

From: Dinh Ho dinh@adico-llc.com
Subject: Grant
Date: November 5, 2020 at 2:26 PM
To: Ron Cox rcox@roncoxconsulting.com, mikebyrum@cityoflowacolony.com
Cc: Kayleen Rosser krosser@lowacolonytx.gov

DH

Information from GLO regarding the grant application.

Below are the initial numbers for the CDBG-MIT Round 1 competition after the submission deadline of October 28th. As you can see we had a large number of applications totaling over 5 times the amount of available funds. Projects will be evaluated and scored based on several factors including benefit to regions and local communities repetitively damaged by floods and other disasters. Awards cannot be announced until each project has been scored and checked for eligibility. Due to the number of applications received, we do not expect to announce awards until early 2021.

Competition	Amount Available	Applications Submitted	Amount Submitted
2015 Flood Mitigation	\$46,096,950	31	\$268,079,590.69
2016 Flood Mitigation	\$147,680,760	33	\$224,915,753.48
Harvey Mitigation	\$1,000,000,000	221	\$5,963,819,139.92

Dinh V. Ho, P.E.

Principal

2114 El Dorado Blvd., Suite 400

Friendswood, TX 77546

832.895.1093 (o)

dinh@adico-llc.com



MEMORANDUM

Date: November 11, 2020
To: Mayor Michael Byrum-Bratsen
City Council Members
From: Dinh V. Ho, P.E.
RE: COIC Council Meeting – November 2020 Engineer's Report
cc: Ron Cox, Kayleen Rosser

The following is a status report of various engineering items:

1. TxDOT Overpasses – TxDOT has recently completed the 30% design phase for the overpass at the following roadways: Iowa Colony Blvd., Cedar Rapids Parkway, Davenport Parkway and Dubuque Parkway through Iowa Colony. They are also building an overpass at County Road 60.

The proposed schedule is completion of engineering design by September 2021. Construction is expected to start 2nd Quarter of 2022. We are awaiting confirmation from TxDOT if funding is available for CR 57 and CR 63. This is significant as it will provide safe access across SH 288 for the City.

2. Crystal Lagoon- City staff met with the developer for Crystal Lagoon earlier this month to discuss the project design progress and planning for the remainder of the site. Staff review included Ron, Kent, Albert, Jim S. and myself.

The layout of the lagoon is now covers approximately 3.3 acres from the originally planned +/- 4.0 acres. The first phase of the development will include the lagoon infrastructure and areas reserved for the Community. Phase Two plans include areas for an event center and beach area for private use. At this time, there is no plan for public access. However, there are acreage for future development at the west side of the reserves along Ames Blvd.

Below is the latest Development Schedule (DRAFT):

- | | |
|--|-------------------------------|
| A. Phase One: Groundbreaking for Mass Grading Plan | December 2020 – February 2021 |
| B. Phase Two: Crystal Lagoon infrastructure construction | February 2021 – November 2021 |
| C. Phase Three: Amenities Construction | June 2021 – April 2022 |
| D. Grand Opening: | May 2022 |

3. AMES ROAD BRIDGE
 - Subject to Environmental Clearance – Expected to start bidding in November.
4. ROADWAY REPAIRS
 - Interlocal with BC Agreement for FY 2020-2021 has been submitted to the County Commissioner's Court
5. FIBER SERVICE
 - Citywide Service – FastFiber
 - i. FastFiber is preparing the general terms of agreement for the City review.
6. CITY HALL
 - City Hall Renovation – Complete with the exception of the cashier openings.

7. GRANTS

- We will be submitting the following grants
 - i. GLO-CDBG MITIGATION GRANT – HURRICANE HARVEY
 - 1. Proposed grant will provide for acquisition and funding for a Flood Mitigation Basin
 - 2. Total Grant funds is estimated to approximately \$7.23 mil.
 - 3. Grant Application submitted. Expect 1st Qtr 2021 determination.
 - ii. TWBD- FIF GRANT –
 - 1. Proposed grant will fund the City first Master Drainage Plan
 - 2. Total amount will be \$300k, of which \$150k will be matching funds

8. CONSTRUCTION PROJECT STATUS:

A. *MERIDIANA SUBDIVISION – RISE COMMUNITIES*

- Active construction projects
 - Meridiana Commercial site- Complete – awaiting closeout docs
 - Meridiana Ph 3 Well Site Park – 99% complete. Punchlist items being completed.
 - Meridiana 76A- Under construction. 50% complete
 - BCMUD 55 MER WWTP Exp to 0.48 MGD- 30% complete.

B. *STERLING LAKES – LAND TEJAS*

- Active construction projects.
 - Sterling Lakes Lift Station Expansion– Adjacent to Section 20 – Punchlist walkthrough 5/14/20.
 - BCMUD 31 WWTP Expansion Ph IV – Ongoing @ 90% complete.
 - BCMUD 31 GST Replacement – 45%
 - BCMUD 31 Trail System – 90% complete.

C. *SIERRA VISTA - LAND TEJAS*

- Active construction projects
 - Meridiana Parkway Phase 5 – 90% complete
 - Meridiana Parkway Phase 6 – 85% complete
 - Expect lane switch prior to Thanksgiving. Completion by Christmas.
 - Karsten Phase IV- Awaiting completion of punchlist items.
 - Karsten Blvd North Ph I – 85% complete

D. *SIERRA VISTA WEST - LAND TEJAS*

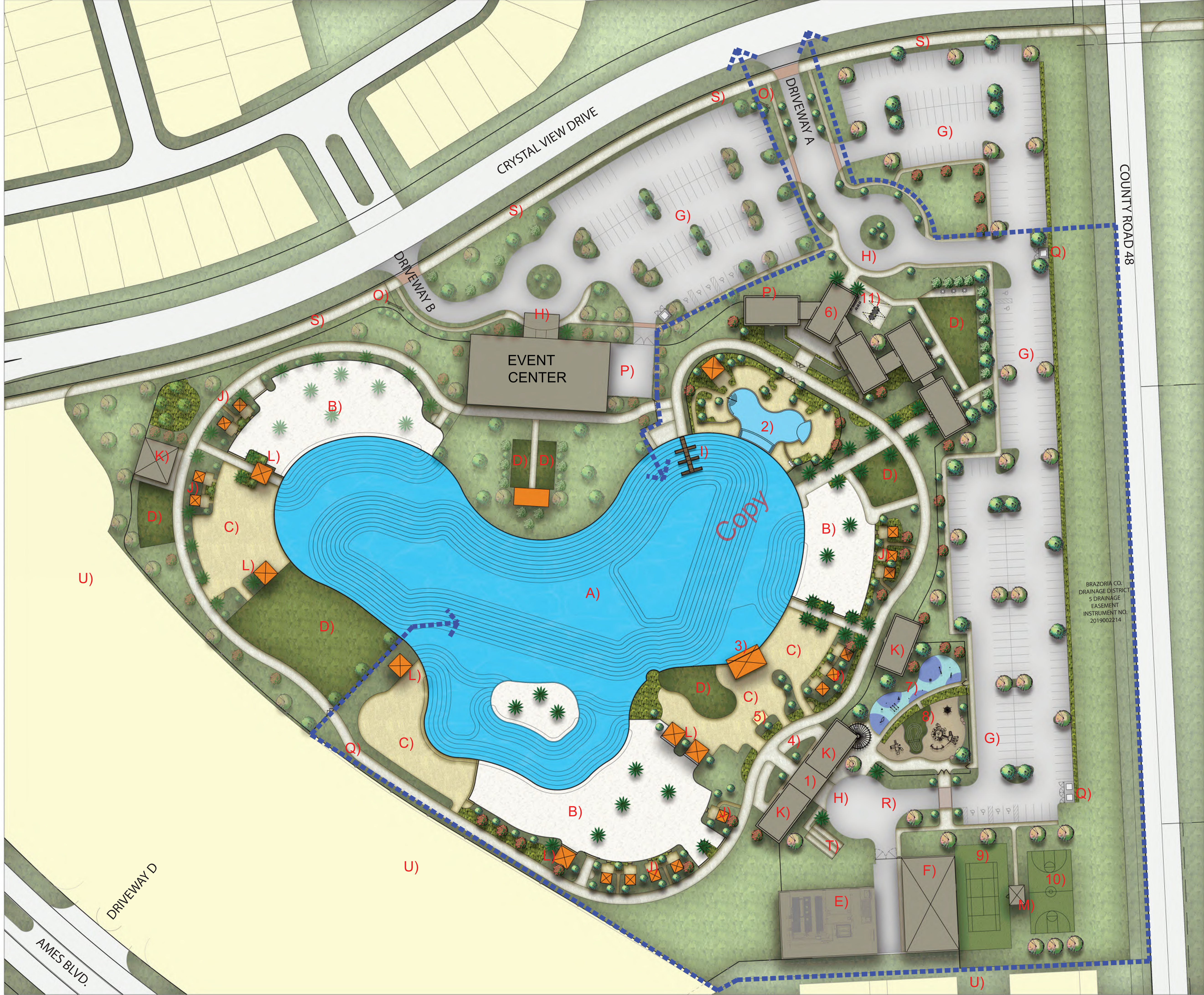
- Active construction projects:
 - BCMUD 53 Water Well Plant – Well is complete. 90% complete.
 - Sierra Vista West Mass Grading and Detention Phase II – 80% complete.
 - BCMUD 53 WWTP- 30% complete.
 - BCMUD 53 Offsite Lift Station – 55% complete.

E. OTHER CONSTRUCTION PROJECTS

- AISD H.S. No. 4 – 80% of civil complete
- Gas Station – Complete. CO issued.

9. OTHER ITEMS:

- A. Pipelines – M2E3
 - Complete. City will start the road assessment for this work.
- B. Baymark Pipeline/ South Texas NGL Pipeline – Started 11/9/2020



SITE PLAN LAGOON LEGEND

- A) CRYSTAL LAGOON - 3.3 ACRES
- B) SAND BEACH
- C) CONCRETE PLAZA
- D) SYNTHETIC TURF
- E) MECHANICAL YARD
- F) EMPLOYEE TRAILER & STORAGE
- G) PARKING
- H) DROP OFF
- I) DOCK
- J) CABANAS
- K) RESTROOM PAVILION BUILDING
- L) PAVILION-20'X20'
- M) SHADE STRUCTURE
- N) SELFIE LOCATIONS
- O) ENTRY MONUMENT
- P) SERVICE AREAS
- Q) DUMPSTERS
- R) FIRE ACCESS LANE
- S) GREENBOLT
- T) BIKE PARKING
- U) FUTURE DEVELOPMENT

COMMUNITY LAGOON AREA LEGEND

- 1) COMMUNITY ACCESS BUILDING
- 2) COMMUNITY POOL
- 3) COMMUNITY BAR (SWIM-UP)
- 4) COMMUNITY FOOD TRUCK AREA
- 5) STAGE

COMMUNITY CLUBHOUSE AREA LEGEND

- 6) COMMUNITY CLUBHOUSE
- 7) COMMUNITY SPLASH PAD
- 8) COMMUNITY PLAYGROUND
- 9) COMMUNITY TENNIS COURT
- 10) COMMUNITY BASKETBALL COURT
- 11) OUTDOOR FIREPLACE

----- PHASE 1 BOUNDARY

Sierra Vista

Crystal Lagoon Phase 1 Site Plan

a project for
Land Tejas
September 2020

0 25 50 100 150
SCALE: 1"=50'-0"



THIS DRAWING DEPICTS CONCEPTUAL LANDSCAPE IMPROVEMENTS
FOR ILLUSTRATIVE PURPOSES ONLY.
FINAL DESIGN SOLUTIONS ARE SUBJECT TO CHANGE.



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 October 2020

Offense	Reported
Burglary	1
Theft	4
Robbery	0
Total Index Crimes Reported	5
Traffic Enforcement	
Citations	124
Warnings	11
Accident Investigations	
Minor Crashes	6
Major Crashes	1
Fatality Crashes	0
Calls for Service	
Alarms	25
Assist Other Agency	34
Disturbance	5
Fire	3
Other	197
Security Checks	772
Suspicious Activity/Persons	20

Significant Events

- October 2020 – Staff have continued to participate in conference calls with local and county officials and monitoring the response to COVID-19. Staff have provided guidance and information to various stakeholders for response and mitigation.
- October 2020 – Numerous thefts have been reported at construction sites within the City. Officers have increased patrols in construction areas. We have also identified possible suspects involved and are continuing to investigate.



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October 2020

Completed a total of 62 Calls for Service, for Code Compliance and Animal Control.

CODE COMPLIANCE

City Ordinance	3	Calls for Service, 4100 - 4400 Dubuque High Weeds 60 acres 4100 Dubuque High Weeds around Magnolia Bend Sign NE corner Meridiana @ SH 288 High Weeds
Stake Sign	22	Calls for Service, each call was a different location Stake Signs / Bandit Signs removed – total of 63 signs picked up & disposed of
Sign Violations	6	4x8 Builders signs LGI, Long Lake Builders, Colina, Anglia, Castlerock, KB Homes, Liberty, Greypoint, Lennar – all have been given a Notice of Violation delivered to the Model Homes 10 days to comply
Misc. calls	5	Assist Perry Roberts @ 1602 Cr 62 – rescuing stray dogs taken them to Vets office and finding new homes for stays

**Express Homes, KB Homes, Lennar Homes, Shipman's Cove,
Meritage Homes -4x8 Builders signs have been removed from the
Right Of Way**

ANIMAL CONTROL

Animals at Large	12	Calls for Service of animals at large, each call different location
Animals Impound	5	Calls for Service, impounded (2) cats and (3) dogs, taken over to the Houston Humane Society.
Loose Livestock	5	All loose livestock was put back on its pasture
Wildlife Calls	3	(2) Raccoon calls, picked up and relocated and 1 snake call, picked up & relocated
Injured Animals	2	Injured dogs both came from 1602 CR 62, Mr. Roberts took to the Vets Office both had to be Euthanized due to their injuries.



City of Iowa Colony's
Activity Report - By Project Type
10/01/20 to 11/13/20

	Permit Applications	Permits Issued	Total Value	Total Fees
Construction Trailer Permit	1	1	\$0.00	\$150.48
Misc. permit	3	3	\$0.00	\$1,281.58
Electrical Permit, Residential	9	9	\$0.00	\$4,935.47
Mechanical Permit, Commerical	1	1	\$0.00	\$1,595.09
Plumbing Permit, Residential	2	2	\$0.00	\$346.11
Residential - New Home	123	123	\$0.00	\$249,796.39
Irrigation Permit, Commercial	1	1	\$0.00	\$300.96
Irrigation Permit, Residential	20	20	\$0.00	\$2,804.50
Swimming Pool, Residential	4	4	\$0.00	\$2,875.94
Civil Site Work	2	2	\$0.00	\$15,560.88
Commercial Vehicle Permit	1	1	\$0.00	\$500.00
Driveway Permit	2	2	\$0.00	\$1,000.00
Fire Prevention (New)	2	2	\$0.00	\$1,103.52
Totals	171	171	\$0.00	\$282,250.92
Average	13		\$0.00	\$21,711.61

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Activity Report - By Project Type

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City of Iowa Colony's
Fees Collected - By Fee Type
 Month of October, 2020

Permits and Inspections

group name	fee type	account no.	received	total
Standard Fees & Custom Fees				\$216,055.12
	Square Footage		\$11.70	
	Building Permit Fee (SP)		\$540.00	
	Civil Site Work Permit Fee	100-04-4078	\$15,560.88	
	Commercial Driveway Permit Fee (DP)		\$1,000.00	
	Construction Trailer Fee		\$150.00	
	Electrical Permit Fee	4300	\$525.00	
	Electrical Permit Fee (RNEW)		\$14,047.44	
	Engineering Plan Review - First Review	100-04-4105	\$4,000.00	
	Fire Prevention Fees		\$1,100.00	
	Mechanical Permit Fee	4300	\$300.00	
	Mechanical Permit Fee (RNEW)		\$14,047.44	
	Misc. permit Fee		\$1,281.10	
	Plan Review Fee (SP)	100-04-4105	\$270.00	
	Plumbing Permit Fee	4300	\$200.00	
	Plumbing Permit Fee (RNEW)		\$14,047.44	
	Renewal Fee - Residential		\$450.00	
	Residential Permit Fee - New	4300	\$93,649.60	
	Residential Review Fee - New		\$46,824.80	
	Sprinkler System	100-04-4078	\$2,840.00	
	table 1 b		\$5,209.72	
Re-Inspection Fees				\$3,175.00
	Plumbing Gas	4300	\$400.00	
	Plumbing Top-Out	4300	\$1,475.00	
	Pre-Pour Foundation/Floor Frame	4300	\$100.00	
	Electrical TCI - Permanent Service	4300	\$400.00	
	Building Framing	4300	\$50.00	
	Electrical Underground	4300	\$200.00	
	Plumbing Final	4300	\$150.00	
	Electrical Rough-In	4300	\$150.00	
	Mechanical Rough-In	4300	\$50.00	
	Electrical Final	4300	\$150.00	
	Driveway Inspection	4300	\$50.00	
Convenience Fees				\$330.23
	Convenience Fee		\$330.23	
Total				\$219,560.35

Payment Summary

Check	CC	Conv. Fees	CC + Conv. Fees	E-Check	Cash	Other	Trust	Total
\$115,988.34	\$103,191.78	\$330.23	\$103,522.01		\$50.00			\$219,560.35

Payment Summary

Module	Check	CC	Conv. Fees	CC + Conv. Fees	E-Check	Cash	Other	Trust	Total
PI	\$115,988.34	\$103,191.78	\$330.23	\$103,522.01		\$50.00			\$219,560.35
Total	\$115,988.34	\$103,191.78	\$330.23	\$103,522.01		\$50.00			\$219,560.35

Account Numbers Summary

100-04-4078	\$18,400.88
100-04-4105	\$4,270.00
4300	\$97,849.60
Total	\$120,520.48

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Fees Collected - By Fee Type

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City of Iowa Colony
Balance Sheet
As of October 31, 2020

	Oct 31, 20
ASSETS	0.00
LIABILITIES & EQUITY	
Equity	
Baymark Pipeleine LLC	
Baymark P - Engr/Inspctn/Legal	24,312.50
Baymark Pipeleine LLC - Other	183,037.50
Total Baymark Pipeleine LLC	207,350.00
Bond 1 - Series 2020	1,203,980.00
Cherry Crushed Concrete	23,200.00
Early Plat- SVW Section 3	-0.01
Formosa/Lav pipeline-TRC	10,826.04
M2E3/EnterprisePipeline	5,466.76
Meridiana Escrow	4,615.00
Old Airline Market- Axis Dev.	207.50
Sierra Vista- Land Tejas	54,720.05
Sierra Vista West- Land Tejas	21,576.82
South Texas NGL Pipeline, LLC	
South TX NGL -Engr/Inspct/Legal	24,800.00
South Texas NGL Pipeline, LLC - Other	183,622.50
Total South Texas NGL Pipeline, LLC	208,422.50
Sterling Lakes - Land Tejas	1,180.34
1002401 · Capital Contribution-CR 64	1,731,000.00
1002406 · Earlt Platting Escrow Sec. 13	-0.01
1002501 · Property Delq Tax - TIF 100%	3,159.70
1002502 · Property Tax TIF-100%	-105,691.73
1003600 · Opening Balance Equity	753,437.07
1003601 · Retained Earnings	-95,189.00
Total Equity	4,028,261.03
TOTAL LIABILITIES & EQUITY	4,028,261.03

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11/13/20

Accrual Basis

City of Iowa Colony Profit & Loss Budget vs. Actual

October 2020

	Oct 20	Budget	\$ Over Budget	% of Budget
Income				
4100 · GENERAL REVENUE				
4109 · Mixed Beverage Tax	158.47	2,000.00	-1,841.53	7.9%
4110 · City Sales Tax	28,822.04	350,000.00	-321,177.96	8.2%
4120 · Property Tax	6,233.01	1,164,165.53	-1,157,932.52	0.5%
4121 · Delinquent Property Tax	695.78	35,000.00	-34,304.22	2.0%
4130 · Property Tax - TIF - 70%	6,933.98	0.00	6,933.98	100.0%
4131 · Delinquent Tax - TIF - 70%	1.28	0.00	1.28	100.0%
4132 · City Property TIF 30%	2,971.71	0.00	2,971.71	100.0%
4133 · City Property Delinquent TIF 30%	0.55	0.00	0.55	100.0%
4134 · Intermodel Ship. Container	891.00	2,000.00	-1,109.00	44.6%
Total 4100 · GENERAL REVENUE	46,707.82	1,553,165.53	-1,506,457.71	3.0%
4122 · OTHER REVENUE				
4124 · Accident Reports	15.00	0.00	15.00	100.0%
4126 · MUD 31 Annexation				
MUD 31 Pub. Safety Contr.	0.00	250,000.00	-250,000.00	0.0%
MUD 32 Pub. Safety Contr.	0.00	250,000.00	-250,000.00	0.0%
Total 4126 · MUD 31 Annexation	0.00	500,000.00	-500,000.00	0.0%
4122 · OTHER REVENUE - Other	1,150.04	0.00	1,150.04	100.0%
Total 4122 · OTHER REVENUE	1,165.04	500,000.00	-498,834.96	0.2%
4125 · Arrest Fees	13.92	0.00	13.92	100.0%
4200 · BUILDING & CONSTRUCTION PERMITS				
4201 · Building Construction Permits	189,812.95	1,375,000.00	-1,185,187.05	13.8%
4202 · Trade Fees	4,769.94	40,000.00	-35,230.06	11.9%
4203 · Reinspection Fees	3,185.16	25,000.00	-21,814.84	12.7%
4204 · Signs	0.00	2,500.00	-2,500.00	0.0%
4205 · Misc Permits	1,281.58	1,000.00	281.58	128.2%
4206 · Dirt Work Permits	0.00	1,500.00	-1,500.00	0.0%
4207 · Driveway Permits	1,000.00	3,000.00	-2,000.00	33.3%
4210 · Culvert Permit	0.00	1,000.00	-1,000.00	0.0%
4211 · Commercial Vehicle Permit	0.00	3,000.00	-3,000.00	0.0%
Total 4200 · BUILDING & CONSTRUCTION PERMITS	200,049.63	1,452,000.00	-1,251,950.37	13.8%
4300 · PLAT FEES				
4301 · Preliminary Plat Fees	0.00	75,000.00	-75,000.00	0.0%
4302 · Final Plat Fees	0.00	40,000.00	-40,000.00	0.0%
4303 · Abbreviated Plat Fees	0.00	2,000.00	-2,000.00	0.0%
4304 · Plat Re-Check Fee	0.00	0.00	0.00	0.0%
4305 · Admin Fee- Early Plat Recording	0.00	300,000.00	-300,000.00	0.0%
Total 4300 · PLAT FEES	0.00	417,000.00	-417,000.00	0.0%
4400 · ENGINEERING FEES				
4401 · Infrastructure Plan Review Fee	4,000.00	150,000.00	-146,000.00	2.7%
4402 · Recheck Fee	0.00	0.00	0.00	0.0%
4403 · Civil Site Plan Review Fee	15,560.88	300,000.00	-284,439.12	5.2%
Total 4400 · ENGINEERING FEES	19,560.88	450,000.00	-430,439.12	4.3%

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11/13/20

Accrual Basis

City of Iowa Colony Profit & Loss Budget vs. Actual

October 2020

	Oct 20	Budget	\$ Over Budget	% of Budget
4500 · ZONING FEES				
4501 · Rezoning Fees	0.00	3,000.00	-3,000.00	0.0%
4502 · Misc Zoning Fees	0.00	0.00	0.00	0.0%
4503 · Specific Use Permit	0.00	2,000.00	-2,000.00	0.0%
Total 4500 · ZONING FEES	0.00	5,000.00	-5,000.00	0.0%
4600 · FRANCHISE				
4601 · Franchise Tax - Electric	0.00	110,000.00	-110,000.00	0.0%
4602 · Franchise Tax - Gas	0.00	20,000.00	-20,000.00	0.0%
4603 · Telecommunications Fee-Sales Tax	0.00	10,000.00	-10,000.00	0.0%
4600 · FRANCHISE - Other	0.00	0.00	0.00	0.0%
Total 4600 · FRANCHISE	0.00	140,000.00	-140,000.00	0.0%
4700 · CITATIONS				
4701 · Citations / Warrants	25,773.18	200,000.00	-174,226.82	12.9%
4702 · Delinquent Court Collection	0.00	5,000.00	-5,000.00	0.0%
4703 · Court Security Fee	483.46	2,000.00	-1,516.54	24.2%
4704 · Court Technology Fee	436.66	2,500.00	-2,063.34	17.5%
4700 · CITATIONS - Other	241.00			
Total 4700 · CITATIONS	26,934.30	209,500.00	-182,565.70	12.9%
4800 · SPECIAL FUNDS				
4803 · Miscellaneous Grants	5,920.50			
4805 · Park Reserves	0.00	35,000.00	-35,000.00	0.0%
Total 4800 · SPECIAL FUNDS	5,920.50	35,000.00	-29,079.50	16.9%
4900 · INVESTMENT INCOME				
4910 · Interest Income	10.58	1,000.00	-989.42	1.1%
Total 4900 · INVESTMENT INCOME	10.58	1,000.00	-989.42	1.1%
Total Income	300,362.67	4,762,665.53	-4,462,302.86	6.3%
Gross Profit	300,362.67	4,762,665.53	-4,462,302.86	6.3%
Expense				
UNKNOWN EXPENSE				
1105110 · Payroll Expenses	73.77	0.00	73.77	100.0%
Total UNKNOWN EXPENSE	73.77	0.00	73.77	100.0%
10 · ADMINISTRATION				
10-5111 · Payroll - City Secretary	4,625.00	62,831.00	-58,206.00	7.4%
10-5112 · Payroll - Clerk	0.00	17,680.00	-17,680.00	0.0%
10-5113 · Payroll-City Manager	0.00	100,000.00	-100,000.00	0.0%
10-5114 · Merit pool (For all employees)	0.00	0.00	0.00	0.0%
10-5115 · Payroll Clerk - Overtime	0.00	0.00	0.00	0.0%
10-5120 · Payroll Taxes	353.81	13,248.88	-12,895.07	2.7%
10-5127 · TMRS	677.11	18,202.06	-17,524.95	3.7%
10-5130 · Texas Workforce Commission	0.00	486.00	-486.00	0.0%
10-5132 · Insurance - Health	0.00	11,660.00	-11,660.00	0.0%
10-5200 · Professional Services	0.00	0.00	0.00	0.0%
10-5210 · Legal Delinquent Citations	0.00	0.00	0.00	0.0%
10-5211 · Legal	0.00	100,000.00	-100,000.00	0.0%

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11/13/20

Accrual Basis

City of Iowa Colony Profit & Loss Budget vs. Actual

October 2020

	Oct 20	Budget	\$ Over Budget	% of Budget
10-5212 · Audit	0.00	22,000.00	-22,000.00	0.0%
10-5213 · Tax Appraisal & Collection	0.00	0.00	0.00	0.0%
10-5219 · Management Professional Service	5,816.50	10,000.00	-4,183.50	58.2%
10-5220 · Website - Professional				
Website Domain	0.00	400.00	-400.00	0.0%
10-5220 · Website - Professional - Other	0.00	5,500.00	-5,500.00	0.0%
Total 10-5220 · Website - Professional	0.00	5,900.00	-5,900.00	0.0%
10-5227 · Hosting BCCA Meeting	0.00	0.00	0.00	0.0%
10-5228 · Property Taxes Collection Fee	0.00	7,000.00	-7,000.00	0.0%
10-5229 · BCAD Fee	0.00	6,000.00	-6,000.00	0.0%
10-5240 · Building Maintenance				
Prof Cleaning Services	900.00			
10-5240 · Building Maintenance - Other	3,529.46	50,000.00	-46,470.54	7.1%
Total 10-5240 · Building Maintenance	4,429.46	50,000.00	-45,570.54	8.9%
10-5245 · Technology	1,943.14	16,000.00	-14,056.86	12.1%
10-5246 · Software Maintenance / License	680.00	7,500.00	-6,820.00	9.1%
10-5250 · Utilities	0.00	9,000.00	-9,000.00	0.0%
10-5260 · Equipment Rentals	264.77	3,000.00	-2,735.23	8.8%
10-5320 · Supplies / Printing	240.26	12,000.00	-11,759.74	2.0%
10-5321 · Postage	0.00	750.00	-750.00	0.0%
10-5322 · Advertising & Legal Notices	1,841.25	5,000.00	-3,158.75	36.8%
10-5323 · Telephone Expense	3,876.49	10,000.00	-6,123.51	38.8%
10-5325 · Miscellaneous	0.00	0.00	0.00	0.0%
10-5326 · Well Permit Fee	0.00	30.00	-30.00	0.0%
10-5411 · Travel & Training	0.00	2,400.00	-2,400.00	0.0%
10-5412 · Seminars/BCCA	0.00	1,200.00	-1,200.00	0.0%
10-5439 · Election Costs	0.00	8,000.00	-8,000.00	0.0%
10-5481 · Mayor's Special Expense	0.00	1,500.00	-1,500.00	0.0%
10-5495 · Dues	0.00	2,000.00	-2,000.00	0.0%
10-5630 · Equipment	0.00	500.00	-500.00	0.0%
10-5710 · Insurance - Windstorm	455.50	7,500.00	-7,044.50	6.1%
10-5720 · Insurance - Liability/Prop/ WC	3,529.75	20,000.00	-16,470.25	17.6%
10-5721 · Bank Fees	0.00	100.00	-100.00	0.0%
10-5722 · credit card fees	0.00	4,000.00	-4,000.00	0.0%
10-5723 · Certificate Pay	0.00	0.00	0.00	0.0%
10-5724 · Longevity PAY	0.00	240.00	-240.00	0.0%
10-5725 · Grant Admin	0.00	15,000.00	-15,000.00	0.0%
5113 · Payroll - Office Manager	0.00	0.00	0.00	0.0%
10 · ADMINISTRATION - Other	4,863.05			
Total 10 · ADMINISTRATION	33,596.09	550,727.94	-517,131.85	6.1%

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Accrual Basis

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

	Oct 20	Budget	\$ Over Budget	% of Budget
15 · FINANCE				
15-5112 · Payroll - Senior Accountant	5,833.34	70,004.00	-64,170.66	8.3%
15-5127 · TMRS	854.01	7,357.42	-6,503.41	11.6%
15-5128 · FICA	436.87	5,355.31	-4,918.44	8.2%
15-5129 · TWC	0.00	162.00	-162.00	0.0%
15-5130 · WC	0.00	3,052.00	-3,052.00	0.0%
15-5132 · Health Insurance	454.40	5,830.00	-5,375.60	7.8%
15-5320 · Supplies/Printing	39.46	2,000.00	-1,960.54	2.0%
15-5321 · Postage	0.00	200.00	-200.00	0.0%
15-5410 · Technology	144.89	8,000.00	-7,855.11	1.8%
15-5411 · Training & Travel	0.00	5,000.00	-5,000.00	0.0%
15-5495 · Dues	0.00	2,500.00	-2,500.00	0.0%
15-5630 · Equipment	0.00	0.00	0.00	0.0%
15-5723 · Certificate Pay	0.00	0.00	0.00	0.0%
15-5724 · Longevity Pay	0.00	0.00	0.00	0.0%
Total 15 · FINANCE	7,762.97	109,460.73	-101,697.76	7.1%
20 · POLICE DEPARTMENT				
20-5112 · Payroll - Police Chief	8,290.22	99,495.00	-91,204.78	8.3%
20-5113 · Payroll - Full Time Officer	28,556.33	490,614.50	-462,058.17	5.8%
20-5114 · Telecommunications Operator	0.00	17,680.00	-17,680.00	0.0%
20-5115 · Humane/Code Enf. Officer	3,224.20	41,600.00	-38,375.80	7.8%
20-5125 · Payroll - Overtime	227.41	10,000.00	-9,772.59	2.3%
20-5126 · Professional Services	25.00	7,000.00	-6,975.00	0.4%
20-5127 · TMRS	8,311.75	73,810.63	-65,498.88	11.3%
20-5128 · FICA	1,591.74	53,725.15	-52,133.41	3.0%
20-5129 · TWC	28.56	2,106.00	-2,077.44	1.4%
20-5130 · WC	0.00	28,313.38	-28,313.38	0.0%
20-5131 · Certification Pay	1,523.07	42,900.00	-41,376.93	3.6%
20-5132 · Health Insurance	2,466.50	69,960.00	-67,493.50	3.5%
20-5320 · Supplies & Printing	0.00	3,500.00	-3,500.00	0.0%
20-5321 · Postage	0.00	100.00	-100.00	0.0%
20-5322 · Recruiting and Hiring Expenses	140.00	1,500.00	-1,360.00	9.3%
20-5324 · Cell Phone	0.00	7,000.00	-7,000.00	0.0%
20-5325 · Miscellaneous	27.86	4,900.00	-4,872.14	0.6%
20-5326 · Uniforms	1,179.89	7,500.00	-6,320.11	15.7%
20-5327 · Charitable	0.00	0.00	0.00	0.0%
20-5410 · Technology	1,654.85	18,000.00	-16,345.15	9.2%
20-5411 · Travel & Training	0.00	5,000.00	-5,000.00	0.0%
20-5412 · Radio Service	108.00	2,800.00	-2,692.00	3.9%
20-5413 · Radio Equipment	0.00	2,000.00	-2,000.00	0.0%
20-5415 · Building Maintenance	167.48	2,600.00	-2,432.52	6.4%
20-5450 · Vehicle Equipment	-869.00	5,000.00	-5,869.00	-17.4%
20-5495 · Association Dues	100.00	1,000.00	-900.00	10.0%
20-5496 · Dues - TCLDS	0.00	0.00	0.00	0.0%
20-5497 · Animal Control	35.00	2,000.00	-1,965.00	1.8%
20-5498 · Hospital Expense - Suspects	0.00	1,000.00	-1,000.00	0.0%
20-5499 · Investigations	100.00	2,900.00	-2,800.00	3.4%
20-5810 · Vehicle Insurance	2,256.50	5,000.00	-2,743.50	45.1%
20-5820 · Vehicle Repairs & Maint	540.33	13,000.00	-12,459.67	4.2%
20-5830 · Fuel	1,650.67	30,000.00	-28,349.33	5.5%

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11/13/20

Accrual Basis

City of Iowa Colony Profit & Loss Budget vs. Actual

October 2020

	Oct 20	Budget	\$ Over Budget	% of Budget
20-5840 · Equipment	0.00	10,000.00	-10,000.00	0.0%
20-5850 · Vehicle Replacement Fund	0.00	47,200.00	-47,200.00	0.0%
Total 20 · POLICE DEPARTMENT	61,336.36	1,109,204.66	-1,047,868.30	5.5%
25 · MUNICIPAL COURT				
25-5112 · Payroll- Municipal Court Clerk	3,414.65	45,001.00	-41,586.35	7.6%
25-5125 · Payroll - Clerk Overtime	399.67	2,500.00	-2,100.33	16.0%
25-5127 · TMRS	836.32	5,118.48	-4,282.16	16.3%
25-5128 · FICA	138.72	3,725.63	-3,586.91	3.7%
25-5129 · TWC	0.00	162.00	-162.00	0.0%
25-5130 · WC	0.00	1,962.04	-1,962.04	0.0%
25-5131 · Certification Pay	138.45	1,200.00	-1,061.55	11.5%
25-5132 · Health Insurance	385.09	5,830.00	-5,444.91	6.6%
25-5210 · Legal Delinquent Citations	0.00	5,000.00	-5,000.00	0.0%
25-5216 · Judge Court Fees	1,225.00	25,000.00	-23,775.00	4.9%
25-5217 · Prosecutor Fees	3,575.00	35,500.00	-31,925.00	10.1%
25-5218 · Interpreter	0.00	1,500.00	-1,500.00	0.0%
25-5219 · Professional Services - Muni Co	4,512.50	10,000.00	-5,487.50	45.1%
25-5315 · Payroll - Clerk	0.00	0.00	0.00	0.0%
25-5321 · Postage	0.00	500.00	-500.00	0.0%
25-5411 · Travel & Training	0.00	1,000.00	-1,000.00	0.0%
25-5414 · Jury Trial Expense	0.00	1,500.00	-1,500.00	0.0%
25-5415 · State Criminal Cost & Fees	0.00	80,000.00	-80,000.00	0.0%
25-5500 · Supplies & Equipment	48.42	4,200.00	-4,151.58	1.2%
25-5730 · Contract Services	0.00	4,735.12	-4,735.12	0.0%
Total 25 · MUNICIPAL COURT	14,673.82	234,434.27	-219,760.45	6.3%
30 · PUBLIC WORKS DEPARTMENT				
30-5115 · Payroll - Public Works	4,230.40	55,000.00	-50,769.60	7.7%
30-5125 · Payroll - Public Works Overtime	78.66	2,000.00	-1,921.34	3.9%
30-5127 · TMRS	956.49	5,990.70	-5,034.21	16.0%
30-5128 · FICA	139.63	4,600.00	-4,460.37	3.0%
30-5129 · TWC	0.00	162.00	-162.00	0.0%
30-5130 · WC	0.00	2,400.00	-2,400.00	0.0%
30-5131 · Certification Pay	0.00	0.00	0.00	0.0%
30-5132 · Health Insurance	385.09	5,830.00	-5,444.91	6.6%
30-5320 · Supplies	773.23	7,440.00	-6,666.77	10.4%
30-5451 · Roads./ Bridges/ Drainage	3,600.00	350,000.00	-346,400.00	1.0%
30-5452 · Mowing Roads	10,600.00	60,000.00	-49,400.00	17.7%
30-5454 · Bridge Replacement	0.00	30,000.00	-30,000.00	0.0%
30-5455 · Signs & Postings	919.31	8,000.00	-7,080.69	11.5%
30-5456 · Public Works Maintenance	0.00	0.00	0.00	0.0%
30-5461 · Park Improvements	0.00	35,000.00	-35,000.00	0.0%
30-5462 · Park Maintenance	5,255.98	70,000.00	-64,744.02	7.5%
30-5810 · Vehicle Insurance	270.00			
30-5820 · Vehicle Repairs & Maint	0.00	6,800.00	-6,800.00	0.0%
30-5830 · Fuel	151.53	5,000.00	-4,848.47	3.0%
30-5840 · Equipment	12,706.92	24,000.00	-11,293.08	52.9%
30-5850 · Vehicle Replacement Fund	0.00	3,500.00	-3,500.00	0.0%
30-5860 · ROW Maintenance	0.00	5,000.00	-5,000.00	0.0%
Total 30 · PUBLIC WORKS DEPARTMENT	40,067.24	680,722.70	-640,655.46	5.9%

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Accrual Basis

City of Iowa Colony Profit & Loss Budget vs. Actual

October 2020

	Oct 20	Budget	\$ Over Budget	% of Budget
35 · COMMUNITY SERVICES				
35-5111 · Payroll-Building Official	0.00	80,000.00	-80,000.00	0.0%
35-5112 · Payroll-Permits Clerk	3,080.00	40,040.00	-36,960.00	7.7%
35-5125 · Payroll-Clerk Overtime	223.34	1,500.00	-1,276.66	14.9%
35-5127 · TMRS	703.16	12,773.85	-12,070.69	5.5%
35-5128 · FICA	125.69	9,297.81	-9,172.12	1.4%
35-5129 · TWC	0.00	324.00	-324.00	0.0%
35-5130 · WC	0.00	5,234.05	-5,234.05	0.0%
35-5131 · Certification Pay	0.00	480.00	-480.00	0.0%
35-5132 · Health Insurance	385.09	8,745.00	-8,359.91	4.4%
35-5212 · Early Platting Escrow Exp. INV	0.00	0.00	0.00	0.0%
35-5214 · Engineering Services				
35-5216 · Platting	0.00	150,000.00	-150,000.00	0.0%
35-5217 · Plan Review	3,200.00	100,000.00	-96,800.00	3.2%
35-5218 · Permits/Inspections	21,096.66	195,000.00	-173,903.34	10.8%
35-5214 · Engineering Services - Other	9,679.75	80,000.00	-70,320.25	12.1%
Total 35-5214 · Engineering Services	33,976.41	525,000.00	-491,023.59	6.5%
35-5215 · Building Inspector Fees	75,182.40	295,500.00	-220,317.60	25.4%
35-5219 · Professional Services - Plannin	1,864.88	85,000.00	-83,135.12	2.2%
35-5220 · TIF Fund (70% of TIF revenue t	0.00	0.00	0.00	0.0%
35-5221 · ICVFD Contract Services/Equip	0.00	6,000.00	-6,000.00	0.0%
35-5320 · Supplies	517.95			
35-5455 · Signage & Postings	0.00	4,000.00	-4,000.00	0.0%
35-5722 · Credit Card Fees	2,327.29	10,000.00	-7,672.71	23.3%
35-5724 · Longevity Pay	0.00	240.00	-240.00	0.0%
35-5820 · Vehicle Repairs & Maint	1,221.39			
35-5840 · Equipment	2,173.98			
35-5850 · Vehicle Replacement Fund	0.00	3,500.00	-3,500.00	0.0%
Total 35 · COMMUNITY SERVICES	121,781.58	1,087,634.71	-965,853.13	11.2%
90 · CAPITAL AND PLANNING PROJECTS				
Parking and Storage Lot	0.00	0.00	0.00	0.0%
Public Safety Building Reserve	0.00	500,000.00	-500,000.00	0.0%
Purchase of Prop. Next to CH	0.00	0.00	0.00	0.0%
990 · Contingency	0.00	35,000.00	-35,000.00	0.0%
991 · PD - Vehicle	0.00	35,000.00	-35,000.00	0.0%
992 · PW Loader/Backhoe/Brush Truck	0.00	20,000.00	-20,000.00	0.0%
993 · Planning Projects	0.00	200,000.00	-200,000.00	0.0%
90 · CAPITAL AND PLANNING PROJECTS - Other	0.00	175,000.00	-175,000.00	0.0%
Total 90 · CAPITAL AND PLANNING PROJECTS	0.00	965,000.00	-965,000.00	0.0%
Total Expense	279,291.83	4,737,185.01	-4,457,893.18	5.9%
Net Income	21,070.84	25,480.52	-4,409.68	82.7%

NO.	LOCATION	
A	SIGNAGE	DESCRIPTION
1	Pasteur @Humboldt	Straighten Post
2	Pasteur @Carson	Need Signs
3	Carson Ln @Lister Dr	Straighten Post
4	Carson Ln @Humboldt	Straighten Post
5	Earle Ct @Humboldt	Straighten Post
6	Whitman Dr @Faulkner Trl	Straighten Post
7	Thoreau Dr @ Faulkner Trl	Straighten Post
8	Discovery Dr @Thoreau Dr	Straighten Post
9	Newton Ln @Discovery Dr	Straighten Post
10	Meridiana Pkwy @Discovery	Straighten Post
11	Drake st @Armstrong Dr	Straighten Post
12	Drake st @ Aldrin Dr	Straighten Post
13	Bauhaus Dr@ Iowa colony Blvd	Straighten Post
14	Ocean Dr @Lake ct	Straighten Post
15	Bauhaus Dr @Armstorng Dr	Straighten Post
16	Brazoria 524C country	Straighten Post
17	City Hall	Remove sign
18	N. Iowa Colony Blvd	Reset School Zone lights
19	W. CR56	Reset School Zone lights
20	S.Iowa Colony Blvd	Reset School Zone lights
21	E.Cr56	Reset School Zone lights
22	N. Iowa Colony Blvd	replace School Zone times
23	Meridiana Elementry school	replace School Zone times
24	Iowa Colony Blvd@Bavenport Pkwy	Took down
25	Iowa Colony Blvd@Duduque pkwy	Took down
26	Duduque pkwy@Iowa Colony Blvd	Took down
27		
28		
29		
30		
31		
B.	DEBRIS REMOVAL	
1	Bullard Rd @288	Pick up TV
2	Stevens Rd @288	Pick up Refrigerator
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

13		
14		
15		
16		
17		
18		
C.	MOWING/TREE TRIMMING	
1	Iowa Colony	All right of way
2	City Hall	Mow grass at City Hall
3	City Park	Mow the baseball Field
4	City Park	Mow the field behind baseball field
5	City Park	Water Leak
6	Cedar Rapids @288	Pick up limbs
7	824B	Pick up limbs
8		
9		
10		
11		
12		
13		
14		
15		
16		
D.	STREET REPAIRS	
1	Iowa Colony bvld	Pot hole
2	2930 Cedar Rapids pkwy@Ruth rd	Pot holes
3	9540 Ruth to Cedar Rapids pkwy	Pot Holes
4		
5		
6		
7		
8		
9		
E.	POWER LINES MAINTENANCE	
1	3522 CASSINI DR	Street light out
	Ditch Drainage issue	

	Miscellaneous Works	
1	City Hall	Toilet paper holder
2	City Hall	New Lock
3	City Hall	Clean up
4	City Park	replace the cushioning on Volleyball net
5		

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ORDINANCE NO. 2020-36

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; CANVASSING AN **ELECTION OF OFFICERS** AND DECLARING RESULTS; RATIFYING ALL ACTIONS TAKEN CONCERNING SUCH ELECTION; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. This Ordinance applies to the general election of municipal officers held by the City of Iowa Colony, Texas on November 3, 2020, for Alderman Position 1, and Alderman Position 2.

SECTION 2. The City Council hereby finds the following facts.

- (a) Notice of this election was given as required by law.
- (b) This election was called and in all ways held as required by law.
- (c) Only qualified voters voted in this election.
- (d) There were 0 write-in votes in this election.
- (e) There were 140 absentee ballots cast, 2,894 early voting ballots cast, and 304 ballots cast on election day, for a total of 3,338 ballots cast.
- (f) The returns of this election have been prepared and presented as provided by law, and the results are as follows:

<u>Office</u>	<u>Candidate</u>	<u>Votes</u>
Alderman Position 1	David Edward Dean	365
	Michael (Buck) Holton	441
	Sydney Hargroder	735
	Waylan Rhodes	300
	Douglas Marshall Chumley	628
Alderman Position 2	Arnetta Murray	1,228
	Gerane Padilla-Kerr	294
	Rebecca M. Hester	1,026

SECTION 3. The City Council hereby finds and ordains that the following persons have been elected to the following offices, respectively:

Alderman Position 1	Sydney Hargroder
Alderman Position 2	Arnetta Murray

Each of those persons is entitled to hold that office, beginning at the time he or she takes the oath of office required by law, but not less than five days, excluding Sundays, after this

election, and continuing for two (2) years thereafter and until his or her successor has been duly elected and qualified.

SECTION 4. All actions taken by the Mayor, City Secretary, or any other city officer in connection with this election are hereby ratified.

SECTION 5. A true copy of the election returns is attached hereto as Exhibit "A" and incorporated herein in full. Those election returns are marked "Unofficial" only because they were printed before this ordinance was passed. The passage of this ordinance makes those election returns official.

SECTION 6. This Ordinance shall be effective from the date of its passage and adoption.

PASSED AND ADOPTED this 16th day of November, 2020.

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

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

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EXHIBIT “A”

ELECTION RETURNS

City of Iowa Colony Cumulative Report

2020 General & Joint Election

Run Time 10:23 PM
Run Date 11/03/2020

Brazoria County

2020 General & Joint Election

11/3/2020

Page 1

Unofficial Results

Registered Voters

3338 of 4447 = 75.06%

Polling Places Reporting

46 of 46 = 100.00%

Council Position 1

Choice	Party	Absentee		Early Voting		Election Day		Total	
David Edward Dean	NP	10	10.10%	321	14.94%	34	15.38%	365	14.78%
Michael (Buck) Holton	NP	22	22.22%	376	17.50%	43	19.46%	441	17.86%
Sydney Hargroder	NP	23	23.23%	649	30.20%	63	28.51%	735	29.77%
Waylan Rhodes	NP	14	14.14%	266	12.38%	20	9.05%	300	12.15%
Douglas Marshall Chumley	NP	30	30.30%	537	24.99%	61	27.60%	628	25.44%
Cast Votes:		99	100.00%	2,149	100.00%	221	100.00%	2,469	100.00%
Undervotes:		41		745		83		869	
Overvotes:		0		0		0		0	

Council Position 2

Choice	Party	Absentee		Early Voting		Election Day		Total	
Arnetta Murray	NP	49	48.04%	1,088	48.85%	91	41.55%	1,228	48.19%
Gerane Padilla-Kerr	NP	16	15.69%	258	11.59%	20	9.13%	294	11.54%
Rebecca M. Hester	NP	37	36.27%	881	39.56%	108	49.32%	1,026	40.27%
Cast Votes:		102	100.00%	2,227	100.00%	219	100.00%	2,548	100.00%
Undervotes:		38		667		85		790	
Overvotes:		0		0		0		0	

City of Iowa Colony Proposed Amendment A

Choice	Party	Absentee		Early Voting		Election Day		Total	
For		70	61.40%	1,506	67.05%	126	56.25%	1,702	65.87%
Against		44	38.60%	740	32.95%	98	43.75%	882	34.13%
Cast Votes:		114	100.00%	2,246	100.00%	224	100.00%	2,584	100.00%
Undervotes:		26		648		80		754	
Overvotes:		0		0		0		0	

*** End of report ***

ORDINANCE NO. 2020-37

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, FOR THE PURPOSE OF CANVASSING AN ELECTION AND DECLARING ELECTION RESULTS CONCERNING THE **IOWA COLONY HOME RULE CHARTER**; RATIFYING ALL ACTIONS CONCERNING SUCH ELECTION; CONTAINING FINDINGS OF FACT; AND PROVIDING A SEVERANCE CLAUSE AND EFFECTIVE DATE.

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

SECTION 1. This ordinance applies to the election held by the City of Iowa Colony, Texas ("the City"), on November 3, 2020, on the adoption of a home rule charter.

SECTION 2. The City Council hereby finds the following facts:

- (a) Notice of this election was given as required by law.
- (b) This election was called and in all ways held as required by law.
- (c) Only qualified voters voted in this election.
- (d) There were 0 write in votes in this election.
- (e) There were 140 absentee ballots cast, 2,894 early voting ballots cast, and 304 ballots cast on election day, for a total of 3,338 ballots cast.
- (f) The returns of this election have been prepared and presented as provided by law, and the results are as follows:

On the following proposition:

"The adoption by the City of Iowa Colony of the Home Rule Charter proposed by the Iowa Colony Charter Commission."

Votes for the Proposition:	1,702
Votes Against the Proposition:	882
Votes by which the Proposition was Approved:	820

SECTION 3. A true copy of the election returns is attached hereto as Exhibit "A" and incorporated herein in full. Those election returns are marked "Unofficial" only because they were printed before this ordinance was passed. The passage of this ordinance makes those election returns official.

SECTION 4. The City Council hereby declares that the proposition stated herein has been passed and approved in the election, and that the Home Rule Charter of the City of Iowa Colony, Texas, has been adopted. A true copy of the adopted Home Rule Charter of the City of Iowa Colony, Texas, is attached hereto as Exhibit "B" and incorporated herein in full.

SECTION 5. All actions taken by any officer of the City in connection with this election are hereby ratified.

SECTION 6. 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.

SECTION 7. This ordinance shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this 16th of November, 2020.

CITY OF IOWA COLONY, TEXAS

MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

Copy

EXHIBIT “A”

ELECTION RETURNS

Copy

**City of Iowa Colony
Cumulative Report**

2020 General & Joint Election

Run Time 10:23 PM
Run Date 11/03/2020**Brazoria County**

2020 General & Joint Election

11/3/2020

Page 1

Unofficial Results**Registered Voters**

3338 of 4447 = 75.06%

Polling Places Reporting

46 of 46 = 100.00%

Council Position 1

Choice	Party	Absentee		Early Voting		Election Day		Total	
David Edward Dean	NP	10	10.10%	321	14.94%	34	15.38%	365	14.78%
Michael (Buck) Holton	NP	22	22.22%	376	17.50%	43	19.46%	441	17.86%
Sydney Hargroder	NP	23	23.23%	649	30.20%	63	28.51%	735	29.77%
Waylan Rhodes	NP	14	14.14%	266	12.38%	20	9.05%	300	12.15%
Douglas Marshall Chumley	NP	30	30.30%	537	24.99%	61	27.60%	628	25.44%
Cast Votes:		99	100.00%	2,149	100.00%	221	100.00%	2,469	100.00%
Undervotes:		41		745		83		869	
Overvotes:		0		0		0		0	

Council Position 2

Choice	Party	Absentee		Early Voting		Election Day		Total	
Arnetta Murray	NP	49	48.04%	1,088	48.85%	91	41.55%	1,228	48.19%
Gerane Padilla-Kerr	NP	16	15.69%	258	11.59%	20	9.13%	294	11.54%
Rebecca M. Hester	NP	37	36.27%	881	39.56%	108	49.32%	1,026	40.27%
Cast Votes:		102	100.00%	2,227	100.00%	219	100.00%	2,548	100.00%
Undervotes:		38		667		85		790	
Overvotes:		0		0		0		0	

City of Iowa Colony Proposed Amendment A

Choice	Party	Absentee		Early Voting		Election Day		Total	
For		70	61.40%	1,506	67.05%	126	56.25%	1,702	65.87%
Against		44	38.60%	740	32.95%	98	43.75%	882	34.13%
Cast Votes:		114	100.00%	2,246	100.00%	224	100.00%	2,584	100.00%
Undervotes:		26		648		80		754	
Overvotes:		0		0		0		0	

*** End of report ***

EXHIBIT “B”

**HOME RULE CHARTER OF THE
CITY OF IOWA COLONY, TEXAS**

Copy

**HOME RULE CHARTER
OF THE
CITY OF IOWA COLONY, TEXAS**

PREAMBLE

We, the citizens of Iowa Colony, Texas, in order to establish a home rule municipal government, provide for the future progress of our city, obtain more fully the benefits of local self-government, and provide for the public health, safety, and welfare, hereby adopt this Home Rule Charter in accordance with the constitution and statutes of the State of Texas.

ARTICLE 1. INCORPORATION, FORM OF GOVERNMENT, AND BOUNDARIES

Sec. 1.01. Incorporation

All inhabitants of the City of Iowa Colony, Texas, within the boundaries of this city as now established or as later amended, shall continue to constitute a municipal body politic and shall be incorporated forever as a home rule city under the name "City of Iowa Colony" (sometimes herein called the "city") with all powers, rights, authority, privileges, obligations, and immunities provided herein or by law.

Sec. 1.02. Form of Government

The municipal government provided by this charter shall be known as the "Council-Manager Government." Pursuant to its provisions and subject only to the limitations imposed by the state constitution, the statutes of this state, and this charter, all powers of the city shall be vested in an elective council, hereinafter referred to as the "City Council," which shall enact local legislation, adopt budgets, determine policies, and appoint the city manager, who in turn shall execute the laws and administer the government of the city. All powers of the city shall be exercised in the manner prescribed by this charter, or if the manner be not prescribed, then in such manner as may be prescribed by ordinance, the state constitution or the statutes of the state.

Sec. 1.03. The Boundaries

a. Establishment of Boundaries. The boundaries and extraterritorial jurisdiction of the city shall be as they exist when this charter is adopted, until changed as provided by law. Any authority or provision herein to establish or change the city's boundaries shall also establish and authorize changes to the extraterritorial jurisdiction.

b. Official Map. The City Secretary shall at all times keep on file a correct and complete description and official map of the city boundaries and extraterritorial jurisdiction.

Sec. 1.04. Extension of Boundaries

The extraterritorial jurisdiction and boundaries of the city may hereafter be enlarged and extended authorized under the terms and provisions of Texas Local Government Code chapters 42 and 43, as now existing or later amended, or as otherwise provided by law.

Sec. 1.05. Contraction of Boundaries

a. Authority from Charter. Whenever the City Council determines that any territory within the corporate limits of the city is not suitable or necessary for city purposes, the City Council may disannex that territory by ordinance, upon a petition signed by a majority of the qualified voters residing in that territory if it is inhabited, or without any such petition if that territory is uninhabited. That petition and ordinance shall specify accurately the metes and bounds of the territory sought to be eliminated from the city and shall contain a plat designating that territory, so that it can be definitely ascertained. When the disannexation ordinance has been duly passed, it shall be entered upon the minutes and records of the city, and from and after the passage of that ordinance, that territory shall cease to be a part of the city, but that territory shall still be liable for its pro rata share of any debts incurred while that territory was a part of the city, and the city shall continue to levy, assess, and collect taxes on the property within that territory to pay the indebtedness incurred while that territory was a part of the city, as though that territory had not been excluded from the boundaries of the city.

b. Authority from Other Law. In addition, the city may remove territory from the extraterritorial jurisdiction or city limits as provided by law.

ARTICLE 2. POWERS OF THE CITY

Sec. 2.01. General

The city may use a corporate seal; may sue and be sued; may contract and be contracted with; may implead and be impleaded in all courts in all matters whatsoever; may cooperate with the government of the State of Texas or any agency thereof, the federal government or any agency thereof, or any political subdivision of the State of Texas; and shall have all the powers granted to cities by the constitution and laws of the State of Texas, together with all the implied powers necessary or convenient to carry into execution all the powers granted. The city may acquire property within or without its boundaries for any municipal purpose in fee simple or in any lesser interest or estate, by purchase, gift, devise, lease or condemnation and may sell, lease, hold, manage and control any property now owned by it or which it may later acquire; and may construct, own, lease, operate and regulate public utilities; may assess, levy and collect taxes for general and special purposes on all lawful subjects of taxation; may borrow money on the faith and credit of the city by the issuance and sale of bonds, notes, or other lawful debt instruments of

the city; may appropriate the money of the city for all lawful purposes; may regulate and control the use, for whatever purpose, of the streets and other public places; may make and enforce all police, health, sanitary and other regulations; and may pass such ordinances as may be expedient for the protection and maintenance of good government, peace and welfare of the city, for the performance of the functions thereof, for the order and security of its residences; and may provide suitable penalties for the violation of any ordinance enacted by the city; and, except as prohibited by the constitution and laws of this state or restricted by this charter, the city may exercise all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.

Sec. 2.02. General Powers Adopted

The enumeration of the particular powers in this charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated herein, implied hereby, or appropriate to the exercise of those powers, the city shall have and may exercise all powers of local self-government and all other powers which, under the constitution and laws of the State of Texas, it would be competent for this charter specifically to enumerate. The city shall have and may exercise all the powers enumerated in the laws of the State of Texas, as now or later amended.

Sec. 2.03. Eminent Domain

The city shall have the full power of eminent domain, subject to all limitations and restrictions provided by law.

ARTICLE 3. THE CITY COUNCIL

Sec. 3.01. Number, Selection, and Term

a. **General.** The legislative and governing body of the city shall consist of a mayor and six councilmembers and shall be known as the "City Council of the City of Iowa Colony" and is sometimes herein called the "council" or "City Council."

b. **Mayor.** The mayor shall be elected to office from the city at large. The mayor shall be a member of the city council for all purposes.

c. **At Large and District Council Places.** There shall be three at large council places, which shall be designated Position One, Position Two, and Position Three. These three positions shall be elected as at large positions. There shall also be three council places, which shall be designated District A, District B. and District C, and the council members in those places shall reside in and shall be elected from districts to be established and determined as herein provided in compliance with applicable law. Each council place shall constitute a separate office. A person may not be a candidate for more than one place on the council at one time, and a candidate must

specify that place at the time of officially becoming a candidate. Every qualified voter in the city shall be entitled to vote on a candidate for the Mayor and for each at large council position. Only qualified voters who reside within a council district shall be eligible to vote for a candidate for the council place for that district.

d. Staggered Terms

1. Transition Provisions

i. At the general election of city officers in 2020, persons shall be elected to Council Member Positions 1 and 2, which shall be the same as the current Council Member Positions 1 and 2, for two year terms and until their respective successors are rightfully sworn in.

ii. At the general election of city officers in 2021, persons shall be elected to the offices of Mayor and Council Member Positions 4 and 5, which shall be the same as the current positions of Mayor and Council Member Positions 4 and 5, for two year terms and until their respective successors are rightfully sworn in, and a person shall be elected to the office of Council Member Position 3 for a transitional one year term and until his or her successor is rightfully sworn in. For the sole purpose of determining when a successor is sworn in, Council Member District A shall be considered the successor to Council Position 4, and Council Member District B shall be considered the successor to Council Position 5.

2. After the Transition

i. At the general election of city officers in 2022, and in each even numbered year after that, persons shall be elected to the offices of Council Member Positions 1, 2, and 3 for two year terms and until their respective successors are rightfully sworn in.

ii. At the general election of city officers in 2023, and in each odd numbered year after that, persons shall be elected to the offices of Mayor and Council Members Districts A, B, and C for two year terms and until their respective successors are rightfully sworn in.

3. Uniform Election Dates. The annual election of city officers shall be held on the statutory uniform election date in May of each year, except as otherwise provided in response to the COVID-19 pandemic or other emergency measures. If an election of officers is postponed from the May uniform election date because of an emergency, the reference herein to a two year term shall mean two years from the May election date when the election would have been held without the emergency postponement, except as otherwise provided by law.

e. Term of Office. Elections. Each council member shall hold office for a period of two years and until his or her successor is rightfully sworn in. A council member whose term ends early due to a resignation or any other reason shall not hold over in office after the resignation or other early termination becomes effective. All elections shall be held in the manner provided in article 5 of this charter and in compliance with law.

f. District Boundaries

1. Initial Districts. The initial council district boundaries shall be drawn by the Charter Commission members, and they are hereby constituted as the initial District Boundaries Commission for that purpose. The initial district boundaries drawn by the District Boundaries Commission shall be delivered to the mayor and shall not be changed until after the City Council election of May 2022.

2. Redistricting

i. Beginning after the City Council election of May 2022, the council may at its discretion review and revise council district boundaries from time to time, and the council must review the district boundaries for possible revision as soon as practicable after the release of data from each decennial federal census. After the initial district boundaries are established, the Charter Review Commission appointed under Section 11.12 shall advise the council on redistricting.

ii. Changing district boundaries shall not require an amendment of this charter and may be done by ordinance, but the number of districts shall not be changed except by an amendment of this charter.

iii. The city must consult with one or more independent experts to ensure the district boundaries are drawn in accordance with applicable law; however, the boundaries shall not be subject to challenge on the grounds that such consultation was not done.

iv. Promptly following the addition of territory to the city by a boundary change, the City Council shall by ordinance add that territory to an adjacent district or districts.

Sec. 3.02. Qualifications. Resign-to-Run

a. Qualifications. To be eligible to be a candidate for, elected to, or appointed to the City Council, a person must:

- 1.** Be a United States citizen;
- 2.** Be 21 years of age or older on the first day of the term to be filled at the election or on the date of appointment, as applicable;

3. Have not been determined by a court exercising probate jurisdiction to be:
 - i. Totally mentally incapacitated; or
 - ii. Partially mentally incapacitated without the right to vote;
4. Be a qualified voter of the city, whether registered to vote or not;
5. Have been a resident of the territory from which the office is elected or appointed for 12 months immediately preceding the following date:
 - i. The date of the regular filing deadline for a candidate's application for a place on the ballot;
 - ii. For a write-in candidate, the date of the election for which the candidate's name is written in; or
 - iii. For an appointee to the council, the date of the appointment;
 - iv. If territory is annexed into the city within the 12 month period described in this section, then the person's residence in that territory before the annexation counts toward the residency requirement; and
6. Meet all requirements of applicable law.

b. Resign-to-Run

1. Any of the following events shall constitute an automatic resignation from the office on the council already being held by a person:
 - i. that person officially becomes a candidate for a different office on the council, which act entitles that person to a place on the ballot for that office or to receive write-in votes for that office, unless the term of the earlier office is scheduled to expire at or before the beginning of the term of the office for which the person becomes a candidate; or
 - ii. that person is sworn in to a different office on the council.
2. This subsection "b" does not apply to the office of mayor pro-tem or any office other than council member, which as always in this charter includes the mayor.
3. The city secretary shall give notice on the city's internet website of a vacancy created under this subsection promptly when the vacancy is created. The city secretary shall give notice on that website of any filing period for any special election to fill that vacancy, promptly when the election is ordered.

Sec. 3.03. Council to be Judge of Election and Qualification

The city council shall be the judge of the election and qualification of its own members and other elected officers of the city.

Sec. 3.04. Compensation

a. **No Compensation for Services.** City council members shall not receive compensation for their services as council members.

b. **Expenses.** City ordinances may provide for and regulate payments to council members for reasonable expenses incurred in the performance of their official duties.

Sec. 3.05. Mayor and Mayor Pro Tem

a. **Mayor.** The mayor shall be the presiding officer of the City Council and may make and second motions, participate in discussions, and vote on all matters under consideration by the council, subject to the same restrictions as any other council member. The mayor shall be the head of the city government for all ceremonial purposes but shall have no regular administrative duties. The mayor shall be the official head of the city for purposes of martial law and of other emergency powers, except to the extent otherwise provided by law. The mayor shall annually present to the council a written report on the state of the city. The mayor shall perform such other duties consistent with the office as may be imposed upon the mayor by this charter, ordinances and resolutions passed pursuant hereto, or other law.

b. **Mayor Pro Tem.** The City Council, at its first meeting after installation of council members after each regular election of council members, shall elect a council member as mayor pro-tem, and he or she shall perform all the duties of the mayor in the absence or disability of the mayor.

Sec. 3.06. Vacancies

a. **Creation of Vacancy.** A vacancy in the office of a council member occurs upon any of the following:

1. The council member fails to maintain the qualifications for that office throughout the term of office, as determined by the council;
2. The council member is absent from three consecutive regularly scheduled council meetings without valid excuse, as determined by the council;
3. The council member resigns voluntarily or involuntarily;
4. The council member is removed from office; or
5. A vacancy otherwise exists by law.

b. Filling Vacancy by Appointment. The council must fill a vacancy on the council by appointment for the remainder of the unexpired term, except as otherwise provided in subsection c.

c. Special Election to Fill Vacancy. However, this subsection applies in either of the following circumstances:

1. There are three or more appointed members on the council; or
2. The vacancy is created by a resignation but not by an automatic resignation, not by a resignation while a recall petition is pending, and not by a disqualification.

Where this subsection applies, the council may fill the vacancy by appointment until the next regularly scheduled date for the election of municipal officers occurring long enough after the creation of the vacancy for an election to fill the vacancy to be held lawfully on that date, and on that date an election must be held to fill the vacancy for the remainder of the unexpired term.

Sec. 3.07. Powers of the City Council. All powers of the city and the determination of all matters of policy shall be vested in the City Council, except as otherwise specifically provided in this charter. Without limitation of the foregoing and among the other powers that may be exercised by the city council, the following are hereby enumerated for greater certainty:

a. Appoint and remove from any office or position of employment in the city government any officer, employee, or member of any board or commission, except as otherwise provided in Sections 4.1, 4.2, or any other provision of this charter.

b. Establish and consolidate any offices or administrative departments and abolish offices or departments established by the council but not by this charter.

c. Adopt the budget of the city.

d. Authorize the issuance of bonds by a bond ordinance.

e. Inquire into the conduct of any office, department or agency of the city and make investigations as to municipal affairs.

f. Provide for any boards and commissions and appoint the members thereof. Such boards and commissions shall have all powers and duties now or later conferred and created by this charter, by city ordinance, or by law.

g. Adopt and modify the zoning plan and the building code of the city.

h. Adopt and modify the official map of the city.

i. Adopt, modify, and carry out plans for urban renewal and economic development.

j. Adopt, modify, and carry out plans proposed by the planning commission for the planning, improvement, and redevelopment of any area destroyed in whole or in part by disaster.

k. Regulate, license, and fix the charges or fares made by any person, firm or corporation owning, operating, or controlling any vehicle of any character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets and alleys of the city.

l. Provide for the establishment and designation of fire limits and prescribe the kind and character of buildings, structures, or improvements to be erected, and provide for the erection of fireproof buildings within those limits, and provide for the condemnation of buildings or structures that are dangerous, dilapidated, or likely to increase the fire hazard, and prescribe the manner of their removal or destruction within those limits.

m. Set the salaries and compensation of the city officers and employees, except to the extent that the council delegates that authority to the city manager.

n. The council may provide for sanitary garbage disposal, set fees and charges therefor, and provide penalties for failure to pay those fees and charges.

o. Exercise exclusive dominion, control, and jurisdiction in, upon, over, and under the public streets, avenues, sidewalks, alleys, highways, boulevards, and public grounds of the city and provide for the improvement of those as provided in Texas Transportation Code Ch. 313, as now or later amended, or in any applicable law.

p. Compromise and settle any and all claims and lawsuits of every kind and character in favor of or against the city, its officers, or its employees in their official capacity.

Sec. 3.08. Meetings of the City Council

The City Council shall hold at least one regular meeting in each month at a time to be fixed by it for such regular meetings and may hold additional or special meetings when called by the mayor or any two members of the council. All meetings of the City Council shall be public, except to the extent otherwise allowed by law. All council meetings shall be held at the city hall, except that the council or the mayor and two other council members may designate another place for those meetings, and notice of any meeting at a place other than city hall shall be posted at city hall, at the place of that meeting, and on the internet website of the city, in the manner provided by law for notice of council meetings.

Sec. 3.09. Rules of Procedure

The City Council shall determine its own rules of procedure and may compel the attendance of its members. A majority of the qualified members of the City Council shall constitute a quorum to do business, and the affirmative vote of a majority of the qualified

members present shall be necessary to adopt any ordinance or resolution. Minutes of the proceedings of all meetings of the City Council shall be kept, to which any person may have access at all reasonable times and which shall constitute one of the archives of the city. The vote upon the passage of all ordinances and resolutions shall be entered upon the minutes, and every ordinance or resolution, upon its final passage, shall be recorded in a book or other suitable, lawful medium kept for that purpose, and shall be authenticated by the signature of the presiding officer and the city secretary.

Sec. 3.10. Procedure for Passage of Ordinances

a. The City Council shall only pass ordinances and resolutions that are in written or printed form.

b. All ordinances, except ordinances making appropriations, codifying or rearranging existing ordinances, or enacting a code of ordinances, shall state the general subject matter in the caption or title.

c. The enacting clause of all ordinances shall be: "Be it ordained by the City Council of the City of Iowa Colony." The enacting clause need not be included in a codification of ordinances.

d. No ordinance shall be finally passed unless either:

1. The general subject matter caption or title has been read at two regular council meetings on separate days;

2. The passage of the ordinance requires either a public hearing or more notice than normally required by the Texas Open Meetings Act; or

3. The council finds that an emergency, an urgent public necessity, or an imminent and unusual threat of substantial property damage or of other substantial economic loss requires the passage of the ordinance without two readings. The council must clearly identify in the ordinance the emergency, the urgent public necessity, or the imminent and unusual threat of substantial property damage or of other substantial economic loss. An emergency or an urgent public necessity exists only if immediate action is required of the council because of:

i. an imminent threat to public health and safety, including a threat described by paragraph "ii" below if imminent; or

ii. a reasonably unforeseeable situation, including:

A. fire; explosion; chemical release; flood; earthquake; hurricane; tornado; wind, rain, hail, ice, or snow storm; or other natural or human-caused disaster;

B. power failure; transportation failure; or interruption of water, sewage treatment, or communication services;

C. epidemic;

D. riot, civil disturbance, enemy attack, or other actual or threatened act of lawlessness or violence; or

E. the sudden relocation of a large number of residents from the area of a declared disaster to this city or its extraterritorial jurisdiction.

4. Amending a proposed ordinance between the first reading and the final passage shall not require restarting the process of two readings.

5. Each ordinance of the city passed after this charter takes effect shall be posted on the internet website of the city, unless that ordinance has been included in a codification of the city's ordinances appearing on the internet with a link from the city's website to that codification.

e. Notice of Passage of Ordinances

1. **Posting on Website.** The city secretary shall post every ordinance on the city's internet website promptly after final passage.

2. **Publication in Newspaper.** Except as otherwise required by law or by this charter, the city secretary shall give notice of the enactment of every penal ordinance and, to the extent required by law, every other ordinance promptly after final passage thereof, by causing the general subject matter title or caption of the ordinance, including a summary of the penalty for violation, to be published one time in a newspaper of general circulation in the city.

3. **Proof of Notice.** An affidavit of that publication by a printer or publisher of that newspaper, or an affidavit of that posting by an administrator of that website, filed with the city secretary shall be conclusive evidence in all courts and elsewhere of the legal publication and posting, respectively, of that ordinance.

4. **Effective Date of Penalty.** The penalty, fine, or forfeiture shall apply five days after publication, or at a later time provided in the ordinance.

Sec. 3.11. Official Bonds for City Officers and Employees

The city manager, the city secretary, and such other city officers and employees as the City Council may require, shall before entering upon the duties of their offices, enter into a good and sufficient fidelity bond in a sum to be determined by the City Council, payable to the city and conditioned upon the faithful discharge of the duties of those persons and upon the faithful

accounting for all monies, credits, and things of value coming into the hands of those persons, and those bonds shall be signed as surety by a company authorized to do business under the laws of the State of Texas, and the premium on those bonds shall be paid by the city, and those bonds must be acceptable to the City Council.

Sec. 3.12. Investigation by City Council

The City Council shall have power to inquire into the conduct of any office, department, agency, officer, or employee of the city and to make investigations as to municipal affairs, and for that purpose may subpoena witnesses, administer oaths, and compel the production of books, papers, and other evidence. Failure to obey that subpoena or to produce books, papers or other evidence as ordered under the provisions of this section shall constitute a misdemeanor and shall be punishable by fine not to exceed two hundred dollars.

Sec. 3.13. Audit and Examination of City Books and Accounts

The City Council may require a special audit to be made of the books and accounts of each and every department of the city at any time during the year. At the close of each fiscal year a complete audit shall be made by a certified public accountant, who shall be selected by the City Council, and that audit shall include a recapitulation of all audits made during the course of that fiscal year, and all audit reports shall be presented to the City Council, shall be available for public inspection, and shall be made a part of the records of the city. The accountant so selected shall not maintain or keep any of the city's accounts or records.

ARTICLE 4. ADMINISTRATIVE SERVICES

Sec. 4.01. Appointment and Removal of Personnel

a. **Action by Council.** The council appoints and removes the city manager, city attorney, municipal judge, and members of any board or commission. In the event of any conflicting terms concerning the authority to appoint or remove personnel, the authority of the council shall take precedence.

b. **Action by City Manager with Concurrence of Council**

1. **Appointments.** The city manager appoints, with the concurrence of the council, all department heads except the city manager, city attorney, and municipal judge.

2. **Removal.** Not applicable.

c. Action by City Manager

1. **Appointments.** The city manager hires all employees except the city manager, city attorney, municipal judge, and other department heads. Those exceptions are appointed as described in subsections (a) and (b) (1).

2. **Removal.** The city manager removes all employees, including department heads, except the city manager, city attorney, and municipal judge.

Sec. 4.02. Restrictions on Personnel Authority of Council

a. **Appointments.** Except as otherwise provided in Section 4.01, neither the City Council nor any of its members shall direct the appointment of any person to office by the city manager or by any of his or her subordinates.

b. **Dealing through City Manager.** Except for the purpose of inquiry, the City Council and its members shall deal with the administrative services solely through the city manager. Neither the council nor any member thereof shall give orders to any subordinate of the city manager, either publicly or privately.

c. **Mayor's Emergency Powers.** However, the emergency powers of the mayor are an exception to this section.

Sec. 4.03. City Manager

a. **Appointment and Qualifications.** The City Council shall appoint a city manager who shall be the chief administrative and executive officer of the city and shall be responsible to the city council for the administration of all the affairs of the city. He or she shall be chosen by the City Council solely on the basis of his or her executive and administrative training, experience and ability. The city manager must become a resident of the city within a time to be set by the council. No member of the City Council shall be appointed city manager during the time for which he or she is elected or appointed and for one year thereafter.

b. **Term and Salary.** The council shall set the terms of employment and compensation of the city manager and may enter into an employment agreement with the city manager. In case of the absence or disability of the city manager, the city council may designate a person or persons to perform the duties of the office during that absence or disability. The city manager shall receive such compensation as may be fixed by the council.

c. **Annual Performance Review.** The council shall cause a performance review of the city manager to be done annually.

d. **Powers and Duties of the City Manager.** The City Manager shall have the following powers and duties:

1. Appoint and remove any employee of the city, except as otherwise provided by Section 4.01, any other provision of this charter or any ordinance consistent with this charter.

2. Prepare the budget annually and submit it to the City Council, and be responsible for its administration after adoption.

3. Prepare and submit to the City Council as of the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year.

4. Keep the City Council advised of the financial condition and future needs of the city and make such recommendation as may seem desirable.

5. Supervise all employees of the city, including department heads.

6. Perform such duties as may be prescribed by this charter or may be required of him or her by the City Council, not inconsistent with this charter.

Sec. 4.04. Police Department

The city shall establish and maintain a Police Department to preserve order within the city, to secure the residents of the city from violence and the property therein from injury or loss, and for all other lawful purposes.

Sec. 4.05. City Secretary

a. **Duties.** The city secretary is subject to appointment and removal as provided in Section 4.01. The city secretary or an assistant city secretary shall give notice of council meetings, shall keep the minutes of the proceedings of those meetings, shall authenticate those minutes by his or her signature, and shall keep all those minutes, all ordinances, and all resolutions in records indexed for the purpose. The city secretary or an assistant city secretary shall perform such other duties as the city manager shall assign to him/her, and those elsewhere provided for in this charter or by law.

b. **Assistants, Deputies, and Substitutes.** Any reference to the city secretary in this charter or in an ordinance passed pursuant hereto shall mean the person performing the duties of the city secretary, unless the reference expressly excludes anyone other than the city secretary.

Sec. 4.06. Municipal Court

a. **Court Established.** There shall be established and maintained a court designated as the Municipal Court for the trial of misdemeanor offenses, with all powers and duties now or later prescribed by the laws of the State of Texas relative to municipal courts.

b. Municipal Judge. The judge of that court shall:

1. be a citizen of the United States,
2. be a resident of the State of Texas,
3. not meet any of the disqualifications to vote under either the Texas Constitution or state law,
4. be a duly licensed attorney in the State of Texas, unless that person has continuously served as a municipal judge of this city since the adoption of this charter, and
5. hold no other city office or city employment with this city during the term for which that person is appointed judge of the municipal court.

c. Appointment and Removal of Judge. The judge shall be appointed by the council, shall hold this office at the pleasure of the council, and shall receive such salary as may be fixed by the council.

d. Alternate Judges. To provide for adequate judicial service, the City Council may appoint temporary, alternate, or relief judges in case of the disability, absence, or other unavailability of the municipal judge. All temporary, alternate, or relief judges must meet the same qualifications as the municipal judge.

e. Municipal Court Clerk

1. The clerk of the municipal court shall be appointed and removed as provided in Section 4.1.

2. The clerk of the court and his or her deputies shall have the power to administer oaths and affidavits, make certificates, affix the seal of the court thereto, and generally perform any and all acts usual and appropriate by the clerk of a court in issuing process of a court and conducting its business.

Sec. 4.07. City Attorney

The City Council shall appoint a competent attorney licensed to practice law in the State of Texas, who shall be the city attorney. He or she shall receive for his or her services such compensation as may be fixed by the City Council and shall hold office at the pleasure of the City Council. The city attorney, or such other attorneys selected by him or her with the approval of the City Council, shall represent the city in all litigation. He or she shall be the legal advisor, attorney, and counsel for the city and all officers and departments thereof.

ARTICLE 5. NOMINATIONS AND ELECTIONS

Sec. 5.01. Elections

Regular municipal elections shall be conducted by the appointed election authorities and shall be held on a uniform election date set out in state law. The City Council shall fix the hours and place for holding those elections. The City Council may order a special election in a manner provided by law.

Sec. 5.02. Regulation of Elections

The City Council shall make all regulations which it considers needful or desirable, not inconsistent with this charter or the laws of the State of Texas, for the conduct of municipal elections, for the prevention of fraud in those elections, and for the recount of ballots in case of doubt or fraud. Municipal elections shall be conducted by the appointed election authorities, who shall also have power to make regulations not inconsistent with this charter, any regulations made by the council, or the laws of the State of Texas.

Sec. 5.03. Filing for Election to Office

Any person having the qualifications set forth for council members under section 3.02 of this charter shall have the right to file an application in writing for any elective office of the city as provided by law.

Sec. 5.04. Official Ballot

Ballots shall be as provided by the Texas Election Code. No party designation shall appear on the ballot in connection with the name of a candidate for city office.

Sec. 5.05. Election by Plurality

To be elected to city office, a person must receive more votes than any other candidate for that office, except that ties shall be resolved as provided by law.

Sec. 5.06. Laws Governing City Elections

All city elections shall be governed, except as otherwise provided by this charter, by the laws of the State of Texas governing general and municipal elections.

Sec. 5.07. Conducting and Canvassing Elections

The election judges and other necessary election officials for conducting all city elections shall be appointed by the City Council. The election judges shall conduct the elections and perform all duties as provided by the general election laws of Texas. Within the time set by state law, the City Council shall canvass the elections as provided by law.

Sec. 5.08. Oath of Office

Every officer of the city shall, before entering upon the duties of office, take the oaths or affirmations of office as set forth in the Texas Constitution.

ARTICLE 6. RECALL OF OFFICERS

Sec. 6.01. Scope of Recall

Any city officer holding an elective office, whether elected by the voters or appointed to fill a vacancy, shall be subject to removal from office by a recall election only on the grounds of incompetency, corruption, misconduct, or malfeasance in office, and only in compliance with the requirements of this Article.

Sec. 6.02. Procedures Before Circulating Petition

a. Filing Petition for Preliminary Review. Before an election is ordered on the question of the recall of an officer, a petition with the number of valid signatures required by this charter and demanding that recall must be filed with the city secretary. Before a recall petition is circulated for multiple signatures, one petitioner must sign the proposed petition and submit it to the city secretary.

b. Review by City Attorney. Upon receipt of a petition under subsection "a," the city secretary shall promptly transmit it to the city attorney for an advance determination of the legal sufficiency of the alleged grounds for removal and of the form and content of the petition. The city attorney must, within ten days after receiving the petition, notify one petitioner who filed the petition with the city secretary ("the submitting petitioner") of the city attorney's determination concerning the legal sufficiency, form, and content of the petition. That notice shall state the reasons for any insufficiency.

c. Consequence of Insufficiency. The city shall not consider a petition that the city attorney determines is insufficient.

d. No Fee for Review. No fee shall be due from a petitioner for the review of a petition.

Sec. 6.03. Contents of Petition

a. Addressed to Council. Statement of Grounds. The recall petition must be addressed to the City Council and must distinctly and specifically state each separate ground for which the petition seeks removal, with sufficient certainty to give the officer sought to be removed notice of the charges against him or her.

b. Multiple Counterparts. The petition may consist of one or more counterparts, and the petitioners may sign the same or separate counterparts. The petitioners' signatures may be on the same page as the charges or on other pages firmly attached to the pages containing the charges.

c. Sworn Declaration by Petitioners. Each page bearing one or more signatures must state at the top of the page in conspicuous lettering distinct from the other writing on the page:

"BY SIGNING THIS PETITION, EACH SIGNER SWEARS OR AFFIRMS UNDER PENALTY OF PERJURY AS FOLLOWS:

"1. I HAVE READ THE CHARGES IN THIS PETITION, AND I HAVE GOOD REASON TO BELIEVE AND DO BELIEVE THOSE CHARGES ARE TRUE.

"2. I AM NOW A REGISTERED VOTER OF THE CITY OF IOWA COLONY.

"3. ALL OF THE INFORMATION ABOUT ME ON THIS PETITION IS TRUE."

d. Number of Signatures. The petition must be signed by at least the following numbers of registered voters of the area from which the officer sought to be removed was selected:

1. at least twenty percent of the number of registered voters in that area as of the voter registration deadline for the most recent general election date for officers of the city for that area before the petition is filed with the city secretary, as shown on the voter registration records of the Brazoria County Clerk; but
2. in any event, not less than:
 - i. 900 such petitioners for a recall of an officer selected from the entire city; or
 - ii. For an officer selected from a council district, a number of such petitioners equal to 900 divided by the number of council districts in the city at the time of the most recent general election of officers of the city before the petition is filed with the city secretary.

A reference in this subsection to the most recent general election date shall also include the date such an election would have been held if it had not been cancelled.

e. Information on Signers. Each signer of the recall petition must personally handwrite the following information on the petition in ink: his or her printed name; his or her signature; his or her place of residence, including the street name and number; and the day, month, and year he/she signed the petition.

f. Oath of Circulators. Each signature page of the petition shall also bear the signed, notarized oath of any signer of any page of the petition, as follows:

"I, _____ (printed name of affiant), being first duly sworn, on oath state that I am one of the signers of the above petition, although I may have signed a different page or counterpart of this same petition; and that each signature appearing on this page was made in my presence on the day and date it purports to have been made; and I solemnly swear that each signature on this page is the genuine signature of the person whose name it purports to be."

Sec. 6.04. Procedures upon Filing of Petition with City Secretary

a. Time for Filing Signed Petition. A petition must be filed with the city secretary no later than 45 days after being signed, and no signature on the petition shall remain effective or be counted if it was placed on the petition more than forty-five days before the filing of the petition with the city secretary; however, the one signature required before the preliminary review of the petition shall not be subject to this 45 day limit. All papers comprising a recall petition shall be filed with the city secretary on the same day.

b. Notice by City Secretary. Upon receipt of a petition under subsection "a," the city secretary shall promptly notify in writing the city attorney and the officer to be removed.

c. Review by City Attorney. Within ten days after receipt of a petition from the city secretary, the city attorney shall determine the legal sufficiency of anything changed on the petition since the city attorney previously reviewed it, and the city attorney shall notify the city secretary and the submitting petitioner of the city attorney's determination, stating the reasons for any insufficiency.

d. Review by City Secretary. If the city attorney finds the petition legally sufficient, then within thirty days after that determination, the city secretary shall review the petition to determine the existence of the requisite number of valid, genuine, qualifying signatures of registered voters, and the city secretary shall notify the submitting petitioner of that determination, including a statement of the reasons for any insufficiency.

e. **Presentation of Petition to Council.** If the city attorney and city secretary find the petition sufficient, the city secretary shall present it to the City Council at its next regular meeting with a certification from the city secretary to that effect.

Sec. 6.05. Manner of Notice from City Officers

Any notice from a city officer under this article must be in writing, and if it is to the submitting petitioner, it must be by United States Mail, certified or registered mail, postage prepaid, addressed to the submitting petitioner at the address stated on the petition, unless the submitting petitioner signs and delivers to the city a document acknowledging receipt of the notice.

Sec. 6.06. Public Hearing to Be Held

The officer whose removal is sought may, within five days after the recall petition has been presented to the City Council, request that the council hold a public hearing to permit him or her to present matters pertinent to the charges specified in the recall petition. In this event, the City Council shall hold a public hearing not less than ten days nor more than thirty days after receiving the request for a public hearing. The hearing cannot change the requirement that the council order an election if the officer does not resign, as provided in this article.

Sec. 6.07. Resignation. Recall Election

a. **Election Ordered if No Timely Recall.** Except as otherwise provided in subsection "b," the council must order a recall election to be held on the next uniform election date for which all advance requirements can be satisfied:

1. if the officer whose removal is sought does not resign within five days after the hearing by the council; or
2. if that officer does not timely request, as provided in Section 6.06, a hearing by the council, he or she does not resign within ten days after the recall petition has been presented to the council.

b. **Timing and Consequences of Resignation with Recall Pending.** If the officer resigns at any time after the circulated, signed recall petition is filed with the city secretary and before the recall election is ordered, then the election shall not be held, and the consequences of the resignation shall be the same as if the officer were recalled by the voters on the first uniform election date after the resignation. If the officer resigns after the recall election is ordered, then the election shall still be held, and if a majority of the votes are for a recall, then the officer is subject to the disqualification resulting from a recall.

c. **Area of Election.** The recall election shall be for the same area from which the officer was selected.

Sec. 6.08. Ballot in Recall Election

The ballot in a recall election shall state:

“Shall [name of officer] be removed from the office of [name of office] by recall?

“FOR the recall of [name of person].

“AGAINST the recall of [name of person].”

Sec. 6.09. Result of Recall Election

If a majority of the votes cast at a recall election are for the recall of the person named on the ballot, he or she shall be deemed removed from office, and the vacancy shall be filled as provided in Section 3.06 of this charter. An officer recalled shall be ineligible to hold or run for city office for the area of the office from which he or she was recalled, until after the next regular city election of officers after the recall election.

Sec. 6.10. Restrictions on Recall

No recall petition shall be filed against any officer of the city within six months after the start of that officer's current term of office, nor within six months after an election for that officer's recall.

Sec. 6.11. Failure of City to Comply Concerning Recall

If all requirements of this charter concerning a recall petition have been met by the petitioners, and the city fails to comply with this charter concerning that recall, then any petitioner may bring suit in the appropriate district court to require the city to comply with this charter concerning the recall.

ARTICLE 7. INITIATIVE AND REFERENDUM

Sec. 7.01. General Power

a. Power of Initiative and Referendum. The registered voters of the city shall have the power of direct legislation by initiative and referendum, only as provided in this article.

1. Initiative is begun by petition to the council demanding that the council enact a proposed ordinance.

2. Referendum is begun either (i) by petition to the council demanding that the council repeal an ordinance, or (ii) by the council on its own motion ordering an election on the passage or repeal of an ordinance or resolution or on the approval or disapproval of a measure.

b. Exceptions. The powers of initiative and referendum shall not apply to ordinances approving franchises or agreements, authorizing any utilities, levying taxes (but this shall not be construed to limit the right to a statutory tax rollback election), appropriating funds, setting any fees or rates, annexing or disannexing territory, amending the extraterritorial jurisdiction, approving or issuing bonds that have been approved by the voters, approving or issuing certificates of obligation after the time established by law for the petitioners to challenge those certificates of obligation, or concerning personnel and administrative matters.

c. Review of Petition and Ordinance Together. Any reference in this article to review of a petition shall also include review of any proposed ordinance attached to that petition. Any reference in this article to the sufficiency of a petition shall also include the sufficiency and lawfulness of the proposed ordinance or repeal.

Sec. 7.02. Procedures Before Circulating Petition

a. Filing for Preliminary Review. Before an election is ordered on the question of an initiative or referendum, except as provided by section 7.07 on voluntary action by the council, a petition must be filed with the city secretary and must have the number of valid signatures required by this charter, a demand to pass or repeal the ordinance in question, and the proposed ordinance, if any, stated in the petition or attached to it. Before such a petition is circulated for multiple signatures, one petitioner (the "submitting petitioner") must sign the proposed petition and submit it to the city secretary.

b. Review by City Attorney. Upon receipt of a petition under subsection "a," the city secretary shall promptly transmit it to the city attorney for an advance determination of: (1) the legal sufficiency, form, and content of the petition; and (2) the lawfulness of the proposed ordinance or repeal. The city attorney must, within ten days after receiving the petition, notify the submitting petitioner of that determination, including the reasons for any insufficiency or unlawfulness.

c. Consequence of Insufficiency or Unlawfulness. The city shall not consider the petition if the city attorney determines that the petition is insufficient or that the proposed ordinance or repeal would be unlawful.

d. No Fee for Review. No fee shall be due from a petitioner for the review of a petition.

Sec. 7.03. Contents of Petition

a. Addressed to Council. The petition must be addressed to the City Council.

b. Multiple Counterparts. The petition may consist of one or more counterparts, and the petitioners may sign the same or separate counterparts. Each signature must be either on

the same page as, or on a page firmly attached to, the demand for council action and any proposed ordinance.

c. **Sworn Declaration by Petitioners.** Each page bearing one or more signatures must state at the top of the page in conspicuous lettering distinct from the other writing on the page:

“BY SIGNING THIS PETITION, EACH SIGNER SWEARS OR AFFIRMS UNDER PENALTY OF PERJURY AS FOLLOWS:

“1. I AM NOW A REGISTERED VOTER OF THE CITY OF IOWA COLONY.

“2. ALL OF THE INFORMATION ABOUT ME ON THIS PETITION IS TRUE.”

d. **Number of Signatures.** The petition must be signed by at least the following numbers of registered voters of the city:

1. at least twenty percent of the number of registered voters in the city as of the voter registration deadline for the most recent general election date for officers of the city before the petition is filed with the city secretary, as shown on the voter registration records of the Brazoria County Clerk; but

2. in any event, not less than 900 such petitioners.

3. A reference in this subsection to the most recent general election date shall also include the date such an election would have been held if it had not been cancelled.

e. **Information on Signers.** Each signer of the petition must personally handwrite the following information on the petition in ink: his or her printed name; his or her signature; his or her place of residence, including the street name and number; and the day, month, and year he or she signed the petition.

f. **Oath of Circulators.** Each signature page of the petition shall also bear the signed, notarized oath of any signer of any page of the petition, as follows:

“I, _____ (printed name of affiant), being first duly sworn, on oath state that I am one of the signers of the above petition, although I may have signed a different page or counterpart of this same petition; and that each signature appearing on this page was made in my presence on the day and date it purports to have been made; and I solemnly swear that each signature on this page is the genuine signature of the person whose name it purports to be.”

Sec. 7.04. Procedures upon Filing of Petition with City Secretary

a. **Time for Filing Petition.** A petition must be filed with the city secretary no later than 45 days after being signed, and no signature on the petition shall remain effective or be counted if it was placed on the petition more than forty-five days before the filing of the petition with the city secretary; however, the one signature required before the preliminary review of the petition shall not be subject to this 45 day limit. All papers comprising a petition under this article shall be filed with the city secretary on the same day.

b. **Notice by City Secretary.** Upon receipt of a petition under subsection "a," the city secretary shall promptly notify the city attorney.

c. **Review by City Attorney.** Within ten days after receipt of a petition from the city secretary, the city attorney shall determine the legal sufficiency of anything changed on the petition since the city attorney previously reviewed it, and the city attorney shall notify the city secretary and the submitting petitioner of the city attorney's determination, stating the reasons for any insufficiency.

d. **Review by City Secretary.** If the city attorney finds the petition legally sufficient, then within thirty days after that determination, the city secretary shall review the petition to determine the existence of the requisite number of valid, genuine, qualifying signatures of registered voters, and the city secretary shall notify the submitting petitioner of that determination, including a statement of the reasons for any insufficiency.

e. **Presentation to City Council.** If the city attorney and city secretary find the petition sufficient and the proposed ordinance or repeal lawful, then the city secretary shall present the petition to the City Council at its next regular meeting with a certification from the city secretary to that effect.

Sec. 7.05. Manner of Notice from City Officers

Any notice from a city officer under this article must be in writing, and if it is to the submitting petitioner, it must be by United States Mail, certified or registered mail, postage prepaid, addressed to the submitting petitioner at the address stated on the petition, unless the submitting petitioner signs and delivers to the city a document acknowledging receipt of the notice.

Sec. 7.06. Council Action Upon Presentation of Petition for Initiative or Referendum

a. **Initiative.** Upon presentation of an initiative petition with the draft of the proposed ordinance, the City Council must, within thirty days after that presentation, enact that ordinance without alteration as to meaning or effect or order a special election, to be held on the next uniform election date for which all advance requirements can be satisfied, at which the qualified voters of the city shall vote for or against adopting the proposed ordinance.

b. Referendum. Upon presentation of a referendum petition, the City Council must, within thirty days after that presentation, either entirely repeal the ordinance specified in the petition or order a special election, to be held on the next uniform election date for which all advance requirements can be satisfied, at which the qualified voters of the city shall vote on the question of repealing that ordinance. Pending the holding of that election, that ordinance shall be suspended from taking effect and shall not later take effect, unless a majority of the votes in that election are for the ordinance.

Sec. 7.07. Voluntary Submission of Legislation by the Council

The City Council, upon its own motion, may submit to popular vote at any city election the adoption of any proposed ordinance, resolution, or measure, or the repeal of any existing ordinance, resolution, or measure, in the same manner and with the same force and effect as provided in this article for submission by petition, and the council may in its discretion order a special election for this purpose.

Sec. 7.08. Form of Ballot

The proposition on the ballot in an election on an initiative or referendum shall be drafted by the City Council and shall set forth the nature of the ordinance, resolution, or measure in question sufficiently to identify it and shall also set forth upon separate lines the words:

“FOR THE ORDINANCE,” AND

“AGAINST THE ORDINANCE”, OR

“FOR THE RESOLUTION,” AND

“AGAINST THE RESOLUTION.”

Sec. 7.09. Posting of Proposed and Referred Ordinances

The city secretary shall post the proposed or referred ordinance, resolution, or measure, together with a notice of the proposed passage or repeal by initiative or referendum, on the city’s internet website from no later than fifteen days after the election is called through election day, in addition to any other notices required by law for that election.

Sec. 7.10. Effect of Election

If a majority of the qualified votes in an election under this article are in favor of the proposed or referred ordinance, resolution, or measure, it shall take or remain in effect immediately or at such other time stated therein.

7.11. Inconsistent Results

If the provisions of two or more proposed ordinances, resolutions, measures or any combination thereof approved at the same election are inconsistent, the ordinance, resolution, or measure receiving the highest number of votes shall prevail.

Sec. 7.12. Ordinances Passed by Popular Vote, Repeal, or Amendment

No legislative action taken by the council in response to a petition for initiative or referendum or by the voters in an election under this article shall be repealed or amended except pursuant to a petition for initiative or referendum or by a voluntary referendum under this article.

7.13. Further Regulations by City Council

The City Council may pass ordinances or resolutions providing other and further regulations for carrying out the provisions of this article consistent with this article.

Section 7.14. Failure of City to Comply

If all requirements of this charter concerning an initiative or referendum by petition have been met by the petitioners, and the city fails to comply with this charter concerning that initiative or referendum, then any petitioner may bring suit in the appropriate district court to require the city to comply with this charter concerning the initiative or referendum.

ARTICLE 8. MUNICIPAL ZONING

Sec. 8.01. Zoning.

The City of Iowa Colony shall be a zoned city in accordance with applicable law.

ARTICLE 9. MUNICIPAL FINANCE

Sec. 9.01. Fiscal Year

The fiscal year of the city shall begin on the first day of October and shall end on the last day of September of each calendar year. That fiscal year shall also constitute the budget and accounting year.

Sec. 9.02. Preparation and Submission of Budget

The city manager, at least 45 days prior to the beginning of each fiscal year, shall submit to the council a proposed budget.

Sec. 9.03. Vote Required for Adoption

The budget shall be adopted by the favorable vote of a majority of the members of the whole City Council.

Sec. 9.04. Budget as Appropriations

Adoption of the budget shall constitute an appropriation of the amounts specified therein as expenditures from the funds indicated, except as otherwise provided by ordinance.

Sec. 9.05. Date of Final Adoption

The budget shall be finally adopted prior to the beginning of the fiscal year, and if the City Council fails to adopt a budget, then the existing budget shall remain in effect for the ensuing fiscal year, but only until such time as the council passes a budget for the new fiscal year or amends the budget as provided by law.

Sec. 9.06. Amendment of Budget

The city budget may be amended as provided by law.

Sec. 9.07. Power to Tax

The City Council shall have the power to levy, assess, and collect an annual property tax within the city as provided by law.

ARTICLE 10. FRANCHISES AND PUBLIC UTILITIES

Sec. 10.01. Powers of the City

The city shall have the power to buy, own, construct, lease, maintain, operate, and regulate public services and utilities and to manufacture, distribute, and sell the output of those services and utility operations, and the city shall have further powers as may now or later be granted by law.

Sec. 10.02. Franchises. Power of City Council

a. **Franchises.** The City Council shall have power by ordinance to grant, amend, renew, and extend all franchises of all public utilities of every character.

b. Additional Procedure for Passing Franchise Ordinance. The title or caption stating the general subject matter of an ordinance granting, amending, renewing, or extending a franchise for public utilities shall be read at two separate regular meetings of the City Council, and that ordinance shall not be finally passed until twenty-eight days after the first reading. The repeal of a franchise after a hearing shall not require two readings. Passage of a franchise ordinance is subject to the same requirements as other ordinances, except as otherwise provided in this subsection.

Sec. 10.03. Transfer of Franchise

No public utility franchise shall be transferable except with the approval of the City Council expressed by ordinance. The term "transferable" herein shall not be construed to prevent the franchise holder from pledging the franchise as security for a bona fide debt or mortgage.

Sec. 10.04. Right of Regulation

All grants, removals, extensions, or amendments of public utility franchises shall be subject to the following rights of the City Council:

a. To repeal the same by ordinance at any time, after due notice and opportunity for a hearing, upon the failure of the grantee to comply with any provision of the franchise, any ordinance, or other applicable law;

b. To require proper and adequate extension of plant and service, and the maintenance of the plant and fixtures at the highest reasonable standard of efficiency;

c. To establish reasonable standards of service and quality of products;

d. After due notice and opportunity for a hearing, to regulate by ordinance the rates, charges, and fares of all public utility franchise holders operating in the city as authorized by applicable law;

e. At any time to examine and audit the accounts and other records of any such utility and to require annual and other reports, including reports on operations within the city;

f. To require such compensation and rental as not prohibited by law; and

g. To impose any regulations and restrictions as the city considers desirable or conducive to the health, safety, welfare, or accommodation of the public.

Sec. 10.05. Franchise Not Exclusive

No grant or franchise to construct, maintain, or operate a public utility and no renewal or extension of such grant shall be exclusive.

Sec. 10.06. Consent of Property Owners

The consent of abutting and adjacent property owners shall not be required for the construction, extension, maintenance, or operation of any public utility; but nothing in this charter or in any franchise granted hereunder shall deprive any such property owner of any right of action for damage or injury to his or her property as provided by law.

Sec. 10.07. Extensions

Any extension of a public utility within the city limits shall become a part of the aggregate property of the public utility, shall be operated as such, and shall be subject to all obligations, reserved rights, and other terms of this charter and of any then-existing franchise to that utility, whether granted before or after the adoption of this charter. The right to use and maintain any such extension shall terminate with that pre-existing franchise and shall be terminable as provided in this charter.

Sec. 10.08. Other Conditions

a. Franchises as Contracts. All franchises existing when this charter is adopted are recognized as contracts between the city and the grantee, and the contractual rights contained in any such franchise shall not be impaired by this charter, except that the city fully reserves:

1. the power of the city to exercise the right of eminent domain in the acquisition of utility property; and
2. all powers of the city to regulate the rates and services of a grantee, which shall include the right to require proper and adequate extension of plant and service and the maintenance of the plant and fixtures at the highest reasonable standard of efficiency.

b. Applicability of Charter Provisions. Every public utility franchise granted after this charter is adopted shall be subject to all the terms and conditions of this article, whether or not such terms and conditions are specifically mentioned in the franchise.

c. Discretion of City. Nothing in this charter shall limit in any way the discretion of the City Council or voters of the city in imposing terms and conditions as may be reasonable in connection with any franchise grant.

Sec. 10.09. Accounts of Municipally Owned Utilities

Accounts shall be kept for each public utility owned or operated by the city and shall show the true and complete financial results of such city ownership and operation including but not limited to the contents listed in this section. The accounts shall show actual capital and operating costs to the city of each public utility owned and the sources and amounts of funds expended for those purposes. The accounts shall show as nearly as possible the cost of any

service furnished by any such utility to any department of this city and to any other governmental entity.

Sec. 10.10. Sales of Water, Sewer, and Other Services

a. Power of City. The city shall have the power to sell and distribute water, sewer services, any other city utilities, and any other city services to any persons within or outside the city limits. The city may permit those persons to connect with those systems under contract with the city, under terms and conditions that the city considers for the best interests of the city.

b. Advance Notice Required. At least two years before the following requirements take effect, the city must deposit notice of the applicable requirement and the earliest date the requirement will take effect in the United States Mail, addressed to the owner of the premises at the owner's address according to the records of the Brazoria County Tax Assessor-Collector:

1. A requirement that any residence lawfully connected to a lawful water well must connect to city-owned water services; or
2. A requirement that any residence lawfully connected to a lawful sewage treatment system must connect to city-owned sewer services.

c. Regulations by City Council. The City Council shall have the power and authority: (1) to regulate and prescribe the specifications for utility infrastructure where the city furnishes the service, within or beyond the city limits; (2) to inspect that infrastructure and require it to be kept in good order and condition at all times; and (3) to make such rules and regulations as shall be necessary and proper, and prescribe penalties for noncompliance with those rules and regulations.

Sec. 10.11. Regulation of Rates and Service

The City Council shall have the power, after due notice and opportunity for a hearing, to regulate by ordinance the rates and services of every public utility operating in the city. The council shall have power to employ at the expense of the grantee expert assistance and advice in determining a reasonable rate and equitable profit to the grantee, all as provided by law. The council may choose to cede to an agency of the State of Texas the authority to regulate rates of a particular utility, as provided by law.

ARTICLE 11. GENERAL PROVISIONS

Sec. 11.01. Publicity of Records and Open Meetings. Internet or Website Malfunctions

a. Public Records and Meetings. Records of the city shall be open to inspection by any person as provided by law, including but not limited to the Texas Public Information Act.

Meetings of the council and boards or commissions appointed by the council shall be held in accordance with the applicable provisions of the laws of the State of Texas, including but not limited to the Texas Open Meetings Act. Minutes of all such open meetings shall be kept, and those minutes shall constitute public records. This section shall not be construed to require any action or measure beyond that required by state law.

b. Internet or Website Malfunctions. When this charter or other applicable law requires any type of information to be posted on the city's internet website, and an outage or malfunction of the website or internet, which was not deliberately caused by the city, prevents or interrupts the required posting, then such failure or interruption of the internet posting shall not be a violation of that posting requirement. The city shall use good faith efforts to resolve the malfunction and post the information as soon as reasonably practicable.

Sec. 11.02. Conflict of Interest and Nepotism

All city officers and employees must comply with applicable state law related to conflicts of interest and nepotism.

Sec. 11.03. Drilling Operations

The City Council may, by ordinance, regulate the drilling and use of water wells, subject to the restrictions on mandatory connections to city water and sewer in Section 10.10.

Sec. 11.04. Assignment, Execution, and Garnishment

No property of any kind owned or held by the city shall be subject to any garnishment, sequestration, attachment, seizure, forced sale, or execution of any kind. No property, funds, or debt held by the city shall be subject to garnishment, and the city shall never be required to answer in any garnishment proceeding. The city shall not be obligated to recognize any assignment of wages or funds by its employees, agents, or contractors.

Sec. 11.05. City Not Required to Give Security or Execute Bond

a. City. It shall not be necessary in any action, suit, or proceeding in which the city is a party, for any bond, undertaking, or security to be demanded or executed by or on behalf of the city in any of the state courts, but all such actions, suits, appeals, or proceedings shall be conducted in the same manner as if such bond, undertaking, or security had been given as required by law.

b. City Officers and Employees. The exemption from a bond, undertaking, or security in subsection "a" shall also apply in favor of any city officer or employee in his or her official capacity, except in a suit by the city against that officer or employee.

Sec. 11.06. Notice of Claim Required. Immunities

a. Notice of Claim. The city shall not be subject to liability for any death, personal injury, property damage, economic loss, or any other liability, loss, damage, or costs of any nature, and no suit shall be filed against the city on such claim, where the claimant fails to notify the city manager or city secretary in writing within six months of the initial incident or condition allegedly causing such damage or loss. That notice must include:

1. when, where, and how the death, injury, damage, or loss was sustained;
2. the amount of the damage, injury, or loss incurred, as accurately as possible;
3. the name and address of:
 - i. each person who is dead, injured, or incurred property damage or any loss; and
 - ii. all persons with knowledge of facts pertinent to the claim; and
4. a statement of how any fault of the city allegedly contributed to causing the incident or loss.

b. Not a Waiver. This section shall not be construed to create any liability of the city or as a waiver by the city of any rights, privileges, defenses, or immunities.

c. City Officers and Employees. Any right, privilege, defense, or immunity of the city under this charter or any other applicable law shall also apply in favor of all city officers and employees in their official capacity, except in a claim by the city against such officer or employee.

Sec. 11.07. Severability Clause

If any section or part of a section of this charter is ever held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this charter nor the context in which such section or part of a section so held invalid may appear, except to the extent that an entire section or part of a section is inseparably connected in meaning and effect with the section or part of section to which that holding directly applies.

Sec. 11.08. Effect of this Charter on Existing Law

All ordinances, resolutions, rules, and regulations now in force under the city government of Iowa Colony and not in conflict with the provisions of this charter shall remain in force under this charter until altered, amended or repealed by the council after this charter takes effect; and all rights of the city under existing franchises and contracts are preserved in full force and effect to the city.

Sec. 11.09. Transition

The adoption of this charter shall neither end nor extend the term of office of any current officer or employee of the city.

Sec. 11.10. Applicability of General Laws

In addition to all powers and rights available to home rule cities in Texas, the city shall also have all powers of any other type of municipality in Texas not contrary to the laws governing home rule cities. However, the exercise of any those additional powers by the city shall be optional with the city, and the city shall not be required to conform to the law governing any other types of municipalities, unless by ordinance it adopts those laws.

Sec. 11.11. Use of Terms

Any term used herein, whether used in singular or plural form, shall be deemed to refer to the object of that term, regardless whether that object is singular or plural, as the context may suggest or require. Any pronoun, whether in masculine, feminine, or neuter form, shall be deemed to refer to the object of that pronoun, whether that object is masculine, feminine, or neuter in gender, as the context may suggest or require.

Sec. 11.12. Amending the Charter, Charter Review Commission, and District Boundaries Commission.

a. **Amendment of Charter by Voters.** Amendments to this charter may be drafted and submitted to the voters of the city as provided by this charter and applicable law.

b. **Charter Review Commission.**

1. **Appointment.** The City Council shall appoint a Charter Review Commission every five years or more often as determined by the City Council. The Charter Review Commission shall consist of the same number of members as the City Council. Charter review commissioners must be residents of the city for one year at the time of appointment. Each council member shall have the opportunity for at least one nomination to the commission for consideration by the council, but the appointments by the council are not limited to those nominees.

2. **Duties.** The Charter Review Commission shall:

i. Inquire into the operation of the city government under the charter and determine whether any charter provisions should be revised. To this end public hearings may be held, and the commission shall have the power to compel the attendance of any officer or employee of the city and to require the submission of any city records it deems or helpful to the work of the commission;

ii. Propose any recommendations it may deem desirable to ensure compliance with the charter by the city government;

iii. Propose any charter amendments the commission deems desirable;
and

iv. Report its findings and present its proposed amendments, if any, to the City Council.

c. **District Boundaries Commission.** After the initial adoption of district boundaries, the Charter Review Commission shall also serve as the District Boundaries Commission, to review and make recommendations to the City Council on amending the boundaries of the council districts, as provided in Section 3.01(f).

d. **Action by City Council.** The City Council shall:

1. receive and post on the city's website any report presented by the Charter Review Commission;

2. consider any recommendations made by the Charter Review Commission;
and

3. if any charter amendment is presented as a part of that report, the council may choose to order that amendment to be submitted to the voters of the city in the manner provided by law.

e. **Term of Office.** The term of office of the Charter Review Commission shall be six months, or longer if approved by the City Council. Upon the completion of the proceedings of the Charter Review Commission, or upon dissolution of the commission, all records of the proceedings of the commission shall be filed with the city secretary.

Sec. 11.13. Submission of Charter to Voters

a. The Charter Commission finds that it is impracticable to segregate each subject of this charter to be voted on separately, because the charter is so constructed that in order to function, it must be adopted in its entirety. Therefore, the Charter Commission directs that this charter shall be voted upon as a whole, and that it shall be submitted to the registered voters of the city at an election on May 2, 2020. [Editor's Note: This election was deferred to November 3, 2020, due to the COVID-19 emergency.]

b. Before the 30th day before the date of the election, the City Council shall order the city secretary to mail a copy of this charter to each registered voter of the city. If a majority of the qualified voters voting in that election vote in favor of the adoption of this charter, then it shall become the Home Rule Charter of the City of Iowa Colony, and it shall take effect when


the election returns have been canvassed, and when the council enters an order in the records of this city declaring this charter adopted.

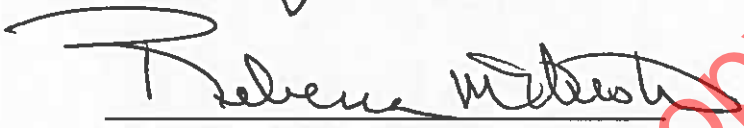
c. The city secretary shall file an official copy of the charter with the records of the city and record it in a book or other appropriate, lawful medium for that purpose.

d. As soon as practicable after the city adopts this charter, the mayor shall certify to the secretary of state of Texas an authenticated copy of the charter under the city's seal showing approval by the voters of this city.

We, the undersigned officers of the Iowa Colony Charter Commission, duly selected to prepare a Home Rule Charter for the City of Iowa Colony, Texas, hereby certify that this document is the Home Rule Charter of the City of Iowa Colony, Texas, as duly approved by a majority of this Commission.

April 15, 2020


Sydney Hargroder, Chairperson


Rebecca Hester, Secretary

IOWA COLONY CHARTER COMMISSION MEMBERS:

Rebecca Barnett
Steven Byrum-Bratsen
Douglas Chumley
Brenda Dillon
Rosie Flores
Sydney Hargroder
Rebecca Hester
Michael Holton
Brenda Ledbetter
Marge Madariaga
Perry Roberts
Diana Tahtinen
Timothy Varlack
Carol Wall
Robert Wall

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, AMENDING THE STRATEGIC AGREEMENT WITH MUD 31 CONCERNING FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES; AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE

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

1. The term "Strategic Agreement" herein means the Strategic Agreement dated July 17, 2006, as amended as of September 1, 2012, between the City of Iowa Colony, Texas ("the City") and Brazoria County Municipal Utility District No. 31 ("the District").
2. The City Council of the City of Iowa Colony, Texas hereby finds that the following facts and all other facts stated in any part of this ordinance are true:
 - a. The City Council has held two public hearings on this amendment of the Strategic Agreement.
 - b. Notice of each of those public hearings was published in The Alvin Sun and otherwise given in compliance with all applicable law.
 - c. The District has also held two public hearings concerning this amendment of the Strategic Agreement.
 - d. The District gave notice of those hearings in compliance with Section 43.0751 of the Texas Local Government Code and all applicable law.
 - e. All requirements of Section 43.0751 of the Texas Local Government Code and all applicable law have been satisfied concerning the passage of this ordinance and the amendment of the Strategic Agreement.
 - f. The amendment to the Strategic Agreement deletes section 4.01 of that agreement.
 - g. When the Strategic Agreement was originally approved in 2006, section 4.01 provided for MUD 31 to donate a fire and emergency medical services site to the City. At that time, the City had no contract for a fire protection and emergency services site in Sierra Vista, adjacent to MUD 31. Now, however, the City has such a contract. Therefore, an additional fire and emergency services site under section 4.01 is not necessary.
 - h. When the Strategic Agreement was originally approved in 2006, MUD 31 was not in the city limits. Therefore, it was necessary for the Strategic Agreement to authorize the City to provide fire protection and emergency medical services in MUD 31, and for the residents of MUD 31 to pay a fee for those services. Now, however, MUD 31 is in the city limits, so that authorization and that fee are no longer necessary.

i. For each of those reasons, Section 4.01 of the Strategic Agreement, concerning fire protection, emergency medical services, and certain fees from the residents of MUD 31, was necessary and prudent in 2006, but now it is no longer needed.

3. The City hereby approves the attached Amendment to Strategic Agreement. The Mayor and City Secretary are authorized and directed to execute that Agreement.

4. 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.

5. Since the passage of this ordinance required two public hearings following notice in the newspaper, the Home Rule Charter of the City provides for this ordinance to be passed upon one reading. This ordinance shall be effective upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2020.

CITY OF IOWA COLONY, TEXAS

By: _____
MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

AMENDMENT TO STRATEGIC AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This **AMENDMENT TO STRATEGIC AGREEMENT** (this "Amendment") is made and entered into, effective as of October ___, 2020, by and between the **CITY OF IOWA COLONY, TEXAS**, a municipal corporation and general-law city of the State of Texas (the "City"), and **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 31**, a conservation and reclamation district created pursuant to Article XIV, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code (the "District").

RECITALS

1. The District and the City entered into that certain Strategic Agreement, dated July 17, 2006, as amended as of September 1, 2012 (the "Agreement"), following notice and hearings as provided by law, for the purposes stated therein, including providing for the incorporation of the District into the City.

2. The Agreement further provides for the provision of fire and emergency services to the District, including the obligations of the District in connection therewith. In accordance with the Agreement, the City has accomplished the annexation of the District into the City for full purposes, and the Parties agree that the provisions of the Agreement relating to fire and emergency services are no longer necessary.

3. The City and the District have provided notice and held two public hearings relating to this Amendment, as required by Texas Local Government Code Sec. 43.0751, and wish to amend the Agreement as more fully described below.

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

1. Amendments. The Agreement is hereby amended to delete Section 4.01 in its entirety.

2. Agreement in effect. Except as specifically amended hereby, the Agreement remains in full force and effect, as of its Effective Date.

[EXECUTION PAGES FOLLOW]

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

CITY OF IOWA COLONY, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 31

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary

4.01 City Fire/EMS services. The District will formulate, with the assistance and advice of the City, a "fire plan," as such term is used in Tex. Water Code, §49.351, consistent with the terms of this Section. The City may, but is not required to, provide all required fire and emergency medical services within the District. Such services will be provided as warranted by the then-current status of development within the District, on the same basis and using the same criteria as are used for the determination of the provision of such services within the City. The District will use its reasonable efforts to receive the required authorization and for the City to provide fire/EMS protection services to the District. Payment to the City with regard to services provided under this Section shall be described in the fire plan, and shall be based upon the actual costs to the City, including reasonable overhead, in providing such services; provided that the monthly amount payable by any residential household shall not be less than \$4.00, nor exceed \$10. The Developer has agreed in the Development Agreement to provide a site for a fire station within the Development, and the City agrees to make use of such site in conjunction with the provision of fire/EMS service described herein. The costs of the site shall be included in the fire plan.

Copy

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, **ESTABLISHING THE OFFICE OF FIRE MARSHALL** OF THE CITY; PROVIDING FOR QUALIFICATIONS, EMPLOYMENT, REMOVAL, AT WILL EMPLOYMENT, SUPERVISION, DUTIES, NONLIABILITY OF THE CITY AND ITS PERSONNEL, A SEVERANCE CLAUSE, AND AN EFFECTIVE DATE.

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

Sec. 1. Creation of office

The office of fire marshal of the City of Iowa Colony, Texas (“the city”) is hereby created.

Sec. 2. Qualifications

The fire marshal shall have and maintain all certifications and other qualifications for his or her job, as required by all applicable law or governing authorities. In addition, the fire marshal shall be properly qualified for the duties of the office as determined by the city manager.

Sec. 3. Employment and Removal

The fire marshal shall be hired and removed as provided in the Home Rule Charter.

Sec. 4. At Will Employment

Regardless of any other provision, the fire marshal shall be employed at will. Furthermore, nothing shall impair the at will status of the fire marshal’s employment except a writing signed by the city and the fire marshal and specifically, expressly, and clearly stating that it changes the at will status of the fire marshal’s employment.

Sec. 5. Supervision

The Home Rule Charter provides that the fire marshal is under the supervision of the city manager.

Sec. 6. Duties

The fire marshal shall have all duties and authority:

- a. provided by law;
- b. generally exercised by fire marshals in Texas; or
- c. assigned by city ordinance or by the city manager.

Sec. 7. Deputies

The fire marshal may have such deputies as the city manager authorizes from time to time. All provisions of this ordinance shall also apply to deputy fire marshals.

Sec. 8. Nonliability of the City and Its Personnel and Representatives

Neither the city nor any officer, agent, employee, or representative of the city shall have any liability, except liability to the city, for any act or omission of such person concerning this ordinance or the subject matter hereof.

Section 9. Severance Clause

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

Section 10. Effective Date

This ordinance shall be effective immediately upon its passage and approval on the second reading.

PASSED AND APPROVED ON THE FIRST READING ON THE _____ DAY
OF _____, 2020.

PASSED AND APPROVED ON THE SECOND READING ON THE _____ DAY
OF _____, 2020.

CITY OF IOWA COLONY, TEXAS

By: _____
MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY

Texas Traffic Safety eGrants

Fiscal Year 2021

Organization Name: City of Iowa Colony Police Department

Legal Name: City of Iowa Colony

Payee Identification Number: 1-76-0211892-3

Project Title: STEP - Click It Or Ticket Mobilization

ID: 2021-IowaCPD-CIOT-THA-00036

Period: 11/13/2020 to 12/02/2020

Copy

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Iowa Colony** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2021.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: [REDACTED]
CFDA Title: **National Priority Safety Programs**
Funding Source: Section **405B**
DUNS: [REDACTED]
FAIN:
18X920405BTX21

Project Title: **STEP - Click It Or Ticket Mobilization**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **11/13/2020** or on the date of final signature of both parties, whichever is later, and ends on **12/02/2020** unless terminated or otherwise modified.

Total Awarded: **\$3,751.88**
Amount Eligible for Reimbursement by the Department: **\$2,988.28**
Match Amount provided by the Subgrantee: **\$763.60**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

Subgrantee Signature

X By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name: Allen King

Title: Administrative Assistant

Date: Oct 28 2020 1:38PM

Copy

TxDOT Signature

X By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name: Terry Pence

Title: Traffic Safety Director

Date: Oct 30 2020 1:25PM

GENERAL INFORMATION

Project Title : STEP - Click It Or Ticket

Project Description : To increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the Enforcement period.

Including this year, how many years has your organization received funding for this project?
This will be our first year.

Copy

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation

(USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance:

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through

E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered

transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

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 any 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>;

and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY ____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement 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 Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

Copy

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement..

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
1. review of periodic reports
 2. physical inspection of project records and supporting documentation
 3. telephone conversations
 4. e-mails and letters
 5. quarterly review meetings
 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
1. Ascertain whether or not the project objectives were met
 2. Review project accomplishments (performance measures completed, targets achieved)
 3. Account for any approved Program Income earned and expended
 4. Identify exemplary performance or best practices

GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

Goal: To increase occupant restraint use in all passenger vehicles and trucks.

Strategy: Increase enforcement of occupant protection laws.

X I agree to the above goals and strategies.

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LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

STEP enforcement grants are focused on reducing crashes, and Click-It-Or-Ticket (CIOT) enforcement grants specifically focus reducing fatal or serious-injury (KA) crashes where vehicle occupants are unrestrained or improperly restrained, whether in seat belts or child safety seats (Occupant Protection, or OP). The blanks on this page represent the baseline number of KA crashes related to CIOT enforcement efforts (OP-KA), and the KA crash targets each agency hopes to achieve through CIOT enforcement. The data entered on this page is the basis for the grant's enforcement performance measures. The Baseline KA crash data is provided by TxDOT using a 3-year rolling average of OP-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The targets, one each for seatbelts and child safety seats, should reflect a reduction against the Baseline KA Crash number in the top box. The sum of targets should be less than the number of Baseline KA crashes.

Baseline: KA Crashes involving Occupant Protection (OP-KA) for subgrantee's jurisdiction	0
Target: To reduce the number of KA Crashes involving improper seatbelt use to	0
Target: To reduce the number of KA Crashes involving improper child safety seat use to	0

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of one (1) presentations
- b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)

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OPERATIONAL PLAN(ENFORCEMENT ZONES)

Zone
Name Zone 3

Zone
Location SH 6 from CR 931 to the west to CR 48 to the east, Iowa Colony Blvd (CR 48) from SH 6 south to the southbound lanes of SH 288, south to Cedar Rapids Pkwy (CR 57), east on Cedar Rapids Pkwy (CR 57) to its intersection with Iowa Colony Blvd (CR 48), north on Iowa Colony Blvd (CR 48) to its intersection with the northbound lanes of SH 288, north on SH 288 to its intersection of Bullard Pkwy (CR 81).

Zone
Hours X Daytime 6 AM to 6 PM
 Nighttime 6 PM to 6 AM

Zone Heat
Map [https://www.dot.state.tx.us/apps/egrants/_Upload/997131_338676-FY2021_STEP-](https://www.dot.state.tx.us/apps/egrants/_Upload/997131_338676-FY2021_STEP-CIOT_Brazoria_Iowa-Colony_Zone-3(day).pdf)
(attach) CIOT_Brazoria_Iowa-Colony_Zone-3(day).pdf

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OPERATIONAL PLAN(ENFORCEMENT ZONES)

Zone
Name Zone 4

Zone
Location SH 6 from CR 931 to the west to CR 48 to the east, Iowa Colony Blvd (CR 48) from SH 6 south to the southbound lanes of SH 288, south to Cedar Rapids Pkwy (CR 57), east on Cedar Rapids Pkwy (CR 57) to its intersection with Iowa Colony Blvd (CR 48), north on Iowa Colony Blvd (CR 48) to its intersection with the northbound lanes of SH 288, north on SH 288 to its intersection of Bullard Pkwy (CR 81).

Zone
Hours Daytime 6 AM to 6 PM
 X Nighttime 6 PM to 6 AM

Zone Heat
Map [https://www.dot.state.tx.us/apps/egrants/_Upload/997132_338676-FY2021_STEP-](https://www.dot.state.tx.us/apps/egrants/_Upload/997132_338676-FY2021_STEP-CIOT_Brazoria_Iowa-Colony_Zone-4(night).pdf)
(attach) CIOT_Brazoria_Iowa-Colony_Zone-4(night).pdf

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CIOT OPERATIONAL PLAN

X I agree to the following

Comments:

Site Description

Occupant Protection Jurisdiction Wide

Pre-Media Efforts Before Enforcement period	November 13, 2020 - November 15, 2020
"Enforcement Period (Minimum # of enforcement days: 4) (day or nighttime)"	November 16, 2020 - November 29, 2020
Post-Media Efforts After Enforcement period	November 30, 2020 - December 2, 2020
Reporting Period	November 13, 2020 - December 2, 2020

Description of Activities

Pre-Media Campaign

- Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced. These activities must occur prior to enforcement activities beginning.

Enforcement Period

- * Intensify enforcement through an overtime STEP that places primary emphasis on reducing the number of fatal and serious crashes (KA) involving unrestrained or improperly restrained occupants by promoting and encouraging proper seatbelt or child safety seat use during the peak holiday traffic. Officers should focus their enforcement efforts on seatbelt and child safety seat violations, but may use any probable cause to stop a vehicle within the established enforcement zones during enforcement hours. Officers working STEP-CIOT must document stopping an average of 2.5 vehicles in each STEP enforcement hour and within the designated enforcement zones during designated enforcement hours.

Post-media Campaign

- Conduct local media events informing the public about the importance and effectiveness of belt laws and the results of the enforcement activities conducted for this project. The Post-Media Campaign may begin immediately upon completion of the enforcement period.

Reporting Period

- Agencies will submit a performance report during this time period.

Note:

- The Media dates above are to be used as a guide. Late grant execution may result in a subgrantee conducting pre-media activities at a later date.

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Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$2,988.28	\$76.98	\$3,065.26
(200)	Fringe Benefits	\$0	\$686.62	\$686.62
	Category I Sub-Total	\$2,988.28	\$763.60	
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$2,988.28	\$763.60	\$3,751.88
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$2,988.28	\$763.60	\$3,751.88
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$2,988.28	\$763.60	\$3,751.88
	Fund Sources (Percent Share)	79.65%	20.35%	



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 19th day of October, 2020, the City Council of the City of Iowa Colony, Texas, held a Public Meeting at 7:00 P.M. at the regular meeting place thereof in the City Hall, there being present and in attendance the following members to wit:

Mayor Michael Byrum-Bratsen
Councilwoman Susan Cottrell
Councilwoman Arnetta Murray
Councilwoman Robin Bradbery
Councilwoman Kacy Smajstrla

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

REGULAR MEETING – 7:00 P.M.

1. Mayor Byrum -Bratsen called the meeting to order at 7:00 P.M.
2. Pledge of Allegiance and Texas Pledge were recited.
3. **PUBLIC HEARING**

- Hold a public hearing on the proposed amendment to the MUD 31 Strategic partnership Agreement. Mayor Byrum-Bratsen opened the public hearing at 7:01 P.M. Timothy Varlack stated that Iowa Colony is a beautiful city and we need to take steps to be certain longtime residents are not burdened with expenses and extra costs. He asked if we could strike a deal that allows the city to move forward.

Mayor Byrum-Bratsen closed the public hearing at 7:40 P.M.

4. Citizens Comments and Presentations.

Chris Hymel-CR 81. Heavy load trucks travel along this road. Dirt repairs are not sufficient. Paved not maintained or trucks need to not go down that road. Ron Cox, we have spoke to county and sandpit under agreement with us they are required to pave the road. Last week told them we could not wait any longer. Aware of the problem and trying to get it resolved. 48 was repaired at Cherry sandpit at their expense. Timothy Varlack stated that a year ago asked that the city council to do something with the website. He is pleased with the new website. However, the residents do not have access to items

on the agenda. The citizens want to be able to see the items that council is acting on. This way citizens can review material prior to the meeting.

5. Mayor's comments or reports

- Glad to be back in city hall
- Appreciates everyone going through the protocol screening on the way into City Hall.
- Will be appointing the parks and recreation committee members at tonight's meeting.

6. Council comments or reports.

Councilwoman Cottrell stated that the school inspection is continuing, detention has doubled. There are ball games being played at the stadium. This is her last official meeting with city. She thinks the past Mayors and Council members laid out some ground rules for new members and if they follow it things will go well. Confident this city will go on and surpass neighboring cities. Been a pleasure being part of the City Council.

Councilwoman Murray- Thanked Susan for her time on City Council. Wants to ensure everyone has a voice in the community. Thanked everyone for the opportunity, we will do it and do it right.

Councilwoman Smajstrla- Thanked Susan for her time on City Council. She has been a service to the community. Excited to be part of the growth of the community, we are aware of the things that need to be done around the city and are working very diligently to get them done.

Councilwoman Bradbery- Thanked Susan for her time on City Council. Reminder - Don't forget to vote.

7. Staff Reports.

- A. City Manager- Introduced the Building Official and Fire Marshall- Albert Cantu, came from the City of Richmond. He is a resident of the city.
Since the Council approved the agreement with joiner, we will kick process off at staff level with meetings and coincide with council meetings regarding the new PD building.
- B. City Engineer- Meridiana Parkway West finishing in the next thirty to forty-five days. TXDOT has released the 30% plans for the overpasses and underpasses along SH288.
- C. Police Department- Introduced new officer Jeremy Lyons. He came from Sweeny Police Department and Brazoria County Sheriff's Department. Was honorably being discharged from the Navy after six years.
- D. Building Inspector
- E. City Secretary
- F. Senior Accountant
- G. Public Works – Mayor Byrum-Bratsen complimented on Jeremy's response to service. The Mayor also reminded everyone about the form on the city website to report issues for service.
- H. Fire Department- ESD matched to give them a new pumper tanker granted from Texas Forestry. They have a brand-new truck backed into station. Should be in service in a couple weeks. The report was presented by Steven Byrum-Bratsen.

8. Consideration and possible action regarding the COVID-19 emergency. Councilwoman Cottrell moved for discussion of the COVID 19 emergency. Seconded by Councilwoman Murray. Chief Bell presented the total cases since March has been 185 total houses affected in city limits. Only 16 cases added since last meeting. We have had 18 days with no new cases. Still working with the state and Sandra regarding the CRF \$122,0000 allotted. Spent a little over \$60,000 to date. We have until December to determine what else we need. No action was taken.

9. Consideration and possible action to approve an amendment to Ordinance No. 2020-24 calling for the general election of officers and an amendment to Ordinance No. 2020-25 calling the election for a home rule charter. Councilwoman Bradbery moved to approve the amendments to Ordinance No. 2020-24 and Ordinance No. 2020-25. Councilwoman Smajstrla seconded the motion. Motion approved with four ayes. Councilman Wilsey absent.

10. Consideration and possible action to approve an ordinance establishing benefits under the Texas Municipal Retirement System. Councilwoman Smajstrla moved to approve the ordinance establishing benefits under the Texas Municipal Retirement System. Councilwoman Bradbery seconded the motion. Approved with four ayes. Councilman Wilsey absent.

11. Consideration and possible action to approve a memorandum of understanding with Land Tejas. Councilwoman Cottrell moved to approve the memorandum. Councilwoman Bradbery seconded the motion. Approve with four ayes.

12. **Consent Agenda-** Consideration and possible action to approve the following consent agenda items. Councilwoman Cottrell moved to accept items as listed with item F removed for separate consideration. Seconded by Councilwoman Smajstrla. Approved with four ayes. Councilman Wilsey absent.

A. Approval of Minutes of the following meetings.

- September 21, 2020 Regular Meeting

B. Approval of an Interlocal Agreement with Brazoria County for Road Improvements for October 1, 2020 through September 30, 2021.

C. Designate a Representative and Alternate for the 2021 HGAC General Assembly.

D. Approval of the Quarterly Investment Report.

E. Authorize the investment of city funds.

F. Approval of the following resolutions related to the Community Development Block Grant- Flood Mitigation Block Grant.

- Resolution authorizing the application
- Adico Engineering Agreement
- Grantworks Administration Contract- Councilwoman Bradbery made a motion to approve grant documents, and to approve the Grantworks Administration Contract with the wording modified to include that “no fees are due from the city unless the grant is awarded to the city.” Seconded by Councilwoman Cottrell. Approved with four ayes.
- Procurement Policy

G. Approval of the following resolutions related to the Texas Water Development Board- Flood Planning Grant.

H. Approval of the following Plats as recommended by the Planning Commission.

- Karsten Blvd. North Phase I and Reserve Final Plat.

I. Approve the following Infrastructure Approvals/Acceptances

- Sierra Vista Detention Phase III-Approval of Facilities into One-Year Maintenance Period.
- Meridiana Section 60 Water and Sanitary-Approval of Facilities into One-Year Maintenance Period.
- Meridiana Section 60 Storm and Paving-Acceptance of Facilities into One-Year Maintenance Period.

J. Approve the following Early Plat Releases and return of escrow funds.

- Sierra Vista Section 6 and Tyndall Mist Dr.

EXECUTIVE SESSION- 7:43 P.M.

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

- Sale of property to MUD 31
- Purchase of ROW on Davenport
- Municipal Court
- Parks and Recreation Committee

RETURN TO OPEN SESSION-8:51 P.M.

13. Consideration and possible action regarding authorization to sell property to MUD 31. Councilwoman Murray made a motion to authorize staff to proceed with a contract for sale to MUD 31 subject to final approval of Council before closing. Seconded by Councilwoman Cottrell. Approved with four ayes.

14. Consideration and possible action to authorize acquisition of needed right of way for the expansion of Davenport. Councilwoman Cottrell moved to authorize to offer the owners appraisal amount for the ROW and negotiate for needed ROW for the expansion of Davenport Parkway. Seconded by Councilwoman Bradbery. Approved with four ayes.

15. Consideration and possible action to appoint members for the Parks and Recreation Committee. Councilwoman Cottrell made a motion to appoint half of the members for a one-year term and the other half for a two-year term, with the first meeting to draw straws to determine their term. Seconded by Councilwoman Bradbery. Approved unanimously with four ayes.

The members appointed to the Parks and Recreation Committee:

Lindsay Koskiniemi

Carmela Cancino

Gudrun Linscombe
Roshanna Washington
Salicia Grosse
Karen Batiste

16. The meeting was adjourned at 8:53 P.M.

APPROVED THIS 16th DAY OF NOVEMBER, 2020

Kayleen Rosser, City Secretary

Michael Byrum-Bratsen, Mayor

Copy

Monday, October 26, 2020

Bryan Sheppard
Pape-Dawson Engineers, Inc.
10350 Richard Ave., Suite 200
Houston, TX 77042

Re: Sterling Lakes North Sterling Lakes Drive Street Dedication Final Plat
Letter of No Objection
CIOC Project No. SFP 200728-0817
ALLC Project No. 16007-2-165

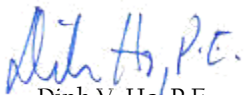
Dear Mr. Sheppard;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal for Sterling Lakes North Sterling Lakes Drive Street Dedication Final Plat received on or about October 23, 2020. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based upon our review, we have no objections to the final plat as resubmitted on October 23, 2020. Please provide Kayleen Rosser, City Secretary, with two (2) sets of mylars and ten (10) folded prints of the plat by no later than October 28, 2020 for consideration at the November 3, 2020 Planning Commission meeting.

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

Sincerely,
Adico, LLC



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

Copy

Cc: Kayleen Rosser, City Secretary (krusser@cityofiowacolony.com)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
File: 16007-2-165

WE, IOWA COLONY STERLING LAKES, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH ITS OFFICERS,

OWNERS, HEREINAFTER REFERRED TO AS OWNERS, OF THE 2.671 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF STERLING LAKES NORTH STERLING LAKES DRIVE STREET DEDICATION PLAT, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID PARTNERSHIP, FOR PUBLIC USE, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNED TO WARRANT AND DEFEND THE TITLE OF THE LAND SO DEDICATED.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT THOSE STREETS LOCATED WITHIN THE BOUNDARIES OF THE PLAT SPECIFICALLY NOTED A PUBLIC RIGHTS-OF-WAY, SHALL BE HEREBY ESTABLISHED AND MAINTAINED AS PUBLIC RIGHT-OF-WAY BY THE OWNERS, HEIRS, SUCCESSORS AND ASSIGNS TO PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE PLAT AND ALWAYS AVAILABLE FOR THE GENERAL USE OF SAID OWNERS AND TO THE PUBLIC FOR FIREFIGHTER, FIRE FIGHTING EQUIPMENT, POLICE AND EMERGENCY VEHICLES OF WHATEVER NATURE AT ALL TIMES AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ESTABLISHED AS PUBLIC RIGHTS-OF-WAY.

FURTHER, LIENHOLDERS MUST EXECUTE A SUBORDINATION AGREEMENT SUBORDINATING THEIR LIENS TO ALL PUBLIC STREETS, ALLEYS, PARKS, SCHOOL SITES AND OTHER PUBLIC AREAS SHOWN ON THE PLAT OF SUCH SUBDIVISION OR RESUBDIVISION AS BEING SET ASIDE FOR PUBLIC USE OR PURPOSE.

IN TESTIMONY WHEREOF, IOWA COLONY STERLING LAKES, LTD., A TEXAS LIMITED PARTNERSHIP, AUTHORIZED REPRESENTATIVE HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____, THEREUNTO AUTHORIZED,

ATTESTED BY ITS _____, THIS _____ DAY OF _____, 20____.

IOWA COLONY STERLING LAKES, LTD.,
A TEXAS LIMITED PARTNERSHIP

BY: _____
PRINT NAME:
TITLE:

BY: _____
PRINT NAME:
TITLE:

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____,

AND _____ OF IOWA COLONY STERLING LAKES, LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGEMENT TO ME THAT THEY 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 _____, 20____.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES _____

I, BRIAN NAWARA, AM AUTHORIZED (OR REGISTERED) UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION; AND THAT, EXCEPT AS SHOWN, ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON PIPES OR IRON RODS HAVING A DIAMETER OF 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, SOUTH CENTRAL ZONE (4204), NAD-83.

PLAT NOTES:

1. THE COORDINATES SHOWN HEREON ARE STATE PLANE GRID COORDINATES, REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD-83; AND, MAY BE CONVERTED TO SURFACE VALUES BY DIVIDING BY THE COMBINED SCALE FACTOR OF 0.999870017.
2. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD-83.
3. ABSENT WRITTEN AUTHORIZATION BY AFFECTED UTILITIES, ALL CENTERPOINT ENERGY, BRAZORIA COUNTY DRAINAGE DISTRICT NO. 5, AND CITY OF IOWA COLONY UTILITY EASEMENTS MUST BE KEPT UNOBSTRUCTED BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY THE UTILITY AT THE PROPERTY OWNER'S EXPENSE.
4. THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER THE FINAL APPROVAL BY THE CITY COUNCIL IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO (2) YEAR PERIOD, OR THE ONE (1) YEAR EXTENSION PERIOD GRANTED BY THE CITY COUNCIL.
5. ALL STREETS SHALL BE CONSTRUCTED TO THE CITY'S DESIGN CRITERIA.
6. A MINIMUM OF FIVE (5) FOOT WIDE SIDEWALK SHALL BE REQUIRED ALONG BOTH SPINE ROADS, OR A MINIMUM OF SIX (6) FOOT WIDE SIDEWALK SHALL BE REQUIRED ALONG 1 SIDE, AND A MINIMUM OF FIVE (5) FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG STREETS WITHIN THE RESIDENTIAL SECTION AND SHALL CONFORM TO THE CITY'S DESIGN CRITERIA.
7. SIDEWALKS MUST BE CONSTRUCTED AS A PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT, IF SIDEWALKS ARE REQUIRED.
8. THE OWNER WILL PROVIDE EASEMENTS FOR POWER LINES WHERE SUCH ARE REQUIRED, EITHER AS SHOWN ON THE PLAT OR BY SEPARATE INSTRUMENT DEDICATION.
9. THE OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
10. THIS SUBDIVISION EMPLOYS A DRAINAGE SYSTEM, WHICH UTILIZES STREETS AND ADJACENT PROPERTIES TO STORE AND CONVEY STORM WATER. THUS, DURING STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR IN THE SUBDIVISION.
11. CEDAR RAPIDS PARKWAY AND KARSTEN BLVD ARE DESIGNATED AS A "PLANNED THOROUGHFARE" (MINIMUM 120' WIDTH) ON THE CURRENT MAJOR THOROUGHFARE PLAN.
12. THE ELEVATIONS FOR THIS SURVEY ARE NAVD88 (JUNE 1991 ADJ.) BASED ON THE PUBLISHED ELEVATIONS FOR THE FOLLOWING NGS BENCHMARKS:
AW2026 ELEVATION: 52.00'
AW5685 ELEVATION: 56.13'
13. BOUNDARY CLOSURE CALCULATION ERROR (1:254,729.00)
14. THIS PROPERTY LIES WITHIN BCMUD NO 31.
15. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
16. SUBDIVISION IS LOCATED IN ZONE "X" WITH NO BASE FLOOD BASE ELEVATION REQUIRED. THIS INFORMATION IS BASED ON BRAZORIA COUNTY FIRM COMMUNITY MAP 48039, PANEL 110H, DATED JUNE 5, 1989.
17. MONUMENTS SET AS EXTERIOR BOUNDARY MARKERS WILL BE SET WITH A MINIMUM OF FIVE EIGHTS (5/8) INCH IRON ROD OR THREE QUARTERS (3/4) INCH IRON PIPE AT LEAST THIRTY SIX (36) INCHES LONG, ENCASED IN CONCRETE FOR A MINIMUM OF EIGHTEEN INCHES BELOW THE SURFACE OF THE GROUND.
18. ALL PERMANENT REFERENCE MONUMENTS (PRM) WILL BE SET AT ALL BOUNDARY LINE ANGLE POINTS, BLACK CORNERS, ANGLE POINTS, POINTS OF CURVATURE, AND AT INTERVALS NOT TO EXCEED ONE THOUSAND (1,000) FEET. PERMANENT REFERENCE MONUMENTS SHALL CONFORM TO THE TEXAS PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES.
19. ALL MONUMENTS WILL BE SET TO THE STANDARD OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
20. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY'S DESIGN CRITERIA.
21. THIS PLAT IS SUBJECT TO THE DEVELOPMENT AGREEMENT FOR STERLING LAKES AT IOWA COLONY AND SIERRA VISTA, AS APPROVED ON FEBRUARY 15, 2016 AND AMENDED IN JUNE, 2018.
22. THIS PLAT IS SUBJECT TO THE REQUIREMENTS OF THE CITY OF IOWA COLONY UNIFIED DEVELOPMENT CODE, ADOPTED MAY 15, 2017 AND AS AMENDED.
23. THE 150-FOOT BY 54.18-FOOT AREA IS NOT PUBLIC RIGHT-OF-WAY AND IS PUE/PAE.

CERTIFICATE OF CITY COUNCIL

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS THIS THE _____ DAY OF _____, 20____, HAS APPROVED THIS PLAT AND SUBDIVISION OF STERLING LAKES NORTH STERLING LAKES DRIVE STREET DEDICATION PLAT AS SHOWN HEREON.

MICHAEL BYRUM-BRATSEN, MAYOR

SUSAN COTTRELL

ARNETTA HICKS-MURRAY

ROBIN BRADBERRY

KACY SMAJSTRLA

CHAD WILSEY

CERTIFICATE OF CITY PLANNING COMMISSION

THIS IS TO CERTIFY THAT THE CITY PLANNING COMMISSION OF THE CITY OF IOWA COLONY, TEXAS THIS THE _____ DAY OF _____, 20____, HAS APPROVED THIS PLAT AND SUBDIVISION OF STERLING LAKES NORTH STERLING LAKES DRIVE STREET DEDICATION PLAT AS SHOWN HEREON.

DAVID HURST, CHAIRMAN

STEVEN BYRUM-BRATSEN

LES HOSEY

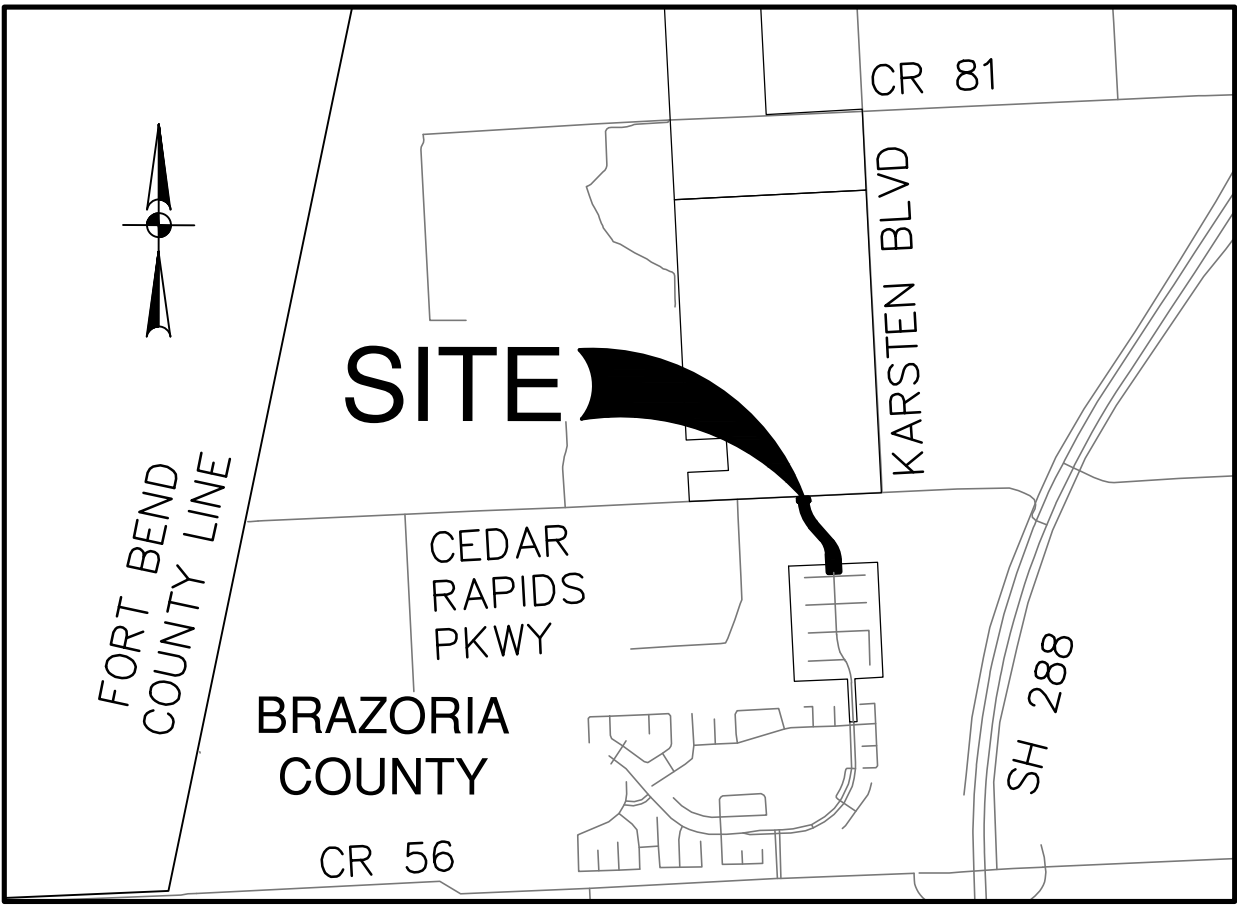
VINCE PATTERSON

STEVEN BRADBERRY

APPROVAL BY CITY ENGINEER

DATE

DINH HO, P.E., CITY ENGINEER



VICINITY MAP

SCALE: 1"=2,640'

LEGEND

- FOUND 5/8" IRON ROD (UNLESS NOTED OTHERWISE)
- SET 5/8" IRON ROD (PD)
- AC ACRE
- BL BUILDING LINE
- BCDR BRAZORIA COUNTY DEED RECORDS
- BCPR BRAZORIA COUNTY PLAT RECORDS
- BCOR BRAZORIA COUNTY OFFICIAL RECORDS
- ESMT EASEMENT
- FND FOUND
- IR IRON ROD
- PAE PRIVATE ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- R RADIUS
- ROW RIGHT-OF-WAY
- SF SQUARE FEET
- SSE SANITARY SEWER EASEMENT
- STM SE STORM SEWER EASEMENT
- UE UTILITY EASEMENT
- WLE WATER LINE EASEMENT
- CR COUNTRY ROAD
- 53.0' — EXISTING CONTOUR
- — — APPROXIMATE SURVEY LINE

STERLING LAKES NORTH STERLING LAKES DRIVE STREET DEDICATION

A SUBDIVISION OF 2.671 ACRES
IN THE H.T. & B. RR CO. SURVEY, SECTION 57, A-289
IOWA COLONY, BRAZORIA COUNTY, TEXAS

SCALE: 1"=60' OCTOBER 2020

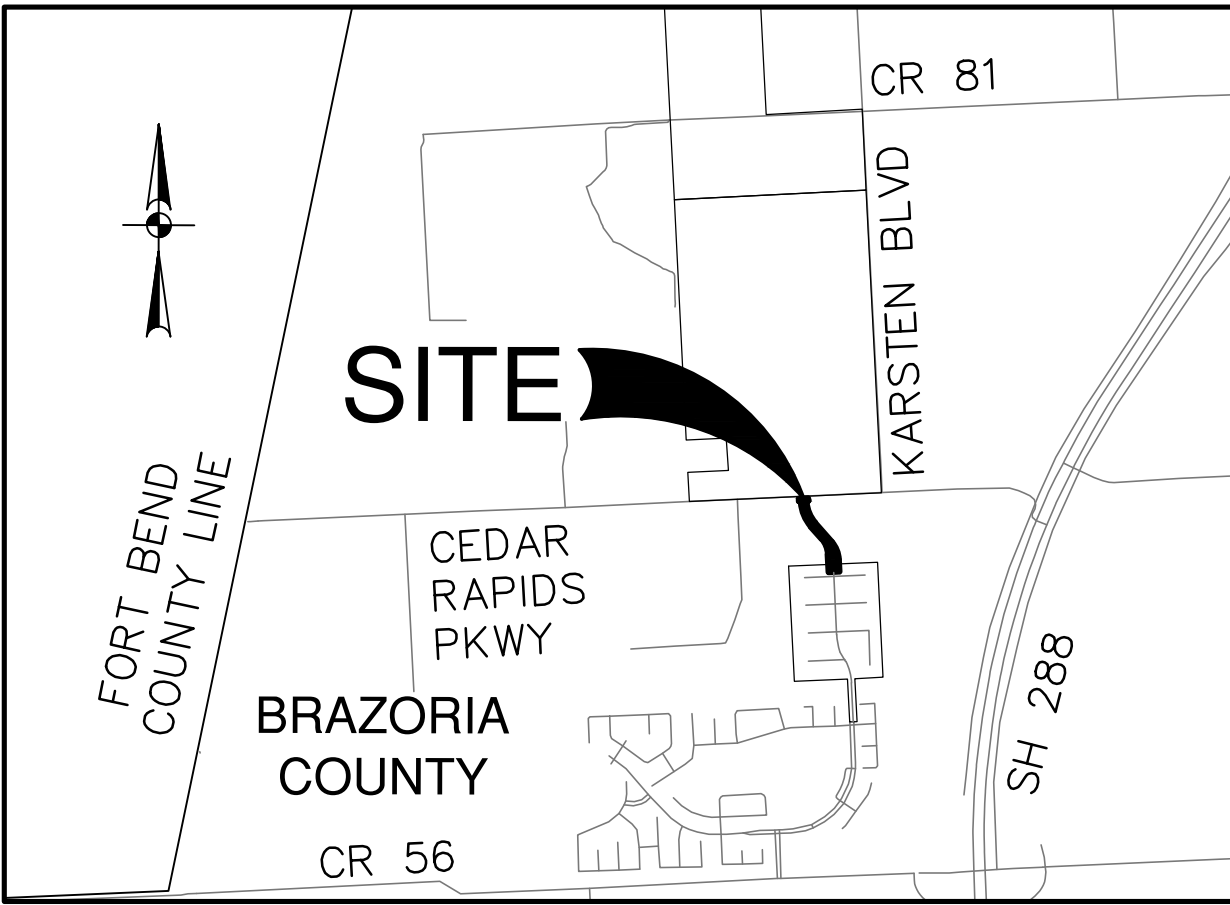
OWNER:
IOWA COLONY STERLING LAKES, LTD.,
A TEXAS LIMITED PARTNERSHIP
2450 FONDREN ROAD, SUITE 210
HOUSTON, TX 77063
713-783-6702

CIVIL ENGINEER:
ROBERT "MICHAEL" PREISS, P.E.

SURVEYOR:
BRIAN NAWARA, R.P.L.S.

**PAPE-DAWSON
ENGINEERS**

HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS
10350 RICHMOND AVE, STE 200 | HOUSTON, TX 77042 | 713.428.2400
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10193974

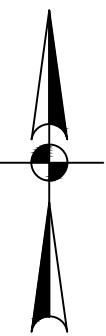


VICINITY MAP

SCALE: 1"=2,640'

LEGEND

- FOUND 5/8" IRON ROD (UNLESS NOTED OTHERWISE)
- SET 5/8" IRON ROD (PD)
- AC ACRE
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- R RADIUS
- ROW RIGHT-OF-WAY
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- UE UTILITY EASEMENT
- WLE WATER LINE EASEMENT
- CR COUNTY ROAD
- 53.0 — EXISTING CONTOUR
- — — APPROXIMATE SURVEY LINE



SCALE: 1"=60'



STERLING LAKES NORTH

STERLING LAKES DRIVE STREET DEDICATION

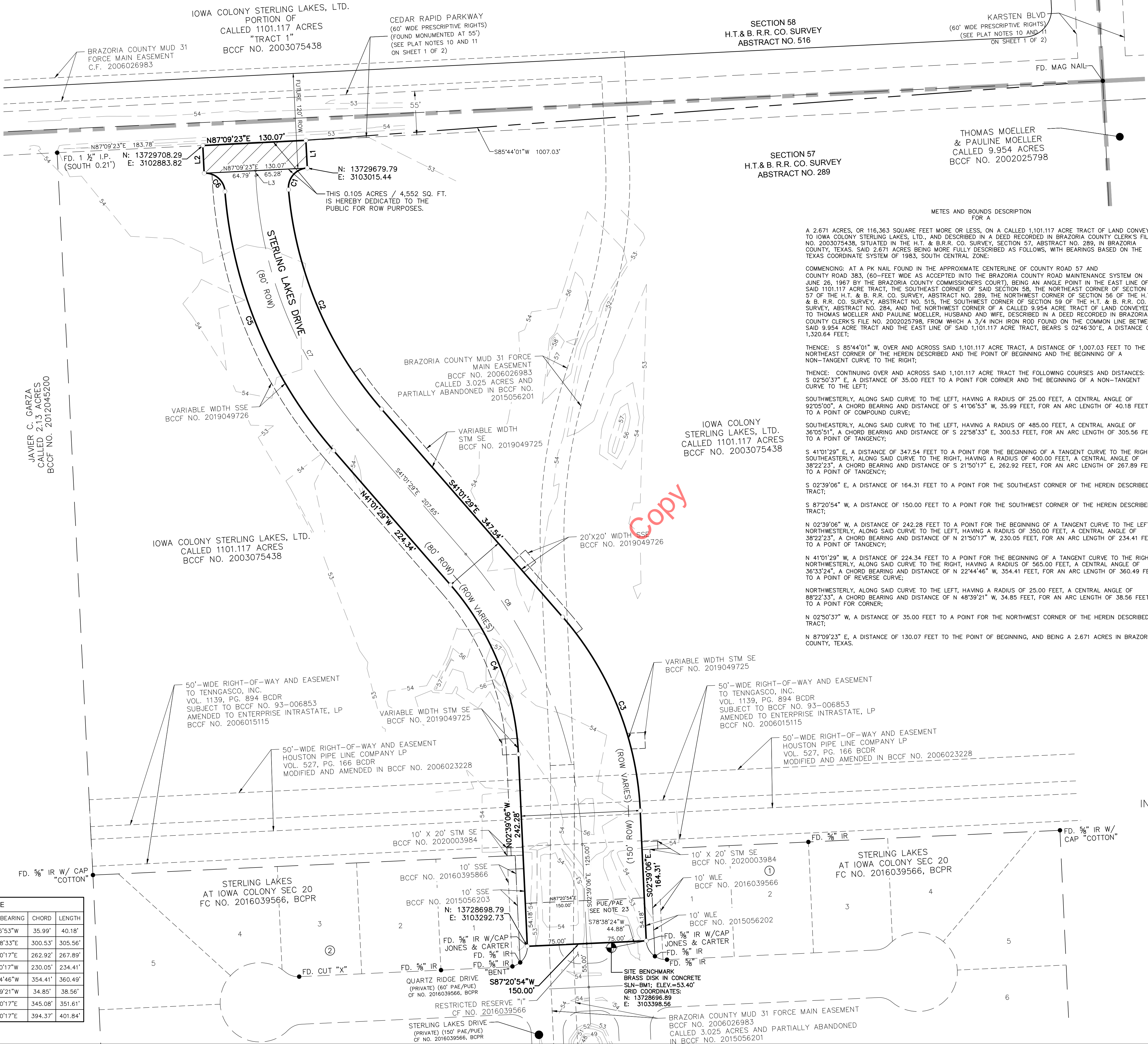
A SUBDIVISION OF 2.671 ACRES
IN THE H.T. & B. RR CO. SURVEY, SECTION 57, A-289
IOWA COLONY, BRAZORIA COUNTY, TEXAS

SCALE: 1"=60' OCTOBER 2020

OWNER:
IOWA COLONY STERLING LAKES, LTD.,
A TEXAS LIMITED PARTNERSHIP
2450 FONDREN ROAD, SUITE 210
HOUSTON, TX 77063
713-783-6702
CIVIL ENGINEER:
ROBERT "MICHAEL" PREISS, P.E.

SURVEYOR:
BRIAN NAWARA, R.P.L.S.
PAPE-DAWSON ENGINEERS

HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS
10350 RICHMOND AVE, STE 200 | HOUSTON, TX 77042 | 713.428.2400
TBPB FIRM REGISTRATION #4701 | TBPBS FIRM REGISTRATION #10193974



LINE TABLE		
CURVE #	BEARING	LENGTH
L1	S2°50'37"E	35.00'
L2	N2°50'37"W	35.00'
L3	S2°39'06"E	6.52'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	25.00'	92°05'00"	S41°06'53"W	35.99'	40.18'
C2	485.00'	36°05'51"	S22°58'33"E	300.53'	305.56'
C3	400.00'	38°22'23"	S21°50'17"E	262.92'	267.89'
C4	350.00'	38°22'23"	N21°50'17"W	230.05'	234.41'
C5	565.00'	36°33'24"	N22°44'46"W	354.41'	360.49'
C6	25.00'	88°22'33"	N48°39'21"W	34.85'	38.56'
C7	525.00'	38°22'23"	S21°50'17"E	345.08'	351.61'
C8	600.00'	38°22'23"	S21°50'17"E	394.37'	401.84'

Wednesday, October 14, 2020

John Camarillo
Miller Survey Group
1760 W. Sam Houston Pkwy N.
Houston, TX 77043

Re: Dalton Investment Industrial Complex on 288 Partial Replat No. 1
Letter of Recommendation
COIC Project No. SMAP 200518-0513
Adico, LLC Project No. 16007-2-160

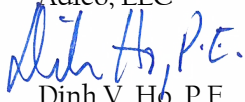
Dear Mr. Camarillo,

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the second submittal of Dalton Investment Industrial Complex on 288 Partial Replat No. 1 received on October 8, 2020. The review of the replat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based upon our review, we have no objections to the replat as resubmitted on October 8, 2020. Please provide two (2) mylar and ten (10) folded prints of the replat to Kayleen Rosser, City Secretary, by no later than October 26, 2020 for consideration at the November 3, 2020 Planning Commission meeting.

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

Sincerely,
Adico, LLC


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

Cc: Kayleen Rosser, City Secretary (krosser@cityofiowacolony.com)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
File: 16007-2-160

WE, MONTY JANAK AND SUSIE LOWELL, PRESIDENT AND SECRETARY RESPECTIVELY, OF PRILOP HOLDINGS, LLC., SOLE OWNER OF THE PROPERTY SUBDIVIDED, IN THIS FINAL PLAT OF PARTIAL REPLAT NO. 1, DALTON INVESTMENTS INDUSTRIAL COMPLEX ON 288. DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, 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 ASSIGNED TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

IN TESTIMONY, HERETO, THE PRILOP HOLDINGS, LLP., HAS CAUSED THESE PRESENTS TO BE SIGNED BY MONTY JANAK, ITS PRESIDENT, THEREUNTO AUTHORIZED, ATTESTED BY ITS SECRETARY, SUSIE LOWELL, AND ITS COMMON SEAL HEREUNTO AFFIXED, THIS ____ DAY OF _____, 2020.

PRILOP HOLDINGS, LLC.

BY:
MONTY JANAK
PRESIDENT

ATTEST:
SUSIE LOWELL
SECRETARY

NOTARY PUBLIC (FOR CORPORATION)
STATE OF TEXAS }
COUNTY OF _____ }

BEFORE ME, THE UNDER SIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MONTY JANAK, PRESIDENT, AND SUSIE LOWELL, SECRETARY OF PRILOP HOLDINGS, LLC., KNOWN TO ME, TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENTS, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID CORPORATION, FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITIES THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THIS IS TO CERTIFY THAT I BRIAN E. WILSON, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL BLOCK CORNERS, LOT CORNERS AND PERMANENT REFERENCED MONUMENTS HAVE BEEN SET, THAT PERMANENT CONTROL POINTS WILL BE SET AT COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

BRIAN E. WILSON
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE REGISTRATION NO. 5745

STATE OF TEXAS
COUNTY OF BRAZORIA

I, JOYCE HUDMAN, COUNTY CLERK, BRAZORIA COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WITH ITS AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON ____ 2020, AT ____ O'CLOCK ____ M. IN DOCUMENT NUMBER ____ BRAZORIA COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT ANGLETON, BRAZORIA COUNTY, TEXAS, THE DAY AND DATE LAST WRITTEN ABOVE.

JOYCE HUDMAN
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

THIS IS TO CERTIFY THAT THE PLANNING DEVELOPMENT AND ZONING COMMISSION OF THE CITY OF IOWA COLONY, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF PARTIAL REPLAT NO. 1, DALTON INVESTMENTS INDUSTRIAL COMPLEX ON 288 IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF IOWA COLONY AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS ____ DAY OF _____, 2020.

DAVID HURST
PLANNING COMMISSION

STEVEN BYRUM-BRATSEN
PLANNING COMMISSION

LES HURST
PLANNING COMMISSION

STEVEN BRADBERRY
PLANNING COMMISSION

VINCE PATTERSON
PLANNING COMMISSION

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION OF PARTIAL REPLAT NO. 1, DALTON INVESTMENTS INDUSTRIAL COMPLEX ON 288 IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF IOWA COLONY AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS ____ DAY OF _____, 2020.

MICHAEL BYRUM-BRATSEN
MAYOR

SUSAN CORRELL
COUNCIL MEMBER

ARNETTA MURRAY
COUNCIL MEMBER

ROBIN BRADBERRY
COUNCIL MEMBER

KACY SMAJSTRLA
COUNCIL MEMBER

CHAD WILSEY
COUNCIL MEMBER

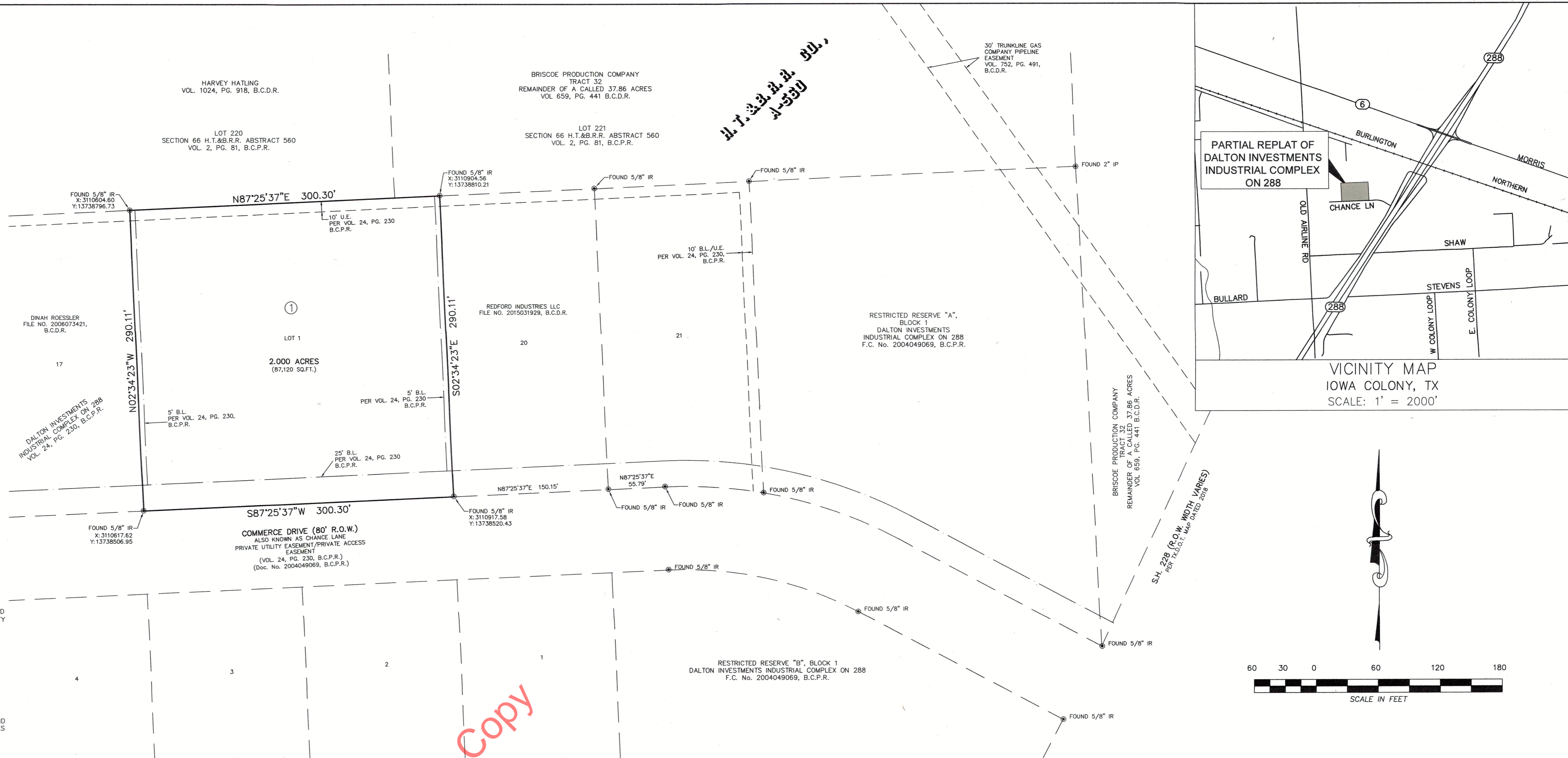
OCT 06 2020

APPROVED BY THE BOARD OF COMMISSIONERS ON

BRAZORIA DRAINAGE DISTRICT NO. 4
DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS. AFTER THAT TIME RE-APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS AND PLAT HAS BEEN SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S AND/OR SURVEYOR'S RESPONSIBILITY AND ACCOUNTABILITY.

BD04 REF. ID# 20202



NOTES:

1. B.L. INDICATES BUILDING LINE; U.E. INDICATES UTILITY EASEMENT; STM. S.E. INDICATES STORM SEWER EASEMENT; W.L.E. INDICATES WATER LINE EASEMENT; S.S.E. INDICATES SANITARY SEWER EASEMENT; H.L.&P. INDICATES HOUSTON LIGHTING AND POWER EASEMENT; D.E. INDICATES DRAINAGE EASEMENT; P.L. INDICATES PROPERTY LINE.
2. ALL COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE No. 4204, NORTH AMERICAN DATUM OF 1983 (NAD83); ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. ALL COORDINATES ARE GRID COORDINATES AND MAY BE BROUGHT TO SURFACE BY APPLYING THE AVERAGE COMBINED SCALE FACTOR: 0.9998679091.
3. THE SUBJECT TRACT LIES ENTIRELY OUTSIDE OF THE 100-YEAR FLOOD PLAIN.
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP No. 4830R0110H, REVISED DATE OF JUNE 5, 1989, THE SURVEYED PROPERTY LIES WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
5. THIS PLAT WAS PREPARED TO MEET CITY OF IOWA COLONY AND BRAZORIA COUNTY REQUIREMENTS.
6. ALL EXISTING PIPELINES AND/OR PIPELINE EASEMENTS OF RECORD WITHIN THE LIMITS OF THIS SUBDIVISION HAVE BEEN SHOWN.
7. THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY ABSTRACT SERVICES OF HOUSTON, C.F. No. 2020-04-0021, EFFECTIVE DATE APRIL 17, 2020. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
8. FIVE-EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH ARE SET (ALL FOUND AT TIME OF SURVEY) ON ALL PERIMETER BOUNDARY CORNERS, ALL ANGLE POINTS, ALL POINTS OF CURVATURE AND TANGENCY, AND ALL BLOCK CORNERS, UNLESS OTHERWISE NOTED.
9. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION PONDS, HAVE BEEN CONSTRUCTED.
10. PLAT WILL EXPIRE IN TWO YEARS AFTER INITIAL 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.
11. ANY REPLAT BY THESE PROCEDURES DOES NOT ATTEMPT TO AMEND OR REMOVE ANY COVENANTS OR RESTRICTIONS PLACED ON THE PROPERTY AS A RESULT OF PREVIOUS PLATTING OR DIVISIONS.
12. PROPERTY SHOWN HEREON IS SUBJECT RESTRICTIONS DATED MAY 25, 2005, RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NO. 2006055986.
13. PROPERTY SHOWN HEREON IS SUBJECT TO RESTRICTIONS PER THE PLAT DATED JUNE 4, 2004, RECORDED UNDER VOLUME 24, PAGE 230, OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.
14. PROPERTY SHOWN HEREON IS SUBJECT TO EASEMENTS PER THE PLAT DATED JUNE 4, 2004, RECORDED UNDER VOLUME 24, PAGE 230, OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.
15. PROPERTY SHOWN HEREON IS SUBJECT TO EASEMENTS DATED NOVEMBER 10, 2015, RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NO. 2015052641.
16. PROPERTY SHOWN HEREON IS SUBJECT TO AFFIDAVIT REGARDING OSSF DATED DECEMBER 19, 2006, RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO. 2007000723.
17. BOUNDARY CLOSURE IS A MINIMUM OF 1: 15,000.
18. PROJECT BENCHMARK: BRAZORIA DRAINAGE DISTRICT NO. 4 BENCHMARK NO. RP-1 IS A BRASS CAP STAMPED "RP-1" SET IN THE CONCRETE HEADWALL ALONG THE SOUTH SIDE OF STATE HIGHWAY 6 AT THE STREAM CENTERLINE OF RODEO PALMS. ELEVATION: 54.41 NAVD83, 2001 ADJ.

FIELD NOTES FOR A 2,000 ACRE TRACT

Being a tract of land containing 2,000 acres (87,120 square feet), located in the H.T.&B.R.R. Co., A-560 in Brazoria County, Texas. Said 2,000 acre tract being out of lot 18 and lot 19, block 1 of Dalton Investments Industrial Complex on 288, a plat of record in Volume (Vol.) 24, Page (Pg.) 230, Brazoria County Plat Records (B.C.P.R.); said 2,000 acre tract being more particularly described by metes and bounds as follows bearings based on the Texas Coordinate system of 1983, South Central Zone, per GPS observations:

BEGINNING at a 5/8-inch iron rod found on the north Right-of-Way (R.O.W.) line of Commerce Drive (80' R.O.W., private utility easement/private access easement per Vol. 24, Pg. 230, B.C.P.R.), for the southwest corner of lot 20, block 1 of said Dalton Investments Industrial Complex on 288, recorded in the name of Redford Industries LLC, in File Number (No.) 2015031929, Brazoria County Deed Records (B.C.D.R.), and for the southeast corner of the herein described tract;

THENCE, with the north R.O.W. line of said Commerce Drive, South 87 degrees 25 minutes 37 seconds West, a distance of 300.30 feet to a 5/8-inch iron rod found for the southwest corner of Lot 17, Block 1 of said Dalton Investments Industrial Complex on 288, recorded in the name of Dinah Roessler, in File No. 2006073421, B.C.D.R. and the southeast corner of the herein described tract;

THENCE, with the line common to said lot 17, block 1 and said lot 18, block 1, North 02 degrees 34 minutes 23 seconds East, a distance of 290.11 feet to a 5/8-inch iron rod found on the south line of a Lot 220, of Emigration Land Company Subdivision, Section 66, recorded under Vol. 2, Pg. 81, B.C.P.R., recorded in the name of Harvey Hatling, in Vol. 1024, Pg. 918, B.C.D.R., for the northwest corner of said lot 17, block 1, and the northeast corner of the herein described tract;

THENCE, with the line common to said lot 220 and the south line of the remainder of a called 37.86 acre tract, Tract 32, recorded in the name of Briscoe Production Company, recorded in Vol. 659, Pg. 441, B.C.D.R., North 87 degrees 25 minutes 37 seconds East, a distance of 300.30 feet to a 5/8-inch iron rod found at the northwest corner of said lot 20, block 1 and the northeast corner of the herein described tract;

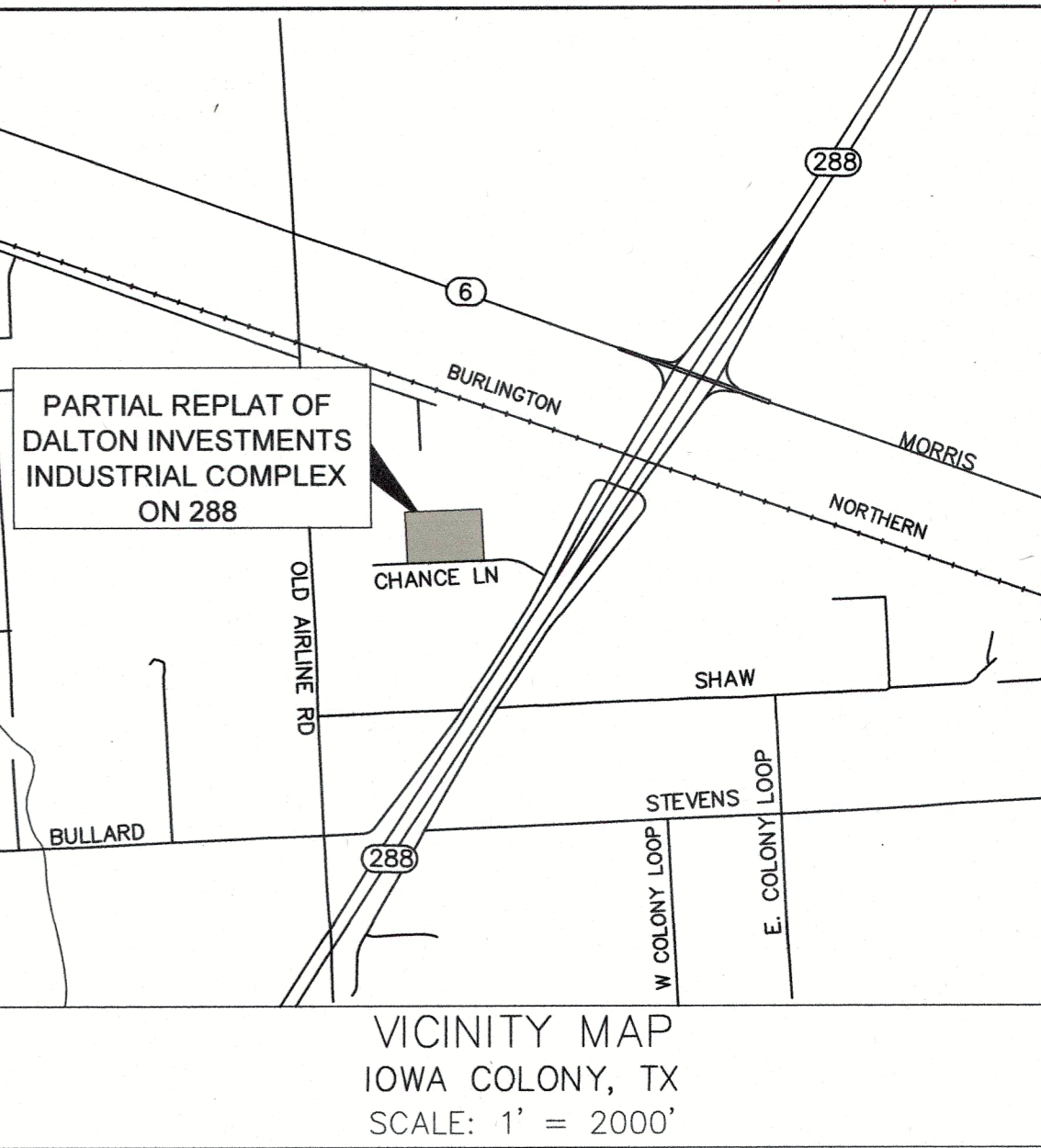
THENCE, with the line common to said lot 19, block 1 and said lot 20 block 1, South 02 degrees 34 minutes 23 seconds East, a distance of 290.11 feet to the POINT OF BEGINNING and containing 2,000 acres of land.

B.D.D.4 NOTES:

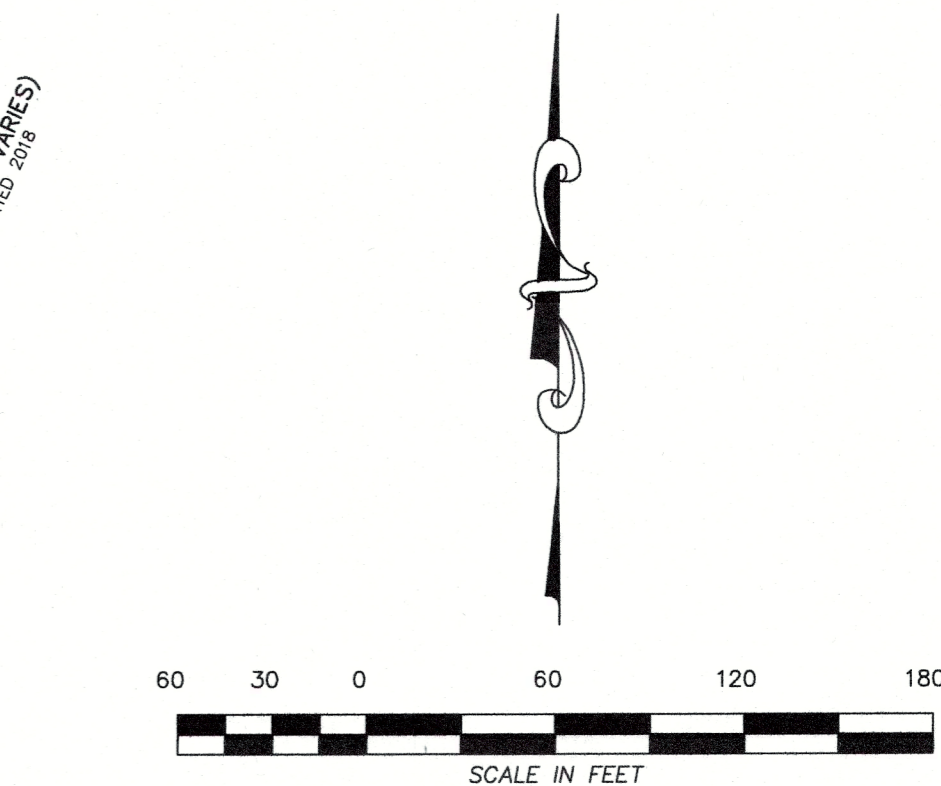
1. ANY GOVERNMENTAL BODY FOR PURPOSES OF DRAINAGE WORK MAY USE DRAINAGE EASEMENTS AND FEE STRIPS PROVIDED THE DISTRICT IS PROPERLY NOTIFIED.
2. PERMANENT STRUCTURES, INCLUDING FENCES AND PERMANENT LANDSCAPING, SHALL NOT BE ERRECTED IN A DRAINAGE EASEMENT OR FEE STRIPS.
3. MAINTENANCE OF DETENTION FACILITIES IS THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. THE DISTRICT WILL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY THE DISTRICT, OR SUB REGIONAL FACILITIES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO THE DISTRICT WITH THE DISTRICT'S APPROVAL. THE DISTRICT IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF FACILITIES OWNED BY THE DISTRICT UNLESS THE DISTRICT SPECIFICALLY CONTRACTS OR AGREES TO MAINTAIN OTHER FACILITIES.
4. CONTRACTOR SHALL NOTIFY THE DISTRICT IN WRITING AT LEAST FORTY-EIGHT (48) HOURS BEFORE PLACING ANY CONCRETE FOR DRAINAGE STRUCTURES.
5. THE DISTRICT'S PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITY AND DRAINAGE SYSTEM ARE OPERATING PROPERLY.
6. APPROPRIATE COVER FOR THE SIDE SLOPES, BOTTOM AND MAINTENANCE BERM SHALL BE ESTABLISHED PRIOR TO ACCEPTANCE BY THE DISTRICT. AT LEAST 95% GERMINATION OF THE GRASS MUST BE ESTABLISHED PRIOR TO ACCEPTANCE OF CONSTRUCTION BY THE DISTRICT.
7. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL THE DETENTION FACILITY HAS BEEN CONSTRUCTED AND APPROVED BY THE DISTRICT.
8. THE DISTRICT'S APPROVAL OF THE FINAL DRAINAGE PLAN (AND FINAL PLAT IF REQUIRED) DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY AND ALL EASEMENTS, FEE STRIPS AND/OR ANY OTHER RIGHTS-OF-WAY ACROSS THIRD PARTIES' PROPERTIES FOR PURPOSES OF MOVING EXCESS RUNOFF TO THE DISTRICT'S DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLAN AND FINAL PLAT.

LEGEND

AC. = ACRE
A.E. = AERIAL EASEMENT
B.L. = BUILDING LINE
CHB. = CHORD BEARING
CHD. = CHORD LENGTH
D.E. = DRAINAGE EASEMENT
ESMT. = EASEMENT
B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
B.C.M.R. = BRAZORIA COUNTY MAP RECORDS
H.L.&P. = HOUSTON LIGHTING AND POWER
I.P. = IRON PIPE
I.R. = IRON ROD
L. = LENGTH
L.E. = LANDSCAPE EASEMENT
LTD. = LIMITED
No. = NUMBER
NR. = NON-RADIAL
Pg. = PAGE
P.O.B. = POINT OF BEGINNING
P.U.E. = PUBLIC UTILITY EASEMENT
PVT. = PRIVATE
S.F. = SQUARE FEET
SAN.S.E. = SANITARY SEWER EASEMENT
STM.S.E. = STORM SEWER EASEMENT
U.E. = UTILITY EASEMENT
VOL. = VOLUME
W.L.E. = WATER LINE EASEMENT



VICINITY MAP
IOWA COLONY, TX
SCALE: 1" = 2000'



FINAL PLAT OF PARTIAL REPLAT NO. 1 DALTON INVESTMENTS INDUSTRIAL COMPLEX ON 288

BEING A REPLAT OF LOTS 18 AND 19, OF DALTON INVESTMENTS INDUSTRIAL COMPLEX ON 288, AS RECORDED IN VOL. 24, PAGE 230, OF BRAZORIA COUNTY MAP RECORDS, LOCATED IN THE H.T.&B. RAILROAD COMPANY SURVEY, A-560

REASON FOR REPLAT:
TO COMBINE LOT 18 AND LOT 19, BLOCK 1 INTO ONE LOT.

DATE: SEPTEMBER 23, 2020
1 LOT 1 BLOCK 0 RESERVES

OWNER:
PRILOP HOLDINGS, LLC.

MONTY JANAK, OWNER
4202 CHANCE LANE
ROSHARON, TEXAS 77583
(281)710-9150

MILLER
SURVEY+GROUP

1760 WEST SAN HOUSTON PARKWAY NORTH, HOUSTON TEXAS 77043
PHONE 713-413-1900 FAX 713-413-1944
WWW.MILLERSURVEY.COM
TEXAS FBIN REGISTRATION NO. 1004700
BRIAN E. WILSON, R.P.L.S.

Monday, October 26, 2020

Kelly Bosworth
Pape-Dawson Engineers, Inc.
10350 Richard Ave., Suite 200
Houston, TX 77042

**Re: Sterling Lakes North Section One Preliminary Plat
Letter of Recommendation to Disapprove
CIOC Project No. SPP 200923-1093
ALLC Project No. 16007-2-171**

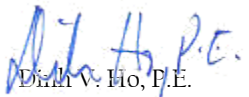
Dear Ms. Bosworth;

On behalf of the City of Iowa Colony, Adico, LLC has reviewed the initial submittal for Sterling Lakes North Section One Preliminary Plat received on or about September 23, 2020. We provided our initial comments (attached) on or about October 14, 2020.

At this time, we will provide our recommendation to disapprove the preliminary plat at the November 4, 2020 Planning Commission meeting. The disapproval is based on non-compliance with the previously approved general landplan and failure to address comments from our first review dated October 14, 2020.

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

Sincerely,
Adico, LLC


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

Copy

Cc: Kayleen Rosser, City Secretary (krosser@cityofiowacolony.com)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
File: 16007-2-171

Wednesday, October 14, 2020

Kelly Bosworth
Pape-Dawson Engineers, Inc.
10350 Richard Ave., Suite 200
Houston, TX 77042

Re: Sterling Lakes North Section One Preliminary Plat
First Review
CIOC Project No. SPP 200923-1093
ALLC Project No. 16007-2-171

Dear Ms. Bosworth;

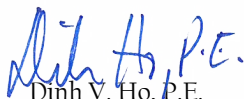
On behalf of the City of Iowa Colony, Adico, LLC has reviewed the initial submittal for Sterling Lakes North Section One Preliminary Plat received on or about September 23, 2020. The review of the plat is based on the City of Iowa Colony Subdivision Ordinance dated August 2002 and as amended.

Based upon our review, please see our comments on the following pages.

Please revise and resubmit one (1) electronic copy in .pdf format and written response to our office for review.

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

Sincerely,
Adico, LLC


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

Copy

Cc: Kayleen Rosser, City Secretary (krosser@cityofiowacolony.com)
Ron Cox, City Manager (rcox@rcoxconsulting.com)
File: 16007-2-171

Type: Text

Page:1 Author: dho Subject: Note Date: 2020-10-12 18:34:14

This is a preliminary plat.
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.

CR 57 (Cedar Rapid Parkway), and CR 383 (Karsten Blvd.) is not a county road. These are city roads. Label each accordingly by the roadway names.

This subdivision is not located in Zone X. Note the City has adopted the latest floodplain maps as being effective.

Move name to the left side. Date to the right.

Copy

 **Page:2 Author: dho Subject: Note Date: 2020-10-12 18:32:10**
Clearly label all existing, proposed and ultimate ROW. This include dedication of ROW to be clearly define.

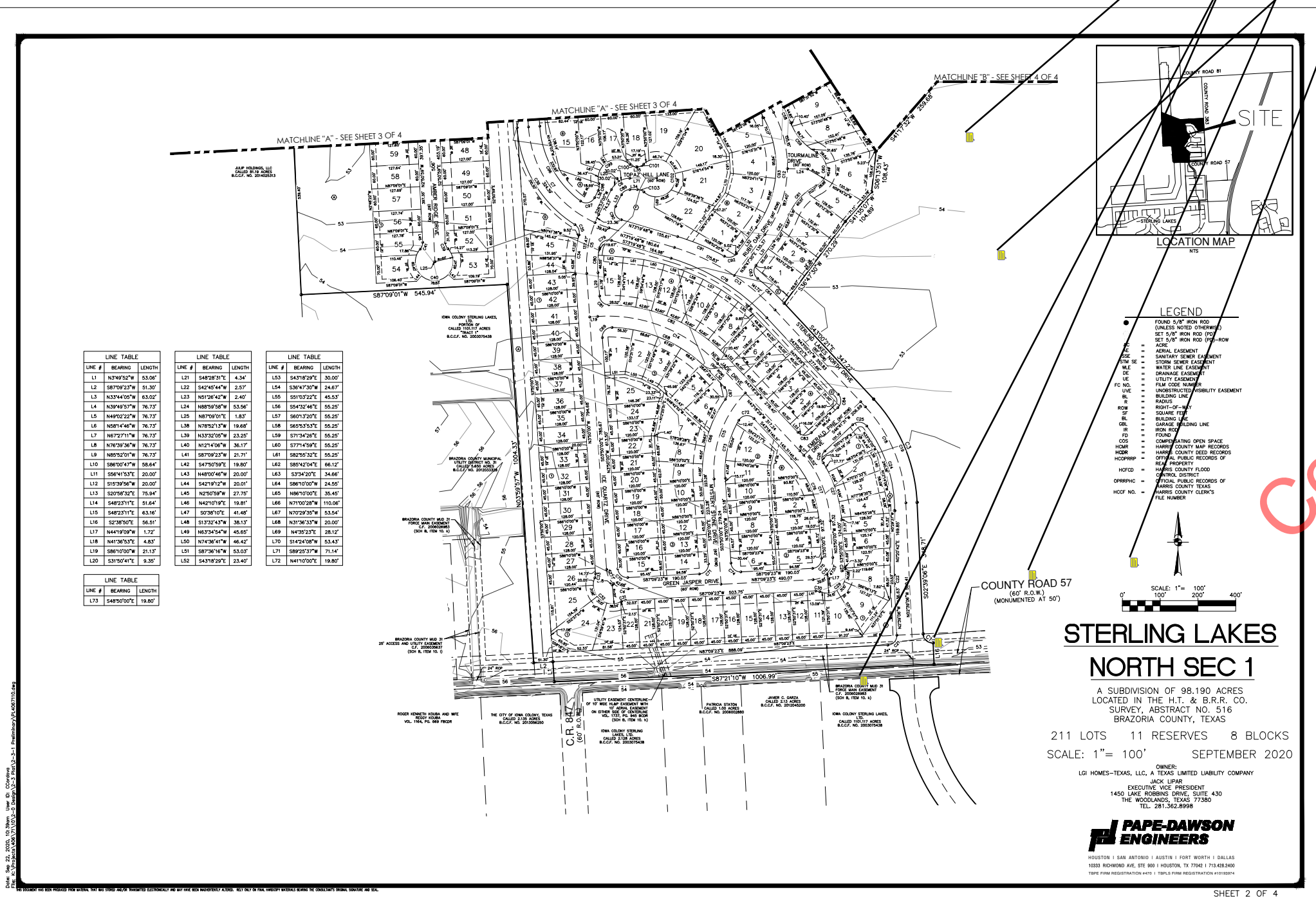
 **Page:2 Author: dho Subject: Note Date: 2020-10-12 18:32:28**
Easment to be abandoned as necessary.

 **Page:2 Author: dho Subject: Note Date: 2020-10-12 18:39:17**
Cedar Rapid Parkway.

 **Page:2 Author: dho Subject: Note Date: 2020-10-12 18:41:12**
Provide lot count development table for entire development to confirm compliance with development agreement..

 **Page:2 Author: dho Subject: Note Date: 2020-10-12 18:42:32**
Add note, this is a preliminary plat.

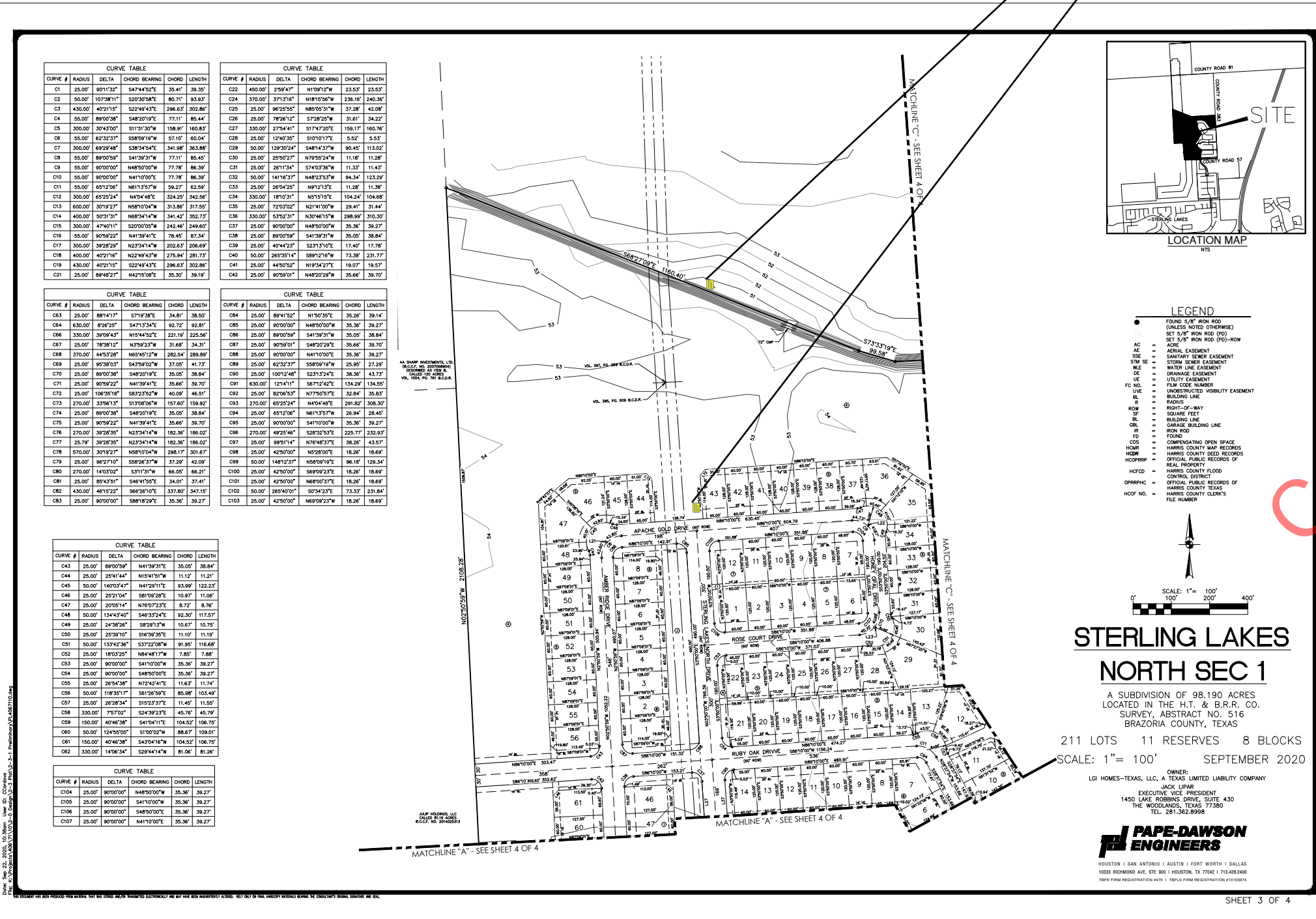
 **Page:2 Author: dho Subject: Note Date: 2020-10-12 18:30:24**
This plat is inconsistent with the previously approved general plan.
Provide public north-south collector.



Type: Text

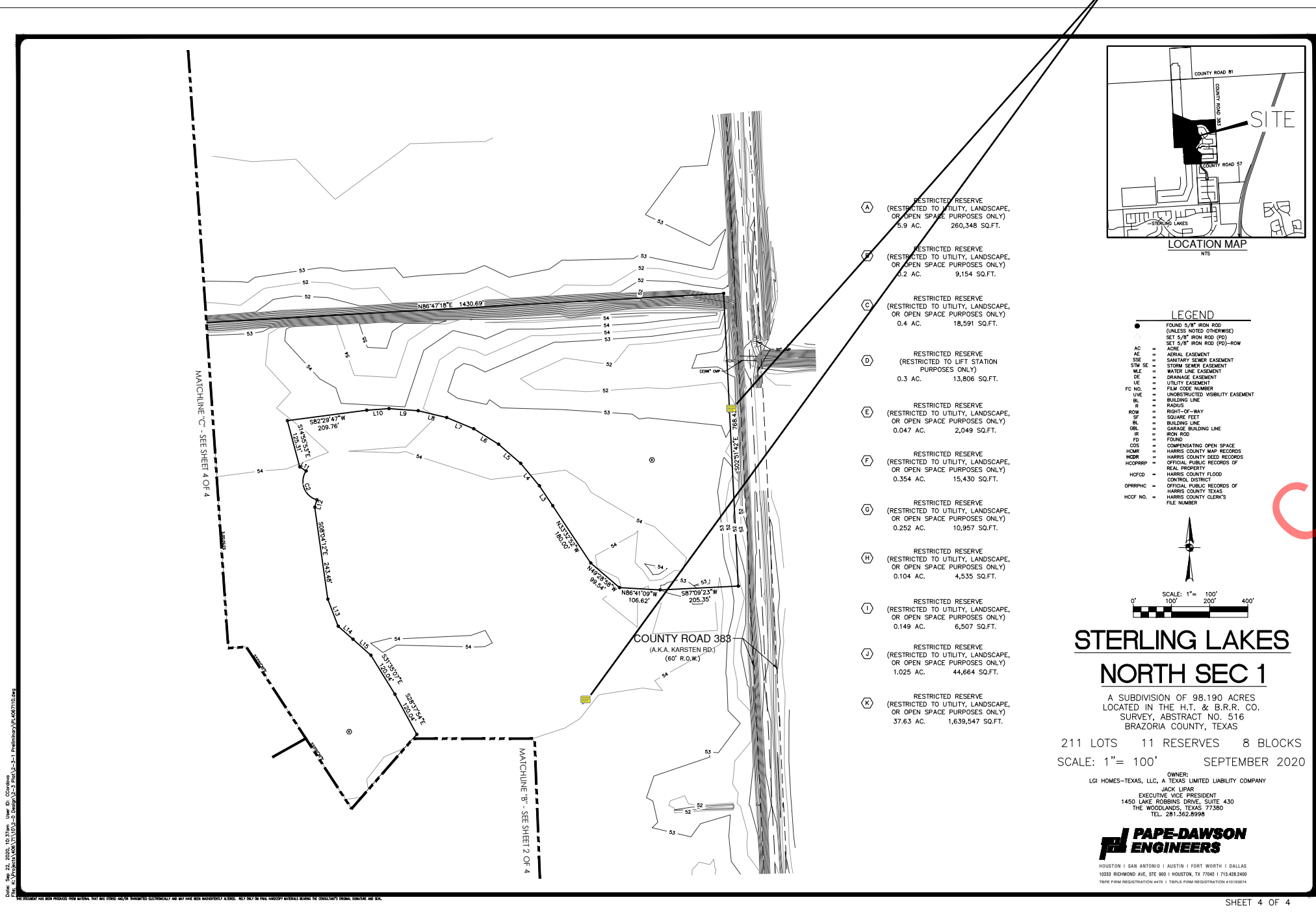
Page:3 Author: dho Subject: Note Date: 2020-10-12 18:48:39
Provide north south collector road.

Page:3 Author: dho Subject: Note Date: 2020-10-12 18:42:11
Clearly define limits for existing drainage channel easement.



Proper adjainer information, including the names of adjacent subdivisions, with recording information

Provide dedication of ROW for Karsten Blvd. Clearly label existing and ultimate ROW.



October 23, 2020

LETTER OF RECOMMENDATION

SUBJECT: Sierra Vista West Plant Material Variance

The City of Iowa Colony has received a variance request for plant materials to be included within the Sierra Vista West subdivision (copy of the variance request attached). The request was from KGA/DeForest Design, LLC. For numerous shrubs and groundcovers not included within the City of Iowa Colony Unified Development Approved Tree and Shrub Plant Material Use. NOTE: THIS VARIANCE REQUEST IS FOR THE ENTIRE SIERRA VISTA WEST DEVELOPMENT. Other variances have been requested and approved for various sections of Sierra Vista West.

BACKGROUND

The City of Iowa Colony Unified Development Code (UDC) (3.1.3.12, 3.1.3.13 and 3.1.3.14) provides for regulations related to specific trees and shrubs allowed for new development within the City's jurisdiction. This allowed listing is minimal as related to all available plant materials that could be effectively used in development.

REVIEW/RECOMMENDATION

Staff has researched the proposed variance materials and concludes that the proposed plant materials are sufficient and allowable, with the exception of the Sandy Leaf Fig (*Ficus Tikoua*). It is recommended that the Sandy Leaf Fig not be allowed in public street right-of-way due to possible long-term maintenance issues. It is noted that the Sandy Leaf Fig may have been allowed in past variance requests and any such past allowance is recognized and is allowed. However, on a go-forward basis, it is recommended that any future development of Sierra Vista West not allow the planting of the Sandy Leaf Fig in public street right-of-way.

Staff recommends that this variance be allowed for the requested plant materials within the entire Sierra Vista West development with the exception of the Sandy Leaf Fig.



J. Kent Marsh, AICP CUD
Staff Planner for the City of Iowa Colony

Wednesday, October 14th, 2020

City of Iowa Colony

City Engineer

Re: Sierra Vista West Subdivision

To Whom It May Concern,

This letter is a request for a variance for the planting pallet for Sierra Vista West Subdivision. The proposed plant pallet shall include the following selections:

Trees:

- Little Gem – Magnolia grandiflora 'Little Gem' (Evergreen)
- Vitex – Vitex agnus-castus

Shrubs/Groundcovers:

- Coppertone Loquat – Eriobotrya japonica 'Coppertone' (Evergreen)
- Morning Light Miscanthus – Miscanthus sinensis 'Morning Light' (Herbaceous)
- Dwarf Bottlebrush – Callistemon citrinus 'Little John' (Evergreen)
- Variegated Flax Lily – Dianella tasmanica 'Variegata' (Evergreen)
- Mexican Feather Grass – Nassella tenuissima (Herbaceous)
- New Gold Lantana – Lantana x hybrid 'New Gold' (Evergreen)
- Liriope – Liriope muscari (Evergreen)
- Gulf Muhly Grass - Muhlenbergia capillaris
- Indian Hawthorn – Raphiolepis indica 'Snow White'
- Drift Rose (Apricot) – Rosa 'Meimiro'
- Dwarf Firebush – Hamelia patens
- Summer Wisteria – Indigofera decora
- Hameln Grass – Pennisetum alopecuroides 'Hameln'
- Sandy Leaf Fig – Ficus tikoua
- Purple Trailing Verbena – Verbena canadensis 'Homestead Purple'
- Snow-N-Summer Jasmine – Trachelospermum asiaticum 'Snow-N-Summer'
- Green Mound Juniper – Juniperus procumbens 'Green Mound'
- Bicolor Iris – Dietes Bicolor (Evergreen)
- Foxtail Fern – Asparagus meyeri (Evergreen)
- Japanese Blueberry – Elaeocarpus decipiens (Evergreen)

The current City Of Iowa Colony Unified Development Code, Section 3.1.3.10 Landscape Planting Appendix does not list the above plant material within the existing plant list.

Please reference the Landscape Plans for the proposed locations and Landscape Details & Notes for the proposed size, condition and general remarks.

Sincerely,



Angel Ruvalcaba

KGA/DeForest Design, LLC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF IOWA COLONY, TEXAS,
CONCERNING AUTHORIZATION TO SIGN ON BANK ACCOUNTS.

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

1. Mayor Michael Byrum-Bratsen, Mayor Pro Tem _____, and Interim City Manager _____ are hereby authorized to sign on all depository accounts of the City of Iowa Colony. No other persons are authorized to sign on depository accounts of the City.
2. This resolution does not change the number of signatures required for the withdrawal or transfer of funds from any account.

READ, PASSED AND ADOPTED this _____ day of _____, 2020.

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

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY, TEXAS



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

MINUTES ON BANKING RESOLUTION

BE IT REMEMBERED that on the 16th day of November, 2020, at 7:00 p.m., the City Council of the City of Iowa Colony, Texas, held a public meeting at its regular meeting place in the City Hall, with the attendance of the members as follows:

	<u>Present</u>	<u>Absent</u>
Mayor Michael Byrum-Bratsen	_____	_____
Councilwoman Sydney Hargroder	_____	_____
Councilwoman Arnetta Murray	_____	_____
Councilwoman Robin Bradbery	_____	_____
Councilwoman Kacy Smajstrla	_____	_____
Councilman Chad Wilsey	_____	_____

A quorum was present, and the following business was transacted.

SCOPE OF THESE MINUTES: These minutes address only the banking resolution discussed herein. The meeting also included other business, which will be covered in the minutes of the full meeting.

REGULAR MEETING – 7:00 P.M.

1. Mayor Byrum -Bratsen called the meeting to order at 7:00 P.M.
2. Consideration and possible action to approve a resolution authorizing signatories on bank accounts of the City. A motion to approve the resolution, a copy of which is attached hereto and incorporated herein in full, was approved as follows:

Motion made by: _____
Motion seconded by: _____
Votes for the motion: _____
Votes against the motion: _____
Abstentions: _____

APPROVED THIS 16th DAY OF NOVEMBER, 2020

Kayleen Rosser, City Secretary

Michael Byrum-Bratsen, Mayor

Copy