to establish such a freeze on ad valorem taxes. Once the freeze is established, the total amount of taxes imposed on such homesteads cannot be increased except for certain improvements, and such freeze cannot be repealed or rescinded.

PERSONAL PROPERTY

Tangible personal property (furniture, machinery, supplies, inventories, etc.) used in the "production of income" is taxed based on the property's market value. Taxable personal property includes income-producing equipment and inventory. Intangibles such as goodwill, accounts receivable, and proprietary processes are not taxable. Tangible personal property not held or used for production of income, such as household goods, automobiles or light trucks, and boats, is exempt from ad valorem taxation unless the governing body of a taxing unit elects to tax such property.

FREEPORT EXEMPTIONS

Certain goods detained in the State for 175 days or less for the purpose of assembly, storage, manufacturing, processing or fabrication ("Freeport Property") are exempt from ad valorem taxation unless a taxing unit took official action to tax Freeport Property before April 1, 1990 and has not subsequently taken official action to exempt Freeport Property. Decisions to continue to tax Freeport Property may be reversed in the future; decisions to exempt Freeport Property are not subject to reversal. Certain goods, principally inventory, that are stored for the purposes of assembling, storing, manufacturing, processing or fabricating the goods in a location that is not owned by the owner of the goods and are transferred from that location to another location within 175 days ("Goods-in-Transit"), are exempt from ad valorem taxation unless a taxing unit takes official action by January 1 of the year preceding a tax year, after holding a public hearing, to tax Goods-in-Transit beginning the following tax year. Goods-in-Transit and Freeport Property do not include oil, natural gas or petroleum products, and Goods-in-Transit does not include special inventories such as motor vehicles or boats in a dealer's retail inventory. A taxpayer may receive only one of the Goods-in-Transit or Freeport Property exemptions for items of personal property.

OTHER EXEMPT PROPERTY

Other major categories of exempt property include property owned by the State or its political subdivisions if used for public purposes, property exempt by federal law, property used for pollution control, farm products owned by producers, property of nonprofit corporations used for scientific research or educational activities benefitting a college or university, designated historic sites, solar and wind-powered energy devices, and certain classes of intangible personal property.

TEMPORARY EXEMPTION FOR QUALIFIED PROPERTY DAMAGED BY A DISASTER

The Property Tax Code provides for a temporary exemption from ad valorem taxation of a portion of the appraised value of certain property that is at least 15% damaged by a disaster and located within an area declared to be a disaster area by the governor of the State. This temporary exemption is automatic if the disaster is declared prior to a taxing unit, such as the City, adopting its tax rate for the tax year. A taxing unit, such as the City, may authorize the exemption at its discretion if the disaster is declared after the taxing unit has adopted its tax rate for the tax year. The amount of the exemption is based on the percentage of damage and is prorated based on the date of the disaster. Upon receipt of an application submitted within the eligible timeframe by a person who qualifies for a temporary exemption under the Property Tax Code, the Appraisal District is required to complete a damage assessment and assign a damage assessment rating to determine the amount of the exemption. The temporary exemption amounts established in the Property Tax Code range from 15% for property less than 30% damaged to 100% for property that is a total loss. Any such temporary exemption granted for disaster-damaged property expires on January 1 of the first year in which the property is reappraised.

TAX INCREMENT REINVESTMENT ZONES

A city or county, by petition of the landowners or by action of its governing body, may create one or more tax increment reinvestment zones (a "zone" or "TIRZ") within its boundaries, and other overlapping taxing units may agree to participate in the zone. The city or county adopts a project and financing plan for the zone. At the time of the creation of the TIRZ, a "base value" for the real property in the TIRZ is established and the difference between the assessed valuation of taxable real property in the TIRZ and the base value is known as the "Incremental Value", and during the existence of the TIRZ, all or a portion of the taxes levied by each participating taxing unit against the Incremental Value in the TIRZ is restricted to paying project and financing costs under the plan.

TAX ABATEMENT AGREEMENTS

Taxing units may also enter into tax abatement agreements to encourage economic development. Under the agreements, a property owner agrees to construct certain improvements on its property. The taxing unit, in turn, agrees not to levy a tax on all or part of the increased value attributable to the improvements until the expiration of the agreement. The abatement agreement could last for a period of up to 10 years.

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For a discussion of how the various exemptions described above are applied by the City, see "TAX INFOMRATION – CITY APPLICATION OF PROPERTY TAX CODE" herein.

PUBLIC HEARING AND MAINTENANCE AND OPERATIONS TAX RATE LIMITATIONS

The following terms as used in this section have the meanings provided below:

> "adjusted" means lost values are not included in the calculation of the prior year's taxes and new values are not included in the current year's taxable values.
>
> "de minimis rate" means the maintenance and operations tax rate that will produce the prior year's total maintenance and operations tax levy (adjusted) from the current year's values (adjusted), plus the rate that produces an additional $500,000 in tax revenue when applied to the current year's taxable value, plus the debt service tax rate.
>
> "no-new-revenue tax rate" means the combined maintenance and operations tax rate and debt service tax rate that will produce the prior year's total tax levy (adjusted) from the current year's total taxable values (adjusted).
>
> "special taxing unit" means a city for which the maintenance and operations tax rate proposed for the current tax year is 2.5 cents or less per $100 of taxable value.
>
> "unused increment rate" means the cumulative difference between a city's voter-approval tax rate and its actual tax rate for each of the tax years 2020 through 2022, which may be applied to a city's tax rate in tax years 2021 through 2023 without impacting the voter-approval tax rate.
>
> "voter-approval tax rate" means the maintenance and operations tax rate that will produce the prior year's total maintenance and operations tax levy (adjusted) from the current year's values (adjusted) multiplied by 1.035, plus the debt service tax rate, plus the "unused increment rate."

The City's tax rate consists of two components: (1) a rate for funding of maintenance and operations expenditures in the current year (the "maintenance and operations tax rate"), and (2) a rate for funding debt service in the current year (the "debt service tax rate"). Under State law, the assessor for the City must submit an appraisal roll showing the total appraised, assessed, and taxable values of all property in the City to the City Council by August 1 or as soon as practicable thereafter.

A city must annually calculate its "voter-approval tax rate" and "no-new-revenue tax rate" (as such terms are defined above) in accordance with forms prescribed by the State Comptroller and provide notice of such rates to each owner of taxable property within the city and the county tax assessor-collector for each county in which all or part of the city is located. A city must adopt a tax rate before the later of September 30 or the 60th day after receipt of the certified appraisal roll, except that a tax rate that exceeds the voter-approval tax rate must be adopted not later than the 71st day before the next occurring November uniform election date. If a city fails to timely adopt a tax rate, the tax rate is statutorily set as the lower of the no-new-revenue tax rate for the current tax year or the tax rate adopted by the city for the preceding tax year.

As described below, the Property Tax Code provides that if a city adopts a tax rate that exceeds its voter-approval tax rate or, in certain cases, its "de minimis rate," an election must be held to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

A city may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate until each appraisal district in which such city participates has delivered notice to each taxpayer of the estimated total amount of property taxes owed and the city has held a public hearing on the proposed tax increase.

For cities with a population of 30,000 or more as of the most recent federal decennial census, if the adopted tax rate for any tax year exceeds the voter-approval tax rate, that city must conduct an election on the next occurring November uniform election date to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

For cities with a population less than 30,000 as of the most recent federal decennial census, if the adopted tax rate for any tax year exceeds the greater of (i) the voter-approval tax rate or (ii) the de minimis rate, the city must conduct an election on the next occurring November uniform election date to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate. However, for any tax year during which a city has a population of less than 30,000 as of the most recent federal decennial census and does not qualify as a special taxing unit, if a city's adopted tax rate is equal to or less than the de minimis rate but greater than both (a) the no-new-revenue tax rate, multiplied by 1.08, plus the debt service tax rate or (b) the city's voter-approval tax rate, then a valid petition signed by at least three percent of the registered voters in the city would require that an election be held to determine whether or not to reduce the adopted tax rate to the voter-approval tax rate.

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Any city located at least partly within an area declared a disaster area by the Governor of the State or the President of the United States during the current year may calculate its "voter-approval tax rate" using a 1.08 multiplier, instead of 1.035, until the earlier of (i) the second tax year in which such city's total taxable appraised value exceeds the taxable appraised value on January 1 of the year the disaster occurred, or (ii) the third tax year after the tax year in which the disaster occurred.

State law provides cities and counties in the State the option of assessing a maximum one-half percent (1/2%) sales and use tax on retail sales of taxable items for the purpose of reducing its ad valorem taxes, if approved by a majority of the voters in a local option election. If the additional sales and use tax for ad valorem tax reduction is approved and levied, the no-new-revenue tax rate and voter-approval tax rate must be reduced by the amount of the estimated sales tax revenues to be generated in the current tax year.

The calculations of the no-new-revenue tax rate and voter-approval tax rate do not limit or impact the City's ability to set a debt service tax rate in each year sufficient to pay debt service on all of the City's tax-supported debt obligations, including the Certificates.

Reference is made to the Property Tax Code for definitive requirements for the levy and collection of ad valorem taxes and the calculation of the various defined tax rates.

LEVY AND COLLECTION OF TAXES

The City is responsible for the collection of its taxes, unless it elects to transfer such functions to another governmental entity. Taxes are due October 1, or when billed, whichever comes later, and become delinquent after January 31 of the following year. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty of up to twenty percent (20%) if imposed by the City. The delinquent tax also accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code also makes provision for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes for certain taxpayers. Furthermore, the City may provide, on a local option basis, for the split payment, partial payment, and discounts for early payment of taxes under certain circumstances. The Property Tax Code permits taxpayers owning homes or certain businesses located in a disaster area and damaged as a direct result of the declared disaster to pay taxes imposed in the year following the disaster in four equal installments without penalty or interest, commencing on February 1 and ending on August 1.

DEBT TAX RATE LIMITATIONS

All taxable property within the City is subject to the assessment, levy and collection by the City of a continuing, direct annual ad valorem tax sufficient to provide for the payment of principal of and interest on all ad valorem tax supported debt, within the limits prescribed by law. Article XI, Section 5, of the State Constitution is applicable to the City, and limits its maximum ad valorem tax rate to $2.50 per $100 of Taxable Assessed Valuation. Administratively, the Attorney General of the State of Texas will permit allocation of $1.50 of the $2.50 maximum tax rate for all debt service on ad valorem tax-supported debt, as calculated at the time of issuance.

PENALTIES AND INTEREST

As of January 1 of each year, the City has a lien granted by statute for unpaid taxes on real property, which shall be levied for that tax year. In the event a taxpayer fails to make timely payment owing to the City on real property, a penalty of 6% of the unpaid taxes is incurred in the first month of delinquency and 1% is added monthly until July 1 when the penalty becomes 12%. In addition, interest on delinquent taxes accrues at the rate of 1% per month until paid. If an account is delinquent in July, the City may also impose an additional penalty to defray costs of collection by an attorney, not to exceed 20% of the total amount due.

THE CITY'S RIGHTS IN THE EVENT OF TAX DELINQUENCIES

Taxes levied by the City are a personal obligation of the owner of the property as of January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all State and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of the State and each local taxing unit, including the City, having power to tax the property. Personal property, under certain circumstances, is subject to seizure and sale for the payment of delinquent taxes. At any time after taxes on property become delinquent, the City may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights (a taxpayer may redeem property within two (2) years after the purchaser's deed issued at the foreclosure sale is filed in the county records) or by bankruptcy proceedings which restrict the collection of taxpayer debts. Federal bankruptcy law provides that an automatic stay of actions by creditors and other entities, including governmental units, goes into effect with the filing of any petition in bankruptcy. The automatic stay prevents governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two other ways: first, a debtor's confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six years; and second, a debtor may challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid. In many cases, post-petition taxes are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

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CITY APPLICATION OF PROPERTY TAX CODE

The City grants an exemption to the market value of the residence homestead of persons 65 years of age or older of $40,000; the disabled are also granted an exemption of $40,000.

The City has granted an exemption of 10% of the market value of residence homesteads within a minimum of $5,000. The maximum the City can grant is 20%.

The City has not adopted the tax freeze for citizens who are disabled or are 65 years of age or older.

The tax assessor and collector for the City may disregard a homestead exemption and assess and collect a tax pledged for payment of a City debt without deducting the amount of the exemption if (1) prior to the adoption of the exemption, the City pledged the taxes for payment of a debt, and (2) granting the exemption would impair the obligation of the contract creating the debt.

The City taxes nonbusiness personal property (residential inventory).

The Brazoria County Tax Office collects taxes for the City.

The City does not permit split payments, and discounts are not allowed.

The City taxes Freeport Property.

The City does not exempt taxes on Goods-in-Transit.

The City does not collect an additional sales tax for reduction of ad valorem taxes.

The City does not have an adopted tax abatement policy.

The City has one TIRZ within its City limits established in 2010, Zone No. 2. A prior tax increment reinvestment zone, Zone No. 1, has been dissolved.

THE CITY'S TAX INCREMENT REINVESTMENT ZONE

The City has created a tax increment reinvestment zone ("Zone No. 2") pursuant to the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code (the "TIF Act"), encompassing approximately 1,082 acres within the boundaries of the City being developed as the master planned community of Meridiana. The City has also established the Iowa Colony Development Authority, a public not-for-profit local government corporation (the "Authority") to aid, assist and act on behalf of the City in the performance of the City's governmental functions within Zone No. 2 and neighboring areas. The taxable value in Zone No. 2 made up approximately 39.8% of the City's taxable value in tax year 2021.

As required under the TIF Act, the City approved a Project Plan and Reinvestment Zone Financing Plan for Zone No. 2, as amended (the "Project Plan"), which sets out the public improvements that are needed to induce development within Zone No. 2. The Plan provides for such public improvements to be constructed and paid for by the developer of Meridiana and for the Authority to reimburse the developer for such costs from the proceeds of bonds issued by the Authority. The Authority's bonds are payable from certain tax collections of the City and Brazoria County, Texas (the "Tax Increments") resulting from their taxation of the increase in the appraised value of real property located in Zone No. 2 since 2010 with respect to the original portion of Zone No. 2 consisting of approximately 956 acres, and 2020 with respect to the annexed portion of Zone No. 2 consisting of approximately 126 acres. Any tax increments remaining after payment of annual debt service on the Authority's bonds are deposited to the Authority's Surplus Fund.

The terms on which the City participates in Zone No. 2 are provided for in the Project Plan and an Amended and Restated Agreement among the City, Zone No. 2 and the Authority (the "Tri-Party Agreement"). Pursuant to the Project Plan and the Tri-Party Agreement, the City agreed to pay into a "Tax Increment Fund" in the City Treasury 100% of the Tax Increments it collects from the property in Zone No. 2 until termination of Zone No. 2, currently set for December 31, 2050. The Tri-Party Agreement provides that all of such Tax Increments will be transferred to the Authority but requires the Authority to pay back to the City 30% of each such payment to be used for City services incurred as a result of the creation and development of Zone No. 2. The Authority may not pledge the payments owed to the City to secure its own debt.

Pursuant to an amendment to the Tri-Party Agreement being approved concurrently with the approval of the sale of the Certificates (the "Amendment"), Zone No. 2 and the Authority agree that the Authority will pay to the City, solely from Tax Increments derived from the collection of City taxes, up to $300,000 per year to offset Zone No. 2's share of increased expenditures incurred by the City as a result of the issuance of the Certificates. The payments will be made solely from amounts held in the Authority's Surplus Fund, provided that the Authority will first reserve the funds necessary to pay the reasonable operation and administrative expense of the Authority and Zone No. 2. If there are not enough funds to pay the $300,000 from the Surplus Fund after reserving the amount necessary for the operation and administrative expenses of the Authority and Zone No. 2, then the $300,000 will be reduced to the extent necessary. The $300,000 payment may also be reduced pursuant to a formula in the Amendment in the event the City voluntarily lowers its ad valorem tax rate from the current rate.

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BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31

Brazoria County Municipal Utility District No. 31 (the "MUD") is a political subdivision of the State consisting of approximately 977 acres currently within the boundaries of the City. The MUD was created in 2005 to provide a financing mechanism for water, sewer and drainage facilities to serve the area within its boundaries. The developers of the property in the MUD construct the facilities and the MUD reimburses the developers for such costs from the proceeds of its bonds (the "MUD Bonds"). The MUD has the authority to tax the property within its boundaries to pay the principal of and interest on the MUD Bonds and its operating expenses.

Pursuant to a Strategic Partnership Agreement between the MUD and the City dated July 7, 2006, the City exercised its right to annex the property within the MUD in April, 2019; however, pursuant to the agreement, the MUD remains in existence and continues to provide water, sewer and drainage services and may issue bonds until it is abolished by the City. When and if the MUD is abolished by the City, the City will assume the MUD's debts, if any. The taxable value in the MUD is made up of approximately 40% of the City's taxable value in tax year 2021.

Beginning in 2020, the City began to levy its ad valorem taxes on property within the MUD and entered into a Rebate Agreement with the MUD (the "Rebate Agreement"). The Rebate Agreement provides that the City will rebate to the MUD a total of 70 percent of the tax levy for maintenance and operations collected within the MUD, subject to certain conditions, and retain the remaining 30 percent. The purpose of the Rebate Agreement is to compensate the MUD if it chooses to reduce its property tax levy for debt; however, the MUD is not obligated to do so. Regardless of any other provision, the payments from the City will not exceed the amount by which the MUD reduces its debt service property tax levy, as calculated pursuant to the terms of the Rebate Agreement, and assuming a MUD debt service tax rate of not more than $0.80 per $100 assessed valuation.

The rebate begins with taxes levied in 2020 and is payable semiannually on the last day of March and August for a period of twenty years. According to the City's financial audit for fiscal year ended September 30, 2021, the City paid the MUD $1,000,618 during that period.

The City retains the full amount of the taxes it collects for debt service on assessed values within the MUD. The City's debt service tax levy is used to make payments of principal and interest on the Certificates as well as other general obligation debt of the City.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 87

A petition for the creation of Brazoria County Municipal Utility District No. 87 (the "New MUD"), a proposed new political subdivision of the State consisting of approximately 560 acres, is pending approval by the Texas Commission on Environmental Quality. The New MUD is being created to provide a financing mechanism for water, sewer and drainage facilities to serve the land within its boundaries. The developers of the property in the New MUD plan to construct the facilities and the New MUD will reimburse the developers for such costs from the proceeds of its bonds (the "New MUD Bonds"). The New MUD will have the authority to tax the property within its boundaries to pay the principal of and interest on the New MUD Bonds and its operating expenses.

Currently, the property within the New MUD is vacant and without significant improvements.

The New MUD is in the process of being annexed into the City at the landowners' request, entitling the City to tax the property within the New MUD on the same basis as other City property. The City and the New MUD have no agreements that would require the City to rebate any City taxes to the New MUD. The annexation is anticipated to be complete on May 23, 2022.

SELECTED ISSUER INFORMATION

AUTHORIZED BUT UNISSUED GENERAL OBLIGATION BONDS

The City has no authorized but unissued debt outstanding. Under State law, the City may issue certain obligations, such as the Certificates, secured by ad valorem taxes without an election.

ANTICIPATED ISSUANCE OF GENERAL OBLIGATION DEBT

The City does not anticipate issuing any additional general obligation debt in the next twelve months.

PENSION FUND

The City provides pension benefits for all of its full-time employees through the Texas Municipal Retirement System ("TMRS"), a State-wide administered pension plan. The City makes annual contributions to the plan equal to the amounts accrued for pension expense. For more detailed information concerning the retirement plan, see APPENDIX B, "Excerpts from the City's Annual Financial Report" - Note 11.

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OTHER POST-EMPLOYMENT BENEFITS

The City also participates in the cost sharing multiple-employer defined benefit group-term life insurance plan operated by the TMRS known as the Supplemental Death Benefits Fund ("SDBF"). The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The City may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1. The City reports the total liability for this plan on the government-wide and proprietary fund financial statements. See APPENDIX B, "Excerpts from the City's Annual Financial Report" – Note 2, L.

TABLE 1 – VALUATION, EXEMPTION AND GENERAL OBLIGATION DEBT

2021/2022 Market Valuation Established by Brazoria County Appraisal District (excluding totally exempt property)		$ 907,250,167 (1)
Less Exemptions/Reductions at 100% Market Value:		
Over 65	$10,625,255	
Disabled Persons	1,601,717	
Disabled Veteran	35,359,040	
Homestead Cap Adjustment	65,071,130	
Productivity Loss	21,224,655	$ 133,881,797
2021/2022 Taxable Assessed Valuation		$ 773,368,370
Less: Value Attributable to TIRZ No. 2 (2)		307,657,705
2021/2022 Taxable Assessed Value for Calculation of Debt Service Taxes		**$ 465,710,665**
General Obligation Debt as of 4/30/2022		
Certificates of Obligation, Series 2020		$ 1,100,000
The Certificates*		13,670,000
Total Outstanding Debt		$ 14,770,000
Less: Interest and Sinking Fund as of September 30, 2021		56,400
General Obligation Debt Payable from Ad Valorem Taxes		$ 14,713,600
Maximum Annual General Obligation Debt Service Requirements (2032)		$ 901,668
2021/2022 Taxable Assessed Valuation Debt Service Tax Rate Required		**$ 0.19756** (3)
Ratio of General Obligation Tax Debt to Taxable Assessed Valuation		1.90%

2022 Estimated Population - 9,500
Per Capita Taxable Assessed Valuation - $81,407
Per Capita General Obligation Debt Payable from Ad Valorem Taxes - $1,555

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* Preliminary, subject to change.

(1) As reported by the Brazoria County Appraisal District. Subject to change due to protest and arbitration process.

(2) The City created Zone No. 2 and adopted a Project Plan and Financing Plan for the Zone which provides that the City will pay Iowa Colony Redevelopment Authority, a local government corporation acting on behalf of the City (the "Authority") 100% of the Tax Increments from the Zone to finance infrastructure being built in the Zone. See "TAX INFORMATION - THE CITY'S TAX INCREMENT REINVESTMENT ZONE." Because the Tax Increments collected on the taxable value of property within the Zone are not available to pay debt service on the City's debt, the debt service tax rate which is required to pay the annual debt service on the City's general obligation debt is calculated based on the City's taxable value after deducting the taxable value in the Zone.

(3) The City's 2021 total tax rate is $0.489209 per $100 assessed valuation. The City anticipates setting approximately the same total tax rate in 2022; however, the interest and sinking fund tax rate will increase and the general fund tax rate will decrease. See "FINANCIAL INFORMATION - TABLE 12 – GENERAL FUND REVENUES AND EXPENDITURES HISTORY" and "INVESTMENT CONSIDERATION – IMPACT ON GENERAL FUND REVENUES."

TABLE 2 – TAXABLE ASSESSED VALUATION BY CATEGORY

	Taxable Appraised Value for Fiscal Year Ended September 30,					
	2022		2021[1]		2020	
Category	Amount	% of Total	Amount	% of Total	Amount	% of Total
Real, Residential, Single-Family	$ 761,998,579	83.99%	$ 615,436,204	81.13%	$ 189,738,029	62.87%
Real, Residential, Multi-Family	339,120	0.04%	260,310	0.03%	228,620	0.08%
Real, Vacant Lots/Tracts	6,412,698	0.71%	5,169,402	0.68%	4,331,223	1.44%
Real, Acreage (Land Only)	21,629,241	2.38%	20,336,273	2.68%	20,644,594	6.84%
Real, Farm and Ranch Improvements	26,513,658	2.92%	26,308,273	3.47%	19,626,784	6.50%
Real, Commercial & Industrial	14,970,498	1.65%	14,246,437	1.88%	10,489,978	3.48%
Real and Intangible Personal Utilities	19,034,654	2.10%	17,566,632	2.32%	15,112,892	5.01%
Tangible Personal, Commercial & Industrial	6,472,340	0.71%	7,067,380	0.93%	6,404,530	2.12%
Tangible Personal, Other	861,170	0.09%	756,630	0.10%	680,510	0.23%
Real Property Inventory	49,018,209	5.40%	51,408,824	6.78%	34,542,447	11.45%
Total Appraised Value Before Exemptions	907,250,167	100.00%	758,556,365	100.00%	301,799,607	100.00%
Less: Total Exemptions/Reductions	133,881,797		105,218,153		34,509,848	
Total Taxable Assessed Value	**$ 773,368,370**		**$ 653,338,212**		**$ 267,289,759**	
Less: Value Attributable to TIRZ No. 2	307,657,705		225,959,580		157,717,015	
Taxable Value for Calculation of Debt Service Taxes	**$ 465,710,665**		**$ 427,378,632**		**$ 109,572,744**	

	Taxable Appraised Value for Fiscal Year Ended September 30,			
	2019		2018	
Category	Amount	% of Total	Amount	% of Total
Real, Residential, Single-Family	$ 128,976,451	59.16%	$ 70,606,085	42.63%
Real, Residential, Multi-Family	228,620	0.10%	267,460	0.16%
Real, Vacant Lots/Tracts	4,285,856	1.97%	4,520,537	2.73%
Real, Acreage (Land Only)	21,138,233	9.70%	21,691,805	13.10%
Real, Farm and Ranch Improvements	17,939,633	8.23%	17,799,989	10.75%
Real, Commercial & Industrial	10,467,580	4.80%	8,653,208	5.22%
Real and Intangible Personal Utilities	5,673,072	2.60%	5,651,862	3.41%
Tangible Personal, Commercial & Industrial	4,855,650	2.23%	4,973,260	3.00%
Tangible Personal, Other	377,580	0.17%	256,260	0.15%
Real Property Inventory	24,069,036	11.04%	31,198,956	18.84%
Special Inventory	-	0.00%	19,330	0.01%
Total Appraised Value Before Exemptions	218,011,711	100.00%	165,638,752	100.00%
Less: Total Exemptions/Reductions	32,235,186		30,734,190	
Total Taxable Assessed Value	**$ 185,776,525**		**$ 134,904,562**	
Less: Value Attributable to TIRZ No. 2	91,050,941		46,788,727	
Taxable Value for Calculation of Debt Service Taxes	**$ 94,725,584**		**$ 88,115,835**	

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NOTE: Valuations shown are certified taxable assessed values reported by the Brazoria County Appraisal District to the State Comptroller of Public Accounts. Certified values are subject to change throughout the year as contested values are resolved and the Appraisal District updates records.

(1) The increase in taxable value is mostly attributable to the annexation of Brazoria County MUD No. 31. See "TAX INFORMATION – BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31."

TABLE 3 – VALUATION AND GENERAL OBLIGATION DEBT HISTORY

Fiscal Year Ended 9/30	Estimated Population[1]	Taxable Assessed Valuation[2]	Taxable Assessed Valuation Per Capita	G.O. Tax Debt Outstanding at End of Year	Ratio of Tax Debt to Taxable Assessed Valuation	Tax Debt Per Capita
2018	2,000	$ 134,904,562	$ 67,452	$ -	0.00%	$ -
2019	5,000	185,776,525	37,155	-	0.00%	-
2020	8,154	267,289,759	32,780	1,255,000	0.47%	154
2021	8,800	653,338,212	74,243	1,100,000	0.17%	125
2022	9,500	773,368,370	81,407	14,770,000 [3]	1.91%	1,555

(1) Source: The City.
(2) As reported by the Brazoria County Appraisal District; subject to change during the ensuing year.
(3) Includes the Certificates. Preliminary, subject to change.

TABLE 4 – TAX RATE, LEVY AND COLLECTION HISTORY

Fiscal Year Ended 9/30	Tax Rate	General Fund	Interest and Sinking Fund	Total Tax Levy[1]	% Current Collections	% Total Collections
2018	$ 0.429500	$ 0.429500	$ 0.000000	$ 579,415	98.49%	99.09%
2019	0.489200	0.489200	0.000000	908,819	98.72%	99.75%
2020	0.489200	0.489200	0.000000	1,307,582	98.48%	101.23%
2021	0.469200	0.449300	0.019900	3,065,463	99.50%	100.44%
2022	0.489209	0.470752	0.018457	3,783,388	97.85%	106.92%

(1) Total tax levy is calculated before payment to Brazoria County MUD No. 31 and Zone No. 2.
(2) Collections are as of April 30, 2022.

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TABLE 5 – CALCULATION OF INTEREST AND SINKING FUND TAXES

Fiscal Year Ended 9/30	Taxable Assessed Valuation Attributable to Payment of Debt Service	Interest and Sinking Fund Tax Rate	Interest and Sinking Fund Tax Levy	% Current Collections	% Total Collections
2018	$ 88,115,835	$ 0.000000	$ -	98.49%	99.09%
2019	94,725,584	0.000000	-	98.72%	99.75%
2020	109,572,744	0.000000	-	98.48%	101.23%
2021	427,378,632	0.019900	85,048	99.50%	100.44%
2022	465,710,665	0.018457	85,956	97.85%	106.92%

(1) Collections are as of April 30, 2022.

TABLE 6 – TEN LARGEST TAXPAYERS

Name of Taxpayer	Nature of Property	2021/2022 Taxable Assessed Valuation	% of Total Taxable Assessed Valuation
Seaway Crude Pipeline Company	Oil and Gas	$ 14,843,060	1.92%
GR-M1 LTD	Land Developer	6,783,310	0.88%
Dalton Investments Inc	Commercial Warehouses	2,469,309	0.32%
Perry Homes	Home Builder	2,314,323	0.30%
NMS Real Estate	Real Estate	2,159,741	0.28%
LGI Homes-Texas LLC	Multi-Family Apartments	2,022,494	0.26%
Alto Assets Company	Individual Residences	1,706,090	0.22%
I C Holdings LLC	Industrial Manufacturing	1,687,856	0.22%
JAK Unlimited LTD	Wholesale Supplier/Distribution Center	1,509,128	0.20%
Weekley Homes LLC	Home Builder	1,487,550	0.19%
		$ 36,982,861	4.78%

(1) Adverse development affecting such taxpayers could adversely affect the taxable assessed valuation in the City resulting in less local tax revenue or future increase in ad valorem tax rates.

TABLE 7 – TAX ADEQUACY*

Average Annual General Obligation Debt Service Requirements (2022-2047)	$ 899,393
$0.19707 tax rate on $465,710,665 Assessed Value at 98% Collection Produces	$ 899,420 (1)
Maximum Annual General Obligation Debt Service Requirements (2032)	$ 901,668
$0.19757 tax rate on $465,710,665 Assessed Value at 98% Collection Produces	$ 901,702 (1)

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* Preliminary, subject to change.

(1) The City created Zone No. 2 and adopted a Project Plan and Financing Plan for the Zone which provides that the City will pay Iowa Colony Redevelopment Authority, a local government corporation acting on behalf of the City (the "Authority") 100% of the Tax Increments from the Zone to finance infrastructure being built in the Zone. See "TAX INFORMATION - THE CITY'S TAX INCREMENT REINVESTMENT ZONE." Because the Tax Increments collected on the taxable value of property within the Zone are not available to pay debt service on the City's debt, the debt service tax rate which is required to pay the annual debt service on the City's general obligation debt is calculated based on the City's taxable value after deducting the taxable value in the Zone.

TABLE 8 – ESTIMATED OVERLAPPING DEBT

Expenditures of the various taxing entities within the territory of the City are paid out of ad valorem taxes levied by such entities on properties within the City. Such entities are independent of the City and may incur borrowings to finance their expenditures. This statement of direct and estimated overlapping ad valorem tax bonds ("Tax Debt") was developed from information contained in "Texas Municipal Reports" published by the Municipal Advisory Council of Texas. Except for the amounts relating to the City, the City has not independently verified the accuracy or completeness of such information, and no person should rely upon such information as being accurate or complete. Furthermore, certain of the entities listed may have issued additional bonds since the date hereof, and such entities may have programs requiring the issuance of substantial amounts of additional bonds, the amount of which cannot be determined. The following table reflects the estimated share of overlapping Tax Debt of the City.

	2021/2022 Taxable Assessed Value	2021/2022 Tax Rate	Total G.O. Debt as of 3/31/2022	Estimated % Applicable	City's Overlapping G.O Debt as of 3/31/2022
City of Iowa Colony	$ 773,368,370	$ 0.489200	$ 14,770,000 (1)	100.00%	$ 14,770,000 (1)
Brazoria County	36,362,970,187	0.386530 (2)	213,253,313 (3)	1.46%	3,113,498
Alvin ISD	10,541,864,531	1.397700	973,510,000	6.73%	65,517,223
Brazoria County MUD No. 31	379,031,405	0.710000	38,930,000	100.00%	38,930,000
Brazoria County MUD No. 53	26,447,185	1.350000	5,440,000	3.11%	169,184
Brazoria County MUD No. 55	348,538,777	0.885000	50,595,000	100.00%	50,595,000
Port Freeport	16,255,670,851	0.040000	68,490,000	0.85%	582,165
Total Direct and Overlapping Debt					$ 173,677,070
Ratio of Direct and Overlapping Debt to Taxable Assessed Valuation					22.46%
Per Capita Direct and Overlapping Debt					$ 18,282
Total Direct and Overlapping G.O. Debt					$ 173,677,070

(1) Preliminary, subject to change. Includes the Certificates.
(2) Includes the Brazoria County Road and Bridge Fund.
(3) Includes debt issued by Brazoria County Toll Road Authority.

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DEBT INFORMATION

TABLE 9 – PRO-FORMA GENERAL OBLIGATION DEBT SERVICE REQUIREMENTS

Year Ending 9/30	Outstanding Debt	The Certificates*			Debt Service Requirements*
		Principal	Interest	Total[1]	
2022	$ 98,970				$ 98,970
2023	97,440	$ 385,000	$ 415,291	$ 800,291	897,731
2024	95,910	310,000	493,120	803,120	899,030
2025	99,380	320,000	480,720	800,720	900,100
2026	97,748	335,000	467,920	802,920	900,668
2027	96,116	350,000	454,520	804,520	900,636
2028	94,484	365,000	440,520	805,520	900,004
2029	97,852	375,000	425,920	800,920	898,772
2030	96,118	390,000	410,920	800,920	897,038
2031	99,384	405,000	395,320	800,320	899,704
2032	97,548	425,000	379,120	804,120	901,668
2033	95,712	440,000	362,120	802,120	897,832
2034	98,876	455,000	344,520	799,520	898,396
2035	96,938	475,000	328,140	803,140	900,078
2036		590,000	311,040	901,040	901,040
2037		610,000	289,800	899,800	899,800
2038		630,000	267,840	897,840	897,840
2039		655,000	245,160	900,160	900,160
2040		675,000	221,580	896,580	896,580
2041		700,000	197,280	897,280	897,280
2042		725,000	172,080	897,080	897,080
2043		755,000	145,980	900,980	900,980
2044		780,000	118,800	898,800	898,800
2045		810,000	90,720	900,720	900,720
2046		840,000	61,560	901,560	901,560
2047		870,000	31,320	901,320	901,320
	$ 1,362,476	$ 13,670,000	$ 7,551,311	$ 21,221,311	$ 22,583,787

* Preliminary, subject to change.

TABLE 10 – INTEREST AND SINKING FUND BUDGET PROJECTIONS

Debt Service Requirements, Fiscal Year Ending 9/30/2022		$ 98,970
Interest and Sinking Fund, 9/30/2021	$ 28,703	
Budgeted Property Tax Collection	100,000	128,703
Estimated Interest and Sinking Fund Balance, 9/30/2023		$ 29,733

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FINANCIAL INFORMATION

TABLE 11 – CHANGE IN NET POSITION

	For Fiscal Year Ended September 30,				
	2021	2020	2019	2018	2017
General Revenues:					
Property Taxes	$ 1,974,318	$ 946,890	$ 836,902	$ 319,201	$ 437,658
Franchise Taxes	94,775	82,938	68,740	52,715	44,349
Sales and Use Taxes	716,990	449,280	279,080	169,489	97,353
Unrestricted Investment Earnings	41	2,943	6,593	2,533	3,075
Miscellaneous	12,171	415,787	8,969	53,222	1,683
Program Revenues:					
Charges for Services	3,374,414	2,943,016	2,665,212	2,293,818	1,781,012
Operating Grants and Contributions	71,721	133,280	21,112	4,105	37,281
Capital Grants and Contributions	987,315	1,862,302	2,208,396	1,900,400	2,416,160
Total Revenues	$ 7,231,745	$ 6,836,436	$ 6,095,004	$ 4,795,483	$ 4,818,571
Expenses:					
General Government	$ 566,093	$ 496,397	$ 634,564	$ 459,218	$ 436,054
Public Safety	1,158,614	858,642	441,465	302,604	247,047
Public Works	323,010	615,068	176,802	701,528	92,302
Municipal Courts	348,048	203,796	136,359	145,606	124,973
Community Development	2,978,541	2,448,532	1,886,841	1,118,073	943,680
Interest	18,277	-			
Total Expenses	$ 5,392,583	$ 4,622,435	$ 3,276,031	$ 2,727,029	$ 1,844,056
Changes in Net Position	$ 1,839,162	$ 2,214,001	$ 2,818,973	$ 2,068,454	$ 2,974,515
Net Position - Beginning of Year	13,227,736	11,013,735	8,194,762	6,126,308 (1)	3,158,401
Net Position - End of Year	$ 15,066,898	$ 13,227,736	$ 11,013,735	$ 8,194,762	$ 6,132,916

Source: The City's audited financial statements.
(1) Restated.

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TABLE 12 – GENERAL FUND REVENUES AND EXPENDITURES HISTORY

	For Fiscal Year Ended September 30,				
	2021	2020	2019	2018	2017
Revenues:					
Property Taxes[1]	$ 1,847,721	$ 929,518	$ 828,726	$ 314,330	$ 436,361
Sales and Use Taxes	506,351	309,073	195,897	169,489	97,353
Franchise Taxes	94,155	81,867	68,740	52,715	44,349
Licenses and Permits[2]	2,710,296	2,590,668	2,370,562	2,074,337	1,495,242
Charges for Services - Admin Fees	318,966	231,937	131,278	77,888	-
Fines and Forfeitures	409,003	176,426	173,359	170,312	147,781
Earnings on Investments	41	2,943	6,593	2,533	3,075
Intergovernmental	7,926	29,723	7,500	4,105	176,953
Other	12,171	415,987	8,969	53,222	-
Total Revenues	$ 5,906,630	$ 4,768,142	$ 3,791,624	$ 2,918,931	$ 2,401,114
Expenditures:					
General Government	$ 613,053	$ 531,064	$ 669,525	$ 504,485	$ 457,461
Public Safety	1,022,180	902,228	441,859	285,499	237,323
Public Works	319,389	557,379	173,394	525,524	27,330
Municipal Courts	351,596	207,723	140,895	145,606	124,973
Community Development[3]	2,489,820	1,825,874	1,543,375	1,143,073	943,680
Bond Issuance Costs	-	52,275	-	-	-
Capital Outlay	188,927	1,437,740	357,562	73,337	19,776
Total Expenditures	$ 4,984,965	$ 5,514,283	$ 3,326,610	$ 2,677,524	$ 1,810,543
Revenues Over (Under) Expenditures	$ 921,665	$ (746,141)	$ 465,014	$ 241,407	$ 590,571
Other Financing Sources (Uses):					
Proceeds from Sale of Capital Assets	-	322,356	-	-	-
Proceeds from Issuance of Long-Term Debt	-	1,255,000	-	-	-
Total Other Financing	-	1,577,356	-	-	-
Changes in Fund Balance	$ 921,665	$ 831,215	$ 465,014	$ 241,407	$ 590,571
Fund Balances - Beginning of Year	3,203,900	2,372,685	1,907,671	1,666,264	1,075,693
Fund Balances - End of Year	$ 4,125,565	$ 3,203,900	$ 2,372,685	$ 1,907,671	$ 1,666,264

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Source: The City's audited financial statements.

(1) Tax collections shown are net of tax collections attributable to property within the TIRZ and made up approximately 31% of the revenues transferred to the City's general fund in fiscal year ending September 30, 2021. After the issuance of the Certificates, the City expects to increase its debt service tax rate to pay the debt service on the Certificates and retain its total tax rate, which would result in a reduction in the operations and maintenance tax rate. See "INVESTMENT CONSIDERATIONS - IMPACT ON GENERAL FUND REVENUES." The City is preparing its budget for fiscal year 2023.

(2) Includes fees for building permits. The City issued approximately 600 residential building permits in fiscal year 2020 and approximately 1,000 in fiscal year 2021.

(3) Includes a payment to Brazoria County Municipal Utility District No. 31 of $1,000,618 in 2021. See "TAX INFORMATION – BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31."

FINANCIAL POLICIES

Basis of Accounting . . . Budgets for the General Fund, and the Debt Service Fund are adopted on a basis consistent with Generally Accepted Accounting Principles ("GAAP"). The budgetary basis of accounting is different than the basis of accounting for auditing purposes. The City does not budget for all component units that are accounted for in the Annual Financial Report.

General Fund . . . The General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund . . . The Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.

Budgetary Procedures . . . The budget process starts many months before the adoption of the annual budget. In the month of May or June each year, the departments submit their budgetary needs to the City Manager. On or before the first day of August each year, the City Manager is required to submit a budget to the City Council for the ensuing fiscal year with an accompanying message. The budget and all supporting schedules must be filed with the City Secretary when submitted to the City Council and open for public inspection.

The City Council must analyze the budget, making any additions or deletions that they feel appropriate and must, at least ten (10) days prior to the beginning of the next fiscal year, adopt the budget. On final adoption by the City Council, the budget takes effect for the next fiscal year.

Adoption of the budget constitutes adoption of an ordinance appropriating the amounts specified as proposed expenditures and an ordinance levying the property tax as the amount of the tax to be assessed and collected for the corresponding tax year. A separate ordinance is adopted to set the tax rate. Estimated expenditures cannot exceed available resources. Unused appropriations may be transferred to any item required for the same general purpose, except when otherwise specified by the City's charter or State law. Under conditions that may arise and that could not reasonably have been foreseen in the normal process of planning the budget, the City Council may amend or change the budget to provide for any additional expense in which the general welfare of the citizenry is involved. These amendments must be by ordinance, and become an attachment to the original budget.

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INVESTMENTS

The City may invest its investable funds (including bond proceeds and money pledged to the payment of or as security for bonds or other indebtedness issued by the City or obligations under a lease, installment sale, or other agreement of the City) in investments authorized by State law in accordance with investment policies approved by the City Council. Both State law and the City's investment policies are subject to change.

LEGAL INVESTMENTS

Under State law, the City is authorized to invest in (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund or its successor; (8) interest-bearing banking deposits other than those described by clause (7) if (A) the funds invested in the banking deposits are invested through: (i) a broker with a main office or branch office in this State that the City selects from a list the City Council or a designated investment committee of the City adopts as required by Section 2256.025, Texas Government Code; or (ii) a depository institution with a main office or branch office in the State that the City selects; (B) the broker or depository institution selected as described by (A) above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the City's account; (C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and (D) the City appoints as the City's custodian of the banking deposits issued for the City's account: (i) the depository institution selected as described by (A) above; (ii) an entity described by Section 2257.041(d), Texas Government Code; or (iii) a clearing broker dealer registered with the SEC and operating under SEC Rule 15c3-3; (9) (i) certificates of deposit or share certificates meeting the requirements of Chapter 2256, Texas Government Code (the "Public Funds Investment Act"), that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or their respective successors, and are secured as to principal by obligations described in clauses (1) through (8) or in any other manner and provided for by law for City deposits, or (ii) certificates of deposits where (a) the funds are invested by the City through (A) a broker that has its main office or a branch office in the State and is selected from a list adopted by the City as required by law, or (B) a depository institution that has its main office or branch office in the State that is selected by the City, (b) the broker or the depository institution selected

by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the City appoints the depository institution selected under (a) above, a custodian as described by Section 2257.041(d), Texas Government Code, or a clearing broker-dealer registered with the SEC and operating pursuant to SEC Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements as defined in the Public Funds Investment Act, that have a defined termination date, are secured by a combination of cash and obligations described in clauses (1) or (13) in this paragraph, require the securities being purchased by the City or cash held by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (13) through (15) below, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less; (12) certain bankers' acceptances with stated maturity of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated not less than "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (13) commercial paper with a stated maturity of 365 days or less that is rated not less than "A-1" or "P-1" or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a United States or state bank; (14) no-load money market mutual funds registered with and regulated by the SEC that provide the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940 and that comply with federal SEC Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and (15) no-load mutual funds registered with the SEC that have an average weighted maturity of less than two years, and have either (a) a duration of one year or more and invest exclusively in obligations described in under this heading, or (b) a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities, other than the prohibited obligations described below, in an amount at least equal to the amount of bond proceeds invested under such contract.

A political subdivision such as the City may enter into securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (8) above, other than the prohibited obligations described below, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than A or its equivalent or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (13) through (15) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less.

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The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than AAA or AAAm or an equivalent by at least one nationally recognized rating service, if the City Council authorizes such investment in the particular pool by order, ordinance, or resolution and the investment pool complies with the requirements of Section 2256.016, Texas Government Code.

The City may also contract with an investment management firm registered (x) under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.), or (y) with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by ordinance, order or resolution.

The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

INVESTMENT POLICIES

Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for City funds, maximum allowable stated maturity of any individual investment and the maximum average dollar-weighted maturity allowed for pooled fund groups. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each funds' investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." At least quarterly the investment officers of the City shall submit an investment report detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, any additions and changes to market value and the ending value of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) State law. No person may invest City funds without express written authority from the City Council.

ADDITIONAL PROVISIONS

Under State law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the entity to disclose the relationship and file a statement with the Texas Ethics Commission and the City; (4) require the qualified representative of firms offering to engage in an investment transaction with the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business 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), and (c) deliver a written statement in a form acceptable to the City and the business organization attesting to these requirements; (5) perform an annual audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the City's designated Investment Officer; (7) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse purchase agreement; (8) restrict the investment in non-money market mutual funds in the aggregate to no more than 15% of the City's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

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TABLE 13 – CURRENT INVESTMENTS

As of September 30, 2021, the City's investable funds were invested in the following categories:

Type of Investments	Book	Market
Certificates of Deposit	$ 410,415	$ 410,415
Cash in Demand Accounts	8,024,960	8,024,960
Government Pools	108,304	108,304
	$ 8,133,264	$ 8,133,264

TAX MATTERS

In the opinion of The Muller Law Group, PLLC, Bond Counsel, ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Certificates is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Bond Counsel is of the further opinion that interest on the Certificates is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Certificates. A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix C hereto.

To the extent the issue price of any maturity of the Certificates is less than the amount to be paid at maturity of such Certificates (excluding amounts stated to be interest and payable at least annually over the term of such Certificates), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Certificates which is excluded from gross income for federal income tax purposes. For this purpose, the issue price of a particular maturity of the Certificates is the first price at which a substantial amount of such maturity of the Certificates is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Certificates accrues daily over the term to maturity of such Certificates on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Certificates to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Certificates. Beneficial Owners of the Certificates should consult their own tax advisors with respect to the tax consequences of ownership of Certificates with original issue discount, including the treatment of Beneficial Owners who do not purchase such Certificates in the original offering to the public at the first price at which a substantial amount of such Certificates is sold to the public.

Certificates purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Certificates") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of obligations, like the Premium Certificates, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner's basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Certificates should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

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The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Certificates. The City has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Certificates will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Certificates being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Certificates. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the Certificates may adversely affect the value of, or the tax status of interest on, the Certificates. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Certificates is excluded from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the Certificates may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Certificates to be subject, directly or indirectly, in whole or in part, to federal income taxation or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislature proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Certificates. Prospective purchasers of the Certificates should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Certificates for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the City or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The City has covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Certificates ends with the issuance of the Certificates, and, unless separately engaged, Bond Counsel is not obligated to defend the City or the Beneficial Owners regarding the tax-exempt status of the Certificates in the event of an audit examination by the IRS. Under current procedures, Beneficial Owners would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the City legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Certificates for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Certificates, and may cause the City or the Beneficial Owners to incur significant expense.

Payments on the Certificates generally will be subject to U.S. information reporting and possibly to "backup withholding." Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a non-corporate Beneficial Owner of Certificates may be subject to backup withholding with respect to "reportable payments," which include interest paid on the Certificates and the gross proceeds of a sale, exchange, redemption, retirement or other disposition of the Certificates. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number ("TIN") to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a "notified payee underreporting" described in Section 3406(c) of the Code or (iv) the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or credited against a Beneficial Owner's federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain Beneficial Owners (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. The failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

INVESTMENT CONSIDERATIONS

RECENT EXTREME WEATHER EVENTS

The greater Houston area, including the City, is subject to occasional severe weather events, including tropical storms, hurricanes and winter freezes. There have been multiple storms exceeding a 0.2% probability (i.e., "500-year flood" events) since 2015, including Hurricane Harvey in 2017.

If a future weather event significantly damaged all or part of the taxable improvements within the City, the assessed value of property within the City could be substantially reduced, which could result in a decrease in tax collections. Further, there can be no assurance that a casualty loss to taxable property within the City will be covered by insurance (or that property owners will even carry flood or other casualty insurance), that any insurance company will fulfill its obligation to provide insurance proceeds, or that insurance proceeds will be used to rebuild or repair any damaged improvements within the City. Even if insurance proceeds are available and improvements are rebuilt, there could be a lengthy period in which assessed values within the City could be adversely affected.

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There are special taxing procedures for areas damaged in a disaster that could affect the amount of taxes due and when they are collected. See "TAX INFORMATION - TEMPORARY EXEMPTION FOR QUALIFIED PROPERTY DAMAGED BY A DISASTER."

The frequency and intensity of weather events in the Houston region could have a material impact on the long-term development of the region's economy.

SPECIFIC FLOOD TYPE RISKS

Ponding (or Pluvial) Flood: Ponding, or pluvial, flooding occurs when heavy rainfall creates a flood event independent of an overflowing water body, typically in relatively flat areas. Intense rainfall can exceed the drainage capacity of a drainage system, which may result in water within the drainage system becoming trapped and diverted onto streets and nearby property until it is able to reach a natural outlet. Ponding can also occur in a flood pool upstream or behind a dam, levee or reservoir.

Riverine (or Fluvial) Flood: Riverine, or fluvial, flooding occurs when water levels rise over the top of river, bayou or channel banks due to excessive rain from tropical systems making landfall and/or persistent thunderstorms over the same area for extended periods of time. The damage from a riverine flood can be widespread. The overflow can affect smaller rivers and streams downstream, or may sheet-flow over land. Flash flooding is a type of riverine flood that is characterized by an intense, high velocity torrent of water that occurs in an existing river channel with little to no notice. Flash flooding can also occur even if no rain has fallen, for instance, after a levee, dam or reservoir has failed or experienced an uncontrolled release, or after a sudden release of water by a debris or ice jam. In addition, planned or unplanned controlled releases from a dam, levee or reservoir also may result in flooding in areas adjacent to rivers, bayous or drainage systems downstream.

Both could impact the City.

INFECTIOUS DISEASE OUTBREAK – COVID-19

In March 2020, the World Health Organization and the President of the United States separately declared the outbreak of a respiratory disease caused by a novel coronavirus ("COVID-19" to be a public health emergency. On March 13, 2020, the Governor of Texas (the "Governor") declared a state of disaster for all counties in the State of Texas (the "State") because of the effects of COVID-19. Subsequently, in response to a rise in COVID-19 infections in the State and pursuant to Chapter 418 of the Texas Government Code, the Governor issued a number of executive orders intended to help limit the spread of COVID-19 and mitigate injury and the loss of life, including limitations imposed on business operations, social gatherings and other activities.

There are currently no COVID-19 related operating limits for any business or other establishment. The Governor retains the right to impose additional restrictions on activities if needed in order to mitigate the effects of COVID-19. Additional information regarding executive orders issued by the Governor is accessible on the website of the Governor at https://gov.texas.gov/. Neither the information on, nor accessed through, such website of the Governor is incorporated by reference into this OFFICIAL STATEMENT.

The City has not experienced any decrease in property values, unusual tax delinquencies or interruptions to any service as a result of COVID-19; however, the City cannot predict the long-term economic effect of COVID-19 or a similar virus should there be a reversal of economic activity and reinstitution of restrictions.

EXPOSURE TO OIL AND GAS INDUSTRY

Many energy companies are centered in the Houston area and have manufacturing facilities and offices in the area. Energy is a major driver of the Houston economy. Any downturn in the oil and gas industry could result in declines in the demand for residential and commercial property in the Houston area and could reduce or negatively affect property values or homebuilding activity within the City. In the longer term, the oil and gas industry in Houston may be adversely affected by governmental actions taken to reduce the use of fossil fuel and concerns about global warming.

IMPACT ON GENERAL FUND REVENUES

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After the issuance of the Certificates, the City expects to increase its debt service tax rate to pay the debt service on the Certificates and reduce its operations and maintenance tax rate commensurately so that it does not increase the overall tax rate. The operations and maintenance tax collections are transferred to the General Fund and used for its general governmental purposes. In fiscal year 2021, they made up approximately 31% of the City's general fund revenues. The City's revenue projections for fiscal year 2023 indicate it will be able to more than make up the expected reduction in revenue due to a lower maintenance and operations tax rate (1) through growth in taxable value and (2) a $300,000 annual contribution of surplus Tax Increments from the Authority. The Authority's projection is based on the City's preliminary taxable value received from the Appraisal District for tax year 2022 of $971,968,788 (a 14.89% increase from 2021 certified values) and a projected operations and maintenance tax rate of $0.304209 per $100 of assessed valuation, and nets out the portion of the maintenance and operations tax collections that will be transferred to the MUD and TIRZ.

The actual tax collections received by the City may differ from the projection for a number of reasons, including the following: The 2022 preliminary taxable value is the value provided by the Appraisal District as a preliminary indication of value as of January 1, 2022. It is subject to taxpayer protests under the procedures of the Property Tax Code, which likely may lead to a downward adjustment in value. The certified taxable value, upon which taxes are levied, is likely to be lower than the preliminary value. See "TAX INFORMATION - TAXPAYER REMEDIES." The tax rate which will be used to produce the tax levy for tax year 2022 will be set by the City Council of the City in the fall and may differ from the projected tax rate used in the calculation of projected revenues. See "TAX INFORMATION - PUBLIC HEARING AND MAINTENANCE AND OPERATION TAX RATE LIMITATIONS." Any voluntary reduction in the tax rate will also reduce the $300,000 contribution from the Authority. See "TAX INFORMATION - THE CITY'S TAX INCREMENT REINVESTMENT ZONE."

The City is also dependent on payments for licenses and permits to fund its general governmental purposes. These revenues come primarily from developers platting land for residential development and builders seeking single family residential building permits. These revenues could fluctuate significantly depending upon the growth in the City's single family housing market. The City issued approximately 600 residential building permits in fiscal year 2020 and approximately 1,000 in fiscal year 2021. The City staff projects that the City will issue approximately 1,200 building permits in fiscal year 2022.

LITIGATION

The City is exposed to various risks of losses related to torts, theft of, damage to and destruction of fixed assets; error and omissions; injuries to employees; and natural disasters. The City has obtained commercial insurance coverage for some of these risks and provided various employee education and prevention programs. Various claims and lawsuits may be pending against the City at any given time, however in the opinion of City management, after consultation with legal counsel, the potential loss on all claims and lawsuits will not materially adversely affect the City's financial position.

OTHER INFORMATION

RATING

The Certificates are rated "A1" by Moody's Investors Service, Inc. ("Moody's") without regard to credit enhancement. An explanation of the significance of such rating may be obtained from Moody's. The rating reflects only the view of Moody's and the City makes no representation as to the appropriateness of the rating. There is no assurance that such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by Moody's, if in the judgment of Moody's, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Certificates.

LEGAL OPINIONS

The Certificates are offered when, as and if issued, subject to the approval by the Attorney General of the State and the rendering of an opinion by The Muller Law Group, PLLC, Sugar Land, Texas, Bond Counsel for the City, in substantially the form attached hereto as APPENDIX C. The City will furnish the Underwriter with a complete transcript of proceedings held incident to the authorization and issuance of the Certificates, including the approving opinion of the Attorney General of the State of Texas as recorded in the Certificate Register of the Comptroller of Public Accounts of the State, to the effect that the Certificates are valid and legally binding obligations of the City under the Constitution and laws of the State. The City will also furnish the approving legal opinion of Bond Counsel in substantially the form attached hereto as APPENDIX C.

In its capacity as Bond Counsel, The Muller Law Group, PLLC, Sugar Land, Texas, has not independently verified any of the factual information contained in this Official Statement nor have they conducted an investigation of the affairs of the City for the purpose of passing upon the accuracy or completeness of this Official Statement. Bond Counsel's role in connection with the Official Statement was limited to reviewing the information describing the Certificates in the Official Statement to verify that such descriptions conform to the provisions of the Ordinance. No person is entitled to rely upon such firm's limited participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of any of the information contained herein. Certain legal matters will be passed on for the City by Norton Rose Fulbright US LLP as Special Disclosure Counsel. The legal fee to be paid to Bond Counsel and Special Disclosure Counsel for services rendered in connection with the issuance of the Certificates is contingent on the sale and delivery of the Certificates.

The various legal opinions to be delivered concurrently with the delivery of the Certificates express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

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LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

Pursuant to the Texas Public Securities Act, Chapter 1201, Texas Government Code, as amended, the Certificates, whether rated or unrated, are legal and authorized investments for insurance companies, fiduciaries or trustees and for municipalities and other political subdivision or public agencies. Most political subdivisions in the State are required to adopt investment guidelines under the Public Funds Investment Act, Chapter 2256, Texas Government Code, and such political subdivisions may impose a requirement consistent with such act that the Certificates have a rating of not less than "A" or its equivalent to be legal investments of such entity's funds. The Public Funds Collateral Act, Chapter 2257, Texas Government Code, provides that deposits of public funds, as defined in such chapter must be secured by eligible security. "Eligible Security" is defined to include local government obligations (such as the Certificates) with a rating from a nationally recognized investment firm of "A" or its equivalent.

REGISTRATION, SALE AND DISTRIBUTION

No registration statement relating to the Certificates has been filed with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Certificates have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Certificates been registered or qualified under the securities laws of any other jurisdiction. The City assumes no responsibility for registration or qualification of the Certificates under the securities laws of any other jurisdiction in which the Certificates may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Certificates shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdictions.

AUDITED FINANCIAL STATEMENTS

Whitley Penn LLP, the City's independent auditor, has consented to the inclusion of its opinion and the financial statements of the governmental activities, each major fund, and the discretely presented component unit of the City as of and for the year ended September 30, 2021 as APPENDIX B to the Official Statement. Whitley Penn LLP has not performed any procedures on such financial statements since the date of such reports, nor have they performed any procedures on any other financial information of the City, including without limitation any of the information contained in the Official Statement.

CERTIFICATION OF THE OFFICIAL STATEMENT

At the time of payment for and delivery of the Certificates, the City will furnish a Certificate, executed by proper officers, acting in their official capacity, to the effect that to the best of their knowledge and belief: (a) the descriptions and statements of or pertaining to the City contained in this Official Statement, and any addenda, supplement or amendment thereto, on the date of such Official Statement, on the date of sale of the Certificates and on the date of the delivery, were and are true and correct in all material respects; (b) insofar as the City and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (c) insofar as the descriptions and statements, including financial data, of or pertaining to entities, other than the City, and their activities contained in this Official Statement are concerned, such statements and data have been obtained from sources which the City believes to be reliable and the City has no reason to believe that they are untrue in any material respect; and (d) there has been no material adverse change in the financial condition of the City since the date of the last audited financial statements of the City.

FORWARD-LOOKING STATEMENTS DISCLAIMER

The statements contained in this Official Statement, and in any other information provided by the City, that are not purely historical, are forward-looking statements, including statements regarding the City's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the City on the date hereof, and the City assumes no obligation to update any such forward-looking statements. The City's actual results could differ materially from those discussed in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the City. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

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UNDERWRITING

Robert W. Baird & Co. (the "Underwriter") has agreed, subject to certain conditions, to purchase the Certificates from the City, at a price of $ _____ (representing the principal amount of the Certificates, plus a net original issue premium of $_____, and less an underwriting discount of $_____). The Underwriter will be obligated to purchase all of the Certificates if any Certificates are purchased. The Certificates to be offered to the public may be offered and sold to certain dealers (including the Underwriter and other dealers depositing Certificates into investment trusts) at prices lower than the public offering prices of such Certificates, and such public offering prices may be changed, from time to time, by the Underwriter.

The Underwriter, as defined herein, have provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

CONTINUING DISCLOSURE OF INFORMATION

In the Ordinance, the City has made the following agreement for the benefit of the holders and beneficial owners of the Certificates. The City is required to observe the agreement for so long as it remains an "obligated person" with respect to the Certificates, within the meaning of the Securities and Exchange Commission's (the "SEC") Rule 15c2-12 (the "Rule"). Under the agreement, the City will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (the "MSRB").

ANNUAL REPORTS

The City will provide certain updated financial information and operating data to the MSRB. The information to be updated includes (i) all quantitative financial information and operating data with respect to the City of the general type included in this Official Statement under Tables numbered 1 through 7 and 9 through 13 and in APPENDIX B and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (a) prepared in accordance with the accounting principles described in the rules to the financial statements for the most recently concluded fiscal year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (b) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

The financial information and operating data to be provided may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's website or filed with the SEC, as permitted by the Rule.

The City's current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, it must provide updated information by unless the City changes its fiscal year. If the City changes its fiscal year, it will notify the MSRB of the change.

NOTICE OF CERTAIN EVENTS

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The City will also provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates; (7) modifications to rights of holders of the Certificates, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Certificates, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material, (15) incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.

For these purposes, (A) any event described in (12) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, (B) as used in (15) and (16), "financial obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule, and (C) the City intends the words used in paragraphs (15) and (16) and the definition of financial obligation to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the "2018 Release"), and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.

The City will notify the MSRB through EMMA, in a timely manner, of any failure by the City to provide the required annual financial information described above under "- ANNUAL REPORTS" in accordance with the Ordinances by the time required.

LIMITATIONS AND AMENDMENTS

The City has agreed to update information and to provide notices of certain specified events only as described above. The City shall be obligated to observe and perform such obligations for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any bond calls and any defeasances that cause the City to be no longer an "obligated person."

The provisions of the City's continuing disclosure undertaking are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in the City's continuing disclosure undertaking, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City has undertaken to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide as described above and has not undertaken to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or undertaken to update any information provided, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell the Certificates at any future date.

Under no circumstances shall the City be liable to the owner or beneficial owner of any Certificate or any other person, in contract or tort, for damages resulting in whole or in part from any breach by the City, whether negligent or with or without fault on its part, of any covenant specified in its undertaking, and any right and remedy of any such person, in contract or tort, for or on account of any such breach shall be limited to an action for mandamus or specific performance. No default by the City in observing or performing its obligations under its continuing disclosure undertaking shall constitute a breach of or default under the Ordinance for purposes of any other provisions of the Ordinance. Nothing in this paragraph is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The City may amend its continuing disclosure undertaking from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of undertaking, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount of the outstanding Certificates consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of the City's undertaking may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of its undertaking, it shall include with any amended financial information or operating data next provided as described in Annual Reports, above, an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Copy

COMPLIANCE WITH PRIOR UNDERTAKINGS

Prior to the issuance of the Certificates, the City did not have any continuing disclosure requirements in accordance with SEC Rule 15c2-12.

FINANCIAL ADVISOR

Masterson Advisors LLC is employed as Financial Advisor to the City in connection with the issuance of the Certificates. The Financial Advisor's fee for services rendered with respect to the sale of the Certificates is contingent upon the issuance and delivery of the Certificates. Masterson Advisors LLC, in its capacity as Financial Advisor, does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Certificates, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Financial Advisor to the City has provided the following sentence for inclusion in this Official Statement. The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

APPENDIX A

GENERAL INFORMATION REGARDING THE CITY

Copy

THE CITY

The City of Iowa Colony, Texas (the "City") is located in northern Brazoria County on Texas State Highway 288 south of Pearland city limits. It is 22 miles south of the City of Houston. The City has a total area of 7.3 square miles.

The City consists primarily of single-family residential development with some ancillary retail development. There are two master planned communities within the City's boundaries where single family home development is proceeding. The City issued approximately 600 residential building permits in fiscal year 2020, approximately 1,000 in 2021, and anticipates issuing approximately 1,200 in fiscal year 2021. Currently, the City estimates that there are between 4,000 – 4,500 completed single-family houses in Iowa Colony.

With the increase in homes, there has recently been some retail development. One retail strip center was completed in 2021 and another is set to be completed in 2022.

POPULATION

2010 Official Census	2020 Official Census	2022 Estimate
1,170	8,154	9,500

Source: United States Census Bureau

CITY FACILITIES

The City currently operates city functions from a single facility, which houses City Hall, the Police Department and the Municipal Court. Proceeds from the sale of the Certificates will be used to construct a new police station. It is anticipated the police station will house the Police Department as well as the City's administrative offices of City Hall and the Municipal Court. The current City Hall building will transition to a shared Public Works and Parks and Recreation facility.

Copy

EDUCATION

Alvin ISD is Brazoria County's second largest district with two high schools, six middle schools and 14 elementary schools. Alvin schools have earned exemplary ratings from the Texas Education Agency. A new onsite stadium will enhance athletic programs, and test scores in the district continue to trend up as the area grows.

BRAZORIA COUNTY

Brazoria County (the "County"), within which the City is located, covers an area of 1,609 square miles and comprises the Brazoria Primary Metropolitan Statistical Area, a component of the Houston Metropolitan Statistical Area. The population of the County as of the 2019 Census estimate was 374,264. In 2017, the total Gross Domestic Product in Brazoria County was slightly over $21 billion, with manufacturing contributing the largest portion of that at $10.2 billion. The world's largest basic chemical complex, The Dow Chemical Company, is located in the County, contributing to the extensive petroleum and chemical production in the area. (Source: The Economic Development Alliance for Brazoria County.)

MAJOR EMPLOYERS[1]

Employer	Location	Type	Number of Employees
Alvin I.S.D.	Alvin	Education	3,568
The Dow Chemical Company	Freeport	Chemical	3,510
Pearland I.S.D.	Pearland	Education	2,814
Texas Dept. of Criminal Justice	County-wide	Criminal Justice	2,102
Brazosport I.S.D.	Clute	Education	1,900
Brazoria County	County-wide	Government	1,412
Olin Corporation	Freeport	Chemical	1,250
Angleton I.S.D.	Angleton	Education	1,044
Phillips 66	Sweeny	Refining	1,039
Brand/Safway	Angleton	Scaffolding Systems	1,009
Wood Group (formerly The Infinity Group)	Clute	Contractor	1,000
BASF Corporation	Freeport	Chemical	906
Marquis Construction Services	Clute	Contractor	804
Kelsey-Seybold	Pearland	Medical	801
City of Pearland	Pearland	Government	736
Chevron Phillips Chemical Co.	Sweeny	Chemical	615
INEOS Olefins & Polymers USA	Alvin	Chemical	600
ICS	Clute	Contractor	533
CHI St. Luke's Health Brazosport	Lake Jackson	Medical	526
Turner Industries	Freeport	Contractor	513
Ascend Performance Materials	Alvin	Chemical	503

Source: Economic Development Alliance for Brazoria County
(1) Data as of February 28, 2022.

Copy

EMPLOYMENT STATISTICS

	Brazoria County			
Calendar Year	Labor Force	Employment	Unemployment	Unemployment Rate
2016	169,940	161,111	8,829	5.2%
2017	172,006	162,805	9,201	5.3%
2018	174,880	166,883	7,997	4.6%
2019	177,569	170,069	7,500	4.2%
2020	177,312	162,103	15,209	8.6%
2021	180,207	167,799	12,408	6.9%

Source: Texas Workforce Commission

APPENDIX B

CITY OF IOWA COLONY, TEXAS

ANNUAL FINANCIAL REPORT

For the Year Ended September 30, 2021

The information contained in this Appendix consists of excerpts from the City of Iowa Colony, Texas Annual Financial Report for the Year Ended September 30, 2021, and is not intended to be a complete statement of the City's financial condition. Reference is made to the complete Report for further information.

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APPENDIX C

FORM OF OPINION OF BOND COUNSEL

Copy

Moody's rating scale

Aaa	Lowest level of credit risk
Aa1	very low credit risk
Aa2	
Aa3	
A1	Low credit risk
A2	
A3	
Baa1	Moderate credit risk
Baa2	
Baa3	
Ba1	Speculative credit risk
Ba2	
Ba3	
B1	High credit risk
B2	
B3	
Caa1	very high credit risk
Caa2	
Caa3	

Source: Moody's ©DW

Moody's rating scale

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Source: Moody's ©DW

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Source: Moody's ©DW

Copy

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Source: Moody's ©DW

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Source: Moody's ©DW

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Caa3	

Source: Moody's ©DW

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ADICO
CONSULTING ENGINEERS

Tuesday, April 26, 2022

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

Re: Meridiana Section 34C Preliminary Plat
Letter of Recommendation to Approve
City of Iowa Colony Project No. 984
Adico, LLC Project No. 16007-2-243

Dear Mr. Sweitzer;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Meridiana Section 34C preliminary plat, received on or about April 26, 2022. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance No. 2019-09 dated August 2002, and as amended.

Based upon on our review, we have no objections to the plat as resubmitted on April 26, 2022. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday April 27, 2022, for consideration at the May 3, 2022 Planning and Zoning meeting.

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

Sincerely,
Adico, LLC

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

Copy

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-243

APPROVED, ADICO, LLC, 04262022

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2. The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.99986742185.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48039C0110K and No. 48039C0120K, dated December 30, 2020, the property lies within Unshaded Zone X.

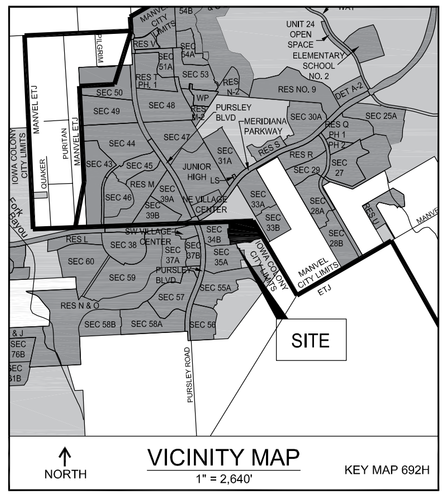
   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
4. B.C.C.F. indicates Brazoria County Clerk's File.
   B.C.P.R. indicates Brazoria County Plat Records.
   B.L. indicates Building Line.
   D.E. indicates Drainage Easement.
   M.H. indicates Manhole.
   NO. indicates Number.
   PG. indicates Page.
   P.A.E. indicates Permanent Access Easement.
   P.O.B. indicates Point of Beginning.
   P.U.E. indicates Public Utility Easement.
   PVT. indicates Private.
   R indicates Radius.
   R.O.W. indicates Right-Of-Way.
   S.S.E. indicates Sanitary Sewer Easement.
   STM.S.E. indicates Storm Sewer Easement.
   U.E. indicates Utility Easement.
   VOL. indicates Volume.
   W.L.E indicates Water Line Easement.
   > indicates change in street name.
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, the City of Alvin, BCMUD 55, and Brazoria County Drainage District No. 5.
6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
7. The Developer/Homeowners' Association/Municipal Utility District/Drainage District shall be responsible for maintenance of all reserves.
8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
9. 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.
10. 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.
11. Subject to Ordinance No. 2011-4 (Pipeline Setback Ordinance), no residential structures shall be constructed within 50' of the pipelines located inside of this plat boundary.
12. Drainage plans to be provided prior to final plat submittal.
13. One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon become vested in the public for street right-of-way purposes and the fee title there shall revert to and revest in the dedicator, his heirs, assigns, or successors.
14. Owners do hereby certify that they are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Meridiana Section 34C where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.
15. The emergency access provided must be 20-feet in width and have a load rating of H-20 as specified by the American Association of State and Highway Officials (AASHTO).
16. This emergency access will be released and abandoned and revert to the dedicator when the adjacent property is subdivided in a recorded plat.
17. This plat is subject to the Development Agreement for Meridiana PUD Amendment Number 4.
18. Final plat approval subject to City of Alvin de-annex of the city limits within the plat boundary.

RESERVE TABLE

RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	2,632.57	0.06
B	PARKING	943.50	0.02
C	PARKING	573.50	0.01
D	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	1,586.63	0.04
E	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	2,650.83	0.06
F	PARKING	573.50	0.01
G	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	1,869.19	0.04
H	DRAINAGE, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	39,116.40	0.90
I	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	1,947.94	0.04
J	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	2,186.75	0.05
K	PARKING	1,128.50	0.03
	TOTAL	55,218.56	1.27

OFF-STREET GUEST PARKING SPACES

NO. OF PROPOSED LOTS	NO. OF GUEST SPACES REQUIRED	NO. OF GUEST SPACES PROVIDED WITHIN R.O.W.	NO. OF GUEST SPACES PROVIDED OUTSIDE R.O.W.
66	17	0	17



LINE TABLE

LINE	ANGLE	DISTANCE
L1	S 60°02'52" W	80.00'
L2	S 80°40'54" W	139.87'
L3	S 54°04'41" W	106.61'
L4	S 89°02'39" W	56.00'
L5	N 81°10'09" W	27.74'
L6	S 87°43'07" W	56.08'
L7	S 80°30'26" W	113.30'
L8	S 79°30'30" W	60.26'
L9	S 85°33'45" W	31.15'
L10	N 06°00'01" W	165.42'
L11	S 84°48'01" W	27.25'
L12	N 04°23'56" W	114.61'
L13	S 87°19'17" W	5.91'
L14	N 02°40'43" W	115.00'
L15	N 87°19'17" E	15.36'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	225.00'	20.35'	N 84°43'49" E	20.34'

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

BENCHMARK(S):

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

0' 30' 60' 120'
SCALE: 1"= 60'
NORTH

EHRA
ENGINEERING THE FUTURE
SINCE 1955
10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPLS No. 10072300

EHRA JOB NO.
08-011-34-03

No warranty or representation of intended use, design or specification is made or implied by the issuance of this plan or facilities are subject to change without notice.

April 7, 2022

Meridiana Section 34C

A subdivision of 8.72 acres out of the H.T. & B. R.R. Co. Survey, Section 54, A-514, City of Iowa Colony, Brazoria County, Texas.

66 Lots, 3 Blocks and 11 Reserves
Owner: GR-M1, LTD., a Texas Limited Partnership

P:\08-011-34-03\Plat\PLAT\Meridiana Section 34C PPlat_rev.dwg Apr 21, 2022-8:35am Edited by: ameggoner

CITY OF IOWA COLONY

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

Members present: David Hurst, Steven Byrum-Bratsen, Tim Varlack, McLean Barnett, Les Hosey, and Brian Johnson, and Terry Hayes

Members absent: None

Others present: Dinh Ho and Robert Hemminger

MEETING- 7:00 P.M.

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

2. Administer the Oath of Office to newly appointed members. City Secretary, Kayleen Rosser administered the Oath of Office to Mr. Terry Hayes.

3. Citizens Comments. There were no comments from the public.

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

Copy

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

- March 1, 2022

Les Hosey moved the approve the meeting minutes of March 1, 2022. Seconded by Tim Varlack. Approved with six ayes. Steven Byrum-Bratsen abstained from the vote as he was not present at the meeting on March 1, 2022.

5. Consideration and possible action for variances to the Unified Development Code for the convenience store at Karsten Boulevard and Meridiana Parkway. Mathew Freemen with the developer was in attendance to answer questions from the Planning and Zoning Commission members.

a. Unified Development Code: Section 3.5.3.1(a) (4) – Build to line setback

Steven Byrum- Bratsen made a motion to approve the variance to section 3.5.3.1(a) (4) – Build to line setback of the UDC per Staff's recommendation. Seconded by Brian Johnson. Approved unanimously.

b. Unified Development Code: Section 3.3.1.1 (a)(2) a.2. – Landscape Setback Variance

Steven Byrum-Bratsen made a motion to approve the Unified Development Code: Section 3.3.1.1 (a)(2) a.2. – Landscape Setback Variance with the stipulation of an 8ft masonry fence along the north and west side of property, a 10ft landscape setback along with a tree buffer along the north and west side of the property. Also, the condition of the electric vehicle charging stations. Seconded by Les Hosey. Approved with six ayes. McLean Barnett voted against the motion as he disagreed with the 8ft height requirement for the fence. He feels as it should be more.

6. Consideration and possible action for the Karsten Boulevard Phase 1 Street Dedication and Reserves Partial Replat No. 1. Developer requested to be withdrawn from the agenda. No action was taken.

7. Consideration and possible action for the Meridiana Section 37B Preliminary Plat. Tim Varlack made a motion to approve the Meridiana Section 37B Preliminary Plat. Seconded by Les Hosey. Approved unanimously with seven ayes.

8. Consideration and possible action for the Meridiana Section 35A Preliminary Plat. Les Hosey made a motion to approve the Meridiana Section 35A Preliminary Plat. Seconded by Steven Byrum-Bratsen. Approved unanimously.

9. Les Hosey made a motion to adjourn. Seconded by Steven Byrum- Bratsen. Approved unanimously. The meeting was adjourned at 7:49 P.M.

APPROVED THIS 3rd DAY OF MAY, 2022.

ATTEST:

_____ _____

Kayleen Rosser, City Secretary David Hurst, Chairman

Copy

CITY OF IOWA COLONY

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 18th day of April, 2022, the City Council of the City of Iowa Colony, Texas, held a Worksession at 6:00 P.M. and a Public Meeting at 7:00 P.M. at Iowa Colony City Hall, there being present and in attendance the following members to wit:

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

Copy

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

WORKSESSION- 6:00 P.M.

1. Mayor Byrum-Bratsen called the worksession to order at 6:01 P.M.
2. Discussion on Salary Survey. Lori Messer discussed the results of the salary survey with a power point presentation. The councilmembers had questions regarding the comparison of the cities that were surveyed.
3. Discussion on traffic sign installation in gated communities. Councilwoman Greene-Young discussed her research on the cost and time of having the city purchase and maintain the signs in the gated section of Sterling Lakes versus the POA purchasing and maintaining the signs. Councilwoman Greene-Young feels that the city taking on the cost of the signs is fair to the residents of Sterling Lakes as well as the residents of the city. Mayor Byrum-Bratsen stated that he is completely against this. He stated that there is a huge difference between regulating traffic as contracted from the POA and maintaining street signs on private roads. This sets a dangerous precedence. Public funds do not need to be spent on private roads. The Mayor says he would agree to maintain the roads and bear the cost of the signs if they take the gates down and turn the roads over to the city to be public roads. Councilwoman Greene-Young stated that she disagrees with him. This was not her idea; it was brought to her attention and she felt her job was to look into it. She does not think it should be done for free or $1 because we only receive 30%. She thinks we need someone else in public works. She does not think it's fair to disregard a whole

subdivision of Sterling Lakes. Councilman Wilsey thanked Councilwoman Greene-Young for all her work on this. He was confused and has not heard a solid reason as to why the city cannot maintain their signs. Councilwoman Hargroder's concern is what this will looks like once the MUD is paid off. How do we handle that at that point? Are we then going to be paying for street signs on private property? This is going to have to be contractual with Land Tejas and the POA and she is interested to see what the contract would look like after the MUD is bought by the city. Councilman Kennedy extends thanks to all involved in the process of researching the information on the subject. There should be fairness all across Iowa Colony. It is not accessing additional cost for the citizens of Sterling Lakes and that needs to be known. He has thought about the mayor's concern of where does this end? However, he likes the basis of where we are going, but if we do take this on that we are not charging the residents of Sterling Lakes by providing this service. The dues are being effectively utilized to do this service. The mayor asked why the POA is having to pay more than the city? The POA needs to research how they can reduce the labor and cost because the city does not get a discount on signs, so why are they having to pay more. This needs to be looked at before the city takes on the costs. Councilwoman Murray wants more research and to make sure that before we move forward, we are in compliance and that the funds are being used accordingly. Robert Hemminger, City Manager stated that there is an ordinance in effect that we will enforce traffic laws and bear no cost to installing and maintaining street signs in gated communities. This is consistent with every other community that we have found. We only have one person in public works maybe we do need more, but we need to pay our police officers more, and be doing other things within the community so it is just a matter of we are not here yet. If we do enter into an agreement this is 140 more signs for that one person in public works to maintain in addition to other responsibilities on this one employee. He asked the council members for some direction on how they would like to proceed.

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4. Discussion on Hines development master plan. Carson Nunnelly presented an overview of the Hines development master plan.
5. Discussion on certificate of obligation sale options. Kristin Bloomquist with Masterson Advisors explained the certificate of obligation sale options. The Council thanked her for all their hard work on this.
6. The worksession was adjourned at 7:34 P.M.

REGULAR MEETING – 7:00 P.M.

1. Mayor Byrum-Bratsen called the meeting to order at 7:45 P.M.
2. Pledge of Allegiance and Texas Pledge were recited.
3. Citizens Comments and Presentations.

- McLean Barnett, 9938 Clear Diamond Drive- Item No. 7 (B) involves a setback request. This was presented to the Planning and Zoning Commission and as a member he has some concerns about that. Abutting directly to the north side are Sterling Lakes residents. The original request was for no buffer, then there was a compromise Planning and Zoning Commission agreed to. I did not agree with that, I believe we should honor our development code and have a 25ft one at least to the resident's side. On the west side we have a pipeline easement but because of the parking spaces there will be napoliage that blocks the western boundary towards the houses there. There is a length of easement but there are still gas pumps less than 100 ft. of homes, but we also have a rod iron gate that goes across this easement and that provides some security concerns for us. He feels the

city has made some compromises that benefits the business but may not benefit the residents so wanted to ask that the council keep that in mind.

- Tim Varlack has a number of items he would like to address to the Council. The first item is that the City Council has worked on a code of conduct for each of its members. As a part of the code of conduct one of the things discussed in your work session was the possible adoption of a code that would be more stringent than the Texas legal requirement for disclosing conflicts of interest whether they be personal or business relationships. He urges the Council to reconsider taking steps to be better than what the state law requires with regards to disclosing conflicts of interest. The second point he wanted to address has to do with item No. 7 regarding A and B as Mr. Barnett indicated there was a request for a change in setback. The Planning and Zoning Commission looked at this and really worked as hard as they could with the commercial developer in order to provide what they thought would be both a good compromise for the residents including an 8ft wall as well as providing parking spaces where we can to provide buffers and a requirement for a 10 ft buffer. The last item addresses signage in the gated community. He asked that the Council investigate what exactly the community is requesting. There seems to be confusion that some individuals are pushing for payment of the signs when in fact it may be that the community is looking for approval from the city to use the logo and specifications for their signs and that they may be willing to make their own payment to obtain the signs. He urges the Council to see what the actual objective is for the signs.

4. Mayor's comments or reports. Happy Post Easter. Summer is quickly approaching and we need to try and stay hydrated as the summer gets hot. Robert and the Mayor have discussed a way to streamline the staff reports. Thanked those in attendance tonight.

Copy

5. Council comments or reports.

- Councilwoman Hargroder- She is super excited for the upcoming 4th of July event which will include fireworks. Thanked all those involved in planning the event.
- Councilwoman Murray- Thanked everyone for being in attendance. Excited about the upcoming election. Hoped everyone had a wonderful Easter.
- Councilwoman Greene- Young- Thanked Jeremy, Robert, and Dinh for all their work on the sign discussion. Thanked Jeremy for picking up the mattress on the side of the road. We have the best staff. Very excited about the 4th of July event. Before that we will have the Memorial Day event in May at Meridiana as they have started planning. She will provide more details next month. Thanked those in attendance at the meeting.
- Councilman Kennedy prayed "Father God, we thank you for bringing us together this evening. We ask that you continue to fill this room with your presence and may the spirit lead us in a way that glorifies you and uplifts and grows this community. In your son Jesus's name. Amen"
- Councilman Wilsey- He appreciates the Planning Commission Members that send out update emails and provides them with their thoughts. He is glad to see everyone there.

6. Staff Reports.

A. City Manager- He is happy and thankful to be in a country where we can celebrate our religion and beliefs. We do have a 4th of July event coming up. Looking forward to it. Exciting times and things happening in Iowa Colony and there are so many more

things going on. Reminded everyone that on Thursday, the city offices are closed in observance of San Jacinto Day.

B. City Engineer- The temporary poles are out at the feeder road. Hoping by end of June that they are all up.
C. Police Department- Councilwoman Hargroder stated that officers should be commended on the hard work they have done the last month.
D. Building Official/Fire Marshal- Rachel presented the report as Albert was unable to be at the meeting.
E. City Secretary- Reminder that April 25th is the first day of early voting.
F. Senior Accountant
G. Public Works

7. Consideration and possible action to approve an ordinance for variances for the convenience store at Karsten Boulevard and Meridiana Parkway.

a. Unified Development Code: Section 3.5.3.1(a) (4) – Build to line setback

b. Unified Development Code: Section 3.3.1.1 (a)(2) a.2. – Landscape Setback Variance

No action was taken. Item will be deferred until the Council meeting on May 16th.

8. Consideration and possible action to approve an ordinance for variance to pipeline setback requirements for the convenience store at Karsten Boulevard and Meridiana Parkway. Councilman Wilsey moved to approve the ordinance on first reading for variance to pipeline setback requirements for the convenience store at Karsten Boulevard and Meridiana Parkway. Seconded by Councilman Kennedy. Approved with five ayes. Mayor Byrum-Bratsen abstained from the vote as he used to work for the developer.

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9. Consideration and possible action on a resolution for funding the Ames Blvd. Bridge. Councilwoman Hargroder made a motion to approve a resolution for funding the Ames Blvd. Bridge. Seconded by Councilwoman Greene-Young. Approved unanimously.

10. Consideration and possible action on resolution granting a petition for annexation for property into MUD 32. No action taken. Item will be deferred until the Council meeting in May.

Consent Agenda- Consideration and possible action to approve the following consent agenda items. Councilwoman Hargorder made a motion to accept consent items less item F. Seconded by Councilman Kennedy. Approved unanimously.

A. Approval of minutes of the following meetings.
   - March 21, 2022- Regular Meeting

B. Approval of the following plats as recommended by the Planning and Zoning Commission.
   - Meridiana Section 35A Preliminary Plat
   - Meridiana Section 37B Preliminary Plat

C. Approve the following Infrastructure Approvals/Acceptances.

D. Approve the following early plat releases and return of escrow funds.

- Sierra Vista West Section 8- Disbursement No. 2
- Sierra Vista West Section 9- Disbursement No. 2

E. Authorize the investment of city funds

F. Approve revised contract with McLemore Luong architects for municipal government center.

Councilwoman Hargroder asked Larry Boyd, City Attorney to discuss the insurance requirement as shown in the redline copy of the agreement. Councilwoman Hargroder made a motion to approve the revised contract with McLemore Luong architects for municipal government center design services. Seconded by Councilwoman Murray. Approved unanimously.

G. Conduct annual review of the city's investment policy.

EXECUTIVE SESSION- 8:29 P.M.

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

- Crime Control and Prevention District Members
- Parks and Recreation Board Members

POST EXECUTIVE SESSION- 9:04 P.M.

11. Consideration and possible action to appoint members to the Crime Control and Prevention District Board. Councilman Kennedy made a motion to reappoint the members of the Crime Control and Prevention District Board without changing the staggered terms. Seconded by Councilwoman Murray. Approved unanimously.

12. Consideration and possible action to appoint members to the Parks and Recreation Board. Councilwoman Hargroder made a motion to appoint Jessica Mikell to the Parks and Recreation Board. Seconded by Councilwoman Greene-Young. Approved unanimously.

14. The meeting was adjourned at 9:05 P.M.

APPROVED THIS 16th DAY OF MAY, 2022.

ATTEST:

_____ _____

Kayleen Rosser, City Secretary Michael Byrum-Bratsen, Mayor

Copy

CITY OF IOWA COLONY

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 25th day of April, 2022, the City Council of the City of Iowa Colony, Texas, held a Public Meeting at 6:00 P.M. at Iowa Colony City Hall, there being present and in attendance the following members to wit:

Mayor Michael Byrum-Bratsen
Councilwoman Sydney Hargroder
Councilwoman Marquette Greene-Young
Councilman Wil Kennedy
Mayor Pro-Tem/ Councilman Chad Wilsey

Copy

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

MEETING- 6:00 P.M.

1. Mayor Byrum- Bratsen called the meeting to order at 6:00 P.M.

2. Pledge of Allegiance and Texas Pledge were recited.

3. Citizens Comments. There were no comments from the public.

4. Mayor's comments or reports

- Proclamation for Municipal Clerk Week- May 1st - May 7th

Mayor Byrum-Bratsen read the Proclamation aloud recognizing May 1st – May 7th as Municipal Clerk Week.

5. **PUBLIC HEARING**

- Hold a public hearing to consider annexing property to be included in Brazoria County Municipal Utility District No. 87. Mayor Byrum-Bratsen opened the public hearing at 6:04 P.M. Larry Boyd, City attorney provided information on the service plan. The area consists of private property where the owners have petitioned for annexation. Also, of county roads that the county is expected to consent to that tomorrow afternoon. On the municipal services on private property, we are working out a service agreement with the landowner and the MUD. On the county roads there is not a service agreement with the county it is just a plan which we are explaining at the public hearing. There will not be much regarding water or sewer on the county roads as the MUD will provide what's needed there. Drainage will be provided by the MUD as well. Road maintenance will be provided as stated in the Development Agreement once all worked out and once the roads are annexed into the city and meet the city standards, we will be maintaining them except to

the extent that the development agreement brings in the MUD of the Developer except the county will be out. The county roads including CR 57, CR 81, and CR 573. Councilman Wilsey asked which ditches will be maintained by the Drainage District? There were no members of the public who commented on the public hearing. Mayor Byrum-Bratsen closed the public hearing at 6:12 P.M.

- Hold a public hearing to consider the adoption of an amended Strategic Partnership Agreement between the City of Iowa Colony and Municipal Utility District No. 53. Mayor Byrum-Bratsen opened the public hearing at 6:07 P.M. City Manager, Robert Hemminger explained that MUD 53 is also described as Sierra Vista West. The SPA outlines the development that will take place in that area. The developer requested additional land to be annexed into that MUD because that is an ETJ MUD, they also in exchange for allowing the extra property to go in there and be developed under the city's plans without coming into the city limits immediately like we are doing with all other developments. We negotiated an expedited annexation date and they have agreed to if we allow them to bring that extra 191 acres into MUD 53, we will have the authority to annex that property on or after Jan 1, 2028. Allen Capeo lives on County Road 62 asked about MUD 53 and the future development being discussed. The public hearing was closed at 6:13 P.M.

6. Being there was no further business, the meeting was adjourned at 6:14 P.M.

APPROVED THIS 16th DAY OF MAY, 2022.

ATTEST:

_____ _____

Kayleen Rosser, City Secretary Michael Byrum-Bratsen, Mayor

Copy

CITY OF IOWA COLONY

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 2nd day of May, 2022, the City Council of the City of Iowa Colony, Texas, held a Public Meeting at 6:00 P.M. at Iowa Colony City Hall, there being present and in attendance the following members to wit:

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

Copy

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

MEETING- 6:00 P.M.

1. Mayor Byrum-Bratsen called the meeting to order at 6:02 P.M.

2. Pledge of Allegiance and Texas Pledge were recited.

3. Citizens Comments. There were no comments from the public.
"An opportunity for the public to address City Council on agenda items or concerns not on the agenda. To comply with the Texas Open Meetings Act, this period is not for question and answer. Those wishing to speak must observe a three-minute time limit."

4. Mayor's comments or reports

- Proclamation for National Police Week- May 15th – May 21st

Mayor Byrum-Bratsen read the Proclamation aloud recognizing the week of May 15th through May 21st as National Police Week.

5. **PUBLIC HEARING**

- Hold a public hearing to consider annexing property to be included in Brazoria County Municipal Utility District No. 87. Mayor Byrum-Bratsen opened the public hearing at

6:06 P.M. City Manager, Robert Hemminger explained the Municipal Service Plan for the property to be included into MUD 87. No other comments from the public. A representative with DR Horton, Mr. Austin was in attendance to answer questions. Councilwoman Greene-Young, Councilwoman Hargroder, and Councilwoman Murray expressed their concerns with other DR Horton developments and informed him that we want our developments in Iowa Colony built to standard and that we will be watching to make sure everything is done properly. Mayor Byrum-Bratsen closed the public hearing at 6:26 P.M.

- Hold a public hearing to consider the adoption of an amended Strategic Partnership Agreement between the City of Iowa Colony and Municipal Utility District No. 53. Mayor Byrum-Bratsen opened the public hearing at 6:07 P.M. There were no comments from the public. Mayor Byrum-Bratsen closed the public hearing at 6:26 P.M.

6. Consideration and possible action on a resolution consenting to expansion of MUD 32. No action was taken. This item will be placed on the May16th Council agenda for consideration.

7. Approve Robert W. Baird and Company as the underwriter for the sale of certificates of obligation, series 2022. Mr. Drew Masterson, with Masterson Advisors stated that they did a request for proposals for the bond underwriter position on the Municipal Advisory Council website which is the trade association for bond underwriters. They received 17 proposals and they were excellent. They sent a spreadsheet with the rating of the different results for cost for committed capital on underwriting., for experience with city bonds underwriting, and also for special district writing experience. They recommend Robert W. Baird as the underwriting company. Councilman Kennedy had a question about the rate. Councilman Kennedy made a motion to approve Robert W. Baird and Company as the underwriter for the sale of certificates of obligation, series 2022. Seconded by Councilwoman Hargroder. Approved unanimously.

Copy

8. Appoint paying agent in connection with the sale of certificates of obligation, series 2022. Joel Cleveland, Muller Law Group gave an overview of the process of certificates of obligation. The financial advisor will be negotiating on the city's behalf to get the best price for the bonds possible in this deal. The bond purchase agreement will be on the May 23rd special meeting agenda. The closing date is currently scheduled for June 9th. Councilwoman Hargroder made a motion to appoint Bank of New York as the pay agent in connection with the sale of the certificates of obligations, series 2022. Seconded by Councilwoman Murray. Approved unanimously.

9. Consider relocating funds from Veritex Community Bank. Councilwoman Murray made a motion to relocate the funds from Veritex Community Bank. Seconded by Councilwoman Greene-Young. Approved unanimously.

10. The meeting was adjourned by a unanimous vote at 6:26 P.M.

APPROVED THIS 16th DAY OF MAY, 2022.

ATTEST:

Kayleen Rosser, City Secretary	Michael Byrum-Bratsen, Mayor

Copy

ADICO
CONSULTING ENGINEERS

Tuesday, April 26, 2022

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

Re: Meridiana Section 35B Preliminary Plat
Letter of Recommendation to Approve
City of Iowa Colony Project No. 985
Adico, LLC Project No. 16007-2-244

Dear Mr. Sweitzer;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Meridiana Section 35B preliminary plat, received on or about April 26, 2022. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance No. 2019-09 dated August 2002, and as amended.

Based upon on our review, we have no objections to the plat as resubmitted on April 26, 2022. Please provide ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday April 27, 2022, for consideration at the May 3, 2022 Planning and Zoning meeting.

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

Sincerely,
Adico, LLC

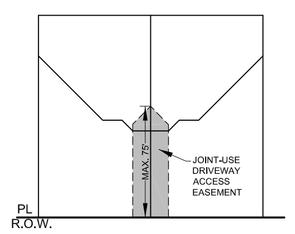
Dinh V. Ho, P.E.
TBPE Firm No. 16423

Copy

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-244

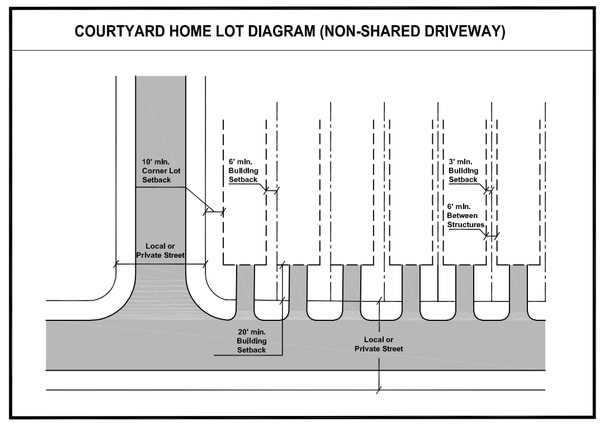
APPROVED, ADICO, LLC, 04262022

TYPICAL SHARED DRIVEWAY



1. Shared driveways are 20 foot wide private driveways on which a maximum of four lots take sole vehicular access.
2. The total length of the shared driveway shall be 75 feet or less as measured along the centerline of the shared driveway starting from the intersection with the public street.
3. The length of a driveway that connects to a shared driveway shall be 25 feet or less as measured from the edge of the shared driveway.
4. Parking is prohibited in shared driveways.
5. A non-exclusive joint-use driveway access easement will be established prior to plat recordation for the owners of the lots that take access from each respective shared driveway.

COURTYARD HOME LOT DIAGRAM (NON-SHARED DRIVEWAY)



CURVE TABLE

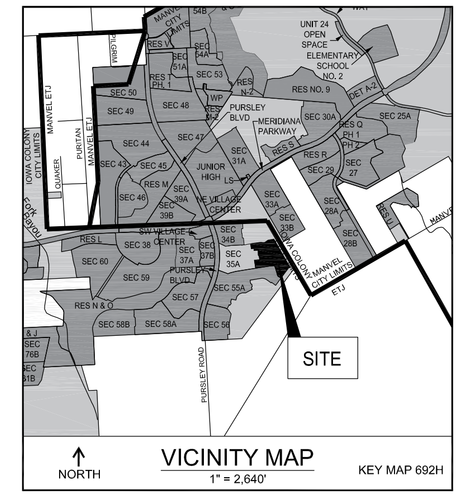
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	60.00'	25.37'	N 28°37'08" E	25.18'
C2	475.00'	67.66'	S 84°06'00" W	67.60'

OFF-STREET GUEST PARKING SPACES

NO. OF PROPOSED LOTS	NO. OF GUEST SPACES REQUIRED	NO. OF GUEST SPACES PROVIDED WITHIN R.O.W.	NO. OF GUEST SPACES PROVIDED OUTSIDE R.O.W.
84	21	23	13

LINE TABLE

LINE	ANGLE	DISTANCE
L1	N 80°30'26" E	39.77'
L2	N 87°43'07" E	56.08'
L3	S 81°10'09" E	27.74'
L4	N 89°02'39" E	56.00'
L5	N 10°02'52" E	80.00'
L6	N 26°45'41" W	30.77'
L7	N 13°06'06" W	55.25'
L8	N 17°14'49" W	65.06'
L9	S 83°25'39" W	29.41'
L10	S 80°52'27" W	0.69'
L11	N 09°07'33" W	14.13'
L12	N 10°05'05" W	61.47'
L13	N 24°22'16" W	62.29'
L14	N 89°49'11" W	1.31'
L15	S 82°01'01" W	28.91'
L16	N 07°58'50" W	50.00'
L17	S 82°01'10" W	64.34'



RESERVE TABLE

RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	2,651.23	0.06
B	PARKING	573.50	0.01
C	PARKING	721.50	0.02
D	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	1,322.45	0.03
E	PARKING	573.50	0.01
F	PARKING	758.60	0.02
G	DRAINAGE, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	71,350.60	1.64
	TOTAL	78,214.79	1.79

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
2. The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 0.9998674285.
3. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0110K and No. 48039C0120K, dated December 30, 2020, the property lies within Unshaded Zone X.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scalling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
4. B.C.C.F. Indicates Brazoria County Clerk's File.
   B.L. Indicates Building Line.
   D.E. indicates Drainage Easement.
   E.A.E. indicates Emergency Access Easement.
   M.H. indicates Manhole.
   NO. indicates Number.
   PG. indicates Page.
   P.A.E. indicates Permanent Access Easement.
   P.O.B. indicates Point of Beginning.
   P.U.E. indicates Public Utility Easement.
   PVT. indicates Private.
   R indicates Radius.
   R.O.W. indicates Right-Of-Way.
   S.S.E. indicates Sanitary Sewer Easement.
   STM.S.E. indicates Storm Sewer Easement.
   U.E. indicates Utility Easement.
   VOL. indicates Volume.
   W.L.E indicates Water Line Easement.
   indicates change in street name.
5. The property subdivided in the foregoing plat lies in Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. No. 55, Alvin Independent School District, and Brazoria County Drainage District #5.
6. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
7. The Developer/Homeowners' Association/Municipal Utility District shall be responsible for maintenance of all reserves.
8. Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
9. 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.
10. 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.
11. Owners do hereby certify that they are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Meridiana Section 35A where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easement shown in said adjacent acreage.
12. This plat is subject to the Development Agreement for Meridiana PUD Amendment No. 4.
13. All front lot maintenance within this section shall be performed by the Homeowners Association per Meridiana PUD Amendment No. 4.
14. A courtyard home that utilizes a shared driveway and has frontage on a public street is prohibited from having fencing that blocks the facade of the home from the street face.
15. If lots do not utilize a shared driveway, lots may have a zero (0) foot side setback on one of the interior lot lines or three (3) feet side setbacks on both sides at the discretion of the developer, but all homes shall be separated by a minimum of six (6) feet.
16. All courtyard home lots shall take access with shared driveways and not public R.O.W.

OWNER CONTACT INFORMATION

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

BENCHMARK(S):

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

P:\081-011-35-02\Plat\PPLAT\Meridiana Section 35B_PPlat_Rev.dwg Apr 19, 2022-3:11pm Edited by: mturcillo

EHRA
10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPLS No. 10072300
ENGINEERING THE FUTURE SINCE 1955

No warranty or representation of intended use, design or specification is made by EHRA for any purpose, project or facilities are subject to change without notice.

EHRA JOB NO.
081-011-35-02

April 7, 2022

Meridiana Section 35B

A Subdivision of 12.31 acres out of the H.T. & B. R.R. Co. Survey,
Section 54, A-514, City of Iowa Colony, Brazoria County, Texas.

84 Lots, 2 Blocks and 7 Reserves
Owner: GR-M1, LTD., a Texas Limited Partnership

ADICO
CONSULTING ENGINEERS

Tuesday, May 10, 2022

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

Re: Meridiana Section 57
Brazoria County Municipal Utility District No. 55
GR-M1, Ltd.
Early Plat Application Request
Letter of Recommendation to Approve
Adico Project No. 21001-021

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has received an Early Plat Application Request (attached) on or about April 26, 2022, from GR-M1, Ltd. for Meridiana Section 57. The Developer is proposing to record the plat in accordance with the City of Iowa Colony Subdivision Ordinance, as amended per Ordinance 2018-30.

Infrastructure construction plans have been approved and construction is currently ongoing. The final plat was approved by Planning and Zoning and City Council in November 2022 meetings.

MERIDIANA SEC 57 EARLY PLAT ESCROW SUMMARY					
Contract	**Contractor**	**Original Contract**	**Change Orders**	**Confirmed Payments**	**Applicable Early Plat Portion**
Water, Sanitary, Drainage and Paving	Rodriguez Construction Group, LLC	$ 1,718,500.00	$ (109,211.02)	$ 1,519,385.33	$ 89,903.65
					$ -
Total Remaining Contract Amount					**$ 89,903.65**
Contingency @ 10%					**$ 8,990.36**
Total Escrow of Cash Deposit due to City (within 10 days of CC approval)					**$ 98,894.01**
Administrative Fee @ 2% of $98,894.01 Due at time of application					***$ 1,977.88***

Copy

GR-M1, Ltd. has provided copies of bid documents, pay estimates, Affidavit of Bills Paid, Waiver and Lien Release upon Partial Payment and payment acknowledgements for this project. Based on our review of the documentation provided, the amount remaining on the current contracts is $89,903.65. Per the Ordinance, a cash deposit of 110% of the remaining construction cost is required to be escrowed with the City. The total cash deposit shall be $98,894.01.

In addition, a 2% administrative fee based on the total cash deposit is required at the time of application submittal. The calculated administrative fee is $1,977.88.

Based on our review of the documents provided, we have no objections to the Early Plat Application Request for Meridiana Section 57. The Developer shall provide the cash deposit in the amount of $98,894.01 to the City within 10 working days from the date of the agreement, if approved by City Council.

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

Sincerely,
Adico, LLC

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

cc: Kayleen Rosser, City Secretary (krosser@iowacolonytx.gov)
Robert Hemminger, City Manager (rhemminger@iowacolonytx.gov)
Larry Boyd, City Attorney (larryboyd@swbell.net)

Meridiana
Unprecedented. Unforgettable.

Mr. Dinh Ho
Addico Engineering LLC
211 E Parkwood Dr
Friendswood, TX 77546

April 26, 2022

Dear Mr. Ho,

I would like to request the early platting of the Meridiana Section 57 subdivision in accordance with 'Section 28 - General Exception for Early Plat Recordation and Early Construction' of the Iowa Colony Subdivision ordinance.

I have included a copy of the most recent pay application and calculated the application fee to be $1,798.07 with a bond amount of $98,894.02. The application fee will be delivered to the city upon your approval of the amount. Please let me know if there is anything else you need at this time and if this item will be included on the May city council agenda.

Copy

Thank you

Brian Aarseth

Brian Aarseth
Project Manager
GR-M1 LTD

MERIDIANA SEC 57 EARLY PLAT ESCROW SUMMARY					
Contract	**Contractor**	**Original Contract**	**Change Orders**	**Confirmed Payments**	**Applicable Early Plat Portion**
Water, Sanitary, Drainage and Paving	Rodriguez Construction Group, LLC	$ 1,718,500.00	$ (109,211.02)	$ 1,519,385.33	$ 89,903.65
					$ -
Total Remaining Contract Amount					**$ 89,903.65**
Contingency @ 10%					**$ 8,990.36**
Total Escrow of Cash Deposit due to City (within 10 days of CC approval)					**$ 98,894.01**
Administrative Fee @ 2% of $98,894.01 Due at time of application					***$ 1,977.88***

	PAY REQUEST NO.	DATE OF PAY REQUEST	PAY EST SUBTOTAL	AMOUNT DUE + 10% CONT	BALANCE
					$ 1,718,500.00
Rodriguez Construction Group, LLC	*Pay Estimate No. 1*	*1/26/2022*	*$ 196,348.00*		*$ 1,522,152.00*
	Pay Estimate No. 2	*2/22/2022*	*$ 597,777.90*		*$ 924,374.10*
	Pay Estimate No.3	*4/12/2022*	*$ 425,707.33*		*$ 498,666.77*
	Pay Estimate No. 4	*4/22/2022*	*$ 299,552.10*		*$ 199,114.67*
	Change Order No. 1	*3/18/2022*	*$ 885.60*		*$ 200,000.27*
	Change Order No. 1	*3/17/2022*	*$ 2,501.82*		*$ 202,502.09*
	Change Order No. 2	*4/12/2022*	*$ 12,722.40*		*$ 215,224.49*
	Change Order No. 3	*4/27/2022*	*$ (125,320.84)*		*$ 89,903.65*
	Balance of Remaining Contract		**$ 89,903.65**	**$ 8,990.37**	**$ 98,894.02**

Copy

ESCROW AMOUNT:						**$ 89,903.65**
CONTINGENCY @ 10%						**$ 8,990.36**
TOTAL ESCROW AND CONTINGENCY DEPOSIT						**$ 98,894.01**
	Date of Request	**Request Subtotal**	**10% Contingency**		**Total Disbursement**	**Remaining Escrow**
TOTALS						

ADICO
CONSULTING ENGINEERS

Tuesday, May 10, 2022

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

Re: Meridiana Section 58A
Brazoria County Municipal Utility District No. 55
GR-M1, Ltd.
Early Plat Application Request
Letter of Recommendation to Approve
Adico Project No. 21001-022

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has received an Early Plat Application Request (attached) on or about April 26, 2022, from GR-M1, Ltd. for Meridiana Section 58A. The Developer is proposing to record the plat in accordance with the City of Iowa Colony Subdivision Ordinance, as amended per Ordinance 2018-30.

Infrastructure construction plans have been approved and construction is currently ongoing. The final plat was approved by Planning and Zoning at the May 3, 2022 meeting and is currently on the City Council agenda for consideration.

MERIDIANA SEC 58A EARLY PLAT ESCROW SUMMARY					
Contract	**Contractor**	**Original Contract**	**Change Orders**	**Confirmed Payments**	**Applicable Early Plat Portion**
Water, Sanitary, Drainage and Paving	R Construction, LLC	$ 2,300,672.00	$ (122,545.05)	$ 1,732,063.46	$ 446,063.49
					$ -
Total Remaining Contract Amount					**$ 446,063.49**
Contingency @ 10%					**$ 44,606.35**
Total Escrow of Cash Deposit due to City (within 10 days of CC approval)					**$ 490,669.84**
Administrative Fee @ 2% of $490,669.84 Due at time of application					***$ 9,813.40***

Copy

GR-M1, Ltd. has provided copies of bid documents, pay estimates, Affidavit of Bills Paid, Waiver and Lien Release upon Partial Payment and payment acknowledgements for this project. Based on our review of the documentation provided, the amount remaining on the current contracts is $446,063.49. Per the Ordinance, a cash deposit of 110% of the remaining construction cost is required to be escrowed with the City. The total cash deposit shall be $490,669.84.

In addition, a 2% administrative fee based on the total cash deposit is required at the time of application submittal. The calculated administrative fee is $9,813.40.

Based on our review of the documents provided, we have no objections to the Early Plat Application Request for Meridiana Section 58A. The Developer shall provide the cash deposit in the amount of $490,669.84 to the City within 10 working days from the date of the agreement, if approved by City Council.

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

Sincerely,
Adico, LLC

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

cc: Kayleen Rosser, City Secretary (krosser@iowacolonytx.gov)
Robert Hemminger, City Manager (rhemminger@iowacolonytx.gov)
Larry Boyd, City Attorney (larryboyd@swbell.net)

Meridiana
Unprecedented. Unforgettable.

Mr. Dinh Ho
Addico Engineering LLC
211 E Parkwood Dr
Friendswood, TX 77546

April 26, 2022

Dear Mr. Ho,

I would like to request the early platting of the Meridiana Section 58A subdivision in accordance with 'Section 28 - General Exception for Early Plat Recordation and Early Construction' of the Iowa Colony Subdivision ordinance.

I have included a copy of the most recent pay application and calculated the application fee to be $8,921.27 with a bond amount of $490,669.84. The application fee will be delivered to the city upon your approval of the amount. Please let me know if there is anything else you need at this time and if this item will be included on the May city council agenda.

Copy

Thank you

Brian Aarseth

Brian Aarseth
Project Manager
GR-M1 LTD

MERIDIANA SEC 58A EARLY PLAT ESCROW SUMMARY						
Contract	**Contractor**	**Original Contract**	**Change Orders**	**Confirmed Payments**	**Applicable Early Plat Portion**	
Water, Sanitary, Drainage and Paving	R Construction, LLC	$ 2,300,672.00	$ (122,545.05)	$ 1,732,063.46	$ 446,063.49	$ 2,178,126.95
					$ -	
Total Remaining Contract Amount					**$ 446,063.49**	
Contingency @ 10%					**$ 44,606.35**	
Total Escrow of Cash Deposit due to City (within 10 days of CC approval)					**$ 490,669.84**	
Administrative Fee @ 2% of $490,669.84 Due at time of application					***$ 9,813.40***	

	PAY REQUEST NO.	DATE OF PAY REQUEST	PAY EST SUBTOTAL		AMOUNT DUE + 10% CONT	BALANCE
						$ 2,300,672.00
Rodriguez Construction Group, LLC	*Pay Estimate No. 1*	*2/15/2022*	*$ 208,550.25*			*$ 2,092,121.75*
	Pay Estimate No. 2	*3/21/2022*	*$ 896,759.55*			*$ 1,195,362.20*
	Pay Estimate No.3	*4/22/2022*	*$ 626,753.66*			*$ 568,608.54*
	Change Order No. 1	*3/21/2022*	*$ 15,732.00*			*$ 584,340.54*
	Change Order No. 2	*5/5/2022*	*$ (138,277.05)*			*$ 446,063.49*
	Balance of Remaining Contract			**$ 446,063.49**	**$ 44,606.35**	***$ 490,669.84***

Copy

ESCROW AMOUNT:						**$ 446,063.49**
CONTINGENCY @ 10%						**$ 44,606.35**
TOTAL ESCROW AND CONTINGENCY DEPOSIT						**$ 490,669.84**
	Date of Request	**Request Subtotal**	**10% Contingency**		**Total Disbursement**	**Remaining Escrow**
TOTALS						

ADICO
CONSULTING ENGINEERS

Tuesday, April 26, 2022

Carol Redd
EHRA Inc.
10555 Westoffice Dr.
Houston, TX 77042

Re: Meridiana Section 58A Final Plat
Letter of Recommendation to Approve
City of Iowa Colony Project No. SFP 210809-1010
Adico, LLC Project No. 16007-2-211

Dear Ms. Redd;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Meridiana Section 58A final plat, received on or about April 22, 2022. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance No. 2019-09 dated August 2002, and as amended.

Based upon on our review, we have no objections to the final plat as resubmitted on April 22, 2022. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday April 27, 2022, for consideration at the May 3, 2022 Planning and Zoning meeting.

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

Copy

Sincerely,
Adico, LLC

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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-211

E4233

APPROVED, ADICO, LLC, 04262022

METES AND BOUNDS DESCRIPTION
MERIDIANA SECTION 58A
BEING A 20.71 ACRE TRACT OF LAND SITUATED IN
THE H. T. & B. R.R. COMPANY SURVEY, SECTION 53, ABSTRACT NO. 287
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 20.71 ACRE TRACT OF LAND IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 53, ABSTRACT 287, BRAZORIA COUNTY, TEXAS, BEING OUT OF THAT CERTAIN TRACT OF LAND CONVEYED TO GR-M1, LTD. CALLED 162.47 ACRES RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2006030311; SAID 20.71 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS):

COMMENCING at a 5/8-inch iron rod found marking the southwesterly corner of said called 162.47 acre tract of land;

THENCE, North 87°23'00" East, along the southerly line of said 162.47 acre tract for a distance of 23.49 feet to a concrete monument found for an angle point in the easterly line of Meridiana Detention Reserve N & O as recorded under B.C.C.F. No. 2020045815;

THENCE, North 87°16'49" East, continuing along the southerly line of said 162.47 acre tract for a distance of 1,019.41 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southwesterly and POINT OF BEGINNING of the herein described tract of land;

1) THENCE, North 02°43'11" West, for a distance of 195.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

2) THENCE, North 87°16'49" East, for a distance of 1.45 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for curvature;

3) THENCE, in a northeasterly direction along the arc of said curve to the left having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing of North 42°16'49" East, for a distance of 35.36 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;

4) THENCE, North 02°43'11" West, for a distance of 190.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for curvature;

5) THENCE, in a northwesterly direction along the arc of said curve to the left having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing of North 47°43'11" West, for a distance of 35.36 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

6) THENCE, North 02°43'11" West, for a distance of 50.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

7) THENCE, North 87°16'49" East, for a distance of 4.53 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

8) THENCE, North 02°43'11" West, for a distance of 127.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northwesterly corner of the herein described tract and being in the southerly line of said Meridiana Detention Reserve N & O;

9) THENCE, North 87°16'49" East, along the southerly line of said Detention Reserve N & O for a distance of 298.83 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

10) THENCE, North 77°10'17" East, continuing along the southerly line of said Detention Reserve N & O for a distance of 151.63 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

11) THENCE, North 42°52'35" East, continuing along the southerly line of said Detention Reserve N & O for a distance of 172.93 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking an angle point;

12) THENCE, North 66°06'22" East, continuing along the southerly line of said Detention Reserve N & O for a distance of 118.57 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the northerly corner of the herein described tract;

13) THENCE, South 36°14'48" East, for a distance of 164.78 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

14) THENCE, South 46°23'15" East, for a distance of 24.03 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

15) THENCE, South 36°42'32" East, for a distance of 112.64 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

16) THENCE, South 33°39'17" East, for a distance of 132.05 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

17) THENCE, South 39°18'00" East, for a distance of 89.94 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

18) THENCE, South 79°20'24" East, for a distance of 123.14 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

19) THENCE, North 48°14'55" East, for a distance of 140.26 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

20) THENCE, North 36°35'54" East, for a distance of 79.30 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

21) THENCE, North 43°20'41" East, for a distance of 51.47 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

22) THENCE, North 55°03'39" East, for a distance of 49.23 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

23) THENCE, North 71°42'47" East, for a distance of 49.23 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

24) THENCE, North 88°21'54" East, for a distance of 49.23 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for corner;

25) THENCE, South 69°45'34" East, for a distance of 203.78 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northeasterly corner of the herein described tract being in the arc of a curve to the left;

26) THENCE, in a southerly direction along the arc of said curve to the left having a radius of 1,810.00 feet, a central angle of 12°55'06", an arc length of 408.09 feet, and a chord bearing of South 03°37'16" West, for a distance of 407.23 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;

27) THENCE, South 02°50'17" East, for a distance of 80.01 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southeasterly corner of the herein described tract being in the southerly line of the aforementioned 162.47 acre tract;

28) THENCE, South 87°16'49" West, along the southerly line of said 162.47 acre tract for a distance of 1,577.44 feet to the POINT OF BEGINNING and containing 20.71 acres of land.

STATE OF TEXAS:

COUNTY OF BRAZORIA:

We, GR-M1, LTD., a Texas Limited Partnership, acting by and through Matt Lawson, President of Rise Communities, LLC, A Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, owner of the property subdivided in this plat, MERIDIANA SECTION 58A, do hereby make subdivision of said property for and on behalf of said GR-M1, LTD., a Texas Limited Partnership, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

IN TESTIMONY WHEREOF, GR-M1, LTD., a Texas limited partnership, has caused these presents to be signed by Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, thereunto authorized, this _____ day of _____, 2021.

OWNER

GR-M1, LTD., A Texas Limited Partnership
By: Rise Communities, LLC,
A Nevada Limited Liability Company,
Authorized Agent

BY: _____

Print Name: Matt Lawson

Title: President

STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

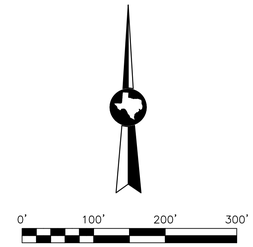
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2021.

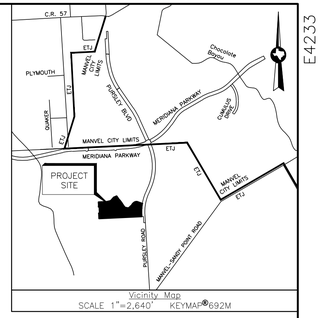
_____
Notary Public in and for the
State of Texas
My Notary Commission Expires_____

Copy

I, Robert Boelsche, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five-eighths of one inch (5/8) inch and a length of not less than three (3) feet.

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





Vicinity Map
SCALE 1"=2,640' KEYMAP®692M

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL	PLANNING AND ZONING COMMISSION APPROVAL
Michael Byrum-Bratsen, Mayor	David Hurst, Chairman Planning and Zoning Commission
Sydney Hargroder, Council Member	Les Hosey Planning and Zoning Commission Member
Arnetta Hicks-Murray, Council Member	Steven Byrum-Bratsen Planning and Zoning Commission Member
Marquette Greene-Young, Council Member	Brian Johnson Planning and Zoning Commission Member
Wil Kennedy, Council Member	Tim Varlack Planning and Zoning Commission Member
Chad Wilsey, Council Member	McLean Barnett Planning and Zoning Commission Member
Dinh Ho, P.E., City Engineer	Terry Hayes Planning and Zoning Commission Member
Date	Date

FINAL PLAT
MERIDIANA SECTION 58A

BEING A SUBDIVISION OF 20.71 ACRES OUT OF THE
H. T. & B. R.R. CO. SURVEY, SECTION 53, ABSTRACT 287,
IN THE CITY OF IOWA COLONY,
IN BRAZORIA COUNTY, TEXAS.

82 LOTS 3 BLOCKS 3 RESERVES

OWNER

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

AUGUST, 2021

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE
SINCE 1936

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

JOB NO. 081-011-58

PATH:R:\2008\081-011-58\DOCS\PLATTING\58A\MERIDIANA SECTION 58 A FOR RESUBMITTAL 04222022 BY:SVJ DATE:2021-07-01

E4233

APPROVED, ADICO, LLC, 04262022

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

2. All boundary corners for the plat shown hereon are set 5/8–inch iron rods 36–inches in length with cap stamped "E.H.R.A. 713–784–4500" set in concrete, unless otherwise noted.

3. A– indicates Abstract
   AC. indicates Acres
   B.C.C.F. indicates Brazoria County Clerk's File
   B.C.P.R. indicates Brazoria County Plat Records
   B.L. indicates Building Line
   CONC. MON. indicates Concrete Monument
   E.A.E. Emergency Access Easement
   FND. indicates Found
   I.R. indicates Iron Rod
   VOL. indicates Volume
   PG. indicates Page
   P.O.B. indicates Point Of Beginning
   P.O.C. indicates Point Of Commencing
   P.U.E. indicates Public Utility Easement
   R.O.W. indicates Right of Way
   SQ. FT. indicates Square Feet
   U.E. indicates Utility Easement
   W.L.E. indicates Water Line Easement
   (F) indicates found 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500"
   (S) indicates set 5/8–inch capped iron rod stamped "E.H.R.A. 713–784–4500"
   indicates Change of Street Name

4. The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 55, and Brazoria County Drainage District #5 (B.D.D.#5).

5. The boundary for this plat has a closure in excess of 1:15,000.

6. The terms and conditions of Amendment #1 of the City of Iowa Colony Ordinance #2007–7 may affect this plat. This plat is in conformance with Meridiana PUD Amendment No. 3.

7. No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.

8. This final plat will expire two (2) years after final approval by City Council if construction of the improvements has not commenced within the two–year initial period or the one–year extension period granted by City Council.

9. All water and wastewater facilities shall conform to the city's design criteria.

10. This plat is subject to the conditions and restrictions of the Meridiana PUD Agreement, No. 3 as approved January 23, 2017.

11. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K dated December 30, 2020. The subject property shown hereon lies within Unshaded Zone "X" (areas determined to be outside of the 500–year flood plain).

    This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man–made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

12. All sidewalks shall be a minimum of 4' wide and built in accordance to the Meridiana Planned Unit Development District Amendment #3 of the City of Iowa Colony Ordinance #2017–02.

13. No more than thirty–five (35) homes will be constructed in this section prior to the recordation of Meridiana Section 57.

14. Developer/HOA shall be responsible for maintenance of all restricted reserves.

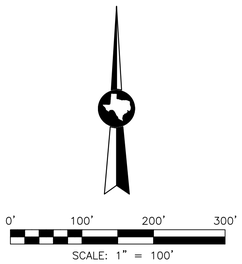
15. All fourteen (14) foot wide Utility Easements extend seven (7) feet on each side of the common line, unless otherwise indicated.

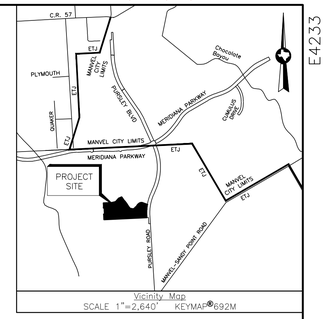
16. One–foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one–foot reserves shall thereupon become vested in the public for street right–of–way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors (Where applicable).

17. The emergency access provided must be 24 feet in width and have a traffic load rating of H–20 as specified by the American Association of State and Highway Officials (AASHTO).

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 02°43'11" W	195.00'
L2	N 87°16'49" E	1.45'
L3	N 02°43'11" W	190.00'
L4	N 02°43'11" W	50.00'
L5	N 87°16'49" E	4.53'
L6	N 02°43'11" W	127.00'
L7	N 77°10'17" E	151.63'
L8	N 42°52'35" E	172.93'
L9	N 66°06'22" E	118.57'
L10	S 36°14'48" E	164.78'
L11	S 46°23'15" E	24.03'
L12	S 36°42'32" E	112.64'
L13	S 33°39'17" E	132.05'
L14	S 39°18'00" E	89.94'
L15	S 79°20'24" E	123.14'
L16	N 48°14'55" E	140.26'
L17	N 36°35'54" E	79.30'
L18	N 43°20'41" E	51.47'
L19	N 55°03'39" E	49.23'
L20	N 71°42'47" E	49.23'
L21	N 88°21'54" E	49.23'
L22	S 02°50'17" E	80.01'
L23	N 46°35'21" E	3.67'
L24	S 06°02'12" E	5.96'
L25	N 43°08'09" E	57.17'
L26	S 82°46'20" W	58.41'
L27	N 07°13'40" W	28.03'
L28	N 51°58'43" E	57.72'
L29	N 07°50'02" E	20.00'
L30	S 22°55'47" E	89.29'
L31	S 64°21'13" E	20.00'
L32	N 87°23'00" E	23.49'
L33	N 72°33'39" E	49.18'
L34	N 56°20'43" E	41.79'
L35	S 84°30'20" E	60.00'
L36	S 71°45'23" E	78.81'
L37	S 85°11'48" E	37.50'
L38	N 85°11'48" W	34.29'
L39	S 00°01'46" E	104.26'
L40	N 79°44'04" W	11.64'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	90°00'00"	39.27'	N 42°16'49" E	35.36'
C2	25.00'	90°00'00"	39.27'	N 47°43'11" W	35.36'
C3	1810.00'	12°55'06"	408.09'	S 03°31'16" W	407.23'
C4	300.00'	40°41'28"	213.06'	N 66°56'05" E	208.61'
C5	50.00'	85°58'34"	75.03'	N 89°34'59" E	68.18'
C6	300.00'	13°46'47"	72.15'	S 40°32'47" E	71.99'
C7	250.00'	103°12'34"	450.34'	S 85°15'34" E	391.87'
C8	250.00'	52°21'31"	228.46'	N 69°18'55" E	220.59'
C9	500.00'	3°02'37"	26.56'	N 08°44'59" W	26.56'
C10	450.00'	35°18'06"	277.26'	N 69°37'46" E	272.89'
C11	275.00'	39°07'20"	187.77'	N 67°43'09" E	184.15'
C12	25.00'	31°21'05"	13.68'	N 32°28'56" E	13.51'
C13	50.00'	135°04'25"	117.87'	N 84°20'36" E	92.41'
C14	25.00'	20°39'44"	9.02'	S 38°27'03" E	8.97'
C15	325.00'	15°07'39"	85.81'	S 41°13'06" E	85.56'
C16	225.00'	103°12'34"	405.30'	S 85°15'34" E	352.69'
C17	275.00'	22°12'11"	106.57'	N 54°14'14" E	105.90'
C18	25.00'	69°21'37"	30.26'	N 30°39'31" E	28.45'
C19	50.00'	154°41'09"	134.99'	N 73°19'17" E	97.57'
C20	25.00'	57°55'51"	25.28'	S 58°18'04" E	24.21'
C21	290.00'	2°45'40"	13.97'	S 85°53'09" E	13.97'
C22	25.00'	87°58'12"	38.38'	N 51°30'34" E	34.72'
C23	25.00'	87°58'12"	38.38'	N 40°31'14" W	34.72'
C24	25.00'	105°45'58"	46.15'	S 42°36'41" W	39.87'
C25	25.00'	94°41'25"	41.32'	S 57°37'00" E	36.77'
C26	50.00'	224°37'33"	196.02'	S 07°21'04" W	92.51'
C27	25.00'	35°39'31"	15.56'	N 78°09'54" W	15.31'
C28	50.00'	117°45'15"	102.76'	N 37°07'02" W	85.61'
C29	25.00'	37°01'53"	13.98'	N 05°44'39" E	13.80'
C30	25.00'	104°28'39"	45.59'	N 62°30'37" W	39.53'
C31	225.00'	22°06'55"	86.85'	S 54°11'36" W	86.31'
C32	275.00'	89°14'55"	428.36'	S 87°45'57" W	386.35'
C33	25.00'	80°24'21"	35.08'	N 87°49'07" W	32.27'
C34	475.00'	35°18'06"	292.66'	S 69°37'46" W	288.06'
C35	425.00'	35°18'06"	261.86'	S 69°37'46" W	257.73'
C36	25.00'	90°00'00"	39.27'	N 47°43'11" W	35.36'
C37	25.00'	90°00'00"	39.27'	N 42°16'49" E	35.36'
C38	325.00'	40°41'28"	230.81'	N 66°56'05" E	225.99'
C39	25.00'	85°58'34"	37.51'	N 89°34'59" E	34.09'
C40	275.00'	13°46'47"	66.14'	S 40°32'41" E	65.98'
C41	25.00'	85°38'00"	37.36'	S 09°09'43" W	33.98'
C42	1750.00'	8°19'58"	254.51'	N 01°19'41" E	254.28'





BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. Slab elevations (finished floor) shall be a minimum of 2 feet above finished grade.
2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
3. All property shall drain into the drainage easement only through an approved drainage structure.
4. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
5. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.
6. This rural subdivision employs a natural drainage system, which is intended to provide drainage for the subdivision that is similar to that which existed under pre–development conditions. Thus, during large storm events, ponding of water should be expected to occur in the subdivision to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
7. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
8. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.
9. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.
10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both side slopes and channel bottom and 45 feet of bank on the opposite bank.
11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007–06 & 2007–07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
12. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007–08).
13. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).
14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
15. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.
16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District # 5 "dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.
17. Project field start–up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub–Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011–1, allowable time(s) and procedures for starting–up approved projects.

FINAL PLAT
MERIDIANA SECTION 58A

BEING A SUBDIVISION OF 20.71 ACRES OUT OF THE
H. T. & B. R.R. CO. SURVEY, SECTION 53, ABSTRACT 287,
IN THE CITY OF IOWA COLONY,
IN BRAZORIA COUNTY, TEXAS.

82 LOTS 3 BLOCKS 3 RESERVES

OWNER

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

AUGUST, 2021

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
A	LANDSCAPE, OPEN SPACE AND UTILITY PURPOSES	6,089 SQ.FT. / 0.1398 ACRES
B	LANDSCAPE, OPEN SPACE AND UTILITY PURPOSES	36,312 SQ.FT. / 0.8336 ACRES
C	LANDSCAPE, OPEN SPACE AND UTILITY PURPOSES	3,032 SQ.FT. / 0.0696 ACRES
TOTAL		45,433 SQ.FT. / 1.043 ACRES

BENCHMARK:

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

ADICO
CONSULTING ENGINEERS

Tuesday, April 26, 2022

Carol Redd
EHRA Inc.
10555 Westoffice Dr.
Houston, TX 77042

Re: Meridiana Detention Reserve "P" Final Plat
Letter of Recommendation to Approve
City of Iowa Colony Project No. SFP 210809-1009
Adico, LLC Project No. 16007-2-214

Dear Ms. Redd;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Meridiana Detention Reserve "P" Final Plat, received on or about April 22, 2022. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance No. 2019-09 dated August 2002, and as amended.

Based upon on our review, we have no objections to the final plat as resubmitted on April 22, 2022. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday April 27, 2022, for consideration at the May 3, 2022 Planning and Zoning meeting.

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

Copy

Sincerely,
Adico, LLC

Dinh Ho, P.E.

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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-214

E4227

APPROVED, ADICO, LLC, 04262022

METES AND BOUNDS DESCRIPTION
MERIDIANA
DETENTION RESERVE P
BEING A 23.86 ACRE TRACT OF LAND SITUATED IN
THE H. T. & B. R.R. COMPANY SURVEY, SECTION 53, ABSTRACT NO. 287
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 23.86 ACRE TRACT OF LAND IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 53, ABSTRACT 287, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF A CALLED 40.1095 ACRE TRACT OF LAND DESCRIBED IN DEED TO GR-M1, LTD. RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2015050541, AND BEING A PORTION OF A 59.855 ACRE TRACT RECORDED UNDER B.C.C.F. NO. 2015050942; THE SAID 23.86 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the northeasterly corner of the herein described tract in the common line of the H. T. & B. R.R. Co. Survey, Section 54, Abstract 514 and the H. T. & B. R.R. Co. Survey, Section 53, Abstract 287, also being within County Road 786 (also known as Pursley Road 80 foot wide) recorded in Volume 23, Page 77-82 of the Brazoria County Plat Records (B.C.P.R.);

1) THENCE, South 02°50'17" East, along the easterly line of said 40.1095 acre tract for a distance of 330.30 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southeasterly corner of the herein described tract;

2) THENCE, South 87°15'39" West, along the southerly line of said 40.1095 acre tract for a distance of 2,839.63 feet a point for corner in the centerline of the West Fork of Chocolate Bayou marking an internal corner of the Alvin District Stadium No. 2 as per plat recorded in B.C.P.R. 2017021034;

3) THENCE, North 16°24'49" West, along the easterly line of said Alvin District Stadium No. 2 with the centerline of the West Fork of Chocolate Bayou for a distance of 646.22 feet to the northeasterly corner of said Alvin District Stadium No. 2 in the southerly line of said Restricted Reserve "C" of Meridiana Detention Reserve N & O as per plat recorded under B.C.C.F. No. 2020045815;

4) THENCE, North 87°15'56" East, along the southerly line of said Detention Reserve N & O for a distance of 331.99 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the most northerly northeast corner of the herein described tract in the easterly line of the said 59.855 acre tract and the westerly line of Lot 21 of Bayou Colony as per plat recorded in Volume 16, Page 311 of the B.C.P.R.;

5) THENCE, South 02°54'42" East, along the easterly line of said 59.855 acre tract for a distance of 297.37 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found in the northerly line of said 40.1095 acre tract marking the southwesterly corner of Lot 22 and Lot 23 of said Bayou Colony, from which a concrete monument found bears North 0.85 feet;

6) THENCE, North 87°15'56" East, along the northerly line of said 40.1095 acre tract for a distance of 2,658.95 feet to the POINT OF BEGINNING and containing 23.86 acres of land.

STATE OF TEXAS:

COUNTY OF BRAZORIA:

We, GR-M1, LTD., a Texas Limited Partnership, acting by and through Matt Lawson, President of Rise Communities, LLC, A Nevada Limited Liability Company, its Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, owner of the property subdivided in this plat, MERIDIANA DETENTION RESERVE P, do hereby make subdivision of said property for and on behalf of said GR-M1, LTD., a Texas Limited Partnership, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

IN TESTIMONY WHEREOF, GR-M1, LTD., a Texas limited partnership, has caused these presents to be signed by Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, thereunto authorized by this ____ day of _____ 2021.

OWNER

GR-M1, LTD., A Texas Limited Partnership
By: Rise Communities, LLC,
A Nevada Limited Liability Company,
Authorized Agent

BY:_____

Print Name: Matt Lawson

Title: President

STATE OF TEXAS ⧖

COUNTY OF HARRIS ⧖

BEFORE ME, the undersigned authority, on this day personally appeared Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

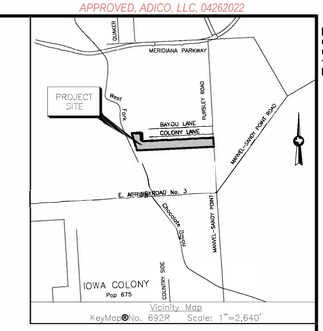
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____. 2021.

_____
Notary Public in and for the
State of Texas
My Notary Commission Expires_____

Copy

I, Robert Boelsche, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five-eighths of one inch (5/8) inch and a length of not less than three (3) feet.

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



Vicinity Map
KeyMap® No. 6928 Scale: 1"=2,640'

E4227

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL	PLANNING AND ZONING COMMISSION APPROVAL
Michael Byrum-Bratsen, Mayor	David Hurst, Chairman Planning and Zoning Commission
Sydney Hargroder, Council Member	Les Hosey Planning and Zoning Commission Member
Arnetta Hicks-Murray, Council Member	Steven Byrum-Bratsen Planning and Zoning Commission Member
Marquette Greene-Young, Council Member	Brian Johnson Planning and Zoning Commission Member
Wil Kennedy, Council Member	Tim Varlack Planning and Zoning Commission Member
Chad Wilsey, Council Member	McLean Barnett Planning and Zoning Commission Member
Dinh Ho, P.E., City Engineer	Terry Hayes Planning and Zoning Commission Member
Date	Date

FINAL PLAT
MERIDIANA
DETENTION RESERVE P

BEING A SUBDIVISION OF 23.86 ACRES OUT OF THE H. T. & B. R.R. CO. SURVEY, SECTION 53, ABSTRACT 287, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

1 BLOCK 2 RESERVES

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

AUGUST, 2021

EHRA
ENGINEERING THE FUTURE
SINCE 1936

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

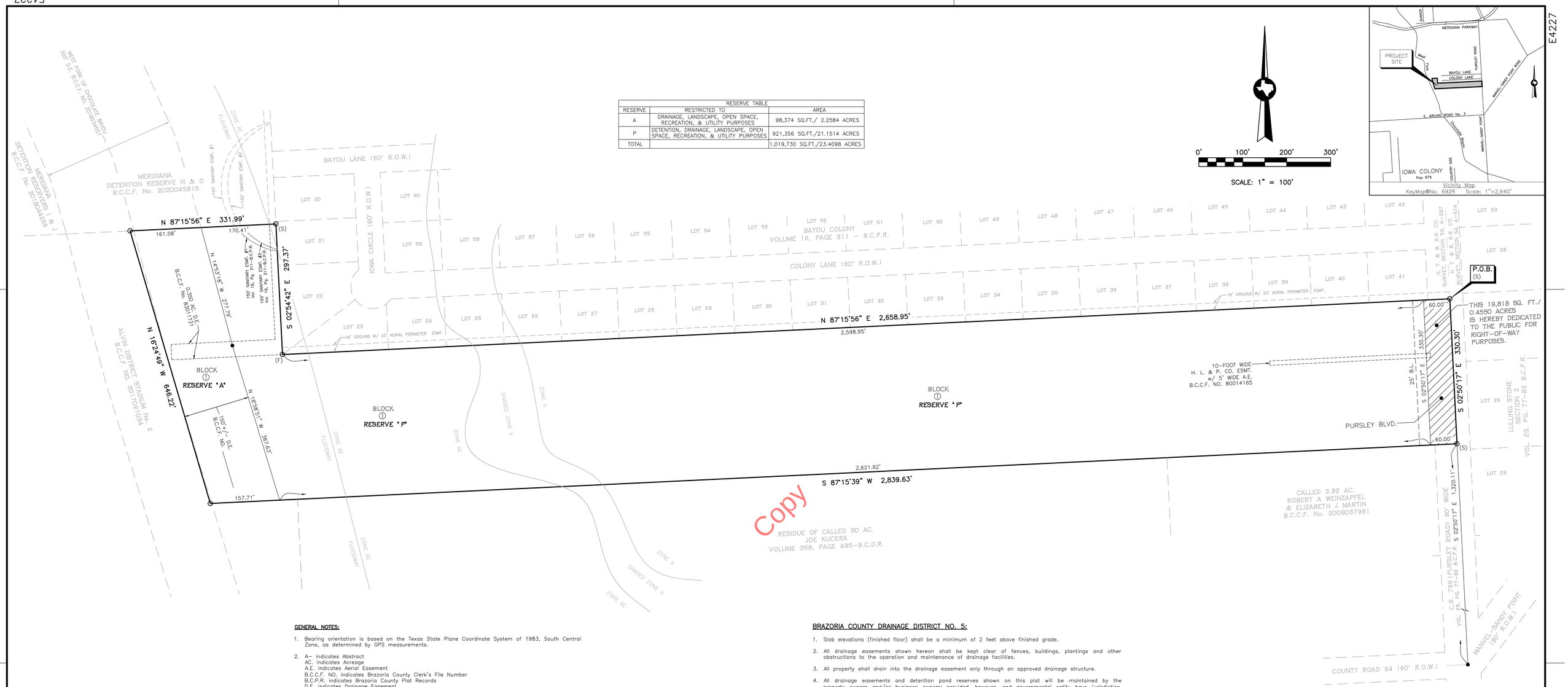
JOB NO. 081-011-118

PATH:R:\2008\081-011-118\DRAWING\PLAT\081011118V-FP01-DET-P BY:SVJ DATE:2021-06-29

E4227

APPROVED, ADICO, LLC, 04262022

RESERVE TABLE		
RESERVE	RESTRICTED TO	AREA
A	DRAINAGE, LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	98,374 SQ.FT./ 2.2584 ACRES
P	DETENTION, DRAINAGE, LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	921,356 SQ.FT./21.1514 ACRES
TOTAL		1,019,730 SQ.FT./23.4098 ACRES



GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.

2. A– indicates Abstract
   AC. indicates Acreage
   A.E. indicates Aerial Easement
   B.C.C.F. NO. indicates Brazoria County Clerk's File Number
   B.C.P.R. indicates Brazoria County Plat Records
   D.E. indicates Drainage Easement
   B.L. indicates Building Line
   ESMT. indicates Easement
   P.O.B indicates Point Of Beginning
   R.O.W. indicates Right of Way
   SQ. FT. indicates Square Feet
   (F) indicates a found 5/8–inch Capped Iron Rod "EHRA 713–784–4500"
   (S) indicates a found 5/8–inch Capped Iron Rod "EHRA 713–784–4500"

3. The property subdivided in the foregoing plat lies within Brazoria County, the City of Iowa Colony, Brazoria County M.U.D. 55, and Brazoria County Drainage District #5 (B.D.D.#5).

4. The boundary for this plat has a closure in excess of 1:15,000.

5. The terms and conditions of Amendment #1 of the City of Iowa Colony Ordinance #2007–7 may affect this plat. This plat is in conformance with Meridiana PUD Amendment No. 3.

6. No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.

7. This final plat will expire two (2) years after final approval by City Council if construction of the improvements has not commenced within the two–year initial period or the one–year extension period granted by City Council.

8. Sidewalks will be required along all roadway frontage within the ETJ. Sidewalks shall be a minimum of 5' in width.

9. Water and sanitary sewer service will be provided by Brazoria County M.U.D. No. 55.

10. All water and wastewater facilities shall conform to the city's design criteria.

11. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0120K, dated December 30, 2020. The easterly portion of the property lies within Unshaded "Zone X" (areas determined to be outside of the 500–year flood plain), portions of the property lie within shaded "Zone X" (areas determined to be subject to the 500–year floodplain), a portion of the property lies within "Zone AE" (areas determined to be subject to the 100–year flood plain with base flood elevations determined) and a portion of the property lies with the Floodway (the channel of a stream plus any adjacent floodplain area that must be kept free of encroachment).

    This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man–made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

13. All corners of the subject tract are marked with 5/8" capped iron rods stamped "E.H.R.A. 713–784–4500", unless otherwise noted.

BENCHMARK:

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

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. Slab elevations (finished floor) shall be a minimum of 2 feet above finished grade.

2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.

3. All property shall drain into the drainage easement only through an approved drainage structure.

4. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.

5. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.

6. This rural commercial site employs a natural drainage system, which is intended to provide drainage for the site that is similar to that which existed under pre–development conditions. Thus, during large storm events, ponding of water should be expected to occur on the site to the extent it may have prior to development, but such ponding should not remain for an extended period of time.

7. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.

8. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.

9. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.

10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both ditch side slopes and channel bottom and 45 feet of bank on the opposite bank.

11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007–06 & 2007–07). Access will be gated and locked with Brazoria County Drainage District #5's lock.

12. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007–08).

13. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).

14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.

15. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.

16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District #5 "Dedicated" drainage easements are on or cross their property. If so, the property owner will comply as stated within the recorded easement.

17. Project field start–up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub–Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011–1, allowable time(s) and procedures for starting–up approved projects.

FINAL PLAT
MERIDIANA
DETENTION RESERVE P

BEING A SUBDIVISION OF 23.86 ACRES OUT OF THE H. T. & B. R.R. CO. SURVEY, SECTION 53, ABSTRACT 287, CITY OF IOWA COLONY, BRAZORIA COUNTY, TEXAS.

1 BLOCK 2 RESERVES

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

AUGUST, 2021

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

JOB NO. 081–011–118

PATH:R:\2008\081–011–118\DRAWING\PLAT\081011118V–FP01–DET–P BY:SVJ DATE:2021–06–29

ADICO
CONSULTING ENGINEERS

Tuesday, April 26, 2022

Carol Redd
EHRA Inc.
10555 Westoffice Dr.
Houston, TX 77042

Re: Meridiana Pursley Boulevard Phase 6A Final Plat
Letter of Recommendation to Approve
City of Iowa Colony Project No. SFP 210809-1007
Adico, LLC Project No. 16007-2-212

Dear Ms. Redd;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Meridiana Pursley Boulevard Phase 6A Final Plat, received on or about April 22, 2022. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance No. 2019-09 dated August 2002, and as amended.

Based upon on our review, we have no objections to the final plat as resubmitted on April 22, 2022. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday April 27, 2022, for consideration at the May 3, 2022 Planning and Zoning meeting.

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

Copy

Sincerely,
Adico, LLC

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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-212

APPROVED, ADICO, LLC, 04262022

E4226

STATE OF TEXAS ⧚

COUNTY OF BRAZORIA ⧚

We, GR-M1, LTD., a Texas Limited Partnership, acting by and through Matt Lawson, President of Rise Communities, LLC, A Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, owner of the property subdivided in this plat, MERIDIANA PURSLEY BOULEVARD PHASE 6A, do hereby make subdivision of said property for and on behalf of said GR-M1, LTD., a Texas Limited Partnership, according to the lines, lots, building lines, streets, alleys, parks and easements as shown hereon and dedicate for public use, the streets, alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

IN TESTIMONY WHEREOF, GR-M1, LTD., a Texas limited partnership, has caused these presents to be signed by Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, thereunto authorized, this _____ day of _____, 2022.

OWNER

GR-M1, LTD., A Texas Limited Partnership
By: Rise Communities, LLC,
A Nevada Limited Liability Company,
Authorized Agent

BY: _____

Print Name: Matt Lawson

Title: President

STATE OF TEXAS ⧚

COUNTY OF HARRIS ⧚

BEFORE ME, the undersigned authority, on this day personally appeared Matt Lawson, President of Rise Communities, LLC, a Nevada Limited Liability Company, Authorized Agent for GR-M1, LTD., a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2022.

_____

Notary Public in and for the
State of Texas
My Notary Commission Expires_____

I, Robert Boelsche, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron rods having an outside diameter of not less than five-eighths of one inch (5/8) inch and a length of not less than three (3) feet.

_____

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

METES AND BOUNDS DESCRIPTION
MERIDIANA
PURSLEY BOULEVARD PHASE 6A
BEING A 7.84 ACRE TRACT OF LAND SITUATED IN
THE H. T. & B. R.R. COMPANY SURVEY, SECTION 53, ABSTRACT NO. 287 AND
THE H. T. & B. R.R. COMPANY SURVEY, SECTION 54, ABSTRACT NO. 514
BRAZORIA COUNTY, TEXAS

A DESCRIPTION OF A 7.84 ACRE TRACT OF LAND IN THE H. T. & B. R.R. COMPANY SURVEY, SECTION 53, ABSTRACT 287 AND THE H. T. & B. R.R. COMPANY SURVEY, SECTION 54, ABSTRACT 514, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF A CALLED 120.58 ACRE TRACT OF LAND DESCRIBED IN DEED TO GR-M1, LTD. RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER (B.C.C.F. NO.) 2006048994, AND BEING A SOUTHEASTERLY PORTION OF A 162.47 ACRE TRACT RECORDED UNDER B.C.C.F. NO. 2006030311; THE SAID 7.84 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking a southerly corner of Meridiana Parkway East Phase 3 (variable width) as recorded under B.C.C.F. No. 2020044096 and the northwesterly corner of the herein described tract;

1) THENCE, North 66°22'08" East, along the southerly line of said Meridiana Parkway East Phase 3 for a distance of 52.37 feet to the common corner of Meridiana Parkway East Phase 3 and Meridiana Parkway Phase 4 as recorded under B.C.C.F. No. 2020024860;

2) THENCE, North 87°19'17" East, for a distance of 72.24 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set in the arc of a non-tangent curve to the right;

3) THENCE, in a southerly direction along the arc of said non-tangent curve to the right having a radius of 2,060.00 feet, a central angle of 46°06'05", an arc length of 1,657.52 feet, and a chord bearing of South 00°08'18" West, for a distance of 1,613.17 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;

4) THENCE, South 23°11'20" West, for a distance of 230.33 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for curvature;

5) THENCE, in a southerly direction along the arc of said curve to the left having a radius of 1,690.00 feet, a central angle of 26°01'38", an arc length of 767.70 feet, and a chord bearing of South 10°10'31" West, for a distance of 761.11 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;

6) THENCE, South 02°50'17" East, for a distance of 308.57 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southeasterly corner of the herein described tract being in the southerly line of the aforementioned 120.58 acre tract, same being the northerly line of Lot 32 of Lulling Stone Section 2 as recorded under Volume 23, Pages 77-82 of the Brazoria County Plat Records (B.C.P.R.);

7) THENCE, South 87°10'00" West, along the southerly line of said 120.58 acre tract for a distance of 60.00 feet to a point for corner in the common line of the said H. T. & B. R.R. Co. A-287 and the said H. T. & B. R.R. Co. A-514 and also being within the said County Road 786;

8) THENCE, North 02°50'17" West, along the common line of the said H. T. & B. R.R. Co. A-287 and the said H. T. & B. R.R. Co. A-514 for a distance of 228.43 feet to a point in the southeasterly corner of the aforementioned 162.47 acre tract;

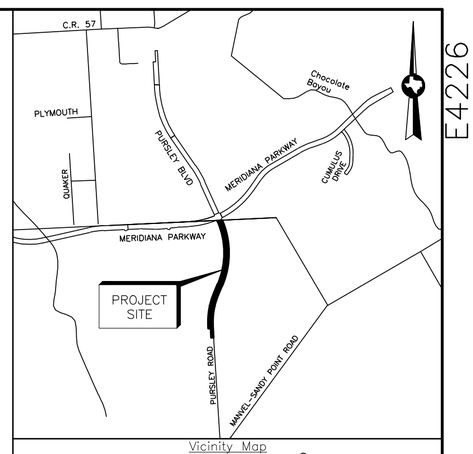
9) THENCE, South 87°16'49" West, along the southerly line of said 162.47 acre tract for a distance of 60.00 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set marking the southwesterly corner of the herein described tract;

10) THENCE, North 02°50'17" West, for a distance of 80.01 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for curvature;

11) THENCE, in a northerly direction along the arc of said curve to the right having a radius of 1,810.00 feet, a central angle of 26°01'38", an arc length of 822.21 feet, and a chord bearing of North 10°10'31" East, for a distance of 815.16 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for tangency;

12) THENCE, North 23°11'20" East, for a distance of 230.33 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for curvature;

13) THENCE, in a northerly direction along the arc of said curve to the left having a radius of 1,940.00 feet, a central angle of 46°49'12", an arc length of 1,585.30 feet, and a chord bearing of North 00°13'16" West, for a distance of 1,541.56 feet to the POINT OF BEGINNING and containing 7.84 acres of land.



Vicinity Map
SCALE 1"=2,640' KEYMAP® 692M

E4226

Copy

CITY OF IOWA COLONY APPROVAL

CITY COUNCIL APPROVAL	PLANNING AND ZONING COMMISSION APPROVAL
Michael Byrum-Bratsen, Mayor	David Hurst, Chairman Planning and Zoning Commission
Sydney Hargroder, Council Member	Les Hosey Planning and Zoning Commission Member
Arnetta Hicks-Murray, Council Member	Steven Byrum-Bratsen Planning and Zoning Commission Member
Marquette Greene-Young, Council Member	Brian Johnson Planning and Zoning Commission Member
Wil Kennedy, Council Member	Tim Varlack Planning and Zoning Commission Member
Chad Wilsey, Council Member	McLean Barnett Planning and Zoning Commission Member
Dinh Ho, P.E., City Engineer	Terry Hayes Planning and Zoning Commission Member
Date	Date

FINAL PLAT
MERIDIANA
PURSLEY BOULEVARD PHASE 6A

BEING A SUBDIVISION OF 7.84 ACRES OUT OF THE
H. T. & B. R.R. CO. SURVEY, SECTION 53, A-287, AND
THE H. T. & B. R.R. CO. SURVEY, SECTION 54, A-514,
IN THE CITY OF IOWA COLONY AND THE CITY OF ALVIN,
BRAZORIA COUNTY, TEXAS.

OWNER

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

AUGUST, 2021

ENGINEER/SURVEYOR

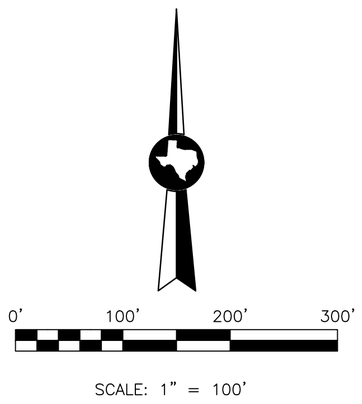
EHRA
ENGINEERING THE FUTURE
SINCE 1936

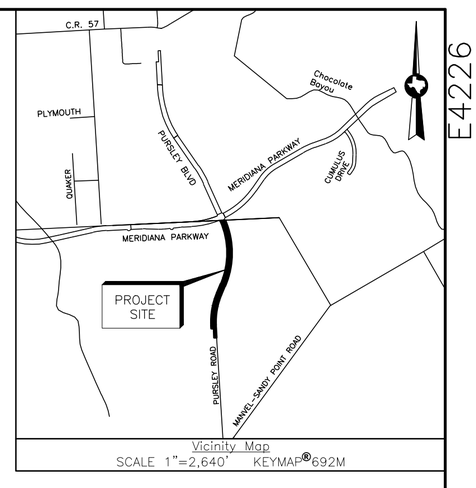
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

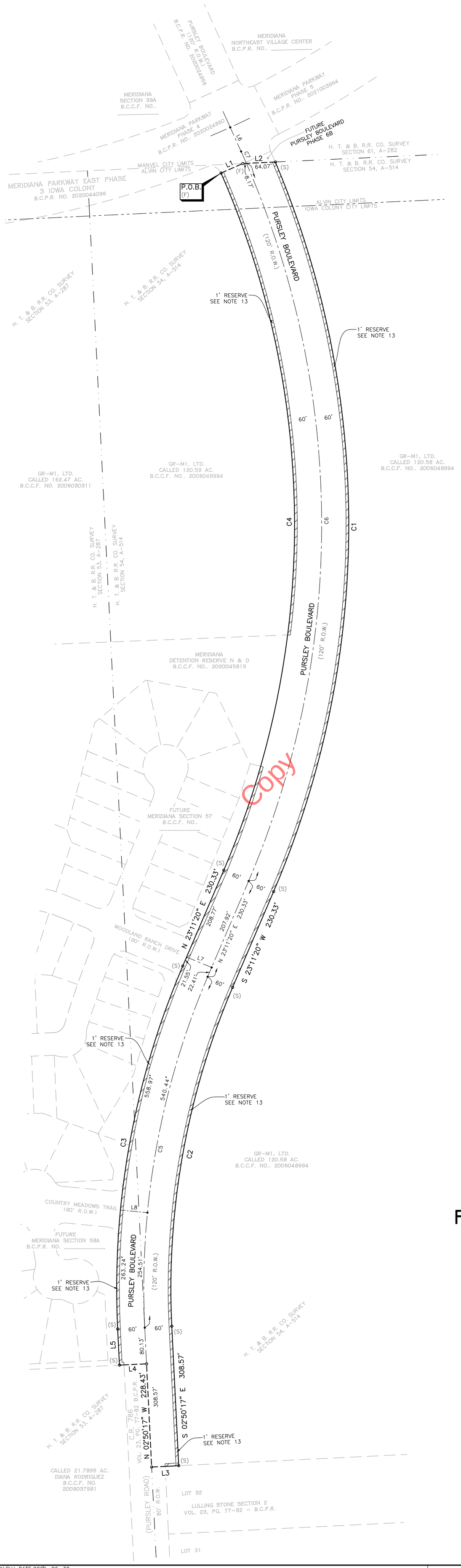
E4226

E4226

APPROVED, ADICO, LLC, 04262022







BENCHMARK(S):

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

BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5:

1. Slab elevations (finished floor) shall be a minimum of 2 feet above finished grade.
2. All drainage easements shown hereon shall be kept clear of fences, buildings, plantings and other obstructions to the operation and maintenance of drainage facilities.
3. All property shall drain into the drainage easement only through an approved drainage structure.
4. All drainage easements and detention pond reserves shown on this plat will be maintained by the property owners and/or business owners; provided, however, and governmental entity have jurisdiction, including, without limitation, Brazoria County, Texas and Brazoria County Drainage District #5, shall have the right, but not the obligation to enter upon the drainage easements to perform maintenance operations at any time after the date hereof.
5. The property identified in the foregoing plat lies within Brazoria County Drainage District #5.
6. This rural subdivision employs a natural drainage system, which is intended to provide drainage for the subdivision that is similar to that which existed under pre-development conditions. Thus, during large storm events, ponding of water should be expected to occur in the subdivision to the extent it may have prior to development, but such ponding should not remain for an extended period of time.
7. Land use within the subdivision is limited to an average imperviousness of no more than 72 percent. The drainage and/or detention system has been designed with the assumption that this average percent, imperviousness will not be exceeded. If this percentage is to be exceeded, a replat and/or redesign of the system may be necessary.
8. Other than shown hereon, there are no pipeline easements or pipelines within the boundaries of this plan.
9. All storm water drainage pipes, culverts, tiles or other (includes driveway culverts) will be minimum 24" I.D. or equal.
10. Dedicated drainage easement(s) granted to Brazoria County Drainage District #5 for drainage maintenance purposes shall include 45 feet top of bank, plus the sum (footage) of both side slopes and channel bottom and 45 feet of bank on the opposite bank.
11. Dedicated ingress/egress accesses are granted to Brazoria County Drainage District #5 (see District Resolution No 2007-06 & 2007-07). Access will be gated and locked with Brazoria County Drainage District #5's lock.
12. Prohibited use of "metal" pipe in storm water/sewer applications (See District Resolution No. 2007-08).
13. Prohibited use of "rip rap" in storm water/sewer applications. (District Policy).
14. Pipelines, utility lines and other crossing under any Brazoria County Drainage District #5 ditch require approval and permitting prior to construction.
15. All dedicated storm sewer drainage and/or access easements to be granted to Brazoria County Drainage District #5 by the property owner will be initiated and recorded, at the property owner's expense, in Brazoria County, Texas with a "Recorded Document Number" affixed to said easement prior to final approval granted by Brazoria County Drainage District #5 Board of Commissioners.
16. It will be the property owner's responsibility to verify if any Brazoria County Drainage District # 5 "dedicated" drainage easements are on or cross their property, If so, the property owner will comply as stated within the recorded easement.
17. Project field start-up will start within 365 calendar days from date shown here. Continuous and reasonable field site work is expected. See Brazoria County drainage criteria manual section 1, Introduction; Sub-Section 1.5. Plat and Plan approval process, and drainage acceptance procedures; time limit for approval and Brazoria County Drainage District #5 Resolution 2011-1, allowable time(s) and procedures for starting-up approved projects.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 66°22'08" E	52.37'
L2	N 87°19'17" E	72.24'
L3	S 87°10'00" W	60.00'
L4	S 87°16'49" W	60.00'
L5	N 02°50'17" W	80.01'
L6	N 24°22'22" W	58.47'
L7	S 67°37'46" E	60.01'
L8	S 84°30'20" E	60.00'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2060.00'	46°06'05"	1657.52'	S 00°08'18" W	1613.17'
C2	1690.00'	26°01'38"	767.70'	S 10°10'31" W	761.11'
C3	1810.00'	26°01'38"	822.21'	N 10°10'31" E	815.16'
C4	1940.00'	46°49'12"	1585.30'	N 00°13'16" W	1541.56'
C5	1750.00'	26°01'38"	794.95'	N 10°10'31" E	788.14'
C6	2000.00'	46°44'11"	1631.41'	N 00°10'45" W	1586.55'
C7	2000.00'	0°49'32"	28.81'	N 23°57'36" W	28.81'

GENERAL NOTES:

1. Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
2. All boundary corners for the plat shown hereon are set 5/8-inch iron rods 36-inches in length with cap stamped "E.H.R.A. 713-784-4500" set in concrete, unless otherwise noted.
3. A- indicates Abstract
   AC. indicates Acres
   B.C.C.F. NO. indicates Brazoria County Clerk's File Number
   B.C.P.R. indicates Brazoria County Plat Records
   P.O.B. indicates Point Of Beginning
   VOL. indicates Volume
   PG. indicates Page
   R.O.W. indicates Right of Way
   (F) indicates found 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
   (S) indicates set 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500"
4. The property subdivided in the foregoing plat lies within Brazoria County, the City of Alvin, the City of Iowa Colony, and Alvin Independent School District.
5. Property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall be restricted to keep such drainage ways and easements clear of fences buildings, plantings, and other obstructions.
6. The boundary for this plat has a closure in excess of 1:15,000.
7. The terms and conditions of Amendment #1 of the City of Iowa Colony Ordinance #2007-7 may affect this plat. This plat is in conformance with Meridiana PUD Amendment No. 3.
8. No building permits will be issued until all storm sewer drainage improvements, if any, and which may include detention, have been constructed.
9. This final plat will expire two (2) years after final approval by City Council if construction of the improvements has not commenced within the two-year initial period or the one-year extension period granted by City Council.
10. All water and wastewater facilities shall conform to the city's design criteria.
11. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 48039C0110K, and 48039C0120k dated December 30, 2020. The subject property shown hereon lies within Unshaded Zone "X" (areas determined to be outside of the 500-year flood plain).

    This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
12. All sidewalks shall be a minimum of 4' wide and built in accordance to the Meridiana Planned Unit Development District Amendment #3 of the City of Iowa Colony Ordinance #2017-02.
13. One-foot reserves dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserves shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors (Where applicable).

FINAL PLAT
MERIDIANA
PURSLEY BOULEVARD PHASE 6A

BEING A SUBDIVISION OF 7.84 ACRES OUT OF THE
H. T. & B. R.R. CO. SURVEY, SECTION 53, A-287, AND
THE H. T. & B. R.R. CO. SURVEY, SECTION 54, A-514,
IN THE CITY OF IOWA COLONY AND THE CITY OF ALVIN,
BRAZORIA COUNTY, TEXAS.

OWNER

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

AUGUST, 2021

ENGINEER/SURVEYOR

EHRA
ENGINEERING THE FUTURE SINCE 1936
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINC.COM
TBPE No. F-726
TBPELS No. 10092300

ADICO
CONSULTING ENGINEERS

Tuesday, April 26, 2022

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

Re: Sierra Vista West Section 7 Amending Plat No. 1
Letter of Recommendation to Approve
City of Iowa Colony Project No. 837
Adico, LLC Project No. 16007-2-241

Dear Mr. Harrison,

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Sierra Vista West Section 7 Amending Plat No. 1 plat package received on or about April 24, 2021. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based upon on our review, we have no objections to the plat as resubmitted on April 26, 2022. Please provide two (2) sets of mylars and ten (10) prints of the plat to Kayleen Rosser, City Secretary, by no later than Wednesday April 27, 2022, for consideration at the May 3, 2022 Planning and Zoning meeting.

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

Copy

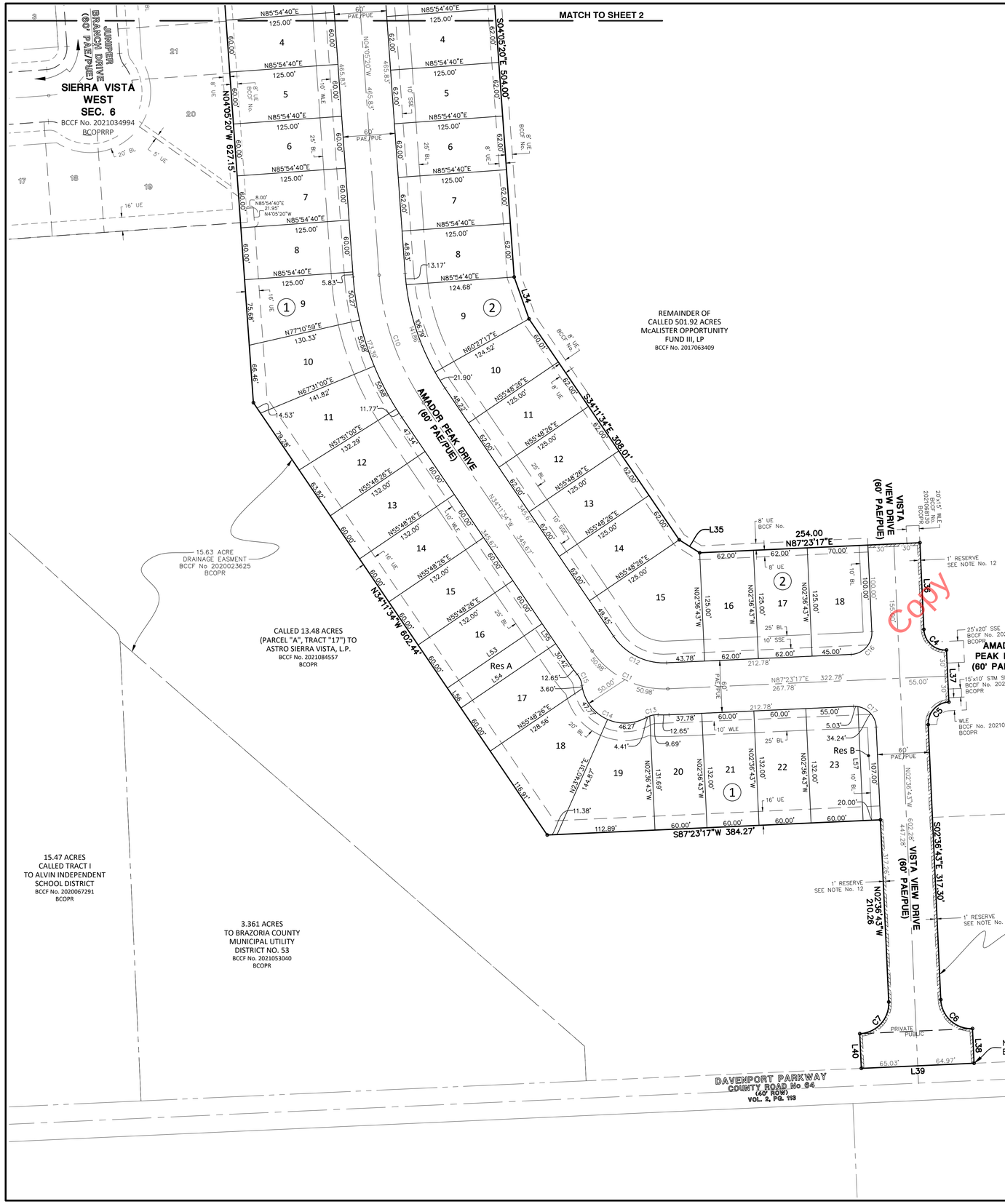
Sincerely,
Adico, LLC

Dinh Ho, P.E.

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

Cc: Kayleen Rosser, COIC
Robert Hemminger, COIC
File: 16007-2-241

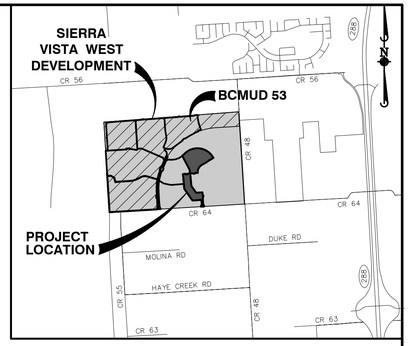
APPROVED, ADICO, LLC, 04262022



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	420.00'	69.02'	9°24'59"	N89°22'51"W	68.95'
C2	25.00'	39.27'	90°00'00"	S40°54'40"W	35.36'
C3	25.00'	39.27'	90°00'00"	N49°05'20"W	35.36'
C4	25.00'	39.27'	90°00'00"	S47°36'43"E	35.36'
C5	25.00'	39.27'	90°00'00"	S42°23'17"W	35.36'
C6	35.00'	54.97'	89°58'48"	S47°36'07"E	49.49'
C7	35.00'	54.99'	90°01'12"	N42°23'53"E	49.51'
C8	25.00'	39.27'	90°00'00"	S49°05'20"E	35.36'
C9	25.00'	39.27'	90°00'00"	N40°54'40"E	35.36'
C10	300.00'	157.62'	30°06'14"	S19°08'27"E	155.82'
C11	100.00'	101.96'	58°25'08"	S63°24'09"E	97.60'
C12	70.00'	71.37'	58°25'08"	S63°24'09"E	68.32'
C13	25.00'	14.10'	32°18'39"	S76°48'32"W	13.91'
C14	50.00'	97.64'	111°53'18"	N63°24'09"W	82.85'
C15	25.00'	14.10'	32°18'39"	N23°36'49"W	13.91'
C16	25.00'	39.27'	90°00'00"	N42°23'17"E	35.36'
C17	25.00'	39.27'	90°00'00"	N47°36'43"W	35.36'
C18	450.00'	73.96'	9°24'59"	N89°22'51"W	73.87'
C19	500.00'	601.34'	68°54'29"	S30°21'54"W	565.75'
C20	300.00'	110.67'	21°08'12"	S54°15'03"W	110.04'
C21	100.00'	68.80'	39°25'19"	S46°46'54"E	67.45'
C22	55.00'	70.90'	73°51'52"	S09°51'41"W	66.10'
C23	600.00'	1056.11'	100°51'05"	N82°46'51"W	924.96'
C24	25.00'	36.15'	82°51'00"	N44°29'10"E	33.08'
C25	25.00'	43.17'	98°55'49"	S44°37'26"E	38.00'
C26	25.00'	36.79'	84°18'46"	N24°20'10"W	33.56'
C27	25.00'	36.79'	84°18'46"	N71°21'04"E	33.56'
C28	25.00'	37.01'	84°49'52"	N08°05'13"E	33.73'
C29	25.00'	21.03'	48°11'23"	N58°25'25"W	20.41'
C30	50.00'	241.19'	276°22'46"	N55°40'17"E	66.67'
C31	25.00'	21.03'	48°11'23"	S10°14'02"E	20.41'
C32	25.00'	37.01'	84°49'52"	S76°44'40"E	33.73'
C33	25.00'	41.80'	95°47'31"	N04°12'49"W	37.10'
C34	25.00'	41.80'	95°47'31"	N88°25'18"W	37.10'
C35	25.00'	16.64'	38°07'30"	N46°07'59"W	16.33'
C36	50.00'	137.12'	157°07'37"	N13°22'05"E	98.01'
C37	25.00'	19.06'	43°41'31"	N70°05'08"E	18.61'
C38	25.00'	32.23'	73°51'52"	S09°51'41"W	30.04'
C39	25.00'	14.56'	33°21'38"	S64°55'11"W	14.35'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N48°17'33"E	181.56'
L2	N51°26'22"E	69.74'
L3	N56°41'07"E	69.74'
L4	N61°55'52"E	69.74'
L5	N67°10'36"E	69.74'
L6	N72°25'21"E	69.74'
L7	N77°40'05"E	69.74'
L8	N82°54'50"E	69.74'
L9	N88°09'35"E	69.74'
L10	S86°35'41"E	69.74'
L11	S81°20'56"E	69.74'
L12	S76°06'12"E	69.74'
L13	S70°51'27"E	69.74'
L14	S65°36'43"E	69.74'
L15	S60°21'58"E	69.74'
L16	S55°07'13"E	69.74'
L17	S49°52'29"E	69.74'
L18	S44°37'44"E	69.74'
L19	S39°22'51"E	69.80'
L20	S34°15'27"E	68.17'
L21	S32°21'18"E	60.00'
L22	N32°21'18"W	13.76'
L23	S52°12'32"W	141.46'
L24	S61°37'48"W	56.85'
L25	S52°04'31"W	53.85'
L26	S48°31'26"W	53.79'
L27	S31°57'53"W	53.76'
L28	S32°00'19"W	53.78'
L29	S21°36'41"W	54.35'
L30	S05°19'38"W	123.81'
L31	S85°54'40"W	35.20'
L32	S85°54'40"W	60.00'
L33	S85°54'40"W	100.00'
L34	S19°32'32"E	51.21'
L35	S57°42'11"E	27.83'
L36	S02°36'43"E	100.00'
L37	S02°36'43"E	60.00'
L38	S02°35'30"E	40.00'
L39	S87°24'30"W	130.00'
L40	N02°35'30"W	40.00'

LINE TABLE		
LINE	BEARING	LENGTH
L41	N85°54'40"E	100.00'
L42	N85°54'40"E	60.00'
L43	N85°54'40"E	87.86'
L44	N04°05'20"W	155.23'
L45	N85°54'40"E	257.34'
L46	N04°05'20"W	40.92'
L47	N66°29'33"W	101.63'
L48	N34°19'43"W	113.03'
L49	N64°49'09"E	95.34'
L50	N43°40'57"E	156.30'
L51	N32°21'18"W	69.67'
L52	N75°59'14"W	12.66'
L53	N55°48'26"E	132.00'
L54	N55°48'26"E	132.00'
L55	N34°11'34"W	27.91'
L56	N34°11'34"W	27.91'
L57	N02°36'43"W	131.49'
L58	N01°02'12"W	131.28'
L59	N00°46'57"E	132.00'
L60	N51°34'00"W	64.47'
L61	N77°11'34"E	62.49'
L62	N85°14'42"E	62.49'
L63	N86°42'09"W	62.49'
L64	N78°39'00"W	62.49'
L65	N79°02'30"W	65.99'



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

N

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

Reserve Area Table			
Reserve Letter	Area (Sq Ft)	Area (Ac)	Usage
A	3,683.57	0.0846	RESTRICTED TO LANDSCAPE, OPEN SPACE AND UTILITIES
B	2,506.71	0.0575	RESTRICTED TO LANDSCAPE, OPEN SPACE AND UTILITIES
C	2,906.76	0.0667	RESTRICTED TO LANDSCAPE, OPEN SPACE AND UTILITIES
TOTAL	9,097.04	0.2088	

ABBREVIATIONS

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

SIERRA VISTA WEST SEC 7
AMENDING PLAT

A SUBDIVISION OF 29.45 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329
BRAZORIA COUNTY, TEXAS

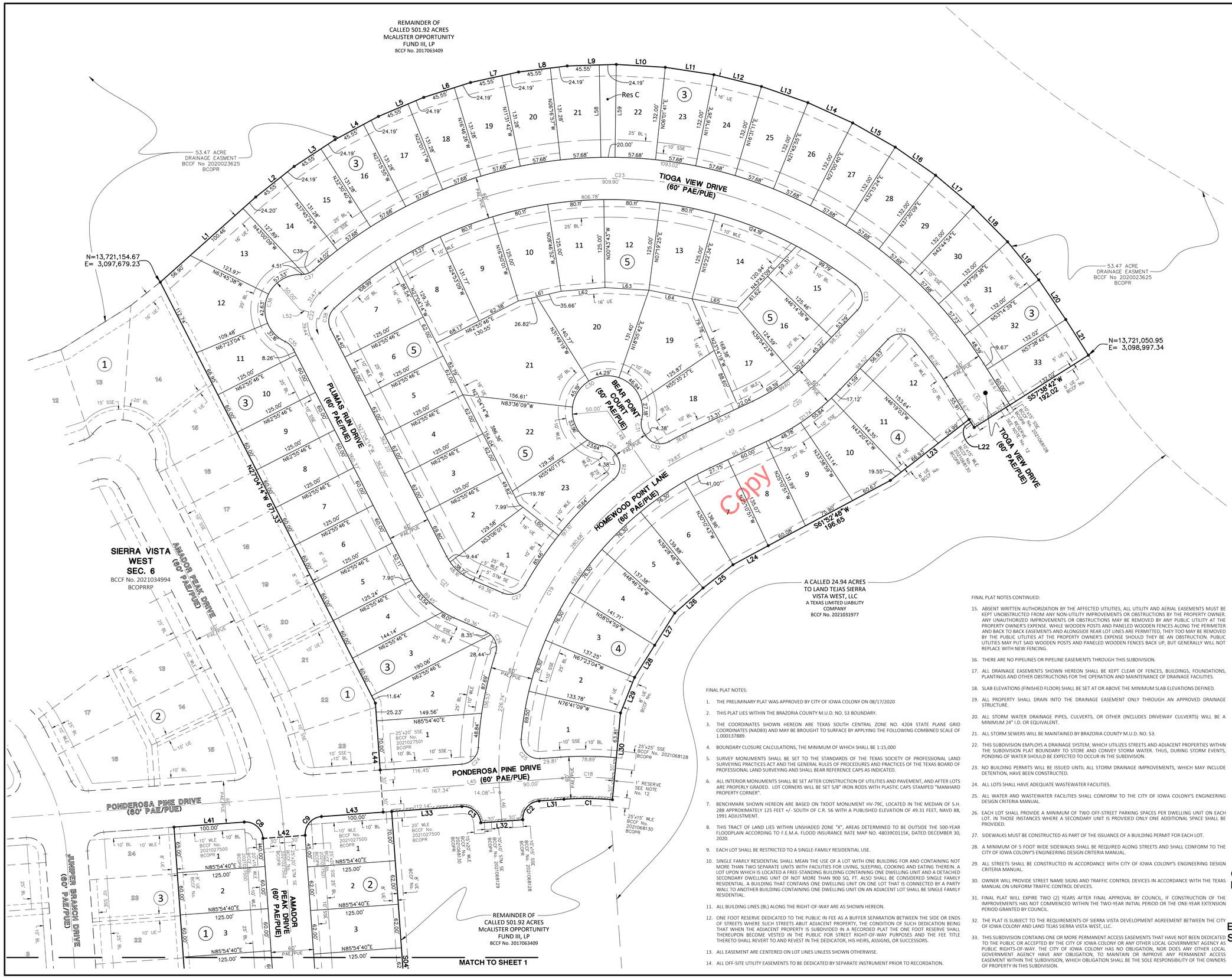
109 LOTS 3 RESERVES 5 BLOCKS
APRIL 2022

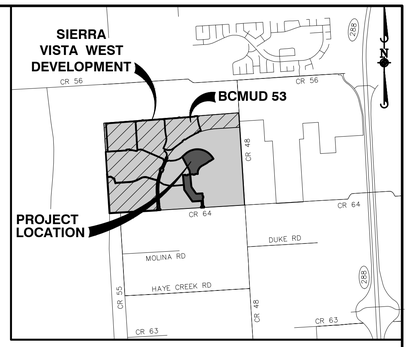
THE PURPOSE FOR THIS AMENDING PLAT IS TO CORRECT THE INCOMPLETE LINE TABLE ON SHEET 1

OWNER/ DEVELOPER:
ASTRO SIERRA VISTA, L.P.
A DELAWARE LIMITED PARTNERSHIP
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202

ENGINEER/ SURVEYOR:
ELEVATION land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
TBPS REGISTRATION NUMBER 10194692

APPROVED, ADICO, LLC, 04262022





VICINITY MAP

BRAZORIA COUNTY KEY MAP: 692 J & N

SCALE: 1" = 2,640'

N

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

ABBREVIATIONS

AE=	AERIAL EASEMENT
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VOL. _, PG._=	VOLUME, PAGE
No.=	NUMBER
FND=	FOUND
IRC=	IRON ROD W/ CAP
o	5/8" IRON ROD WITH CAP TO BE SET
	STREET NAME CHANGE

FINAL PLAT NOTES:

1. THE PRELIMINARY PLAT WAS APPROVED BY CITY OF IOWA COLONY ON 08/17/2020
2. THIS PLAT LIES WITHIN THE BRAZORIA COUNTY M.U.D. NO. 53 BOUNDARY.
3. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE OF 1.000137889.
4. BOUNDARY CLOSURE CALCULATIONS, THE MINIMUM OF WHICH SHALL BE 1:15,000
5. SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
6. ALL INTERIOR MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER LOTS ARE PROPERLY GRADED. LOT CORNERS WILL BE SET 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "MANHARD PROPERTY CORNER".
7. BENCHMARK SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C, LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.
8. THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48039C0115K, DATED DECEMBER 30, 2020.
9. EACH LOT SHALL BE RESTRICTED TO A SINGLE-FAMILY RESIDENTIAL USE.
10. SINGLE FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING FOR AND CONTAINING NOT MORE THAN TWO SEPARATE UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING AND EATING THEREIN. A LOT UPON WHICH IS LOCATED A FREE-STANDING BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT OF NOT MORE THAN 900 SQ. FT. ALSO SHALL BE CONSIDERED SINGLE FAMILY RESIDENTIAL. A BUILDING THAT CONTAINS ONE DWELLING UNIT ON ONE LOT THAT IS CONNECTED BY A PARTY WALL TO ANOTHER BUILDING CONTAINING ONE DWELLING UNIT ON AN ADJACENT LOT SHALL BE SINGLE FAMILY RESIDENTIAL.
11. ALL BUILDING LINES (BL) ALONG THE RIGHT-OF-WAY ARE AS SHOWN HEREON.
12. ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR ENDS OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT THE ONE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
13. ALL EASEMENT ARE CENTERED ON LOT LINES UNLESS SHOWN OTHERWISE.
14. ALL OFF-SITE UTILITY EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.

FINAL PLAT NOTES CONTINUED:

15. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY THE PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTLITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
16. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS THROUGH THIS SUBDIVISION.
17. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
18. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE SET AT OR ABOVE THE MINIMUM SLAB ELEVATIONS DEFINED.
19. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
20. ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
21. ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. NO. 53.
22. THIS SUBDIVISION EMPLOYS A DRAINAGE SYSTEM, WHICH UTILIZES STREETS AND ADJACENT PROPERTIES WITHIN THE SUBDIVISION PLAT BOUNDARY TO STORE AND CONVEY STORM WATER. THUS, DURING STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR IN THE SUBDIVISION.
23. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
24. ALL LOTS SHALL HAVE ADEQUATE WASTEWATER FACILITIES.
25. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
26. EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
27. SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.
28. A MINIMUM OF 5 FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG STREETS AND SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
29. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
30. OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
31. FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY COUNCIL, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY COUNCIL.
32. THE PLAT IS SUBJECT TO THE REQUIREMENTS OF SIERRA VISTA DEVELOPMENT AGREEMENT BETWEEN THE CITY OF IOWA COLONY AND LAND TEJAS SIERRA VISTA WEST, LLC.
33. THIS SUBDIVISION CONTAINS ONE OR MORE PERMANENT ACCESS EASEMENTS THAT HAVE NOT BEEN DEDICATED TO THE PUBLIC OR ACCEPTED BY THE CITY OF IOWA COLONY OR ANY OTHER LOCAL GOVERNMENT AGENCY AS PUBLIC RIGHTS-OF-WAY. THE CITY OF IOWA COLONY HAS NO OBLIGATION, NOR DOES ANY OTHER LOCAL GOVERNMENT AGENCY HAVE ANY OBLIGATION, TO MAINTAIN OR IMPROVE ANY PERMANENT ACCESS EASEMENT WITHIN THE SUBDIVISION, WHICH OBLIGATION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION.

SIERRA VISTA WEST SEC 7

AMENDING PLAT

A SUBDIVISION OF 29.45 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329
BRAZORIA COUNTY, TEXAS

109 LOTS 3 RESERVES 5 BLOCKS
APRIL 2022

THE PURPOSE FOR THIS AMENDING PLAT IS TO CORRECT THE INCOMPLETE LINE TABLE ON SHEET 1

OWNER/ DEVELOPER:

ASTRO SIERRA VISTA, L.P.
A DELAWARE LIMITED PARTNERSHIP
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202

ENGINEER/ SURVEYOR:

ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
TBPS REGISTRATION NUMBER 10194692

APPROVED, ADICO, LLC, 04262022

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 29.45 acre (1,282,778 square feet) tract of land situated in the Lavaca Navigation Company Survey, Section 1, Abstract No. 329, in Brazoria County, Texas, being all of Sierra Vista West Sec 7 according to the plat thereof recorded in Clerk's File No. 2021077677, Brazoria County Official Public Records, being all of Lots 1, 6, 7, 12, 13, 18 and 19, Block 1, Lots 5, 6, 11, 12, 17 and 18, Block 2, Lots 4, 5, 7, 8, 10, 12, 13, 18, 19, 24, 25, 28, 29, 32, and 33, Block 3, Lots 3 through 12, Block 4, Lots 1, 2, 3, 6, 7, 8, 11, 12, 15, 16, 20 and 21, Block 5, of said Sierra Vista West Sec 7 conveyed to BC Sierra Vista, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. 2022007229, Brazoria County Official Public Records, being all of Lots 4, 5, 10, 11, 16, 17, 22 and 23, Block 1, Lots 3, 4, 9, 10, 15 and 16, Block 2, Lots 3, 6, 9, 14, 15, 20, 21, 26 and 27, Block 3, Lots 1 and 2, Block 4, and Lots 4, 9, 13, 22 and 23, Block 5, of said Sierra Vista West Sec 7 conveyed to Castlerock Communities, LLC, a Delaware limited liability company, by deed recorded in Clerk's File No. 2022007329, Brazoria County Official Public Records, being all of Lots Two (2), Three (3), Eight (8), Nine (9), Fourteen (14), Fifteen (15), Twenty (20) and Twenty-One (21), Block One (1), Lots One (1), Two (2), Seven (7), Eight (8), Thirteen (13) and Fourteen (14), Block Two (2), Lots One (1), Two (2), Eleven (11), Sixteen (16), Seventeen (17), Twenty-Two (22), Twenty-Three (23), Thirty (30), and Thirty-One (31), Block Three (3), and Lots Five (5), Ten (10), Fourteen (14), Seventeen (17), Eighteen (18) and Nineteen (19), Block Five (5), of said Sierra Vista West Sec 7 conveyed to Lexington 26 L.P., a Texas limited partnership, by deed recorded in Clerk's File No. 2022012637, Brazoria County Official Public Records, being all of Restricted Reserve "A"(0.0846 acre for Landscape, Open Space and Utilities), Restricted Reserve "B"(0.0575 acre for Landscape, Open Space and Utilities) and Restricted Reserve "C"(0.0667 acre for Landscape, Open Space and Utilities) of said Sierra Vista West Sec 7 conveyed to Astro Sierra Vista, L.P., a Delaware limited partnership, by deed recorded in Clerk's File No. 2021084557, Brazoria County Official Public Records; said 29.45 acre (1,282,778 square feet) tract of land being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 5/8-inch iron rod found, being the southeast corner of a called 9.083 acre tract (Parcel "A", Tract "10") conveyed to Astro Sierra Vista, L.P., a Delaware limited partnership, by said deed recorded in Clerk's File No. 2021084557, Brazoria County Official Public Records, being on the north right-of-way of County Road No. 64 (based on a width of 40-feet) recorded in Volume 2, Page 113, Brazoria County Plat Records, and being on the west right-of-way of County Road No. 48 (based on a width of 40-feet) recorded in Volume 2, Page 113, Brazoria County Plat Records;

THENCE, South 87°24'30"West, 1,673.39 feet to a 5/8-inch iron rod (with cap) found, being on the north right-of-way of said County Road No. 64, being the southwest corner of a called 55.12 acre tract (Parcel "A", Tract "13") conveyed to Astro Sierra Vista, L.P., a Delaware limited partnership, by said deed recorded in Clerk's File No. 2021084557, Brazoria County Official Public Records, and being the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, South 87°24'30" West, 130.00 feet to a 5/8-inch iron rod (with cap) found, being the southeast corner of a called 13.48 acre tract (Parcel "A", Tract "17") conveyed to Astro Sierra Vista, L.P., a Delaware limited partnership, by said deed recorded in Clerk's File No. 2021084557, Brazoria County Official Public Records, being on the north-right-of-way of said County Road No. 64 and being the southwest corner of the herein described tract, from which a 5/8-inch iron rod (with cap) found bears South 87°24'30" West, 1,715.55 feet, being the southwest corner of a called 15.47 acre tract (Tract I) conveyed to Alvin Independent School District, being on the east right-of-way of Crystal View Drive (right of way width varies) according to the plat thereof recorded in Clerk's File No. 2021077677, Brazoria County Official Public Records, and being on the north right-of-way of said County Road No. 64;

THENCE, along the east line of said called 13.48 acre tract (Parcel "A", Tract "17"), the following six (6) courses and distances:

1. North 02°35'30" West, 40.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;

2. Along said curve to the left in a northeasterly direction, with a radius of 35.00 feet, a central angle of 90°01'12", an arc length of 54.99 feet, and a chord bearing North 42°23'53" East, 49.51 feet to a 5/8-inch iron rod (with cap) found;

3. North 02°36'43" West, 210.26 feet to a 5/8-inch iron rod (with cap) found;

4. South 87°23'17" West, 384.27 feet to a 5/8-inch iron rod (with cap) found;

5. North 34°11'34" West, 602.44 feet to a 5/8-inch iron rod (with cap) found;

6. North 04°05'20" West, at a distance of 208.09 feet passing the southerly southeast corner of Sierra Vista West Sec 6 according to the plat thereof recorded in Clerk's File No. 2021034994, Brazoria County Official Public Records, in all a distance of 627.15 feet to a 5/8-inch iron rod (with cap) found;

THENCE, along the south and east lines of said Sierra Vista West Sec 6, the following seven (7) courses and distances:

1. North 85°54'40" East, 100.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the right;

2. Along said curve to the right in a southeasterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing South 49°05'20" East, 35.36 feet to a 5/8-inch iron rod (with cap) found;

3. North 85°54'40" East, 60.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the right;

4. Along said curve to the right in a northeasterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing North 40°54'40" East, 35.36 feet to a 5/8-inch iron rod (with cap) found;

5. North 85°54'40" East, 87.86 feet to a 5/8-inch iron rod (with cap) found, being the easterly southeast corner of said Sierra Vista West Sec 6;

6. North 04°05'20" West, 155.23 feet to a 5/8-inch iron rod (with cap) found;

7. North 27°04'14" West, 671.33 feet to a 5/8-inch iron rod (with cap) found, being the northwest corner of the herein described tract and being on the west line of said called 55.12 acre tract (Parcel "A", Tract "13");

THENCE, along the west line of said called 55.12 acre tract (Parcel "A", Tract "13"), the following twenty-one (21) courses and distances:

1. North 48°17'33" East, 181.56 feet to a 5/8-inch iron rod (with cap) found;

2. North 51°26'22" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

3. North 56°41'07" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

4. North 61°55'52" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

5. North 67°10'36" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

6. North 72°25'21" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

7. North 77°40'05" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

STATE OF TEXAS §

COUNTY OF BRAZORIA §

METES & BOUNDS description continued

8. North 82°54'50" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

9. North 88°09'35" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

10. South 86°35'41" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

11. South 81°20'56" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

12. South 76°06'12" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

13. South 70°51'27" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

14. South 65°36'43" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

15. South 60°21'58" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

16. South 55°07'13" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

17. South 49°52'29" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

18. South 44°37'44" East, 69.74 feet to a 5/8-inch iron rod (with cap) found;

19. South 39°22'51" East, 69.80 feet to a 5/8-inch iron rod (with cap) found;

20. South 34°15'27" East, 68.17 feet to a 5/8-inch iron rod (with cap) found;

21. South 32°21'18" East, 60.00 feet to a 5/8-inch iron rod (with cap) found, being the northeast corner of the herein described tract and being the north corner of a called 24.94 acre tract (Tract 2) conveyed to Land Tejas Sierra Vista West, LLC, a Texas limited liability company, by deed recorded in Clerk's File No. 2021031977, Brazoria County Official Public Records;

THENCE, along the west line of said called 24.94 acre tract (Tract 2), the following twelve (12) courses and distances:

1. South 57°38'42" West, 192.02 feet to a 5/8-inch iron rod (with cap) found;

2. North 32°21'18" West, 13.76 feet to a 5/8-inch iron rod (with cap) found;

3. South 52°12'32" West, 141.46 feet to a 5/8-inch iron rod (with cap) found;

4. South 61°52'48" West, 196.65 feet to a 5/8-inch iron rod (with cap) found;

5. South 61°37'48" West, 56.85 feet to a 5/8-inch iron rod (with cap) found;

6. South 52°04'31" West, 53.85 feet to a 5/8-inch iron rod (with cap) found;

7. South 48°31'26" West, 53.79 feet to a 5/8-inch iron rod (with cap) found;

8. South 31°57'53" West, 53.76 feet to a 5/8-inch iron rod (with cap) found;

9. South 32°00'19" West, 53.78 feet to a 5/8-inch iron rod (with cap) found;

10. South 21°36'41" West, 54.35 feet to a 5/8-inch iron rod (with cap) found;

11. South 05°19'38" West, 123.81 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;

12. Along said curve to the left in a westerly direction, at an arc distance of 3.97 feet passing a common corner of said called 24.94 acre tract (Tract 2) and a called 19.35 acre tract (Sierra Vista West Section 8) conveyed to Land Tejas Sierra Vista West, LLC, a Texas limited liability company, by said deed recorded in Clerk's File No. 2021057930, Brazoria County Official Public Records, in all along said curve to the left in a westerly direction, with a radius of 420.00 feet, a central angle of 09°24'59", an arc length of 69.02 feet, and a chord bearing North 89°22'51" West, 68.95 feet to a 5/8-inch iron rod (with cap) found;

THENCE, along the north and west lines of said called 19.35 acre tract (Sierra Vista West Section 8), the following fifteen (15) courses and distances:

1. South 85°54'40" West, 35.20 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;

2. Along said curve to the left in a southwesterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing South 40°54'40" West, 35.36 feet to a 5/8-inch iron rod (with cap) found;

3. South 85°54'40" West, 60.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;

4. Along said curve to the left in a northwesterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing North 49°05'20" West, 35.36 feet to a 5/8-inch iron rod (with cap) found;

5. South 85°54'40" West, 100.00 feet to a 5/8-inch iron rod (with cap) found, being the northwest corner of said called 19.35 acre tract (Sierra Vista West Section 8);

6. South 04°05'20" East, 504.00 feet to a 5/8-inch iron rod (with cap) found;

7. South 19°32'32" East, 51.21 feet to a 5/8-inch iron rod (with cap) found;

8. South 34°11'34" East, 308.01 feet to a 5/8-inch iron rod (with cap) found;

9. South 57°42'11" East, 27.83 feet to a 5/8-inch iron rod (with cap) found, being the westerly southwest corner of said called 19.35 acre tract (Sierra Vista West Section 8);

10. North 87°23'17" East, 254.00 feet to a 5/8-inch iron rod (with cap) found;

11. South 02°36'43" East, 100.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;

12. Along said curve to the left in a southeasterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing South 47°36'43" East, 35.36 feet to a 5/8-inch iron rod (with cap) found;

13. South 02°36'43" East, 60.00 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;

14. Along said curve to the left in a southwesterly direction, with a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord bearing South 42°23'17" West, 35.36 feet to a 5/8-inch iron rod (with cap) found;

15. South 02°36'43" East, at a distance of 107.00 feet passing the southerly southwest corner of said called 19.35 acre tract (Sierra Vista West Section 8), being the west line of said called 55.12 acre tract (Parcel "A", Tract "13"), in all a distance of 317.30 feet to a 5/8-inch iron rod (with cap) found, being the beginning of a curve to the left;

THENCE, along the west line of said called 55.12 acre tract (Parcel "A", Tract "13") and along said curve to the left in a southeasterly direction, with a radius of 35.00 feet, a central angle of 89°58'48", an arc length of 54.97 feet, and a chord bearing South 47°36'07" East, 49.49 feet to a 5/8-inch iron rod (with cap) found;

THENCE, South 02°35'30" East, continuing along the west line of said called 55.12 acre tract (Parcel "A", Tract "13"), 40.00 feet to the POINT OF BEGINNING, CONTAINING 29.45 acres (1,282,778 square feet) of land in Brazoria County, Texas, filed in the offices of Elevation Land Solutions in The Woodlands, Texas.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

We, ASTRO SIERRA VISTA, L.P., A Delaware Limited Partnership, acting by and through Melanie Ohl, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware limited liability company, its General Partner, owners of the property subdivided in this plat (hereinafter referred to as "Owner") of the 29.45 Acre tract described in the above and foregoing map of SIERRA VISTA WEST SEC 7 AMENDING PLAT, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

FURTHER, owners do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing subdivision of Sierra Vista West Sec 7 AMENDING PLAT where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

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

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

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

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

IN TESTIMONY WHEREOF, the ASTRO SIERRA VISTA, L.P., a Delaware limited partnership, has caused these presents to be signed by Melanie Ohl, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware limited liability company, its General Partner, thereunto authorized this _____ day of _____, 2022.

ASTRO SIERRA VISTA, L.P.,
A Delaware limited partnership

By: ASTRO SIERRA VISTA GP, LLC,
a Delaware limited liability company,
its General Partner

By: _____
Melanie Ohl
Authorized Person

Copy

This plat is hereby APPROVED by the City of Iowa Colony City Council, this _____ day of _____, 2022

_____ _____
Michael Byrum-Brasten
Mayor

_____ _____
Sydney Hargroder

_____ _____
Arnetta Hicks-Murray

_____ _____
Marquette Greene-Young

_____ _____
Wil Kennedy

_____ _____
Chad Wilsey
Mayor Pro-Tem

This plat is hereby APPROVED by the City of Iowa Colony Planning and Zoning Commission, this _____ day of _____, 2022

_____ _____
David Hurst
Chairman

_____ _____
Steven Byrum-Bratsen

_____ _____
Les Hosey

_____ _____
Brian Johnson

_____ _____
McLean Barnett

_____ _____
Terry Hayes

_____
Tim Varlack

STATE OF TEXAS §

COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared Melanie Ohl, Authorized Person, being an officer of ASTRO SIERRA VISTA GP, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ Day of _____, 2022

_____
Notary Public in and for the State of Texas

My Commission expires _____

I, Paul R. Bretherton, 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.

STATE OF TEXAS REGISTERED PAUL R. BRETHERTON 5977 PROFESSIONAL LAND SURVEYOR

_____
Paul R. Bretherton, R.P.L.S
Texas Registration No. 5977

This plat is hereby APPROVED by the City of Iowa Colony City Engineer, this _____ day of _____, 2022

_____
Dinh V. Ho, P.E.

SIERRA VISTA WEST SEC 7
AMENDING PLAT

A SUBDIVISION OF 29.45 ACRES OF LAND
OUT OF THE
LAVACA NAVIGATION COMPANY SURVEY, A-329
BRAZORIA COUNTY, TEXAS

109 LOTS 3 RESERVES 5 BLOCKS
APRIL 2022

THE PURPOSE FOR THIS AMENDING PLAT IS TO CORRECT THE INCOMPLETE LINE TABLE ON SHEET 1

OWNER/ DEVELOPER:
ASTRO SIERRA VISTA, L.P.
A DELAWARE LIMITED PARTNERSHIP
C/O STARWOOD LAND ADVISORS
6310 CAPITAL DRIVE, SUITE 130
LAKEWOOD RANCH, FLORIDA 34202

ENGINEER/ SURVEYOR:
ELEVATION
land solutions
TBPE REGISTRATION NUMBER F-22671
2445 TECHNOLOGY FOREST BLVD, SUITE 200
THE WOODLANDS, TX 77381 832-823-2200
TBPS REGISTRATION NUMBER 10194692

ADICO
CONSULTING ENGINEERS

Tuesday, May 3, 2022

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

Re: Sierra Vista West Section 8 Early Plat
Brazoria County Municipal Utility District No. 53
Letter of Recommendation to Approve Disbursement Request No. 3, May 2022
Adico Project No. 21001-15

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed Disbursement Request No. 3 from Astro Sierra Vista, L.P. for Sierra Vista West Section 8 Early Plat Recordation Agreement.

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

ESCROW AMOUNT:						$ 881,323.71
CONTINGENCY @ 10%						$ 88,132.37
TOTAL ESCROW AND CONTINGENCY DEPOSIT						$ 969,456.08
	Date of Request	Request Subtotal	10% Contingency	Change Orders	Total Disbursement	Remaining Escrow
DISBURSEMENT REQUEST NO. 1	Mar-22	$ 144,447.57	$ 14,444.76		$ 158,892.33	$ 810,563.75
DISBURSEMENT REQUEST NO. 2	Apr-22	$ 582,765.18	$ 58,276.52		$ 641,041.70	$ 169,522.06
DISBURSEMENT REQUEST NO. 3	May-22	$ 10,551.17	$ 1,055.12		$ 11,606.29	$ 157,915.77
TOTALS		$ 737,763.92	$ 73,776.39		$ 811,540.31	$ 157,915.77

Copy

Based on our review of the documentation provided, Adico has no objections to Disbursement Request No. 3 to Astro Sierra Vista, L.P. in the amount of $11,606.29. After Disbursement No. 3, the remaining balance of the cash deposit is $157,915.77.

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

Sincerely,
Adico, LLC

Dinh Ho, P.E.

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

cc: Kayleen Rosser, City Secretary (krosser@iowacolonytx.gov)
Robert Hemminger, City Manager (rhemminger@iowacolonytx.gov)

LAND ★ TEJAS
COMPANIES
DEVELOPER OF CANYON GATE COMMUNITIES®

MELANIE OHL
CHIEF FINANCIAL OFFICER

May 2, 2022

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

RE: Astro Sierra Vista, LP
Construction and Escrow Agreement-Disbursement
Sierra Vista West Sec. 8 Draw #3-May

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):

Copy

Principal Services, Ltd.	$ -0-	Section 8 WSD
Bay Paving, LLC	$ 10,551.17	Section 8 Paving
May Contingency Refund	$ 1,055.12	
Total	$ 11,606.29	

Please review the enclosed and if in agreement, recommend the City reimburse to Astro Sierra Vista, LP the amount of $11,606.29 of our escrowed funds. Wiring instructions are attached for your convenience.

Sincerely,

Melanie Ohl

Melanie Ohl
Chief Financial Officer

2450 FONDREN RD, SUITE 210 HOUSTON, TX 77063 TEL: 713.783.6702 FAX: 713.783.2673 WWW.CANYONGATE.COM

Manhard CONSULTING

ESCROW SUMMARY FOR ALL PROJECTS SERVING
SIERRA VISTA WEST SECTION 8

April 30, 2022

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	May Draw Request	May Contingency Refund	May Refund	Remaining Escrow Balance	Deduction of Change Order Not Escrowed	May Refund (Net of Required Cash Deposit For CO)	Remaining Escrow Balance
1. Section 8 WSD	Principal Services	1,074,217.07	$ -	$ 1,074,217.07	$ 178,197.71	$ 17,819.77	$ 196,017.48	$ (113,861.95)		$ -	$ -	$ 82,155.54	$ -	$ -	$ 82,155.54
1. Section 8 Paving	Bay Paving	703,126.00	$ -	$ 703,126.00	$ 703,126.00	$ 70,312.60	$ 773,438.60	$ (686,072.08)	$ (10,551.17)	$ (1,055.12)	$ (11,606.29)	$ 75,760.23	$ -	$ (11,606.29)	$ 75,760.23
					$ 881,323.71	$ 88,132.37	$ 969,456.08	$ (799,934.03)	$ (10,551.17)	$ (1,055.12)	$ (11,606.29)	$ 157,915.77	$ -	$ (11,606.29)	$ 157,915.77
								$ 169,522.06							

Copy

P:\Data\757 Land Tejas Sierra Vista West, LLC\MONTHLY DRAW\COIC\Sec 8\SV West Sec 8 Escrow Draw #3

ADICO
CONSULTING ENGINEERS

Tuesday, May 3, 2022

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

Re: Sierra Vista West Section 9 Early Plat
Brazoria County Municipal Utility District No. 53
Letter of Recommendation to Approve Disbursement Request No. 3., May 2022
Adico Project No. 21001-16

Dear Mayor Byrum-Bratsen and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed Disbursement Request No. 3 from Astro Sierra Vista, L.P. for Sierra Vista West Section 9 Early Plat Recordation Agreement.

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

ESCROW AMOUNT:						$ 1,224,452.08
CONTINGENCY @ 10%						$ 122,445.21
TOTAL ESCROW AND CONTINGENCY DEPOSIT						$ 1,346,897.29
	Date of Request	Request Subtotal	10% Contingency	Change Orders	Total Disbursement	Remaining Escrow
DISBURSEMENT REQUEST NO. 1	Mar-22	$ 95,034.47	$ 9,503.45		$ 104,537.92	$ 1,242,359.37
DISBURSEMENT REQUEST NO. 2	Apr-22	$ 385,526.16	$ 38,552.62		$ 424,078.78	$ 818,280.60
DISBURSEMENT REQUEST NO. 3	May-22	$ 540,889.99	$ 54,089.00		$ 594,978.99	$ 223,301.61
TOTALS		$ 1,021,450.62	$ 102,145.06		$ 1,123,595.68	$ 223,301.61

Copy

Based on our review of the documentation provided, Adico has no objections to Disbursement Request No. 3 to Astro Sierra Vista, L.P. in the amount of $594,978.99. After Disbursement No. 3, the remaining balance of the cash deposit is $223,301.61.

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

Sincerely,
Adico, LLC

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

cc: Kayleen Rosser, City Secretary (krosser@iowacolonytx.gov)
Robert Hemminger, City Manager (rhemminger@iowacolonytx.gov)

LAND ★ TEJAS
COMPANIES
DEVELOPER OF CANYON GATE COMMUNITIES®

MELANIE OHL
CHIEF FINANCIAL OFFICER

May 2, 2022

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

RE: Astro Sierra Vista, LP
Construction and Escrow Agreement-Disbursement
Sierra Vista West Sec. 9 Draw #3-May

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):

Copy

Principal Services, Ltd.	$ 126,794.29	Section 9 WS&D
Bay Paving, LLC	$ 414,095.70	Section 9 Paving
May Contingency Refund	$ 54,089.00	
Total	$ 594,978.99	

Please review the enclosed and if in agreement, recommend the City reimburse to Astro Sierra Vista, LP the amount of $594,978.99 of our escrowed funds. Wiring instructions are attached for your convenience.

Sincerely,

Melanie Ohl

Melanie Ohl
Chief Financial Officer

2450 FONDREN RD, SUITE 210 HOUSTON, TX 77063 TEL: 713.783.6702 FAX: 713.783.2673 WWW.CANYONGATE.COM

Manhard CONSULTING

ESCROW SUMMARY FOR ALL PROJECTS SERVING
SIERRA VISTA WEST SECTION 9

April 30, 2022

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	May Draw Request	May Contingency Refund	May Refund	Remaining Escrow Balance	Deduction of Change Order Not Escrowed	May Refund (Net of Required Cash Deposit For CO)	Remaining Escrow Balance
1. Section 9 WSD	Principal Services	1,365,425.84	$ -	$ 1,365,425.84	$ 218,055.58	$ 21,805.56	$ 239,861.14	$ -	$ (126,794.29)	$ (12,679.43)	$ (139,473.72)	$ 100,387.42	$ -	$ (139,473.72)	$ 100,387.42
1. Section 9 Paving	Bay Paving	1,006,396.50	$ -	$ 1,006,396.50	$ 1,006,396.50	$ 100,639.65	$ 1,107,036.15	$ (528,616.69)	$ (414,095.70)	$ (41,409.57)	$ (455,505.27)	$ 122,914.19	$ -	$ (455,505.27)	$ 122,914.19
					$ 1,224,452.08	$ 122,445.21	$ 1,346,897.29	$ (528,616.69)	$ (540,889.99)	$ (54,089.00)	$ (594,978.99)	$ 223,301.61	$ -	$ (594,978.99)	$ 223,301.61
								$ 818,280.60							

Copy

P:\Data\757 Land Tejas Sierra Vista West, LLC\MONTHLY DRAW\COIC\Sec 9\SV West Sec 9 Escrow Draw #3

CITY OF IOWA COLONY

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Members present: David Hurst, Steven Byrum-Bratsen, Tim Varlack, McLean Barnett, Les Hosey, and Brian Johnson, and Terry Hayes

Members absent: None

Others present: Dinh Ho and Robert Hemminger

MEETING- 7:00 P.M.

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

2. Administer the Oath of Office to newly appointed members. City Secretary, Kayleen Rosser administered the Oath of Office to Mr. Terry Hayes.

3. Citizens Comments. There were no comments from the public.

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

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

- March 1, 2022

Les Hosey moved the approve the meeting minutes of March 1, 2022. Seconded by Tim Varlack. Approved with six ayes. Steven Byrum-Bratsen abstained from the vote as he was not present at the meeting on March 1, 2022.

5. Consideration and possible action for variances to the Unified Development Code for the convenience store at Karsten Boulevard and Meridiana Parkway. Mathew Freemen with the developer was in attendance to answer questions from the Planning and Zoning Commission members.

a. Unified Development Code: Section 3.5.3.1(a) (4) – Build to line setback

Steven Byrum- Bratsen made a motion to approve the variance to section 3.5.3.1(a) (4) – Build to line setback of the UDC per Staff's recommendation. Seconded by Brian Johnson. Approved unanimously.

b. Unified Development Code: Section 3.3.1.1 (a)(2) a.2. – Landscape Setback Variance

Steven Byrum-Bratsen made a motion to approve the Unified Development Code: Section 3.3.1.1 (a)(2) a.2. – Landscape Setback Variance with the stipulation of an 8ft masonry fence along the north and west side of property, a 10ft landscape setback along with a tree buffer along the north and west side of the property. Also, the condition of the electric vehicle charging stations. Seconded by Les Hosey. Approved with six ayes. McLean Barnett voted against the motion as he disagreed with the 8ft height requirement for the fence. He feels as it should be more.

6. Consideration and possible action for the Karsten Boulevard Phase 1 Street Dedication and Reserves Partial Replat No. 1. Developer requested to be withdrawn from the agenda. No action was taken.

7. Consideration and possible action for the Meridiana Section 37B Preliminary Plat. Tim Varlack made a motion to approve the Meridiana Section 37B Preliminary Plat. Seconded by Les Hosey. Approved unanimously with seven ayes.

8. Consideration and possible action for the Meridiana Section 35A Preliminary Plat. Les Hosey made a motion to approve the Meridiana Section 35A Preliminary Plat. Seconded by Steven Byrum-Bratsen. Approved unanimously.

9. Les Hosey made a motion to adjourn. Seconded by Steven Byrum- Bratsen. Approved unanimously. The meeting was adjourned at 7:49 P.M.

APPROVED THIS 3rd DAY OF MAY, 2022.

ATTEST:

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Kayleen Rosser, City Secretary David Hurst, Chairman

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