



Mayor | Jason Perez
Mayor Pro-Tem | John Wright
Council Members | Cecil Booth, Mark Gongora, Mikey Svoboda, Travis Townsend
City Manager | Chris Whittaker
City Secretary | Frances Aguilar

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, OCTOBER 26, 2021, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

The Presiding Officer may establish time limits based upon the number of speaker requests, the length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Citizens may speak at the beginning or at the time the item comes before council in accordance with Texas Government Code Section 551.007. No Action May be Taken by the City Council During Public Comments.

CEREMONIAL PRESENTATIONS

1. Presentation of October Keep Angleton Beautiful Yard of the Month and Business of the Month.

CONSENT AGENDA

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

2. Discussion and possible action to approve Resolution No. 20211026-002 adopting Texas Opioid Settlement Agreements and the Texas Term Sheet and its intrastate allocation schedule.
3. Discussion and possible action to approve Financial Audit and Single Audit Engagement for FYE September 30, 2021.

4. Discussion and possible action to authorize one-way traffic from North Belle to South Belle on Sunday, October 31, 2021 from 5:00 P.M. to 9:00 P.M.

PUBLIC HEARINGS AND ACTION ITEMS

5. Conduct a public hearing, discussion and possible action on Resolution No. 20211026-005 electing to participate in tax abatement agreements and setting guidelines.
6. Conduct a public hearing, discussion, and possible action on Ordinance No. 20211026-006 rezoning approximately 0.1928 acres from the Commercial-Office/Retail (C-OR) zoning district to the Single Family 7.2 (SF-7.2) zoning district.

REGULAR AGENDA

7. Discussion and possible action on Ordinance No. 20211026-007 authorizing the issuance of City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021.
8. Discussion and possible action to approve a proposal for the design, bid and construction phase services for the Brazoria County courthouse expansion utility & paving improvements project.
9. Discussion and possible action on the Riverwood Ranch Subdivision Section Two final replat.
10. Discussion and possible action on the Live Oak Ranch Subdivision preliminary plat.
11. Presentation and discussion on a proposed development consisting of approximately 900 acres north of the City between SH 288 and FM 521 that is partially within the City's Extraterritorial Jurisdiction.
12. Discussion and possible action on Resolution No. 20211026-012 determining costs of the proposed public improvements in the Greystone Public Improvement District (PID), approving a proposed assessment roll, and making related findings and determinations, in accordance with chapter 372 of the Texas Local Government Code.
13. Discussion and possible action on a Resolution No. 20211026-013 calling the public hearing required by Texas Local Government Code Section 372 on levying the assessments for property within the Greystone Public Improvement District (PID).

EXECUTIVE SESSION

The City Council will now convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

14. Discussion and possible action on Boards and Commissions appointments. Section 551.074 of the Texas Government Code.
15. Discussion and possible action on Ordinance No. 20211026-015 appointing the Board of Directors, positions one through five for the administration of City of Angleton, Texas Tax

Increment Reinvestment Zone No. 2, (Riverwood Ranch Reinvestment Zone), pursuant to chapter 311 of the Texas Tax Code; providing for a severability clause; and providing for repeal and effective date. Section 551.074 of the Texas Government Code.

16. Discussion and possible action on Resolution No. 20211026-016 designating a representative and alternate to the Houston-Galveston Area Council 2022 General Assembly. Section 551.074 of the Texas Government Code.

OPEN SESSION

The City Council will now adjourn Executive Session, reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

ADJOURNMENT

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with attorney; Section 551.072 - deliberation regarding real property; Section 551.073 - deliberation regarding prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - deliberation regarding security devices or security audit; Section 551.087 - deliberation regarding economic development negotiations; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATION

I, Frances Aguilar, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, October 22, 2021 by 6:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

/S/ Frances Aguilar

Frances Aguilar, TRMC, MMC
City Secretary

In compliance with the Americans with Disabilities Act, the City of Angleton will provide reasonable accommodations for persons attending City Council meetings. The facility is wheelchair accessible and accessible parking spaces are available. Please contact the City Secretary at 979-849-4364, extension 2115 or email citysecretary@angleton.tx.us.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/26/2021

PREPARED BY: Kyle Livesay, Assistant Director of Parks and Recreation

AGENDA CONTENT: Ceremonial Presentation of October Keep Angleton Beautiful Yard of the Month and Business of the Month.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

Tracy Delesandri, Keep Angleton Beautiful Chairwoman, will present Yard of the Month to Mike Greenshaw and Sharon Brodie, at 801 N. Arcola, and Business of the Month to Giovanni's Italian Kitchen, at 729 E. Mulberry Street.

RECOMMENDATION:

Staff recommends City Council acknowledge the YOM and BOM with a plaque, picture, and KAB gift for their beautification efforts.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/26/2021

PREPARED BY: Chris Hill, Finance Director

AGENDA CONTENT: Discussion and possible action to approve Resolution adopting Texas Opioid Settlement Agreements and the Texas Term Sheet and its intrastate allocation schedule.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Texas, along with a broad coalition of states has reached final agreements with four companies to resolve legal claims for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health and McKesson.

The two agreements provide for \$26 billion in payments over 18 years, \$23.0 billion available for the opioid abatement and significant amounts front loaded. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General.

How to Join: Adopt the Settlement agreements and allocation schedule and return to the Attorney General by January 2, 2022.

RECOMMENDATION:

Staff recommends council approve Resolution to adopt the Texas Opioid Settlement Agreements, the Texas Term sheets and its allocation schedule and authorize City Manager to sign applicable forms.

RESOLUTION NO. 20211026-002

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING PARTICIPATION IN THE NATIONAL OPIOID SETTLEMENT AGREEMENTS SECURED BY THE OFFICE OF THE ATTORNEY GENERAL AS A “NON-LITIGATING SUBDIVISION”; AND, AUTHORIZING THE MAYOR TO EXECUTE CERTAIN SETTLEMENT PARTICIPATION DOCUMENTS

WHEREAS, the City of Angleton, Texas (the “City”) obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, the “Defendants”) have engaged in fraudulent or reckless marketing or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the United States and the State of Texas; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group representing political subdivisions in the State of Texas entered into an Agreement entitled, “Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet” (the “Texas Term Sheet”), approving the allocation of any and all opioid settlement funds within the State of Texas, with the Texas Term Sheet being attached to this Resolution as Exhibit “A”; and

WHEREAS, the City desires to adopt and approve the Texas Term Sheet in its entirety; and

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

SECTION 1. The statements provided in the caption and the recitals of this Resolution are true and correct and are adopted herein for all intents and purposes.

SECTION 2. The City Council of Angleton hereby finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City.

SECTION 3. The Council hereby acknowledges that the purpose of the Texas Term Sheet is to permit collaboration between the State of Texas and political subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants, as defined therein.

SECTION 4. The Council hereby acknowledges that an additional purpose of the Texas Term Sheet is to create an effective means of distributing any potential settlement funds obtained under the Texas Term Sheet between the State of Texas and political subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in the City and throughout the State of Texas.

SECTION 5. The Texas Term Sheet be approved and adopted in its entirety, including the allocation method for opioid settlement proceeds.

PASSED AND APPROVED THIS THE 26TH DAY OF OCTOBER 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

EXHIBIT A

Texas Term Sheet

**TEXAS OPIOID ABATEMENT FUND COUNCIL AND
SETTLEMENT ALLOCATION TERM SHEET**

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

- of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.
2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
 3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
 4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

- from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.
5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

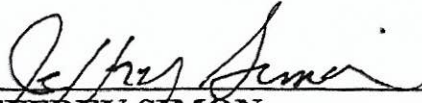


**KENNETH PAXTON, JR.
ATTORNEY GENERAL**

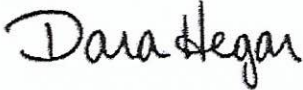
**FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:**



**MIKAL WATTS
WATTS GUERRA LLP**



**JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC**



**DARA HEGAR
LANIER LAW FIRM, PC**



**DAN DOWNEY
DAN DOWNEY, PC**

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state’s political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council’s members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State’s interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members.*

Six (6) members appointed by the State’s political subdivisions to represent their designated Texas Health and Human Services Commission “HHSC” Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Lorraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broadus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Winderest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnnsboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltrie, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.



SUMMARY OF PROPOSED OPIOID SETTLEMENTS

BACKGROUND

Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson.

FINANCIAL TERMS

The two agreements provide for \$26 billion in payments over 18 years, with \$23.9 billion available for opioid abatement and significant amounts front loaded. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. Subdivisions can only participate in the agreement if their state participates. Texas' combined share is almost \$1.5 billion: \$1.17 billion from the distributors and \$268 million from J&J. Distribution within Texas is handled through an intrastate agreement between the state and litigating subdivisions. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments.

Once the state agrees to participate, then the more subdivisions that join, the more money everyone in Texas will receive. Future opioid litigation may result in suspension and reduction of

payments. Even without full resolution of claims, states and subdivisions can still receive substantial payments by resolving a significant portion of current and future claims.

INJUNCTIVE TERMS

Both agreements both contain industry-changing injunctive terms. The distributors will be subject to more oversight and accountability, including an independent monitor, to prevent deliveries of opioids to pharmacies where diversion and misuse occur. They will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. J&J will be prohibited from selling or promoting opioids.

HOW TO JOIN

To adopt the settlement and allocation schedule, you need to:

1. sign the Subdivision Settlement Participation Form;
2. adopt the Texas Term Sheet and its intrastate allocation schedule;
3. return both to opioids@oag.texas.gov.

The deadline for states to sign on is August 21, 2021. Subdivisions in participating states then have through January 2, 2022, to join.

FOR MORE INFORMATION, PLEASE VISIT:
www.texasattorneygeneral.gov/globalopioidsettlement

EXHIBIT E

List of Opioid Remediation Uses

**Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“*PDMPs*”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/26/2021

PREPARED BY: Chris Hill, Finance Director

AGENDA CONTENT: Discussion and possible action to approve Financial Audit and Single Audit Engagement for FYE September 30, 2021.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$54,000

FUNDS REQUESTED: \$54,000

FUND: 01-515-415

EXECUTIVE SUMMARY:

Belt, Harris and Pechacek, LLLP, Certified Public Accountants have provided an engagement letter to complete the Financial and Single Audits for Fiscal Year Ended September 30, 2021.

This firm has completed the Financial Audit for the last 5 years and is familiar with the City's business and Fund structure.

Staff does not recommend a change or bidding this year.

RECOMMENDATION:

Staff recommends council approve the Engagement Letter with Belt, Harris and Pechacek, LLLP, Certified Public Accountants to complete Financial Audit and Single Audit.



Engagement Letter - Single Audit

July 14, 2021

The Honorable Jason Perez, Mayor
 City of Angleton
 121 S. Velasco
 Angleton, Texas 77515-6023

We are pleased to confirm our understanding of the services we are to provide for the City of Angleton, Texas (the "City") for the year ended September 30, 2021.

Audit Services

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and the disclosures, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2021.

Accounting standards generally accepted in the United States of America (GAAS) provide for certain Required Supplementary Information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule(s)
3. Pension Schedule(s) as applicable
4. OPEB Schedule(s) as applicable

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

1. Combining Statement(s) and Schedule(s)

2. Budgetary Comparison Schedule(s)
3. Schedule of Expenditures of Federal Awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Introductory Section

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on---

1. Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
2. Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance").

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements,

including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an avoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Audit Procedures-Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and

agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related disclosures of the City in conformity with GAAP and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related disclosures services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Nonaudit Services

In connection with the engagement, we will perform services unrelated to our attest function. The additional services we will provide include:

1. **Preparation of Documents**

We will assist in preparing the financial statements and related notes of the City in conformity with GAAP based on information provided by the City.

2. **Advisory Services**

We will provide routine advisory services through phone calls, conferences, or otherwise, in connection with incidental matters arising during the year. We encourage open lines of communication throughout the year as part of our services.

3. **Correspondence**

We will handle all normal correspondence from grantor, regulatory, or oversight agencies related to the audit.

4. **Professional Proofing**

To ensure documents issued in connection with the audit engagement are professional in appearance, we will submit both client-prepared information, as well as documents created entirely by the auditor, to an independent professional proofreader for a cover-to-cover inspection. This review will include consistent formatting, grammar, logic, and any other items that may detract from the document. This process is over and above technical reviews performed.

5. **Printing and Binding**

All final hard copy documents will be printed on a 1200 dpi or better resolution copier and bright white report paper. Reports will be bound with GBC-brand plastic combs with 30 mil oversized covers. We will manually inspect each page from one document and spot check remaining reports for printing errors. Our reports will be centered, properly aligned, and free of smudges and other detracting elements.

6. **Electronic Adobe Searchable PDF**

In addition to providing hard copy documents, we will also provide all final documents in electronic image files in Adobe PDF format, suitable for posting in electronic agenda packages, posting on websites, or transmitting by email to regulatory agencies.

7. **Client Portal - Auditbox**

We will provide the City access to our proprietary AuditBox online site to provide a central repository where both the City's personnel and audit team members can see documents being exchanged during the process to eliminate duplicate requests from audit team members. Both the City's documents, as well as final audit documents, will be hosted on the site providing an archive of information that new personnel may access in subsequent years, if information is needed regarding what was provided for a prior year audit or a copy of audit documents issued.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with GAAP; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review prior to the beginning of our audit fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, on which we have been engaged to report, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements preparation, schedule of expenditures of federal awards, related disclosures, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Belt Harris Pechacek, LLLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any oversight agency or its designee, a

federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Belt Harris Pechacek, LLLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Fees for our services are based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, word processing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Items that likely will increase the fee estimate include:

1. Assistance with addressing matters that were designated as management's responsibility, which include closing schedules and closing entries.
2. Submission of audit data within 60 days of a client requested completion date or filing deadline, requiring overtime hours to meet the deadline.
3. Changes in accounting pronouncements, professional standards, laws, and regulations not known to us as of the date of this letter that have a significant impact on time requirements.
4. Changes in the operations and significant matters that materially change the audit scope such as evaluation of the impact of joint ventures, debt issuance/refunding/advance extinguishment, forbearance agreements, notice of material events, enforcement actions, required corrective actions, self-insurance, environmental liabilities, going concern, and/or other postemployment benefits.
5. Significant increases in State or Federal funding requiring State and/or Federal Single Audits and/or increases to the number of grants classified as major programs by Office of Management and Budget (OMB) or State requirements.
6. Follow up on allegations or discovery of a) noncompliance with laws, regulations, and policies; b) fraud, waste, and abuse; c) significant deficiencies in internal control; d) nepotism; and e) related party transactions.

As customary in the industry, the price quoted is an estimate. In accordance with rules of the State Board of Public Accountancy, we cannot be bound to provide the audit for the amount estimated. However, in practice, we honor our fee quotes unless adverse conditions such as those described above are encountered.

Fee Estimates

	<u>2021</u>
Financial Statement Audit	\$ 49,995
Single Audit-Base Fee	\$ 3,850
Single Audit-Per Major Program	\$ 4,875

The proposed fee does not include any additional time related to COVID-19. The impact of COVID-19 is presently unknown and may result in additional compliance procedures, funding, or organizational problems, which may require additional time to address. Any additional time would be billed at our standard hourly rates.

Federal Single Audit Engagement

A federal single audit is required by the OMB's Uniform Guidance when federal funds over \$750,000 are expended. Federal single audit fees vary based on the number of major programs as defined by OMB. Accordingly, the federal single audit fee consists of a 'Federal Single Audit-Base Fee' to cover basic fixed amounts and the 'Federal Single Audit-Per Major Program Fee', which is the scalable portion dependent on the actual number of major programs. The number of major programs is established by OMB criteria. If a federal single audit is required, there will be at least one major program. Prior year federal single audit reports will help plan for the number of major programs, but they will vary from year to year based on the level of federal funding. Should you not exceed OMB's federal single audit threshold, a federal single audit will not be required. If you anticipate exceeding the federal single audit threshold, please contact us as far in advance as possible so that we can begin doing preliminary federal single audit work.

Non-State Single Audit Engagement

A state single audit is required when grant funds that originated from the State of Texas (this does not include federal monies passed through the State) over \$750,000 are expended. State single audit fees vary based on the number of major programs as defined by the *State of Texas Single Audit Circular*. The additional technical verbiage that is necessary when a state single audit is required is not included within this engagement letter, nor does the proposed engagement fee include additional fees related to a state single audit. Should you exceed the state single audit threshold, a new engagement letter will be required.

Billing Protocol

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Generally, 40 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 60 percent after a draft of the financial statements is issued. Accordingly, the fee will be split 40/60 between budget years. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Required Attachments

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2018 peer review accompanies this letter.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to those charged with governance of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of the audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis of matter or other matter paragraph to our auditors' report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from the engagement.

Foreign Terrorists Organizations

Pursuant to Chapter 2252, Texas Government Code, we represent and certify that, at the time of execution of this letter, neither we nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code or Subchapter F of Chapter 2252 of the Texas Government Code or (ii) is a

City of Angleton
 Engagement Letter
 Page 9 of 9

company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term 'foreign terrorist organization' in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Vendor Representation Regarding Israel

Pursuant to Chapter 2271, Texas Government Code, we represent that we do not boycott Israel and will not boycott Israel during the term of the contract. The term 'boycott Israel' shall have the meaning ascribed to this term in Section 808.001 of the Texas Government Code.

Required Non-Appropriation Clause

Notwithstanding anything contained in this engagement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for fees due under this engagement agreement, the City will immediately notify us in writing of such occurrence and this agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made.

Authorization of CPA's Disclosure

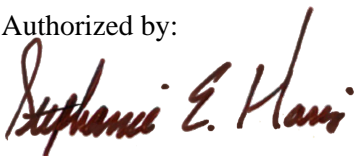
Any client certified public accountant involved with assisting us shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permission to staff certificate or registration holders as required under the Rules of Professional Conduct, Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Section 501.75.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Belt Harris Pechacek, LLLP
Certified Public Accountants

Authorized by:



Stephanie E. Harris, CPA, CGMA
 Partner

RESPONSE:

This letter correctly sets forth the understanding of City of Angleton.

The Honorable Jason Perez, Mayor

Date

CPAs • Tax • Audit & Accounting

*Empowering Peace of Mind*Report on the Firm's System of Quality Control

To the Partners of Belt Harris Pechacek, LLLP
And the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP (the firm) in effect for the year ended June 30, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act;

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Belt Harris Pechacek, LLLP in effect for the year ended June 30, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Belt Harris Pechacek, LLLP has received a peer review rating of *pass*.



BUMGARDNER, MORRISON & COMPANY, LLP
December 14, 2018



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/26/2021

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action to authorize one-way traffic from N Belle to S Belle on Sunday, October 31, 2021.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: \$0

FUND: NA

EXECUTIVE SUMMARY:

Tracy Delesandri contacted the City of Angleton regarding one-way traffic from N Belle to S Belle on Sunday, October 31, 2021 from 5pm – 9pm. This will be the neighborhood's eighth year to put on a Halloween event and officers have already been solidified.

RECOMMENDATION:

Staff recommends approval of one-way traffic from N Belle to S Belle on Sunday, October 31, 2021 from 5pm to 9pm.

SUGGESTED MOTION:

I move we authorize one-way traffic from N Belle to S Belle on Sunday, October 31, 2021 from 5pm to 9pm.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/26/2021

PREPARED BY: Chris Hill, Finance Director

AGENDA CONTENT: Conduct a public hearing, discussion and possible action on approval of resolution electing to participate in tax abatement agreements and setting guidelines.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The prior tax abatement guidelines and criteria have expired.

The resolution will renew or setup new guidelines and approve participation in tax abatement agreements.

Recommend adding the Finance Director to Tax Abatement Review Committee (TARC).

RECOMMENDATION:

Staff recommends council approve the Resolution electing to participate in tax abatement agreements, setting new guidelines and adding Finance Director to review committee.

RESOLUTION NO. 20211012-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS ELECTING TO PARTICIPATE IN TAX ABATEMENT AGREEMENTS, AND ESTABLISHING GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT FOR ECONOMIC DEVELOPMENT PROSPECTS IN THE CITY OF ANGLETON IN ACCORDANCE WITH CHAPTER 312 OF THE TEXAS TAX CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §312.002, Texas Tax Code, requires a taxing unit to adopt a resolution establishing guidelines and criteria governing tax abatement agreements and stating that the taxing unit elects to become eligible to participate in tax abatement; and

WHEREAS, the City Council of the City of Angleton has previously expressed its intent to consider tax abatements and adopted Tax Abatement Guidelines and Criteria; and

WHEREAS, PURSUANT TO §312.002, the Tax Abatement Guidelines and Criteria are effective for two years unless amended or repealed by a vote of three-fourths of the City Council; and

WHEREAS, the prior tax abatement guidelines and criteria established by the City of Angleton have expired; and

WHEREAS, the Angleton City Council desires to once again adopt Tax Abatement Guidelines and Criteria; and

WHEREAS, the Angleton City Council elects to continue to be eligible to participate in tax abatement.

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

SECTION 1: The City of Angleton elects to participate in tax abatement agreements pursuant to Chapter 312 of the Texas Tax Code, and the Guidelines and Criteria attached as Exhibit "A" to this resolution for granting tax abatements in designated Tax Abatement Reinvestment Zones are hereby adopted as of the date of this resolution.

SECTION 2: In the event that one or more of the provisions contained in this Resolution shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Resolution shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Resolution, which shall remain in full force and effect.

SECTION 3: That this resolution shall be effective immediately from and after its passage.

PASSED AND APPROVED THIS THE 26TH DAY OF OCTOBER 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

Exhibit A
CITY OF ANGLETON, TEXAS
TAX ABATEMENT GUIDELINES AND CRITERIA

DEFINITIONS Section 1

(a) "Abatement" means the full or partial exemption from ad valorem taxes on certain real property in a reinvestment zone designated by the City of Angleton for economic development purposes.

(b) "Eligible Jurisdiction" means the City of Angleton, Brazoria County and any school district or other local taxing jurisdictions eligible to abate taxes according to Texas law, the majority of which is located in the City of Angleton that levies ad valorem taxes upon and provides services to a reinvestment zone designated by the City of Angleton.

(c) "Agreement" means a contractual agreement between a property owner and/or lessee and the City of Angleton for the purpose of tax abatement.

(d) "Base Year Value," means the assessed value of eligible property January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the agreement.

(e) "Deferred Maintenance" means the improvements necessary for continued operations, which do not improve productivity or alter the process technology.

(f) "Distribution Center Facility" means buildings and structures, including machinery and equipment, used or to be used primarily to receive, store, service, or distribute goods or materials owned by the facility operator where a majority of the goods or services are distributed to points at least fifty (50) miles from its location in the City of Angleton.

(g) "Expansion" means the addition of buildings, structures, machinery or equipment for purposes of increasing production capacity.

(h) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.

(i) "Manufacturing Facility" means buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

(j) "Modernization" means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, or repairing.

(k) "New Facility" means a property previously undeveloped, which is placed into service, by

means other than or in conjunction with expansion or modernization.

- (l) "Other Basic Industry" means buildings and structures including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services, which serve a market primarily outside the City of Angleton.
- (m) "Productive Life" means the number of years a property improvement is expected to be in service.
- (n) "Regional Entertainment Facility" means buildings and structures, including machinery and equipment, used or to be used to provide entertainment through the admission of the general public where the majority of users reside at least fifty (50) miles from its location in the City of Angleton.
- (o) "Research Facility" means buildings and structures, including machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.
- (p) "Regional Service Facility" means buildings and structures, including machinery and equipment, used or to be used to service goods where a majority of the goods being serviced originate at least fifty (50) miles from the facility's location in the City of Angleton.
- (q) "Commercial Facility" means buildings and structures for service related industries and certain retail establishments as deemed appropriate by the City Council where a minimum of five (5) new jobs and/or pay role exceeding one hundred thousand dollars (\$100,000) and investment of seven hundred and fifty thousand dollars (\$750,000) or more in new buildings will be made.
- (r) "Economic Development" means participation in or support of an organized program or entity which for the purpose of its mission, engages in activities designed to encourage employment opportunities development/commercial and manufacturing business/industry to locate and/or expand in the City of Angleton, thus expanding and diversifying the tax base as well as increasing the economic strength and stability of the City of Angleton.
- (s) "Qualified Vendors and Services" means those vendors and services that meet the company's individual stated requirements, which can include but are not limited to safety, financial condition, environmental record, quality or ability to perform.
- (t) "The City of Angleton Vendor and Services" means a company that employs the City of Angleton residents and pays the City of Angleton taxes.

ABATEMENT AUTHORIZED Section 2

- (a) Authorized Facility. A facility may be eligible for abatement if it is a Manufacturing Facility, Research Facility, Distribution Center or Regional Service Facility, Regional Entertainment Facility, Approved "Commercial Facility" or Other Basic Industry.
- (b) Creation of New Value. Abatement may only be granted for the additional value of eligible

property improvements made subsequent to and specified in an abatement agreement between the City of Angleton and the property owner or lessee, subject to such limitations as the City of Angleton may require.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the value of buildings, structures; fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following type of property shall be fully taxable and ineligible for abatement: land, inventories, supplies, tools, furnishings, and other forms of movable personal property; vehicles, vessels, aircraft, housing, hotel accommodations, retail facilities (except as approved under Section 1 [q]) deferred maintenance investments, property to be rented or leased (except as provided in Section 2 [f]), property owned or used by the State of Texas or its political subdivisions or by any organizations owned, operated or directed by a political subdivision of the State of Texas.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, the agreement shall be executed with the lessor and the lessee. Publicly owned land leased to private entities shall be eligible if otherwise qualified.

(g) **Value and Term of Abatement.** Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the agreement. On a Scale as follows:

Investment	Year	Maximum Abatement
\$750,000 - \$2,000,000	1	80%
	2	50%
	3	25%
	4	0%
\$2,000,001 - \$4,000,000	1-2	90%
	3	60%
	4	50%
	5	25%
	6-7	0%
\$4,000,001 - \$10,000,000	1-2	100%
	3-4	75%
	5-6	50%
	7	25% or as negotiated.
\$10,000,001 and up	negotiable up to 7	negotiable

Notwithstanding any other provision of the guidelines and criteria the City Council has the authority to negotiate with applicant the term of years and percentage of abatement.

Such percentage of value that shall be set by City Council order of new eligible properties shall be abated for up to seven years or one-half (1/2) the productive life of the improvement whichever is less. The abatement may be extended through an initial agreement and a subsequent agreement may be required to comply with state law regarding the term of the reinvestment zone. If a modernization project includes facility replacement, the abated value shall be the value of the new unit(s) less the value of the old unit(s).

(h) Economic Qualification. In order to be eligible for designation as a reinvestment zone and to qualify for tax abatement, the planned improvement:

(1) Must be reasonably expected to increase the value of the property in the amount of \$750,000 or more;

(2) Must prevent the loss of employment and create employment for at least five additional (5) people (meaning a net gain of five [5] full time employees) on a full-time (forty [40] hours per week equivalent) basis in the City of Angleton for the duration of the abatement period; and

(3) Must be necessary because capacity cannot be provided efficiently utilizing existing improved property; Additionally, the owner of the project:

(4) Must provide for and pay, at the time of filing an application for tax abatement, a non-refundable application fee of one thousand dollars (\$1,000). A part of the application fee will be dedicated by the City of Angleton to economic development programs authorized by Local Government Code, Section 381.004.

(5) Must file a plan statement with application demonstrating willingness and planned efforts to use qualified City of Angleton vendors and services where applicable in the construction and operations of the facility. The City of Angleton vendors and services must be competitive with non-county vendors and services regarding price, quality, safety, availability and ability to perform.

(i) Taxability. From the execution of the abatement contract to the end of the agreement period, taxes shall be payable as follows:

(1) The value of ineligible property as provided in Section 2(e) shall be fully taxable;

(2) The base year value of existing eligible property as determined each year shall be fully taxable; and

(3) The additional value of new eligible property shall be taxable in the manner described in Section 2(g).

APPLICATION Section 3

(a) Any present or potential owner of taxable property in the City of Angleton may request

the creation of a reinvestment zone and tax abatement by filing a written request with the City of Angleton. The application shall be filed with the administrative head of the governing body and the applicant shall furnish a copy to each member of the governing body.

(b) The application shall consist of a completed application form accompanied by: a general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements which will be a part of the facility; a map and property description; a time schedule for undertaking and completing the planned improvements. In the case of modernizing, a statement of the assessed value of the facility separately stated for real and personal property shall be given for the tax year immediately preceding the application. The application form shall require such financial and other information, as the City of Angleton deems appropriate for evaluating the financial capacity and other factors of the applicant.

(c) Prior to adopting an Ordinance designating a reinvestment zone, the City Council must conduct a public hearing. Not later than the seventh day before date of the public hearing, notice of the hearing must be published in the newspaper having general circulation in the municipality and delivered in writing by registered or certified mail, to the presiding officer of each other governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone. At the public hearing, any interested person is entitled to speak and present evidence for or against the designation of a reinvestment zone. At the public hearing on the reinvestment zone, City Council must find that the improvements sought are feasible and practical and would be a benefit to the zone after the expiration of the tax abatement agreement. The City Council must also find that the zone meets one of the applicable criteria for reinvestment zones identified in Texas Tax Code Sec. 312.202, as amended, such as it is reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment to the zone. This City Council findings must be approved by the City Council at an open meeting and should be noted in the minutes for that meeting. If the zone designation is approved, the designation lasts for five (5) years and may be renewed for successive periods of up to five (5) years.

(d) Prior to adopting a Resolution granting a tax abatement and approving a tax abatement agreement, the City Council must conduct a public hearing. Not later than the seventh day before the date on which the City enters into a tax abatement agreement, the Mayor shall deliver to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the agreement is located, a written notice by registered or certified mail, that the City intends to enter into the agreement. The notice must include a copy of the proposed agreement. All interested parties shall be entitled to speak and present written materials for or against the approval of the tax abatement. The public hearing shall also afford the applicant and the designated representative of any eligible jurisdiction opportunity to show cause why the abatement should or should not be granted. The tax abatement agreement may not exceed ten (10) years.

(e) The public hearing to designate an area as a reinvestment zone and the public hearing on the tax abatement may be conducted at the same regularly scheduled meeting of the City Council.

(f) After receipt of an application for creation of a reinvestment zone and application for abatement, the Tax Abatement Review Committee (TARC) shall prepare a feasibility study setting out the impact of the proposed reinvestment zone and tax abatement. The feasibility study shall

include, but not be limited to, an estimate of the economic effect of the creation of the zone and the abatement of taxes and the benefit to the eligible jurisdiction and the property to be included in the zone. The cost of said feasibility study shall be paid by the applicant.

(g) If upon written request for a legal opinion or interpretation from the City Council or its members, the legal counsel for the City of Angleton determines that the application does not appear to comply with the written language of the Guidelines and Criteria, a public hearing on said application, if already set, shall be postponed for a period of at least thirty days from the scheduled date of public hearing to allow time for further review by the City Council or any duly appointed review committee, or if an initial setting has not been made, the hearing on such application shall be set on the City Council agenda no sooner than sixty (60) days from the time the Court enters an order to set the public hearing date. The applicant shall file a supplement or addendum to its application to show cause why the application should be approved and shall present reasons at the public hearing on the same. Provided that any final decision or interpretation as to the intent and meaning or policy of any provision or its written language; any final decision as to whether or not an application complies or does not comply with the guidelines and criteria; and any final decision as to whether to grant or deny tax abatement shall be made by the City Council at its sole discretion.

(h) The City of Angleton shall not establish a reinvestment zone for the purpose of abatement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of improvements related to a proposed modernization, expansion or new facility.

(i) Variance. Requests for variance from the provisions of Subsection (a) of Section 1 and/or (h)(2) of Section 2 may be made in written form to the Mayor with a copy forwarded to the TARC. Said variance will only be considered if it is requested for a project valued at less than seven hundred and fifty thousand dollars (\$750,000). Such requests shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of a request requires a three-fourth (3/4) vote of the governing body.

(j) Special Variance: Air Carriers. A special variance from all applicable provisions of these guidelines and criteria, with the exception of Section 2 (h)(4) and (h)(5) may be granted allowing abatement or partial abatement of ad valorem taxes on the personal property of a certificated or non-certificated air carrier that owns or leases taxable real property in the City of Angleton provided that the personal property has a value of at least ten million dollars (\$10,000,000). Approval of a request for this variance requires a three-fourth (3/4) vote of the City Council.

PUBLIC HEARING Section 4

(a) Neither a reinvestment zone nor abatement agreement shall be authorized if it is determined that:

- (1) There would be a substantial adverse effect on the provision of government service or tax base;
- (2) The applicant has insufficient financial capacity;
- (3) Planned or potential use of the property would constitute hazard to public safety,

health or morals; or,

- (4) Violation of other codes or laws.

AGREEMENT Section 5

(a) After approval, the City of Angleton City Council shall formally pass a resolution and negotiate and execute a mutually acceptable agreement with the owner of the facility and/or lessee as required, which shall include:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year as provided in Section 2(g);
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility; nature of construction, time schedule, map, property description and improvement list as provided in Application, Section 3(b);
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections 2(a), 2(f), 2(g), 2(h) 6, 7, and 8;
- (6) Size of investment and average number of jobs involved for the period of abatement; and
- (7) Provision that Owner shall annually furnish information necessary for the City of Angleton's evaluation of Owner's compliance with the terms and conditions of the tax abatement agreement and these guidelines and criteria (in the form of an annual report/statement of compliance), together with an additional provision that the City of Angleton may, at its election, request and obtain information from Owner as is necessary for the city's evaluation of Owner's compliance with the terms and conditions of the tax abatement agreement and these guidelines and criteria.

If the parties successfully negotiate an agreement, such agreement shall be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the City of Angleton.

RECAPTURE Section 6

(a) In the event that the facility is completed and begins producing products or service but subsequently discontinues producing products or service for any reason except fire, explosion or other casualty or accident or natural disaster for a period of six months during the abatement period, then the agreement shall terminate and so shall the abatement of the taxes for the calendar year during which the facility no longer produces. The taxes otherwise abated for that calendar year and all taxes previously abated by virtue of this agreement will be reconstructed and shall be paid to the City of Angleton within sixty (60) days from the date of termination.

(b) Should the City of Angleton determine that the company or individual is in default

according to the terms and conditions of its agreement, the City of Angleton shall notify the company or individual in writing at the address stated in the agreement and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), then the agreement may be terminated.

(c) In the event that the company or individual (1) allows its ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the "Cure Period", the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.

(d) Any amount to be recaptured under this section shall be a lien on all real and personal property of the owner, the company and/or individual receiving the abatement.

ADMINISTRATION Section 7

(a) The Chief Appraiser of the Brazoria County Appraisal District shall annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, the company or individual receiving abatement shall furnish the city with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser shall notify the eligible jurisdictions, which levies taxes on the amount of the assessment.

(b) The agreement shall stipulate that TARC of the City of Angleton will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with their safety standards.

(c) Tax Abatement Review Committee. The City Council shall appoint a standing Tax Abatement Review Committee (TARC) for purposes of (1) reviewing the tax abatement application and preparing or having prepared the feasibility study report required by Section 3(d) of these guidelines; (2) conducting annual inspections and/or evaluations of the abated facilities to insure compliance with the terms/conditions of the tax abatement agreement.

(d) The Tax Abatement Review Committee shall be comprised of the following persons:

(1) Mayor of the City of Angleton;

(2) City Manager of the City of Angleton;

(3) One council member of the City Council of the City of Angleton, to be approved by a majority vote of the City Council of the City of Angleton;

(4) Three persons who are residents of the City of Angleton or who engage in business in the City of Angleton. Said persons shall be appointed by a majority vote of the City Council.

(5) The City Attorney, who shall serve as an ex-officio member of the committee and render advice on abatement qualifications and procedures.

(6) The Economic Development Director or other person from said department will act as the administrator of the TARC and serve as an ex-officio member of the committee.

(7) Finance Director of the City of Angleton.

The appointed members shall serve for two-year terms and are eligible for reappointment by the City Council.

(e) Upon completion of construction, the owner of an abated facility must submit a written report/statement of compliance annually during the life of the abatement to the City of Angleton City Council and the Tax Abatement Review Committee clearly detailing the status of the facility and how it is complying with the abatement guidelines. The Committee shall annually evaluate each abated facility and report possible violations to the contract and agreement to the City of Angleton City Council.

(f) The City of Angleton shall timely file with the Texas Department of Commerce and the Property Tax Division of the State Comptroller's office all information required by the Tax Code.

ASSIGNMENT Section 8

Abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of the City of Angleton subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of a new contractual agreement with the City of Angleton. No assignment or transfer shall be approved if the new parties to the existing agreement, the new owner or new lessee are liable to the City of Angleton or any eligible jurisdiction for delinquent taxes or other obligations. Approval shall not be unreasonably withheld.

SUNSET PROVISION Section 9

(a) These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two (2) years, at which time all reinvestment zones and tax abatement contracts created, pursuant to its provisions, will be reviewed by the City of Angleton to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria will be modified, renewed or eliminated providing that such actions shall not affect existing contracts or applications for tax abatement filed prior to the expiration of said Guidelines and Criteria shall be governed by the provisions of these Guidelines and Criteria regardless of any subsequent modification or amendment.

(b) This policy is mutually exclusive of existing Industrial District Contracts and owners of real property in areas deserving of special attention as agreed by the eligible jurisdictions.



AGENDA ITEM SUMMARY FORM

MEETING DATE: October 26, 2021

PREPARED BY: Lindsay Koskiniemi, Assistant Director of Development Services

AGENDA CONTENT: Conduct a public hearing, discussion, and possible action on a request for approval of an ordinance rezoning approximately 0.1928 acres from the Commercial-Office/Retail (C-OR) zoning district to the Single Family 7.2 (SF-7.2) zoning district. The subject property is located on the north of E. Cedar Street and is nearest the intersection of Danbury Street and E. Cedar Street, approximately six hundred linear feet to west of E. Mulberry (Highway 35).

AGENDA ITEM SECTION: Public Hearing

BUDGETED AMOUNT: N/A **FUNDS REQUESTED:** N/A

FUND: N/A

EXECUTIVE SUMMARY:

This is a request from Devon Montgomery, to rezone approximately 0.1928 acres of property, described as Block 4, Lots W 80' LT 21, more commonly known as 1101 E. Cedar Street, located on the north side of E. Cedar Street at the intersection of E. Cedar Street and Danbury Street, approximately six hundred linear feet west of E. Mulberry Street (Highway 35).

The property is a single-family home within the Commercial-Office/Retail (C-O/R) zoning district. The applicant, Mr. Montgomery, desires to rezone the property to Single Family 7.2 (SF-7.2) and to continue to use the property as his primary residence. The subject property measures 80' W x 100' L, approximately 8,400 square feet, therefore the size of the property meets or exceeds the minimum requirements of the SF 7.2 zoning district. Two other properties along the north side of the E. Cedar corridor are zoned SF-7.2 within the C-O/R zoning district.

The Future Land Use Plan from the Angleton Comprehensive Plan Update, designates the subject property as being appropriate for office, retail, and multi-family residential uses, however, the properties bordering the subject property to the north are designated in the plan as appropriate for single-family residential use.

The Office/Retail/Multi-Family category is described in the plan as:

Office/Retail/Multifamily (Peach): This category incorporates many of the characteristics of the Office/Retail category but adds flexibility by including multifamily development outside of SH288. The Office/Retail/Multifamily category recognizes both the need to promote quality office development, as well as the opportunity to permit a transition between uses when considered necessary. Examples of this

category are found along FM 523, Business 288, and SH35. While visibility remains important, Office/Retail/Multifamily may also be located away from corridors or as a transition category for low intensity areas.

The Single Family category is described in the plan as:

Single Family (Yellow): Within the Single-Family category, conventional one-family detached dwellings represent the primary use, although two-family units such as duplexes and “granny flats” are acceptable throughout the area. Public uses such as places of worship, schools, parks, and other neighborhood-oriented public facilities are acceptable throughout the area, assuming that they are designed to respect and enhance the character of the community.

The proposed rezoning is further supported by Goals 1 & 2 of Chapter 8 Housing of the Comprehensive Plan.

Goals One: A community in which quality housing is attractive, available, and affordable to all residents.

Goal Two: A variety of housing options that meet the needs of an increasingly diverse population.

Existing Land Use and Zoning

North: Single-family houses in the Two-Family Residential (duplexes) (2F) zoning district.

East: Single-family houses in the Commercial-Office/Retail zoning district.

South: Single-family houses in the Commercial-Office/Retail and Two-Family zoning districts.

West: Single-family houses in the Commercial-Office/Retail and Single-Family 7.2 zoning districts.

Mobility Plan

The Mobility Plan of the City’s Comprehensive Plan designates E. Cedar Street from Chenango Street to Downing Street as a major collector and proposed arterial. The subject property is accessible via Danbury Street, as the driveway is on the west side of the property.

The proposed rezoning, while inconsistent with the Future Land Use Plan, is supported by the Chapter 8 Housing Goals 1 & 2 and is consistent with use of similar structures in the area. Historically, the area around the subject property was used residentially and was rezoned to commercial use years after several of the homes were constructed.

The Planning and Zoning Commission held a public hearing on October 7, 2021 and voted 7 in-favor/0 opposed/0 abstain to recommend approval of the proposed rezoning.

RECOMMENDATION:

Staff recommends approval of the request to rezone 1101 E. Cedar from the C-O/R zoning district to the SF-7.2 zoning district.

SUGGESTED MOTION:

I move we approve the request to rezone 1101 E. Cedar from the Commercial- Office Retail zoning district to the Single-Family 7.2 zoning district.

ORDINANCE NO. 20211026-006

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS REZONING 0.1928 ACRES FROM CHAPTER 28 ZONING ARTICLE III ZONING DISTRICTS SECTION 28-58 C-O/R COMMERCIAL-OFFICE/RETAIL DISTRICT TO CHAPTER 28 ZONING ARTICLE III ZONING DISTRICTS SECTION 28-45 SF-7.2 SINGLE FAMILY RESIDENTIAL 7.2 DISTRICT OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING FOR REPEAL AND AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 211 of the Texas Local Government Code to promulgate rules and regulations governing regulation of land use, structures, businesses, and related activities; and

WHEREAS, the City Council further finds that the rules and regulations governing land use, structures, and related activities within the territorial limits of the City promote the safe, orderly, and healthful development of the City; and

WHEREAS, on October 7, 2021 the Angleton Planning and Zoning Commission conducted a public hearing regarding a request by Devon Montgomery to rezone 0.1928 acres from Chapter 28 Zoning Article III Zoning Districts Section 28-58 C/OR Commercial-Office/Retail District to Chapter 28 Zoning Article III Zoning Districts Section 28-45 SF-7.2 Single Family Residential 7.2 District of the Code of Ordinances City of Angleton, Texas following lawful publication of the notice of said public hearing; and

WHEREAS, on October 7, 2021 after considering the public testimony received at such hearing, if any, the Planning and Zoning Commission has recommended that the request by Devon Montgomery, to rezone 0.1928 acres from Chapter 28 Zoning Article III Zoning Districts Section 28-58 C/OR Commercial-Office/Retail District to Chapter 28 Zoning Article III Zoning Districts Section 28-45 SF-7.2 Single Family Residential 7.2 District be approved; and

WHEREAS, on October 26, 2021 the City Council of the City of Angleton conducted a public hearing regarding a request by Devon Montgomery, to rezone 0.1928 acres from Chapter 28 Zoning Article III Zoning Districts Section 28-58 C/OR – Commercial-Office/Retail District to Chapter 28 Zoning Article III Zoning Districts Section 28-45 SF-7.2 Single Family Residential 7.2 District of the Code of Ordinances City of Angleton, Texas; and

WHEREAS, on October 26, 2021 the City Council of the City of Angleton, Texas approved the request by Devon Montgomery, to rezone 0.1928 acres from Chapter 28 Zoning Article III Zoning Districts Section 28-58 C/OR Commercial-Office/Retail District to the Article III Zoning Districts Section 28-45 SF-7.2 Single Family Residential 7.2 District of the Code of Ordinances City of Angleton, Texas; and

WHEREAS, each and every applicable requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code and the Code of Ordinance of the City of Angleton, Texas, concerning public notices, hearings and other procedural matters have been fully met; and

WHEREAS, the City Council desires to rezone 0.1928 acres from Chapter 28 Zoning Article III Zoning Districts Section 28-58 C/OR Commercial-Office/Retail District to Chapter 28 Zoning Article III Zoning Districts Section 28-45 SF-7.2 Single Family Residential 7.2 District of the Code of Ordinances, City of Angleton, Texas;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS;

SECTION 1. All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated herein by this reference and expressly made a part hereof as if copied herein verbatim.

SECTION 2. The request by Devon Montgomery, to rezone 0.1928 acres, as described in Exhibit “A,” from Chapter 28 Zoning Article III Zoning Districts Section 28-58 C/G Commercial-Office/Retail District to Chapter 28 Zoning Article III Zoning Districts Section 28-45 SF-7.2 – Single Family Residential 7.2 District of the Code of Ordinances, City of Angleton, Texas be approved.

SECTION 3. Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than Two Thousand and No/100 Dollars (\$2,000.00). Each occurrence of any such violation of this Ordinance shall constitute a separate offense. Each day on which any such violation of the Ordinance occurs shall constitute a separate offense.

SECTION 4. All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

SECTION 5. In the event any clause, phrase provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be on or more parts.

SECTION 6. This ordinance shall be effective and in full force immediately upon its adoption.

SECTION 7. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said

meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code

PASSED AND APPROVED THIS THE 26TH DAY OF OCTOBER 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



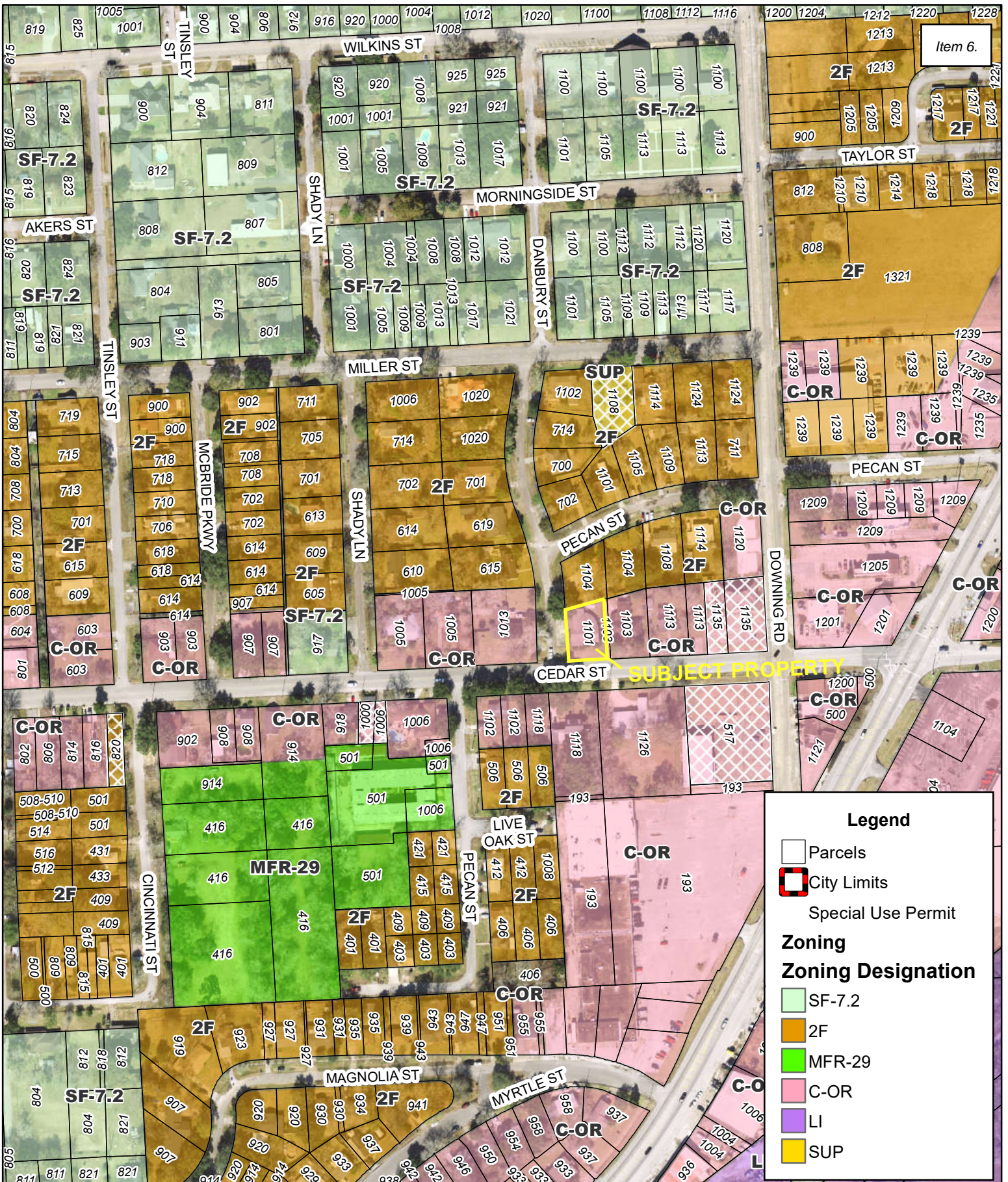
Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Angleton makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Angleton from any damage, loss, or liability arising from such use.



Operated by:
 City of Angleton
 121 S. Velasco St.
 Angleton, TX 77515
 979-849-4364

City of Angleton GIS Mapping

1" = 247'



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Angleton makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Angleton from any damage, loss, or liability arising from such use.

FUTURE LAND USE MAP

Item 6.

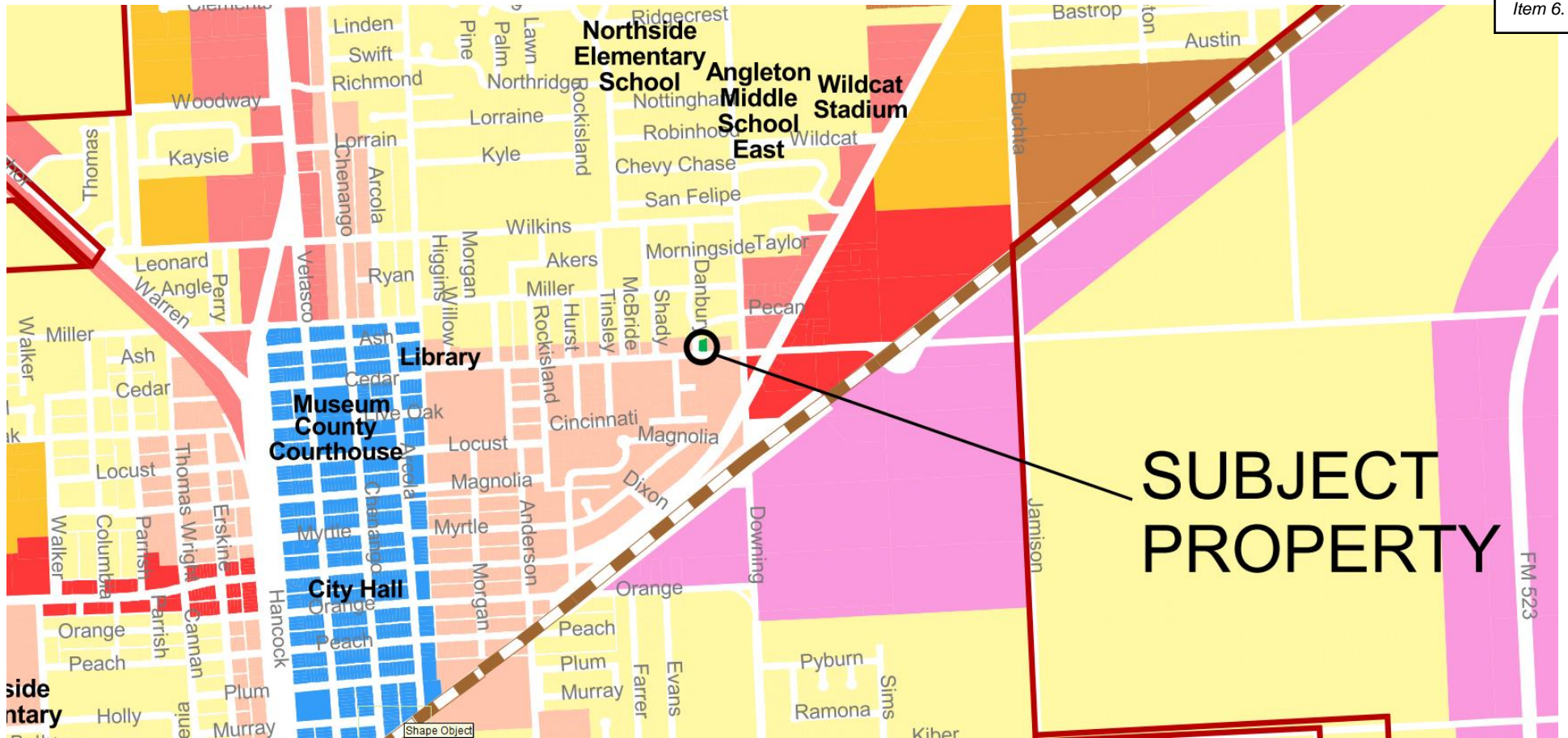














Figure 3.2
Future Land Use Plan

Land Use Categories			
	Agricultural		Industrial/Commercial
	Single Family Residential		Industrial
	Multi-Family Residential		Downtown
	Manufactured Housing		Right Of Way
	Office/Retail/Multi-Family Residential		Angleton Study Area
	Office/Retail		Angleton City Limits
	Commercial		

NOTE: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/26/2021

PREPARED BY: Chris Hill, Finance Director

AGENDA CONTENT: Consider and Approval Ordinance authorizing the issuance of City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

1960 Chenango Water Plant requires an emergency replacement to prevent the loss of millions of gallons of water.

The Water and Wastewater Financial Plan to sustain the failing infrastructure and bridge the gap between required expenditures and available revenue was approved.

The Fiscal 2021/2022 Fiscal Budget was approved.

RECOMMENDATION:

Staff recommends council approve the Ordinance authorizing the issuance of City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021.

ORDINANCE NO. 20211026-007

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS AUTHORIZING THE ISSUANCE OF CITY OF ANGLETON, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021

WHEREAS, the City Council of the City of Angleton, Texas (the “City”), authorized the publication of a notice of intention to issue certificates of obligation to the effect that the City Council would meet on October 26, 2021 to adopt an ordinance and take such other action as may be deemed necessary to authorize the issuance of certificates of obligation (the “Certificates”) payable from ad valorem taxation and from a limited pledge of a subordinate lien on the net revenues of the City’s water and sewer system, for the purpose of evidencing the indebtedness of the City to pay all for all or any part of the costs associated with the construction, acquisition, renovation, equipment, and improvements to (i) the City’s utility and water distribution system including the Chenango Water Plant site and (ii) and the cost of professional services incurred in connection therewith.

WHEREAS, such notice was published at the times and in the manner required by the Constitution and laws of the State of Texas and of the United States of America, respectively, particularly Subchapter C of Chapter 271, Texas Local Government Code; and

WHEREAS, no petition or other request has been filed with or presented to any official of the City requesting that any of the proceedings authorizing the Certificates be submitted to a referendum or other election; and

WHEREAS, Section 271.047(d), Texas Local Government Code provides that the City may not authorize the issuance of the Certificates if a bond proposition to authorize the issuance of bonds for the same purpose was submitted to the voters during the preceding three years and failed to be approved; and

WHEREAS, the City Council hereby finds that no such bond proposition was submitted to the voters of the City during the preceding three years;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS;

SECTION 1. Recitals. It is hereby found and determined that the matters and facts set out in the preamble to this Ordinance are true and correct.

SECTION 2. Definitions. Throughout this ordinance the following terms and expressions as used herein shall have the meanings set forth below:

“Act” means Subchapter C of Chapter 271, Texas Local Government Code.

“Business Day” means any day which is not a Saturday, Sunday, a day on which the Registrar is authorized by law or executive order to close, or a legal holiday.

“Certificate” or “Certificates” means the City of Angleton, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021 authorized in this Ordinance, unless the context clearly indicates otherwise.

“City” means the City of Angleton, Texas.

“Closing Date” means the date on which the Certificates are delivered to and paid for by the Initial Purchaser.

“Code” means the Internal Revenue Code of 1986, as amended.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Debt Service Fund” means the fund for payment of the Certificates established by the City in Section 20 of this Ordinance.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Interest Payment Date,” when used in connection with any Certificate, means February 15, 2022 and each August 15 and February 15 thereafter until maturity or prior redemption.

“Initial Certificate” means the Initial Certificate authorized by Section 6(d).

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means any person who shall be the registered owner of any outstanding Certificate.

“Purchase Agreement” means the agreement between the City and the Underwriter described in Section 24 of this Order.

“Record Date” means, for any Interest Payment Date, the close of business on the last business day of the month next preceding such Interest Payment Date.

“Register” means the books of registration kept by the Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner.

“Registrar” means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, and its successors in that capacity.

“Underwriter” means Robert W. Baird & Company.

SECTION 3. Authorization. The Certificates shall be issued pursuant to the Act in fully registered form, without coupons, in the total authorized principal amount of \$2,285,000 for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with the construction, acquisition, renovation, equipment, and improvements to (i) the City’s utility and water distribution system including the Chenango Water Plant site and (ii) and the cost of professional services incurred in connection therewith.

SECTION 4. Designation, Date, and Interest Payment Dates. The Certificates shall be designated as the “CITY OF ANGLETON, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021,” and shall be dated November 1, 2021. The Certificates shall bear interest at the rates set forth in Section 5 of this Ordinance from the later date of the delivery of the Certificates, or the most recent Interest Payment Date to which such interest has been paid or duly provided for, calculated on the basis of a 360-day year or twelve 30-day months, payable on each Interest Payment Date.

SECTION 5. Initial Certificates; Numbers and Denominations. The Certificates shall be initially issued bearing the numbers, in the principal amounts, and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Ordinance. The Certificates shall mature on April 1 in each of the years and in the amounts set out in such schedule. The Initial Certificate shall be numbered I-1 and all other Certificates shall be numbered in sequence beginning with R-1. Certificates delivered on transfer of or in exchange for other Certificates shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Certificate or Certificates in lieu of which they are delivered.

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
August 15, 2022		
August 15, 2023		
August 15, 2024		
August 15, 2025		
August 15, 2026		
August 15, 2027		
August 15, 2028		
August 15, 2029		
August 15, 2030		
August 15, 2031		

SECTION 6. Execution of Certificates; Seal. (a) The Certificates shall be signed on behalf of the City by the Mayor and countersigned by the City Secretary, by their manual, lithographed, or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the

Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) If any officer of the City whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before the authentication of such Certificates or before the delivery of such Certificates, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Certificate delivered at the Closing Date shall have attached hereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, the Initial Certificate, being a single certificate representing the entire principal amount of the Certificates, payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signature of the Mayor and the City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, shall be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Registrar shall cancel the Initial Certificate and deliver definitive Certificates to DTC.

SECTION 7. Payment of Principal and Interest. The Registrar is hereby appointed as the registrar and paying agent for the Certificates pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, which is hereby authorized and the terms and provisions of which are hereby approved by the City and which the appropriate officials of the City are hereby authorized to execute. The principal of the Certificates shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they become due and payable at the principal payment office in Dallas, Texas of the Registrar. The interest on each Certificate shall be payable by check payable on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Certificate is not a Business Day, then the date for such payment shall be the next succeeding Business Day, with the same force and effect as if made on the original date payment was due.

SECTION 8. Successor Registrars. The City covenants that at all times while any Certificates are outstanding it will provide a commercial bank or trust company organized under the laws of

the United States or any state and duly qualified and legally authorized to serve as Registrar for the Certificates. The City reserves the right to change the Registrar on not less than 60 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Certificates. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

SECTION 9. Special Record Date. If interest on any Certificate is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the City. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

SECTION 10. Ownership; Unclaimed Principal and Interest. The City, the Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute Owner of such Certificate for the purpose of making payment of principal or interest on such Certificate, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Certificate in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Registrar upon such Certificate to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code.

SECTION 11. Registration, Transfer, and Exchange. So long as any Certificates remain outstanding, the Registrar shall keep the Register at its principal payment office in Dallas, Texas, and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Certificates in accordance with the terms of this Ordinance.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal payment office in Dallas, Texas of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Certificate in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Certificate or Certificates, registered in the

name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon presentation and surrender at the principal payment office in Dallas, Texas of the Registrar, for a Certificate or Certificates of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with the provisions of this Section. Each Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The City or the Registrar may require the Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the City.

SECTION 12. Mutilated, Lost, or Stolen Certificates. Upon the presentation and surrender to the Registrar of a mutilated Certificate, the Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Certificate is lost, apparently destroyed, or wrongfully taken, the City, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide Initial Purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The City or the Registrar may require the Owner of a mutilated Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar.

The City or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Certificate, before any replacement Certificate is issued, to:

- (1) furnish to the City and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (2) furnish such security or indemnity as may be required by the Registrar and the City to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

(4) meet any other reasonable requirements of the City and the Registrar.

If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a replacement Certificate, authorize the Registrar to pay such Certificate.

Each replacement Certificate delivered in accordance with this Section shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

SECTION 13. Cancellation of Certificates. All Certificates paid in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the City with appropriate certificates of destruction of such Certificates.

SECTION 14. Book-Entry System. (a) The Initial Certificate shall be registered in the name of the Initial Purchaser. Except as provided in Section 15 hereof, all other Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of

the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payments of principal, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Ordinance with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

SECTION 15. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City in its sole discretion, determines that the beneficial owners of the Certificates shall be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall not longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

SECTION 16. Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

SECTION 17. Optional and Mandatory Redemption; Defeasance. The Certificates are subject to optional and mandatory redemption as set forth in the Form of Certificate in this Ordinance.

Principal amounts may be redeemed only in integral multiples of \$5,000 or any integral multiple thereof. Upon surrender of any Certificate for redemption in part, the Registrar, in accordance with Section 11 hereof, shall authenticate and deliver in exchange therefor a Certificate or Certificates of like maturity, issue date, and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

Notice of any redemption identifying the Certificates to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail, postage prepaid, to the Owner of each Certificate to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Certificates are to be surrendered for payment and,

if less than all Certificates outstanding of a particular maturity are to be redeemed, the numbers of the Certificates or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Certificates or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Certificates have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption.

The Certificates may be discharged or defeased in any manner now or hereafter permitted by law.

SECTION 18. Forms. The form of the Certificates, including the form of Registration Certificate of the Comptroller of Public Accounts, which shall be attached or affixed to the Initial Certificate, the form of the Registrar’s Authentication Certificate, and the form of Assignment, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Ordinance:

(a) Form of Certificate.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZORIA

REGISTERED
NUMBER
I-1

REGISTERED
DENOMINATION
\$

CITY OF ANGLETON, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2021

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP:
 August 15, 20__ November 1, 2021

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Angleton, Texas (the “City”) promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender

of this Certificate at The Bank of New York Mellon Trust Company, N.A. (the “Registrar”) at its principal payment office in Dallas, Texas, the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of April 13, 2021, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Certificate is payable by check August 15 and February 15 until maturity or prior redemption, commencing February 15, 2022, to the registered owner of record as of the close of business on the last business day of the month next preceding such Interest Payment Date.

THIS CERTIFICATE is one of a duly authorized issue of certificates of obligation, aggregating \$[] (the “Certificates”), issued in accordance with the Constitution and laws of the State of Texas, particularly Subchapter C of Chapter 271, Texas Local Government Code, for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with the construction, acquisition, renovation, equipment, and improvements to (i) the City’s utility and water distribution system including the Chenango Water Plant site and (ii) and the cost of professional services incurred in connection therewith; and, pursuant to an ordinance duly adopted by the City Council of the City (the “Ordinance”), which Ordinance is of record in the official minutes of the City Council.

THE CITY RESERVES THE RIGHT to redeem Certificates maturing on and after August 15, 2031 prior to their scheduled maturities, in whole or from time to time in part, in principal amounts of \$5,000 or any integral multiples thereof, on August 15, 2030, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. Reference is made to the Ordinance for complete details concerning the manner of redeeming the Certificates.

INCLUDE BELOW IF TERM CERTIFICATES:

[THE CERTIFICATES maturing on August 15 in the years 20[], (the “Term Certificates”) are subject to mandatory redemption prior to maturity in the amounts and on the dates set out below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date:]

TERM CERTIFICATES MATURING IN THE YEAR 20[]

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
August 15,	\$
August 15,	\$
August 15, 20__ (maturity)	\$

TERM CERTIFICATES MATURING IN THE YEAR 20[]

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
August 15,	\$
August 15,	\$

August 15, 20__ (maturity) \$

[The particular Term Certificate to be redeemed shall be selected by the Registrar by lot or other customary random selection method, on or before February 15 of each year in which Term Certificates are to be mandatorily redeemed. The principal amount of Term Certificate to be mandatorily redeemed in each year shall be reduced by the principal amount of such Term Certificate that has been acquired by the City and delivered to the Registrar for cancellation or has been optionally redeemed and which have not been made the basis for a previous reduction.]

NOTICE OF ANY REDEMPTION shall be given at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owner of each Certificate to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Certificates or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS CERTIFICATE is transferable only upon presentation and surrender at the principal payment office in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance.

THE CERTIFICATES are exchangeable at the principal payment office in Dallas, Texas, for Certificates in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

THIS CERTIFICATE shall not be valid or obligatory for any purpose or be entitled to any benefit under the Ordinance unless this Certificate is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Certificate, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Ordinance.

THE CITY has covenanted in the Ordinance that it will at all times provide a legally qualified registrar for the Certificates and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the revenues to be derived from the operation of the City’s water and sewer system, after the payment of all operation and maintenance expenses thereof (the “Net Revenues”), not to exceed \$1,000, are pledged to the payment of the principal of and interest on the Certificates; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor and countersigned with the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed, or placed in facsimile, on this Certificate.

(AUTHENTICATION
CERTIFICATE)

(SEAL)

CITY OF ANGLETON, TEXAS

Jason Perez, Mayor
City of Angleton

Frances Aguilar, City Secretary
City of Angleton

(b) Form of Registration Certificate.

COMPTROLLER’S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

(SEAL)

Comptroller of Public Accounts
of the State of Texas

(c) Form of Registrar’s Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate has been delivered pursuant to the Ordinance described in the text of this Certificate.

The Bank of New York Mellon Trust Company, N.A.
As Paying Agent/Registrar

By _____
Authorized Signature
Date of Authentication _____

(d) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed: _____

correspond

particular,
NOTICE: Signature must be guaranteed
change
by a member firm of the New York Stock
Exchange or a commercial bank or trust
company.

Registered Owner

NOTICE: The signature above must
to the name of the registered owner as shown
on the face of this Certificate in every
without any alteration, enlargement or
whatsoever.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate, the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As Shown Below” and the word “CUSIP” deleted;

(ii) in the first paragraph of the Certificate, the words “on the maturity date specified above” and “at the rate shown above” shall be deleted and the following shall be inserted at the end of the first sentence “..., with such principal to be paid in installments on April 1 in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:

[Information to be inserted from schedule in Section 5]

(iii) the Initial Certificate shall be numbered I-1.

SECTION 19. CUSIP Numbers; Bond Insurance. CUSIP Numbers may be printed on the Certificates, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Certificates. If bond insurance is obtained by the Initial Purchaser, the Certificates may bear an appropriate legend as provided by the insurer.

SECTION 20. Debt Service Fund; Tax Levy. There is hereby established a special fund of the City to be known as the City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021 Debt Service Fund (the “Debt Service Fund”), which shall be kept separate and apart from all other funds of the City. The proceeds from all taxes levied, assessed and collected for and on account of the Certificates authorized by this Ordinance shall be deposited, as collected, in the Debt Service Fund. While the Certificates or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other City taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the City, sufficient to pay the current interest on the Certificates as the same becomes due and to provide and maintain a sinking fund of not less than two percent of the principal amount of the Certificates or the amount required to pay each installment of principal of the Certificates as the same matures, whichever is greater, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Certificates.

SECTION 21. Pledge of Revenues. As authorized by Chapter 1502, Texas Government Code, the revenues to be derived from the operation of the City’s water and sewer system, after the payment of all operation and maintenance expenses thereof (the “Net Revenues”), not to exceed \$1,000, are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the

payment of the Certificates. The City reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates.

SECTION 22. Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and revenues granted by the City under Sections 20 and 21 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding an unpaid such that the pledge of the taxes and revenues granted by the City under Sections 20 and 21 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

SECTION 23. Further Proceedings. After the Initial Certificate has been executed, it shall be the duty of the Mayor and other appropriate officials and agents of the City to deliver the Initial Certificate and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Certificate has been approved by the Attorney General, it shall be delivered to the Comptroller for registration. Upon registration of the Initial Certificate, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

SECTION 24. Sale; Purchase Agreement. The Certificates are hereby sold and shall be delivered to the Underwriter in an negotiated sale in accordance with the Purchase Agreement at a price of \$[___], representing the par amount of the Certificates, plus a premium amount of \$[___], less an underwriter's discount of \$[___], in accordance with the terms of the Purchase Agreement, presented to and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor and other appropriate officials of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates.

SECTION 25. Covenants to Maintain Tax Exempt Status.

(a) **Definitions.** When used in this Section, the following terms have the following meanings:

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

“Computation Date” has the meaning stated in Section 1.148-1(b) of the

Regulations.

“Gross Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Issue Date” for each series or sub-series of the Certificates or other obligations of the City is the respective date on which such series or sub-series of the Certificates or other obligations of the City is delivered against payment therefor.

“Net Sale Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Rebate Amount” has the meaning stated in Section 1.148-3 of the Regulations.

“Regulations” means the temporary or final Income Tax Regulations applicable to the Certificates issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Certificates.

“Yield of”

(1) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(2) the Certificates shall be computed in accordance with Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds of the Certificates or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not

adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Certificate and prior to the last stated maturity of the Certificates,

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of the Certificates and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the regulations and rulings relating to section 141 of the Code, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “loaned” to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take or pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of the Certificates, directly or indirectly invest Gross Proceeds of the Certificates in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the regulations and rulings thereunder.

(g) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Certificates on such forms

and in such place as such Secretary may prescribe.

(h) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the regulations and rulings thereunder, the City shall:

(i) account for all Gross Proceeds of the Certificates (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least nine years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Certificates not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least three years after the final Computation Date,

(iii) as additional consideration for the purchase of the Certificates by the initial purchasers thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (2) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, the City shall not, at any time after the Issue Date of the Certificates and prior to the earlier of the final stated maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Not Hedge Bonds. The City will not invest more than 50 percent of the Proceeds of the Certificates in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date, the City will reasonably expect that at least 85 percent of the Net Sale Proceeds of

the Certificates will be used to carry out the governmental purpose of such series within three years after the Issue Date.

SECTION 26. Qualified Tax-Exempt Obligations. The City hereby designates the Certificates as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In connection therewith, the City represents (a) that the aggregate amount of tax-exempt obligations issued by the City during calendar year 2021, including the Certificates, which have been designated as “qualified tax-exempt obligations” under section 265(b)(3) of the Code does not exceed \$10,000,000, and (b) that the reasonably anticipated amount of tax-exempt obligations which will be issued by the City during calendar year 2021, including the Certificates, will not exceed \$10,000,000. For purposes of this Section, the term “tax-exempt obligation” does not include “private activity bonds” within the meaning of section 141 of the Code, other than “qualified 501(c)(3) bonds” within the meaning of section 145 of the Code. In addition, for purposes of this Section, the City includes all entities which are aggregated with the City under the Code.

SECTION 27. Use of Proceeds. Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

- (a) Premium in the amount of \$[___] shall be used to pay the costs of issuance.
- (b) Premium in the amount of \$[___] shall be used to pay the underwriter’s discount.
- (c) Proceeds in the amount of \$[___] including premium in the amount of \$[___] shall be used for the purposes described in Section 3 of this Ordinance.
- (d) Any certificate proceeds remaining after making all such deposits and payments, plus earnings on investments of such proceeds, shall be transferred to the Debt Service Fund.

Proceeds from the sale of the Certificates shall be used for the purposes described in Section 3 of this Ordinance and for paying the costs of issuance of the Certificates. Any proceeds remaining after accomplishing the purposes set out in Section 3 and paying costs of issuance, including earnings on investments of such proceeds, shall be transferred to the Debt Service Fund.

SECTION 28. Official Statement. The City hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Certificates and hereby authorizes the preparation of a final Official Statement reflecting the relevant information. The use of such final Official Statement by the Underwriter is hereby approved and authorized and the proper officials of the City are authorized to sign such Official Statement.

SECTION 29. Continuing Disclosure Undertaking. As used in this Article, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt

obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(a) Annual Reports. The City will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access (“EMMA”) system at www.emma.msrb.org. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the official statement authorized by Section 28 of this Ordinance, under Tables numbered 1 through 6 and Tables 8 through 16, and including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (1) prepared in accordance with the accounting principles described in Appendix B or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will submit a notice of such change to the MSRB, and the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB’s Internet Web site or filed with the SEC, as permitted by the Rule. All filings shall be made electronically, in the format specified by the MSRB.

(b) Event Notices. The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of the event), of any of the following events with respect to the Certificates:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial

- difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
 - (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
 - (vii) Modifications to rights of holders of the Certificates, if material;
 - (viii) Certificate calls, if material, and tender offers;
 - (ix) Defeasances;
 - (x) Release, substitution, or sale of property securing repayment of the Certificates, if material;
 - (xi) Rating changes;
 - (xii) Bankruptcy, insolvency, receivership or similar event of the City;
 - (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - (xiv) Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;
 - (xv) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
 - (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in (xii) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the (xv) and (xvi) of the immediately preceding paragraph to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018. The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Texas law that causes Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and the beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE UNLIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, or status or type of principal payment of the City, if (1) the agreement, as so amended, would have permitted an underwriter to purchase or sell Certificates in the initial primary offering in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate amount of the outstanding Certificates consent to such amendment or (b) a person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the

Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If any such amendment is made, the City will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

SECTION 30. Related Matters. The Mayor, the City Administrator and the City Secretary, and other appropriate officials of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Ordinance, including without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, request, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with this Ordinance.

SECTION 31. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Certificates.

SECTION 32. Power to Revise Form of Documents. Notwithstanding any other provision of this Ordinance, the Mayor, City Secretary and other appropriate officials of the City are each hereby authorized to make or approve such revisions, additions, deletions and variations to this Ordinance, in the judgment of the Mayor, City Secretary and other appropriate officials of the City, and in the opinion of Bond Counsel to the City, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Ordinance; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Certificates or such documents shall be subject to the prior approval of the City Council.

SECTION 33. Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

SIGNATURE PAGE FOLLOWS

PASSED AND APPROVED THIS THE 26TH DAY OF OCTOBER 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: October 26, 2001

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Approval of Proposal for the Design, Bid and Construction Phase Services for the Brazoria County Courthouse Expansion Utility & Paving Improvements Project.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED:
\$230,900.00

FUND: Reimbursement from the County of \$230,000.00

EXECUTIVE SUMMARY:

The City has reached an agreement with Brazoria County on the abandonment of Chenango Street ROW between Live Oak Street and Locust Drive for the new County Court House expansion. The County has also agreed to reimburse the City for utility improvements in the County vicinity and reconstruct a section of Arcola from Cedar to Live Oak. The City and the County has entered into an interlocal agreement. See attachment for the agreed to improvements.

The City has meet with the County and they removed the existing structures on the property. Construction on the expansion is slated for late December to early January. The City has meet with the County on their schedule and has identified solution to keep them on schedule.

HDR is providing a proposal for the improvements identified in the interlocal agreement for the County Court House Expansion. We will expedite this design to keep pace with the County and their schedule.

RECOMMENDATION: Approve HDR for the Design, Bid and Construction Phase Services for the Brazoria County Courthouse Expansion Utility & Paving Improvements Project in the amount of \$230,900.00.



October 18, 2021

Mr. Chris Whittaker
City Manager
City of Angleton
121 S. Velasco
Angleton, Texas 77515

Re: Proposal for Engineering Services for Design, Bid, and Construction Phase Services for the Brazoria County Courthouse Expansion Utility & Paving Improvements Project

Dear Mr. Whittaker:

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for performing design, bidding, and construction phase services for the above referenced project. The proposal is based on our understanding of an interlocal agreement between the City and Brazoria County. The tasks include design, bid, and construction management phase services. For your convenience, this proposal consists of Project Understanding, Scope of Services, and Schedule.

PROJECT UNDERSTANDING

Brazoria County has approached the City about construction an annex to the County Courthouse on the 200 block of Locust Street. The County requested that the City abandon the Chenango Street right-of-way between Live Oak Street and Locust Street. In return for the abandonment the City requested utility improvements in an area adjacent to the proposed construction and paving improvements on Arcola Street between Cedar Street and Live Oak Street. The summary of the proposed improvements to both utilities and paving is as follows:

Sanitary Sewer:

The existing 6-inch sanitary sewer that currently services the Brazoria County Campus (existing courthouse and all County property west of 288B) is located under the existing County courthouse as well as the proposed courthouse expansion. This portion of the existing sanitary sewer will be abandoned and a new sanitary sewer installed in a new alignment. The proposed sanitary sewer will consist of 8-inch PVC pipe in a new alignment located in a proposed 15-foot easement beginning at the existing sanitary sewer manhole on the west of side of the County courthouse block at Velasco Street, continuing south to the corner of Velasco and Locust Street, then turning west along the north side of Locust Street tying into a proposed sanitary sewer manhole on Arcola Street on the existing sanitary sewer.

Waterline:

The existing 8-inch asbestos cement (AC) waterline located in the Chenango right-of-way between Live Oak Street and Locust Street must be abandoned to facilitate the County courthouse expansion. To accomplish this abandonment a replacement 8-inch water line is proposed on the north side of Live Oak Street between Chenango Street and Arcola Street. Two additional segments of new 8-inch waterline is proposed from the intersection of Locust Street and Arcola Street east one block to Chenango Street and south one block from the same intersection to Magnolia Street.

The existing 4-inch cast iron waterline located on Arcola Street between Cedar Street and Live Oak Street will be abandoned and replaced with an 8-inch PVC water line.

Pavement:

The existing Arcola street cross-section from Cedar Street to Live Oak Street consist of a 19-foot elevated asphalt roadway with shallow roadside swales. The proposed cross-section of Arcola Street will be widened to a 28-foot wide concrete curb and gutter street with a 10-foot wide concrete shared path that includes curb ramps.

The opinions of probable construction cost for the above described improvements is approximately \$858,000.

SCOPE OF SERVICES**I. DESIGN PHASE SERVICES****A. Basic Design Services**

- Hold “kick-off” meeting with City staff to finalize the requirements for the project.
- Gather and review available historical information (record drawings, reports/studies, GIS data).
- Coordinate with the City staff during the design phase.
- Research and gather information on private utilities (i.e. gas, electrical, telephone, pipelines, etc.) along the project alignment.
- Prepare background drawings in CADD from information obtained during survey.
- Perform site visit to verify survey and identify any other information that would impact design and construction.

- Examine geotechnical information to determine potential soil conditions, ground water conditions, and potential impact on construction methodology and construction costs.
- Perform design on the roadway with concrete curb, including driveway replacement.
- Develop typical cross sections, street grade lines, and street elevations.
- Design 8” water line replacement complete with valves and long and short side service connections.
- Design new sanitary sewer line complete with manholes and long and short side service connections.
- Design sanitary sewer rehabilitation to existing sanitary sewer pipe and manholes including long and short side service reconnections.
- Prepare specification and contract documents.
- Prepare the engineer’s opinion of probable construction costs. Any opinions of probable construction cost provided are made on the basis of information available to HDR and on the basis of HDR’s experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since HDR has no control over the cost of labor, materials, equipment or services furnished by others, or over the construction contractor(s’) methods of determining prices, or over competitive bidding or market conditions, HDR does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable construction cost HDR prepares.
- Submit one (1) set of 75% design plans and specifications for review by the City.
- Conduct a meeting with the City staff to discuss the contents of the 75% design plans and specifications and review comments provided by the City staff.
- Incorporate the City’s 75% review comments.

- Prepare contract documents including plans, specifications, and bidding documents associated with the design of the project in accordance with the design standards of the City.
- Prepare a final opinion of probable construction cost for the proposed improvements.
- Submit plans to private utility companies for approval and signatures.
- Provide two (2) sets of plans to the City for use during construction.

B. Special Design Phase Services

1. Survey Services

- Weisser Engineering & Survey has performed topographic surveying services for Brazoria County for the County courthouse expansion project on Locust Street, Velascoe Street, Live Oak Street, Chenango Street, and Arcola Street between Live Oak and Locust Streets. To provide efficiencies in the project schedule and fees, the County will provide HDR all previously obtain survey data for use on this project.
- Weisser Engineering & Survey will be performing survey on Arcola Street between Locust Street and Magnolia Street and from the alley between Ash and Cedar Streets south to Cedar Street. This additional survey will be added to the survey obtained from the County to provide total topographic survey for this project.
- One Call will be performed to identify private utility companies' location in the field and collect with the survey data.
- Survey will provide a full topographic survey with 100 feet cross sections and all features along the right-of-way and 15 feet outside of it.
- All sizes, materials, and flow line elevations of all crossing sewers (sanitary and storm). All water valves shall be identified including a measure down to the top of the nut.
- The survey will include approximate right of way from pens located at property corners, easement locations, control points placed every 1,000 feet, and location of bore holes.

- It is our understanding that survey services associated with the proposed drainage easement on Chenango between Live Oak Street and Locust Street and the proposed sanitary sewer easement on the existing courthouse property and proposed courthouse expansion property have already been performed by Weisser Engineering & Surveying as requested by the County and therefore will not be included in the scope of services for this project.

2. Geotechnical Investigation Services

- Geotest Engineering, Inc. will perform the geotechnical investigation services for the project.
- Boring locations shall be spaced at a maximum spacing of 500' intervals for a total of six (6) bores for a total of forty (60) vertical feet.
- The information provided in the geotechnical report will include boring logs and test data, ground water conditions, pavement design recommendations, bedding and backfill recommendations, and general earthwork recommendations.

3. Traffic Control Plan

- Prepare traffic control plans for the project. This plan will include phasing, detours, and required signs and lane closures to complete the proposed improvements.

4. Storm Water Pollution Prevention Plan

- Prepare drawings for the required Storm Water Pollution Prevention Plan (SWPPP), in accordance with the Texas National Pollutant Discharge Elimination System (TPDES) General Permit for Storm Water Discharge from construction sites.

5. Coordination with Brazoria County

- Coordinate with the Brazoria County staff during the design phase. Submit 75% design plans to Brazoria County for review and address comments accordingly. Submit final plan to Brazoria County for approval.

C. Bid Phase Services

HDR will enter into this phase after the acceptance of the Design Phase documents. Bid Phase Services shall include the following:

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. HDR will coordinate with the City and will assist in developing the wording of the advertisement.
- HDR will post project plans and specifications on Civcast to generate interest for the project during the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary. The City will absorb costs associated to posting on Civcast.
- Conduct a pre-bid conference for potential bidders, including the preparation of the meeting agenda and preparing a meeting minutes summary.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.
- Prepare a letter of recommendation and advise the City as to the acceptability of the apparent low bidder.
- Attend a City Council Meeting to award construction project.

D. Construction Management Phase Services

HDR will enter into this phase after the City accepts the bids and awards the contract to a contractor. Construction Management Phase Services shall include the following:

- Prepare agenda, Hold a pre-construction meeting, document meeting, and issue meeting minutes.
- Conduct monthly progress meeting and issue meeting minutes.
- Review, process and make recommendation of contractor's Pay estimates.
- Act as the City's Project Representative during the construction phase.
- Review and respond accordingly to all submittals and request for information (RFI) as required by the contract specifications.
- Prepare change orders necessitated by field conditions for review and approval by the City prior to issuing to contractor.
- Visit the site at various stages of construction to observe the progress and quality of executed work and to determine in general if such work is

proceeding in accordance with the Contract Documents. Full or Part time site representation is not included as part of the Construction Management phase tasks.

- HDR will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits HDR will keep the City informed of the progress of the work, will endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and create a punch list to close out construction.
- Make a recommendation for Final Payment on the Project.
- A budgetary amount has been included for material testing services to be performed by a subconsultant to HDR during construction of this project. The City will notify HDR prior to construction on the selected material testing firm for the project.
- HDR will prepare Record Drawings utilizing the as-built drawings provided by the Contractor.
- One (1) electronic copy of the Record drawings, scanned in PDF format, and placed on a disk will be provided to the City.

E. Part Time Site Representation Services

The HDR will enter into this phase after the construction begins. Part Time Site Representation Services shall include the following:

- Provide one construction observer (on-site representative) an average of ten (10) hours a week to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. The estimated construction duration is six (6) months.
- Provide support to the on-site representative through supervisory and administrative services. Provide engineering and technical office personnel support throughout construction. This is to attend project progress meetings,

provide on-site support to address Contractor's questions, resident's concerns and conflict issues.

- In the event of rain days where construction may be hindered or stopped, the representative may be on-site long enough to verify that inclement weather has occurred and the associated impact on the Contractor and construction.
- The on-site representative shall prepare daily reports on the days they are on-site (only). The on-site representative will not be responsible for any daily report when they are not on the site.
- The on-site representative will coordinate with the City and Contractor's representative to estimate quantities installed on the project. The on-site representative will review the Contractor's quantity measurements prior to HDR's project manager processing the Contractor's periodic monthly payment request.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City and the Contractor for construction scheduling, resident notification, and complaints.
- The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up reviews.
- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, HDR shall endeavor to provide further protection for the City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make HDR responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.
- The on-site representative will assist the City inspector to assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.

ADDITIONAL SERVICES

- Additional Services shall only be performed when directed by the City to HDR. These services are not considered normal or customary engineering services.
- Services resulting from significant changes in the extent of the project or its design including but not limited to changes in size, complexity, the City’s schedule, or character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are due to causes beyond HDR’s control.
- Preparing documents for alternate bids outside of the original scope requested by the City or documents for out of sequence work.
- Preparing to serve or serving as a consultant or witness for the City in any litigation, public hearing or other legal or administrative proceeding involving the Project.
- HDR will endeavor to appraise the City of any potential additional or extended services that may result from the above listed items, prior to HDR’s expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the City to HDR.

FEE SUMMARY

Design Phase Services

Basic Design Services (Lump Sum):	\$ 90,500
Traffic Control Plan (Lump Sum):	\$ 5,200
Storm Water Pollution Prevention Plan (Lump Sum):	\$ 2,750
Coordination with Brazoria County (Lump Sum):	\$ 4,750
Surveying Services (Subconsultant’s cost plus 10%):	\$ 7,310
Geotechnical Services (Subconsultant’s cost plus 10%):	\$ 11,740
Total Design Fee:	\$ 122,250
 Bid Phase Services (Lump Sum):	 \$ 7,500
 Construction Management Phase Services (Lump Sum):	 \$ 48,400
 Part-Time Site Representation Services (Hourly):	 \$ 42,750
 * Construction Materials Testing (Subconsultant’s cost +10%)	 \$ 10,000
TOTAL FEE:	\$ 230,900

* At this time the magnitude of these tasks are not known. Therefore, budgetary amounts are provided. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have under run, or funds from the miscellaneous special services line item or by contract amendment.

SCHEDULE

It is estimated that the schedule to accomplish the complete design phase is approximately four (4) months from the date of authorization to proceed. Bid phase will be one (1) month, execution of the contract documents will be one (1) month, and construction will take approximately six (6) months for each package.

INVOICES

HDR will submit monthly invoices for all engineering work completed to invoice date. The invoices for lump sum work will be based on a percentage of completion of each phase applied to the lump sum fee and based on the appropriate fee cost for work from our subconsultants. Time and materials charges and additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 3.18 and direct cost plus 10%. Mileage will be charged at prevailing IRS rates.

HDR appreciates the opportunity to submit this proposal and we look forward to continuing our work with the City.

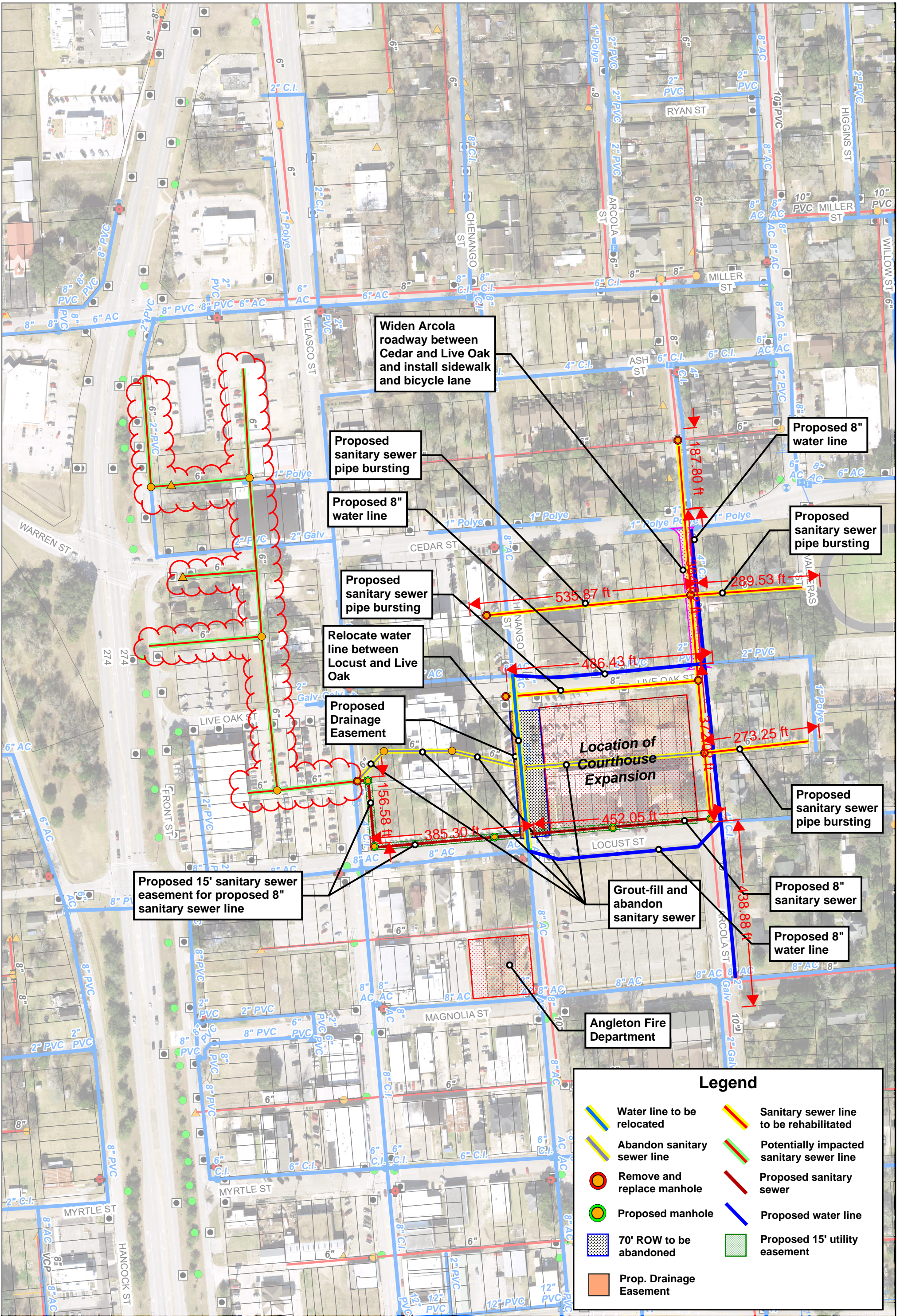
Sincerely,

HDR ENGINEERING, INC.



David Weston
Vice President/Area Manager

Approved:
Authorized signature on behalf of the City of Angleton: _____
Printed Name: _____
Title: _____
Date: _____



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Angleton makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Angleton from any damage, loss, or liability arising from such use.





AGENDA ITEM SUMMARY FORM

MEETING DATE: October 26, 2021

PREPARED BY: Lindsay Koskiniemi, CPM, CGFO, MPA, MSA Assistant Director of Development Services

AGENDA CONTENT: Discuss and consider possible action on a request to approve the Final Replat of the Riverwood Ranch Section Two subdivision. The subject property consists of a 19.793-acre tract of land located at the northeast corner of the Downing Road and Hospital Drive within the City of Angleton.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

This is a request for a recommendation of approval of the final replat of the Riverwood Ranch Section Two subdivision development. The subject property of Section Two consists of 19.793 acres generally located at the northeast corner of the Downing Road and Hospital Drive intersection within the City of Angleton. The proposed second phase of the subdivision will be the location of 109 single family homes. Accompanying this agenda summary are the City Engineer's memo with no objection taken to the Riverwood Ranch Section Two final replat and construction plans and approval letter from Angleton Drainage District.

The Planning and Zoning voted 2 in-favor/5 opposed/0 absent on a motion to approve the propose final replat of Riverwood Ranch Section 2.

RECOMMENDATION:

Staff recommends approval of the proposed final replat of Riverwood Ranch Section Two.

SUGGESTED MOTION:

I move we approve the proposed final replat of Riverwood Ranch Section Two.



October 1, 2021

Mr. Walter Reeves
Director of Development Services
City of Angleton
121 S. Vclasco
Angleton, TX 77515

Re: On-Going Services
Riverwood Ranch Sec. 2 Subdivision Plat and Plan Review – 2nd Submittal Review
Angleton, Texas
HDR Job No. 10283980

Dear Mr. Reeves:

HDR Engineering, Inc. (HDR) has reviewed the final plat and construction plans for the above referenced property and offers the following comments:

1. The Angleton Drainage District provided an updated letter of approval, dated August 18, 2021, with stipulations noted and is provided as an attachment in this review. No additional action is required.

HDR takes no objection to the Riverwood Ranch Sec. 2 Subdivision final plat and construction plans with the exceptions noted. Please note, this does not necessarily mean that the entire drawings, including all supporting data and calculations, has been completely checked and verified; however, the drawings and calculations are signed, dated, and sealed by a professional engineer licensed to practice in the State of Texas, which therefore conveys the engineer's responsibility and accountability.

If you have any questions, please feel free to contact us at our office (713)-622-9264.

Sincerely,

HDR Engineering, Inc.

Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10283980)

Attachments

ANGLETON DRAINAGE DISTRICT

A Political Subdivision of the State of Texas
P.O. Box 2469, Angleton, Texas 77516-2469
Phone: (979) 849-2414 Fax: (979) 848-8160



August 18, 2021

Riverway Properties
Attn: John Santasiero, Owner
1027 Yale Street
Houston, TX 77008

Re: Plat, Drainage and Detention Plan for Riverwood Ranch Subdivision, Section II.

Dear Mr. Santasiero:

During the regular public meeting of the Angleton Drainage District held August 10, 2021, the Board of Supervisors approved the plat, drainage and detention plan for Riverwood Ranch Subdivision, Section II as presented.

As presented, the total detention required for the 42.484 combined acres for Sections 1 & II are 18.741 acre-feet. The pond was excavated during the construction of Section 1 and provides 21.61 acre-feet of detention. That leaves 2.88 acre-feet of excess storage. A total of 29.42 acres of the "Cleveland Davis" tract which is now Riverwood Ranch Subdivision, was designed to flow into the Hospital Drive storm sewer. The design for Riverwood Ranch Section II provides for 6.27 acres to free drain the Hospital storm sewer. A 30-inch pipe will be stubbed into the existing 5' x 3' box culvert that picks up the old "Cleveland Davis" tract. There is compensatory detention volume in the existing detention pond as well as the 2.88 acre-feet of additional storage in the pond. The remainder of the Riverwood development to the east and north of this area will be served by an internal detention pond for Sections III & IV.

Should any additional structures be added in the future, other than those plans presented on August 10, 2021, a subsequent review by the Angleton Drainage District will be required to ensure there are no adverse impacts to adjacent landowners.

Approval of this plat, drainage and detention plan in no way represents that Riverway Properties has complied with any federal, state, county or other law, statute, procedure or requirement of any type beyond the approval of the plat, drainage and detention plan approved, with the stipulations listed, if any, in this letter, by the District.

Sincerely,

David B. Spoor, Chairman
Angleton Drainage District Board of Supervisors



AGENDA ITEM SUMMARY FORM

MEETING DATE: October 26, 2021

PREPARED BY: Walter E. Reeves jr., AICP, Development Services Director

AGENDA CONTENT: Discussion and possible action on the preliminary plat of Live Oak Ranch

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

An application for approval of the preliminary plat of Live Oak Ranch has been submitted and reviewed by staff. The subject property consists of 20 acres in the Single Family Residential 6.3 (SF-6.3) zoning district and located on the east side of Angleton Drive, north of Bastrop Street (Attachment 1). City Engineer comments are provided (Attachment 2) and the Parks and Recreation Director provided the following comments:

"Pursuant to Sec. 23-20. Park Dedication and Recreation Improvements, the City may allow developers to propose usable open space that can be used for recreation with improvements but the City is not required to accept proposed parkland dedication and improvements.

For parkland dedication to be considered for this development, the City would ask minimum park standards be met (see attachment), signed and stamped park improvement plans prepared and designed by a Texas licensed landscape architect be submitted, reviewed, and approved by staff, a minimum of five acres be dedicated (not including detention), and the park location be moved to the front of the property to serve several neighborhoods.

Alternatively, if all requests cannot be met, the City recommends fees in lieu of parkland in the amount of \$575 per lot, or \$37,375, for a 65 lot development."

The developer provided a response to comments on October 1, 2021 (Attachment 3) and indicated that the project would pay the parkland dedication fee-in-lieu (Attachment 4). As of the time of preparation of this agenda summary, the City Engineer had not yet cleared comments. Otherwise, the proposed preliminary plat meets all other City of Angleton requirements.

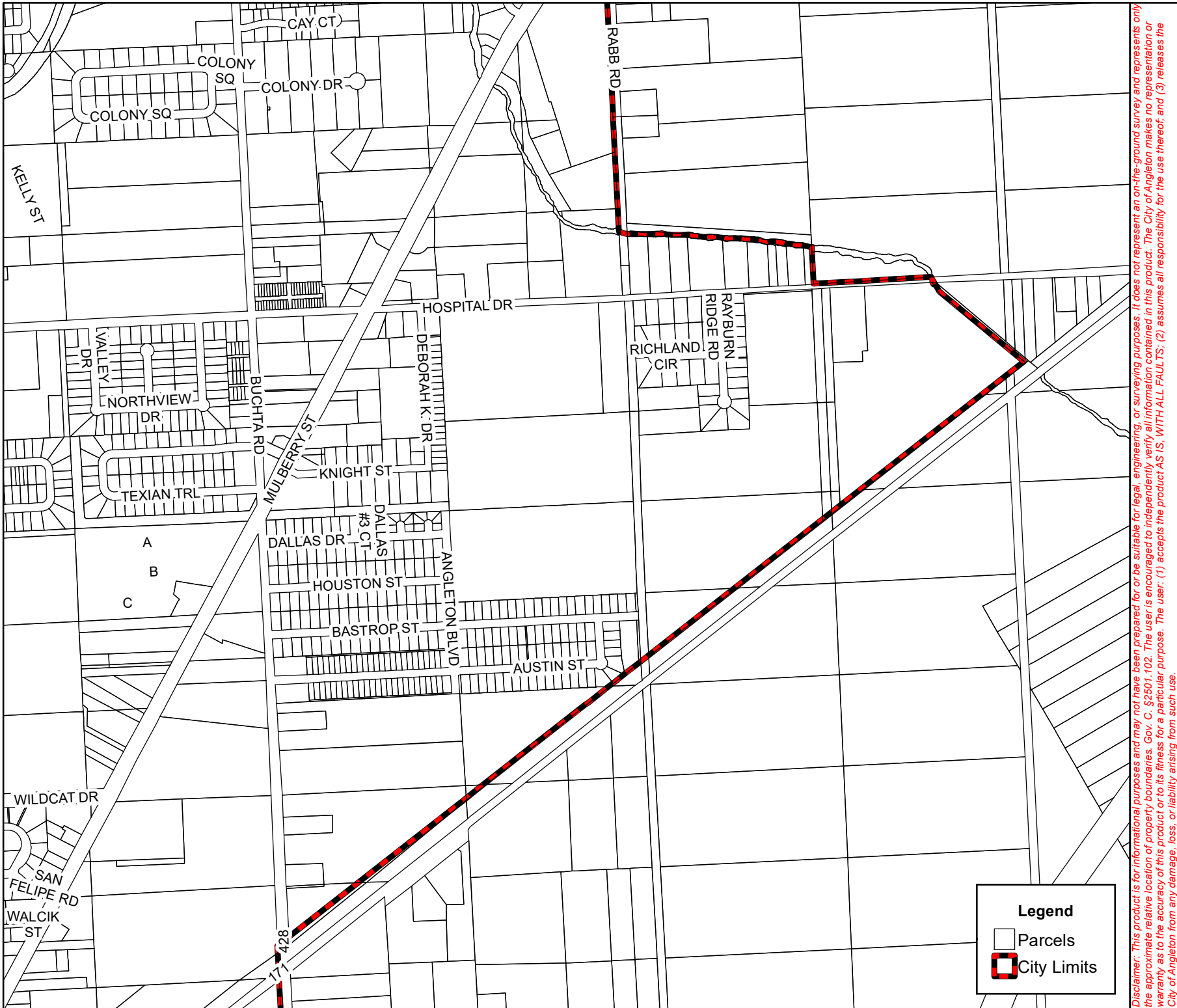
On October 7, 2021, the Planning and Zoning Commission recommended approval of the proposed preliminary plat of Live Oak Ranch by a vote of 6 in-favor/1 opposed/0 abstain subject to the condition that all comments are cleared prior to the October 26, 2021 City Council meeting.

RECOMMENDATION:

Staff recommends approval of the proposed preliminary plat of Live Oak Ranch subject to the condition that all comments are cleared prior to the October 26, 2021 City Council meeting.

SUGGESTED MOTION:

I move we approve the proposed preliminary plat of Live Oak Ranch.



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The City of Angleton makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user: (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof; and (3) releases the City of Angleton from any damage, loss, or liability arising from such use.

Operated by:
 City of Angleton
 121 S. Velasco St.
 Angleton, TX 77515
 979-849-4364

City of Angleton GIS Mapping

Legend

- Parcels
- City Limits

1" = 899'



September 27, 2021

Mr. Walter Reeves
Director of Development Services
City of Angleton
121 S. Velasco
Angleton, TX 77515

Re: On-Going Services
Preliminary Plat and Plan Review of Live Oak Ranch Subdivision – 1st Submittal Review
Angleton, Texas
HDR Job No. 10283980 (2021)

Dear Mr. Reeves:

HDR Engineering, Inc. (HDR) has reviewed the plat and plans for the above referenced property and offers the following comments:

Preliminary Plat Review:

1. Update the plat heading description to update the abstract survey reference to match the description (I.T. Tinsley) found in the property deed (Doc. #2004020687) and to include the additional description of the property under Vol. 29, Pg. 75 of the Brazoria County, Texas Deed Records.
2. Verify ownership with Karl Vaught as noted in the Property Deed (Doc. # 2004020687).
3. Proposed subdivision to be three (3) blocks with the third block taking place form the Reserve “A”.
4. Provide a table for the proposed reserve(s) on the plat and include acreage and use.
5. Per Angleton LDC Sec. 23-19c, in all instances where reserve tracts are designated, the plat shall include a general note stating that it shall be responsibility of the developer, or a Property Owner Association, to maintain the reserve tract.
6. Verify private utility requirements for easements. Backlot and side lot easements may be required for Texas New Mexico Power (TNMP).
7. Notate and dimension the radius of the proposed cul-de-sac sections shown on the plat.
8. Provide the point of beginning on the plat and one corner referencing a survey (abstract) corner per Angleton LDC Sec. 23-117.
9. Remove additional language (indicated on the review plat drawing) in the engineer’s certification block of the plat.
10. Include plat certificated for drainage and detention easements found in Angleton LDC Sec. 23-115, I.

The proposed plat is incomplete. We are unable to complete the review until the recommended corrections/changes are made and the additional information requested is submitted. HDR recommends that the Live Oak Ranch Subdivision plat and plans be Revised and Resubmitted.

If you have any questions, please feel free to contact us at our office (713)-622-9264.

Sincerely,

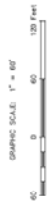
HDR Engineering, Inc.



Javier Vasquez, P.E., CFM
Project Engineer

cc: Files (10283980 (2021))

Attachments



LOT 135

CALLED A.S.P. ACES
DOC. NO. 200807945, O.P.A.C. N.
U.L. INDEX SURVEY SUBDIVISION
VOL. 99, PG. 28, B.C.P.R.
LOT 134

COUNTY ROAD
VOL. 118, PG. 75, B.C.P.R.
AND ALL OTHER RECORDED BLVD., 11, PG. 48, B.C.P.R. COUNTY EASE.

LOT 137

This is referred to as I.T.
Trinity Survey

LIVE OAK RANCH

PRELIMINARY PLAN
A SUBDIVISION OF 200 AC. (871.22) SQ. FT.
SITuated IN THE GRACE INSURE SURVEY, T&S PACT NO. 375,
BEING ALL OF LOT 136 THROUGH THE BLOCK & ALL OF LOT 137 THROUGH 300' BLOCK 7,
AND ALL OF LOT 138 RECORDED BLVD., 11, PG. 48, B.C.P.R. COUNTY EASES.
CITY OF ANGLETON, CITY DIME,
BRADSHAW COUNTY, TEXAS.

Upgrade done on
resubmittal
2 BLOCKS 1 RESERVE 48 LOTS
AUGUST 2021

Owners
PHILIP D. SHERBOOK
and Individual
1300 Campbell Street
Los Johnson, TX 77544
(409) 417-1121



Prepared By
BEACON
LAND SURVEYING
DANIEL W. BEACON, L.S.
DANIEL W. BEACON, L.S.
1752134-0289

Item 10.

PROJECT NO. 6403

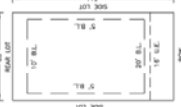
Verify if a drainage
easement exists along the
existing ditch running
north

Verify private utility
requirements for easements.
Requirements for easements
may be required
for Texas New Mexico Power
(TNMP).

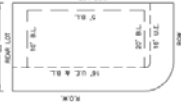
Boundary lines and bearings sufficient
to locate the exact area of the plat,
with at least one
bearing and a survey
bearing corner.

Note radius on the plan

Verify ownership with Mart
Vaughn as noted in deed
(doc. # 200403087)



TYPICAL INTERIOR LOT



TYPICAL SIDE LOT

LOT AREA TABLES

BLOCK	LOT	AREA	AC.
1	1	1.100	0.1000
1	2	1.100	0.1000
1	3	1.100	0.1000
1	4	1.100	0.1000
1	5	1.100	0.1000
1	6	1.100	0.1000
1	7	1.100	0.1000
1	8	1.100	0.1000
1	9	1.100	0.1000
1	10	1.100	0.1000
1	11	1.100	0.1000
1	12	1.100	0.1000
1	13	1.100	0.1000
1	14	1.100	0.1000
1	15	1.100	0.1000
1	16	1.100	0.1000
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1	18	1.100	0.1000
1	19	1.100	0.1000
1	20	1.100	0.1000
1	21	1.100	0.1000
1	22	1.100	0.1000
1	23	1.100	0.1000
1	24	1.100	0.1000
1	25	1.100	0.1000
1	26	1.100	0.1000
1	27	1.100	0.1000
1	28	1.100	0.1000
1	29	1.100	0.1000
1	30	1.100	0.1000
1	31	1.100	0.1000
1	32	1.100	0.1000
1	33	1.100	0.1000
1	34	1.100	0.1000
1	35	1.100	0.1000
1	36	1.100	0.1000
1	37	1.100	0.1000
1	38	1.100	0.1000
1	39	1.100	0.1000
1	40	1.100	0.1000
1	41	1.100	0.1000
1	42	1.100	0.1000
1	43	1.100	0.1000
1	44	1.100	0.1000
1	45	1.100	0.1000
1	46	1.100	0.1000
1	47	1.100	0.1000
1	48	1.100	0.1000
1	49	1.100	0.1000
1	50	1.100	0.1000
1	51	1.100	0.1000
1	52	1.100	0.1000
1	53	1.100	0.1000
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1	69	1.100	0.1000
1	70	1.100	0.1000
1	71	1.100	0.1000
1	72	1.100	0.1000
1	73	1.100	0.1000
1	74	1.100	0.1000
1	75	1.100	0.1000
1	76	1.100	0.1000
1	77	1.100	0.1000
1	78	1.100	0.1000
1	79	1.100	0.1000
1	80	1.100	0.1000
1	81	1.100	0.1000
1	82	1.100	0.1000
1	83	1.100	0.1000
1	84	1.100	0.1000
1	85	1.100	0.1000
1	86	1.100	0.1000
1	87	1.100	0.1000
1	88	1.100	0.1000
1	89	1.100	0.1000
1	90	1.100	0.1000
1	91	1.100	0.1000
1	92	1.100	0.1000
1	93	1.100	0.1000
1	94	1.100	0.1000
1	95	1.100	0.1000
1	96	1.100	0.1000
1	97	1.100	0.1000
1	98	1.100	0.1000
1	99	1.100	0.1000
1	100	1.100	0.1000

LOT AREA TABLES

BLOCK	LOT	AREA	AC.
1	1	1.100	0.1000
1	2	1.100	0.1000
1	3	1.100	0.1000
1	4	1.100	0.1000
1	5	1.100	0.1000
1	6	1.100	0.1000
1	7	1.100	0.1000
1	8	1.100	0.1000
1	9	1.100	0.1000
1	10	1.100	0.1000
1	11	1.100	0.1000
1	12	1.100	0.1000
1	13	1.100	0.1000
1	14	1.100	0.1000
1	15	1.100	0.1000
1	16	1.100	0.1000
1	17	1.100	0.1000
1	18	1.100	0.1000
1	19	1.100	0.1000
1	20	1.100	0.1000
1	21	1.100	0.1000
1	22	1.100	0.1000
1	23	1.100	0.1000
1	24	1.100	0.1000
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LOT AREA TABLES

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5301 Katy Freeway
Suite 100
Houston, TX 77007
Phone: 713.936.0280
beaconland.net

DATE: October 1, 2021
FROM: Andrew Allemand, Project Manager
TO: City of San Antonio Plat Review Team
RE: Response Letter for Preliminary Plat – Live Oak Ranch (HDR Job No. 10283980)

Please note the following applicant responses from the HDR memo dated 27-SEP-2021:

1. *Update the plat heading description to update the abstract survey reference to match the description (I.T. Tinsley) found in the property deed (Doc. #2004020687) and to include the additional description of the property under Vol. 29, Pg. 75 of the Brazoria County, Texas Deed Records.*

The listed modifications have been made to the title block.

2. *Verify ownership with Karl Vaught as noted in the Property Deed (Doc. # 2004020687).*

Karl Vaught has been added as an owner on the plat.

3. *Proposed subdivision to be three (3) blocks with the third block taking place form the Reserve "A".*

The required modifications to the block scheme have been made on the plat drawing.

4. *Provide a table for the proposed reserve(s) on the plat and include acreage and use.*

A reserve table has been added to sheet 2.

5. *Per Angleton LDC Sec. 23-19c, in all instances where reserve tracts are designated, the plat shall include a general note stating that it shall be responsibility of the developer, or a Property Owner Association, to maintain the reserve tract.*

The required note has been added to the plat (#15).

6. *Verify private utility requirements for easements. Backlot and side lot easements may be required for Texas New Mexico Power (TNMP).*

Required rear and side lot line easements have been added per TNMP requirements. Front yard utility easements have been reduced from 16 feet to 10 feet as water and sanitary sewer utilities will be situated in the right-of-way.

7. *Notate and dimension the radius of the proposed cul-de-sac sections shown on the plat.*

The radius for the proposed cul-de-sac sections is now shown on the plat.

8. *Provide the point of beginning on the plat and one corner referencing a survey (abstract) corner per Angleton LDC Sec. 23-117.*

The P.O.B. is shown at the northwest corner and the abbreviation "P.O.B." has been added to general note 1.

9. *Remove additional language (indicated on the review plat drawing) in the engineer's certification block of the plat.*

The additional language has been removed.

10. *Include plat certificated for drainage and detention easements found in Angleton LDC Sec. 23- 115, I.*

The required dedication language has been added on sheet 1.

If there are any questions or concerns with the resubmittal information, please contact me via email at allemmand@beaconland.net or on my direct office line at (346) 701-5706.

Thanks!

Andrew Allemmand
Project Manager

Walter Reeves

From: Andrew Allemand <aallemand@beaconland.net>
Sent: Friday, October 1, 2021 5:37 PM
To: Walter Reeves
Cc: Chris Whittaker; Frances Aguilar; Vasquez, Javier; Jeff Sifford; Peterson, John; Kyle Reynolds; Lindsay Koskiniemi; Martha Eighme; Megan Mainer; Sarah Jayasinghe; Scott Myers
Subject: [EXTERNAL] RE: Live Oak Ranch Preliminary Plat Comments
Attachments: 5403 - Live Oak Ranch - Preliminary V1 10.01.21 EMAIL_AC2004.dwg; 5403 - Live Oak Ranch - Preliminary V2 10.01.21 SH2.pdf; 5403 - Live Oak Ranch - Preliminary V2 10.01.21 SH1.pdf; Resub Memo - 5403 - Live Oak Ranch Prelim - 20211001.pdf

Hello Walter,

I've attached a resubmittal memo and the associated files to hopefully keep us on the upcoming Planning Commission agenda. The only item that we haven't addressed yet are confirming the ADD easements to the north, which we should have done on Monday. Otherwise, everything on-site is good to go.

Regarding the parks fees, we'll be paying fees in lieu of dedication.

Thanks and have a great weekend!

Andrew Allemand
 Beacon Land Services
 Direct: (346) 701-5706
 Mobile: (281) 975-9065
aallemand@beaconland.net

From: Walter Reeves <wreeves@angleton.tx.us>
Sent: Thursday, September 30, 2021 7:47 AM
To: Andrew Allemand <aallemand@beaconland.net>
Cc: Chris Whittaker <cwhittaker@angleton.tx.us>; Frances Aguilar <faguilar@angleton.tx.us>; Vasquez, Javier <javier.vasquez@hdrinc.com>; Jeff Sifford <jsifford@angleton.tx.us>; Peterson, John <john.peterson@hdrinc.com>; Kyle Reynolds <kreynolds@angleton.tx.us>; Lindsay Koskiniemi <lkoskiniemi@angleton.tx.us>; Martha Eighme <meighme@angleton.tx.us>; Megan Mainer <mmainer@angleton.tx.us>; Sarah Jayasinghe <Sarah.Jayasinghe@tnmp.com>; Scott Myers <smyers@angleton.tx.us>
Subject: Live Oak Ranch Preliminary Plat Comments

Attached are comments from the City Engineer on the Live Oak Ranch preliminary plat. The Parks and Recreation Director had the following comments and the park standards are also attached:

"Pursuant to Sec. 23-20. Park Dedication and Recreation Improvements, the City may allow developers to propose usable open space that can be used for recreation with improvements but the City is not required to accept proposed parkland dedication and improvements.

For parkland dedication to be considered for this development, the City would ask minimum park standards be met (see attachment), signed and stamped park improvement plans prepared and designed by a Texas licensed landscape architect be submitted, reviewed, and approved by staff, a minimum of five acres be dedicated (not including detention), and the park location be moved to the front of the property to serve several neighborhoods.



AGENDA ITEM SUMMARY FORM

MEETING DATE: October 26, 2021

PREPARED BY: Walter E. Reeves Jr., AICP, Development Services Director

AGENDA CONTENT: Presentation, discussion and possible comment on a proposed development consisting of approximately 900 acres north of the City between SH 288 and FM 521 that is partially within the City's Extraterritorial Jurisdiction.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None **FUNDS REQUESTED:** None

FUND: None

EXECUTIVE SUMMARY:

Section 28-26 provides a process whereby developers can present projects to the Planning and Zoning Commission and City Council and receive actionable comments from both bodies. The Ventana Project consists of approximately 900 acres north of the City between FM 521 and SH 288. The project is partially within the City's Extraterritorial Jurisdiction. As currently envisioned, the project will be a mix of uses, but is primarily single-family residential development. Approximately 2,000 lots of "traditional" residential development is envisioned on 438 acres, with 51% of the lots being 60 ft. wide and 49% of the lots being 50 feet wide. Another 67 acres are envisioned with 650 "specialty" residential units.

On October 7, 2021, the Planning and Zoning Commission advised the developer to provide some lots larger than 60 ft. in width.

RECOMMENDATION:

Staff recommends that the City Council provide comment.

911 Acre Master-Planned Community

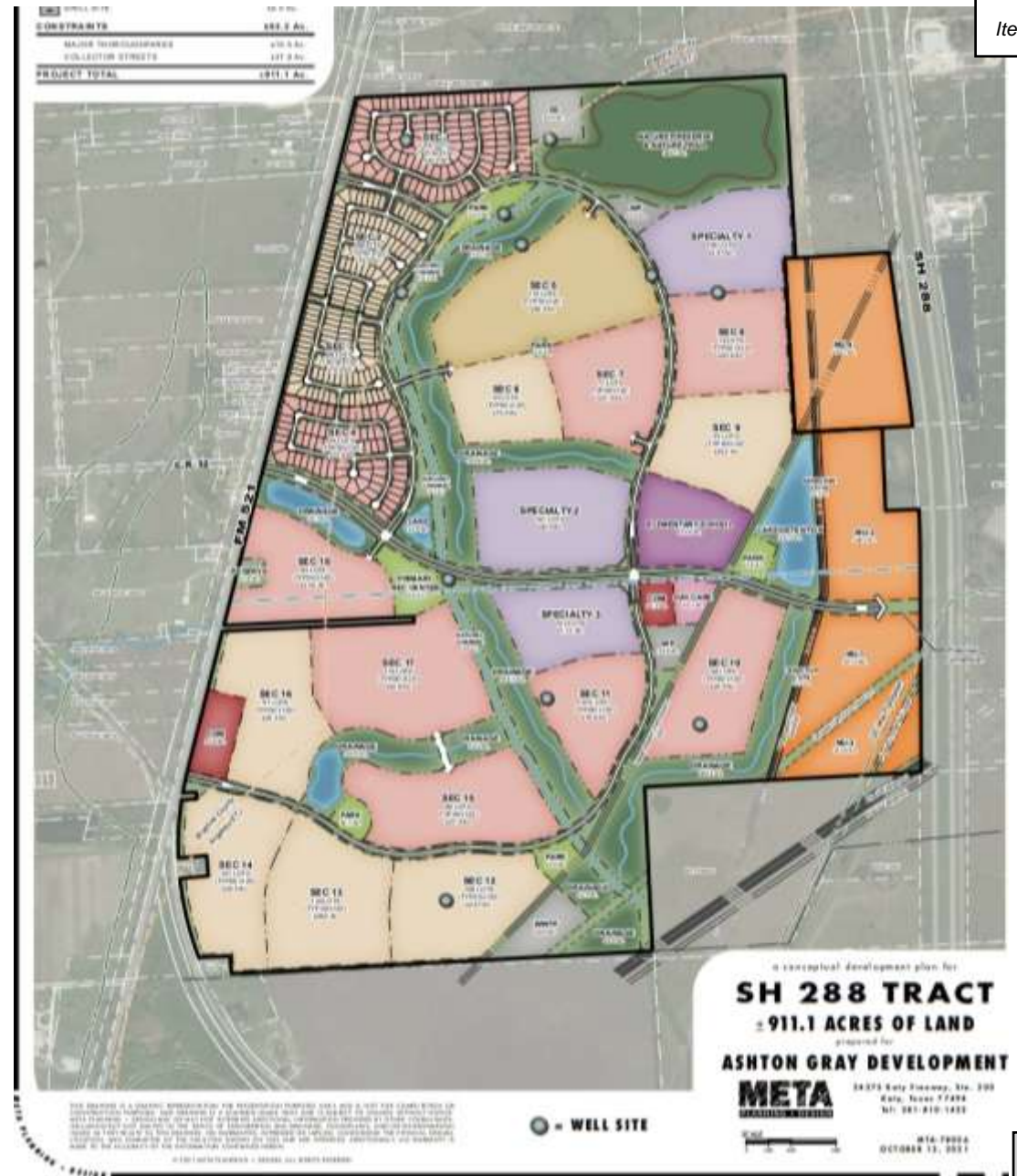
Angleton Texas

Ashton Gray Development



Land Information

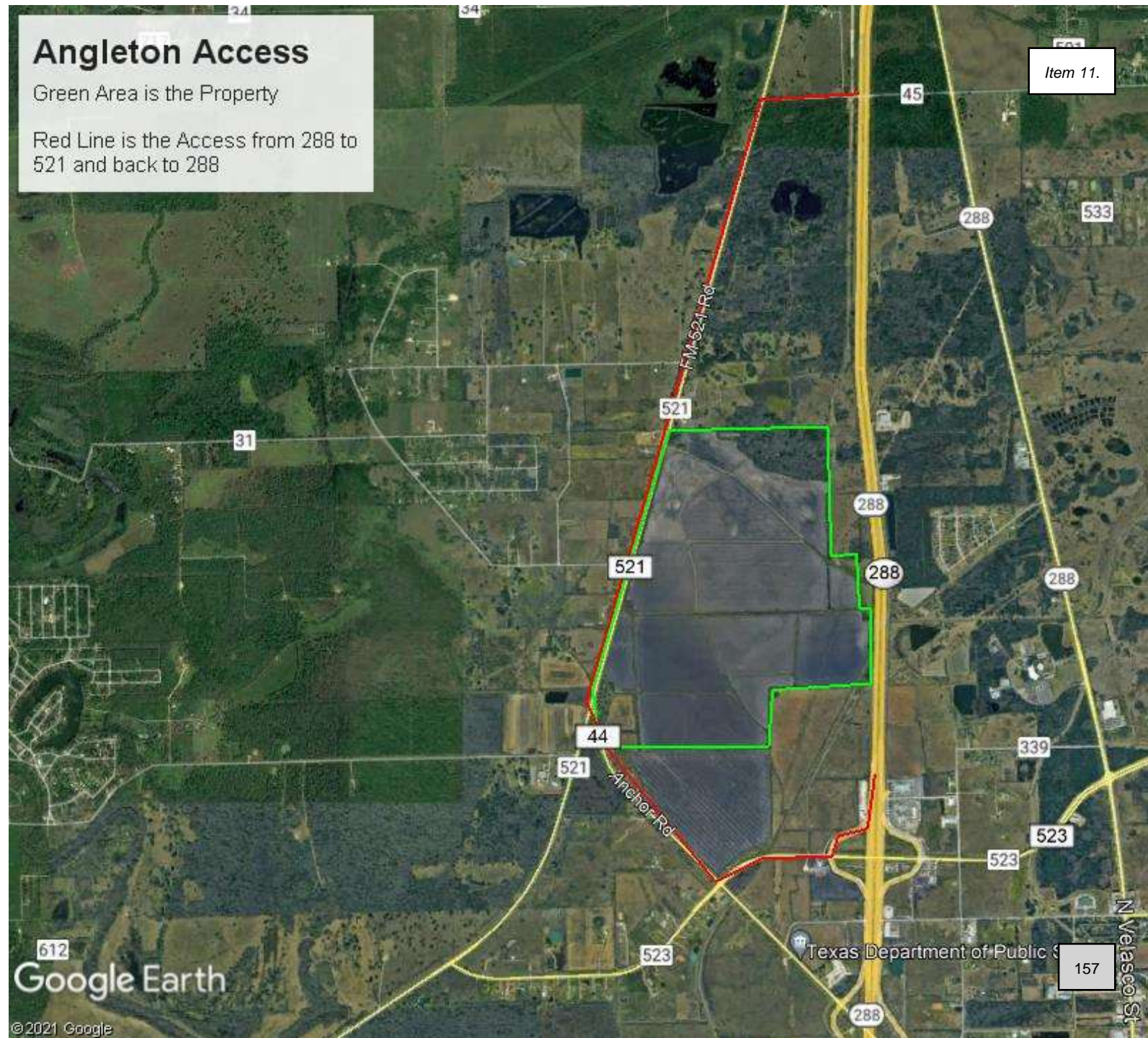
- 911 Acres
- 2091 lots
- 50's, 60's & 70's
- Commercial and Multi-use
- Specialty Pods for Active Adult or Other Products
- Partially in Brazoria County and Mainly in the Angleton ETJ



Item 11.

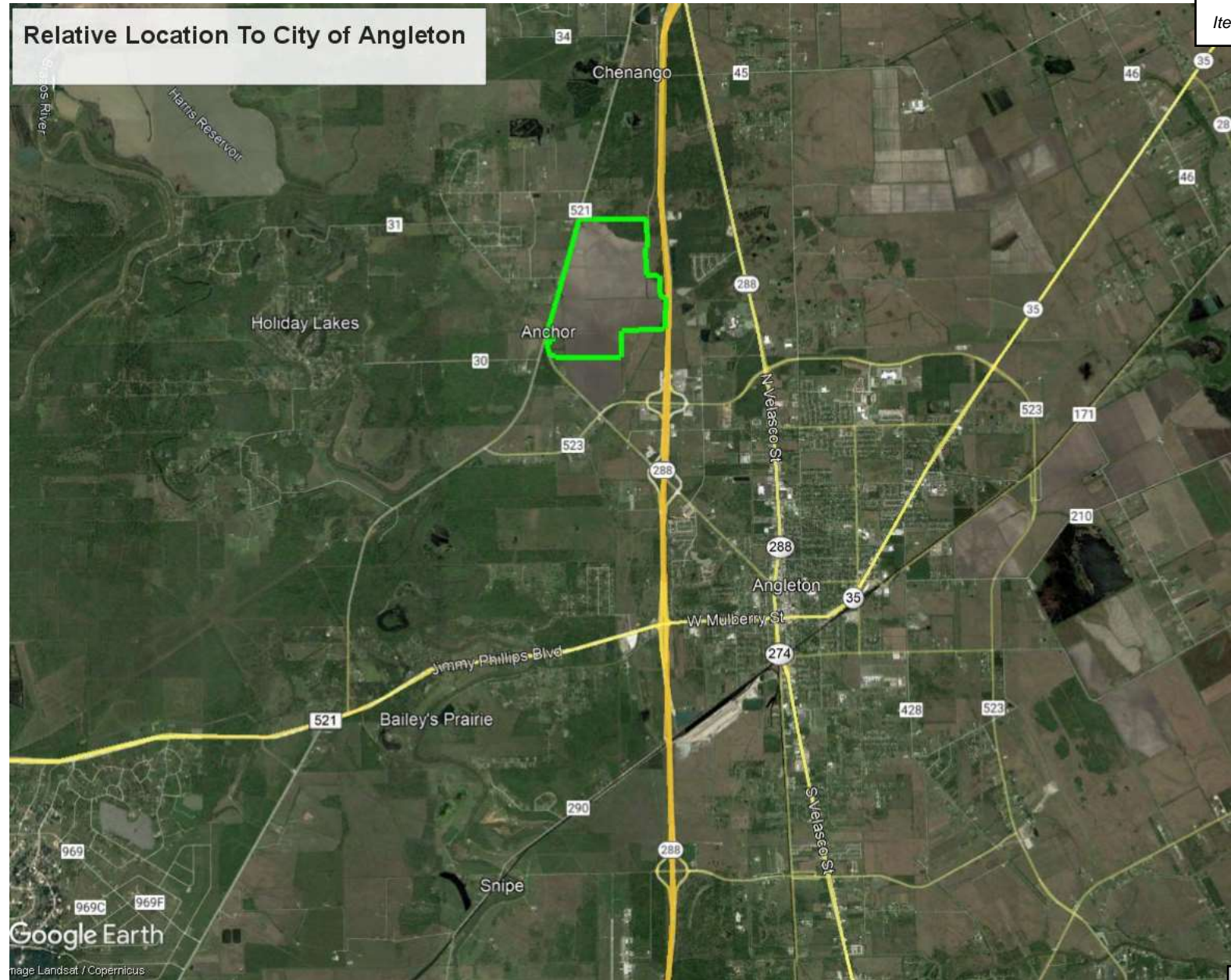
Angleton

- Main Access from Hwy 521
- Potential Access from Hwy 288
- Would not require Utility Service from the city
- ETJ MUD
- Potential School Site



Location

- First Angleton Exit
- First Master-Planned Community of Angleton
- Great Access to City Locations
- Great for a commute to Houston or High Paying Jobs to the South



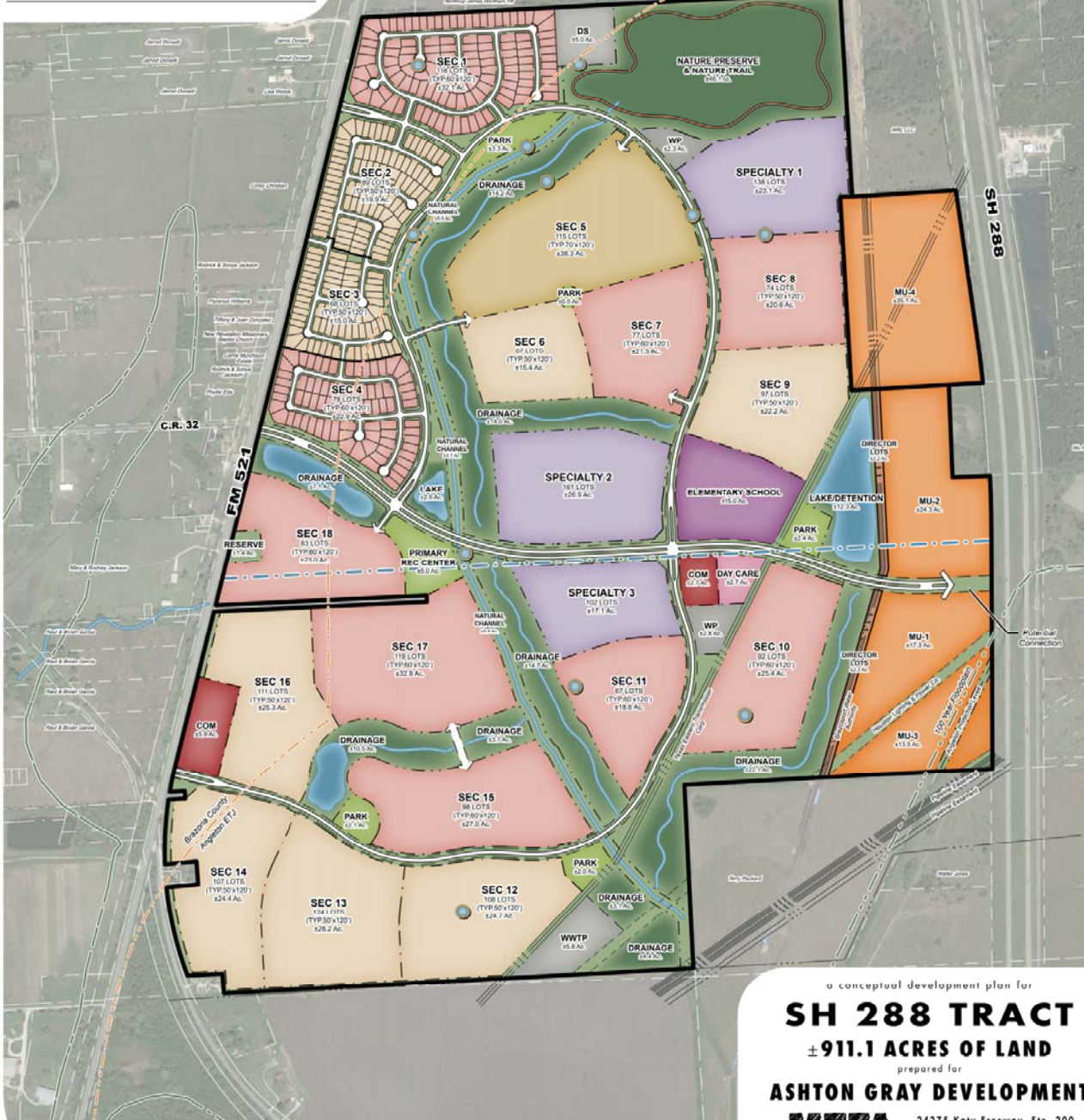
Angleton Ashton Gray Development

- Angleton’s First Master-Planned Community
- Parks and Trails open to the Public
- Providing a Safe and Fun Community for People want to live in the Great City of Angleton



LAND USE ANALYSIS

TRADITIONAL RESIDENTIAL		±437.4 Ac.
SP	SINGLE FAMILY - TYP. 50'x120'	±771 LOTS 46% ±175.1 Ac.
SP	SINGLE FAMILY - TYP. 60'x120'	±904 LOTS 47% ±224.0 Ac.
SP	SINGLE FAMILY - TYP. 70'x120'	±115 LOTS 7% ±38.3 Ac.
TOTAL		±1,690 LOTS
SPECIALTY RESIDENTIAL		±67.1 Ac.
SP	R1 - SPECIALTY - TYP. VARIES	±401 LOTS ±67.1 Ac.
TOTALS		2,091 LOTS
NON-RESIDENTIAL		±121.0 Ac.
COM	COMMERCIAL	±8.6 Ac.
MU	MIXED-USE	±90.2 Ac.
ES	ELEMENTARY SCHOOL	±15.0 Ac.
DC	DAY CARE	±2.7 Ac.
DL	DIRECTOR LOTS	±4.5 Ac.
PARKS / RECREATION / OPEN SPACE		±206.0 Ac.
PARK	REC. CENTER & PARKS	±15.3 Ac.
DR	DRAINAGE / DETENTION / CHANNEL	±129.3 Ac.
LS	LANDSCAPE / OPEN SPACE	±15.3 Ac.
PA	PRESERVATION AREA	±46.1 Ac.
UTILITIES & EASEMENTS		±26.3 Ac.
PE	PIPELINE EASEMENTS	±10.4 Ac.
WP	WATER PLANT	±5.1 Ac.
WWTP	WASTEWATER TREATMENT PLANT	±5.8 Ac.
DS	DRILL SITE	±5.0 Ac.
CONSTRAINTS		±53.3 Ac.
MAJOR THOROUGHFARES		±15.5 Ac.
COLLECTOR STREETS		±37.8 Ac.
PROJECT TOTAL		±911.1 Ac.



a conceptual development plan for
SH 288 TRACT
 ±911.1 ACRES OF LAND
 prepared for
ASHTON GRAY DEVELOPMENT



24275 Katy Freeway, Ste. 200
 Katy, Texas 77494
 Tel: 281-810-1422



MTA-78006
 OCTOBER 13, 2021

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

● = WELL SITE

City Council action is consideration of the Cost Determination Resolution containing the SAP and Proposed Assessment Roll, and consideration of the Resolution to call the public hearing on the SAP and Proposed Assessment Roll.

If approved, the public hearing will take place on November 9, 2021, for consideration and approval of the SAP and Proposed Assessment Roll, and also at that time additional consideration by City Council of the Reimbursement Agreement. The Reimbursement Agreement sets forth the terms for both deposit and reimbursement of assessment revenue from the collection of assessments levied against the assessed property.

RECOMMENDATION:

Staff recommends approval.

RESOLUTION NO. 20211026-012

A RESOLUTION BY THE CITY OF ANGLETON, TEXAS, DETERMINING COSTS OF THE PROPOSED PUBLIC IMPROVEMENTS IN THE GREYSTONE PUBLIC IMPROVEMENT DISTRICT, APPROVING A PROPOSED ASSESSMENT ROLL, AND MAKING RELATED FINDINGS AND DETERMINATIONS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City of Angleton, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "Act"), to create a public improvement district;

WHEREAS, Annette R. Collard, Property Owner filed on February 10, 2020, with the City Secretary of the City, a petition (the "Petition") requesting the establishment of a public improvement district;

WHEREAS, after providing all notices required by the Act and the Texas Government Code Chapter 551, the City Council on June 9, 2020 conducted a public hearing to consider comments for and against the creation of the District and the advisability of the proposed public improvements and, after closing the public hearing, passed and approved Resolution No. 202000609-08 on June 9, 2020 (the "PID Creation Resolution") authorizing creation of the Greystone Public Improvement District ("District");

WHEREAS, in accordance with Section 372.010 of the Act, notice of the resolution creating the District was published in The Brazoria County Facts on June 9, 2020;

WHEREAS, the City has reviewed the Preliminary Service and Assessment Plan attached to this Resolution as "Exhibit A" and the Proposed Assessment Roll attached as "Exhibit F" to such Preliminary Service and Assessment Plan;

WHEREAS, in accordance with Section 372.016 of the Act, the City Council desires to make certain determinations and findings with regard to the total cost of the "Authorized Improvements" set forth in the Preliminary Service and Assessment Plan attached to this Resolution as "Exhibit A";

WHEREAS, in accordance with Section 372.016 of the Act, the City Council also desires to approve the Proposed Assessment Roll, which is included as "Exhibit F" to the Preliminary Service and Assessment Plan attached to this Resolution as "Exhibit A," cause the Proposed Assessment Roll to be filed with the City Secretary, and to direct the City Secretary to make the Proposed Assessment Roll available for public inspection and publish notice of the City Council's intention to consider the proposed assessments at a public hearing, all in accordance with the requirements of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, THAT:

SECTION 1. The findings set forth in the recitals of this Resolution are found to be true and correct and are incorporated into this Resolution for all purposes by this reference.

SECTION 2. The City Council hereby finds, declares, and directs:

Determination of Cost. The cost determinations for the proposed Authorized Improvements set forth in the Preliminary Service and Assessment Plan attached to this Resolution as “Exhibit A” are hereby approved.

Proposed Assessment Roll. The Proposed Assessment Roll included in the Preliminary Service and Assessment Plan attached to this Resolution as “Exhibit A,” stating the assessment against each parcel of assessable land in the District as determined by the method of assessment set forth in said Preliminary Service and Assessment Plan is hereby approved, and the City Council declares that the Proposed Assessment Roll is hereby filed with the City Secretary. The City Council hereby directs the City Secretary to make the Proposed Assessment Roll available for public inspection and publish notice of the City Council’s intention to consider the proposed assessments at a public hearing, all in accordance with the requirements of the Act.

SECTION 3. City Council hereby authorizes and directs City Secretary to take the actions described in Section 2 of this Resolution and authorizes and directs staff to prepare the required resolutions, ordinances, agreements, service and assessment plan, assessment roll and other documents necessary for the City Council to effectuate the PID Creation Resolution and this Resolution.

SECTION 4. The City Council hereby declares that written notice of the date, hour, and place of the meeting at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times when this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION 5. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED THIS THE 26TH DAY OF OCTOBER 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

EXHIBIT A

Preliminary Service and Assessment Plan – including the Proposed Assessment Roll

Greystone Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN

OCTOBER 26TH, 2021



AUSTIN, TX | NORTH RICHLAND HILLS, TX

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INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” or an “Appendix” shall be a reference to a Section of this Service and Assessment Plan, or an Exhibit or an Appendix attached to and made a part of this Service and Assessment Plan for all purposes.

On June 9, 2020, the City passed and approved Resolution No. 20200609-008 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 38.53 acres located within the corporate limits of the City, as described by metes and bounds on **Exhibit B** and depicted on **Exhibit A**.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel of Assessed Property within the District determined by the method chosen by the City. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by the Authorized Improvements. The Assessment Roll is included as **Exhibit F**.

SECTION I: DEFINITIONS

“Actual Costs” mean with respect to Authorized Improvements, the Owner’s demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvements, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the total amount of Authorized Improvements as set forth in this Service and Assessment Plan. Actual Costs may include: (1) the costs incurred by or on behalf of the Owner (either directly or through affiliates) for the design, planning, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) construction management fees equal to 4% of costs; (4) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; (6) all related permitting and public approval expenses, architectural, engineering, and consulting fees, and governmental fees and charges.

“Administrator” means an employee or designee of the City who shall have the responsibilities provided in this Service and Assessment Plan, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the PID Act; and (8) administering the construction of the Authorized Improvements. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means, with respect to each Parcel, the annual installment payment of an Assessment as calculated by the Administrator, approved by the City Council, and shown on an Assessment Roll, and includes: (1) principal; (2) interest; and (3) Annual Collection Costs.

“Annual Service Plan Update” means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment levied against a Parcel within the District and imposed pursuant to the PID Act, the Assessment Ordinance, and the provisions of this Service and Assessment Plan, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. The Assessment for a Parcel consists of the principal portion of the Annual Installments to be collected in all years.

“Assessment Ordinance” means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Initial Parcel as shown on an Assessment Roll.

“Assessment Plan” means the methodology employed to determine the Assessments for the Actual Costs of the Authorized Improvements against Assessed Property based on the special benefits conferred on such Assessed Property by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means any assessment roll for Assessed Property, including the Assessment Roll attached as **Exhibit F**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates in connection with any Annual Service Plan Update.

“Authorized Improvements” means those public improvements authorized by Section 372.003 of the PID Act and described in **Section III** which are constructed for the special benefit of the property within the District, and which estimated costs are shown on **Exhibit C**.

“City” means the City of Angleton, Texas.

“City Council” means the governing body of the City.

“County” means Brazoria County, Texas.

“Delinquent Collection Costs” mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan including penalties and reasonable attorney’s fees actually paid but excluding amounts representing interest and penalty interest.

“District” means the Greystone Public Improvement District containing approximately 38.53 acres located within the corporate limits of the City, which is legally described by metes and bounds on **Exhibit B** and depicted on **Exhibit A**.

“District Formation Costs” means the costs and expenses directly associated with forming the District, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, City costs, first year Annual Collection Costs, and any other cost or expense directly associated with the establishment of the District.

“Engineer’s Report” means a report provided by a licensed professional engineer that identifies the Authorized Improvements, including their costs, location, and benefit.

“Initial Parcel” means the approximately 38.53 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit B** and depicted on **Exhibit A**.

“Lot” means for any portion of the District for which a final subdivision plat has been recorded in the official public records of the County, a tract of land described by “lot” in such final and recorded subdivision plat.

“Maximum Assessment” means, for each Residential Lot, as shown in **Exhibit H** attached hereto, which amount shall be reduced annually based on the principal paid as part of the Annual Installment.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefitted Property at the time the Assessments are (1) imposed, or (2) reallocated pursuant to a subdivision of a Parcel that is not assessed.

“Notice of Assessment Termination” means a recorded document evidencing the termination of an Assessment, a form of which is attached as **Exhibit J**.

“Owner” means Greystone Angleton, LLC., a Texas limited liability company, including its successors and assigns.

“Parcel” or **“Parcels”** means a specific property within the District identified by any of the following: (i) by a tax map identification number assigned by the Brazoria County Appraisal District for real property tax purposes, (ii) by metes and bounds description, (iii) by lot and block number in a final subdivision plat recorded in the official public records of the County, or (iv) by any other means determined by the City.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

“Prepayment Costs” means interest, Delinquent Collection Costs and Annual Collection Costs to the date of Prepayment.

“Reimbursement Agreement” means that certain “PID Reimbursement Agreement – Greystone Public Improvement District,” effective November 9, 2021 by and between the City and the Owner, in which the Owner agrees to construct the Authorized Improvements and to fund certain Actual Costs of the Authorized Improvements, and the City agrees to reimburse the Owner for Actual Costs of the Authorized Improvements paid solely from the revenue collected by the City from Assessments, including Annual Installments.

“Reimbursement Obligation” means an amount not to exceed the principal amount secured by the Assessments to be paid to the Owner pursuant to the Reimbursement Agreement, as shown on **Exhibit G**. The Annual Installments for the Reimbursement Obligation are also shown on **Exhibit G**.

“Residential Lot” means a Lot in the District which is anticipated to contain a single-family home.

“Service and Assessment Plan” means this Greystone Public Improvement District Service and Assessment Plan as updated, amended or supplemented from time to time.

“Service Plan” means the plan that defines the annual indebtedness and projected costs of the Authorized Improvements, and covers a period of at least five years, more specifically described in **Section IV**.

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SECTION II: THE DISTRICT

The District includes approximately 38.53 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit B** and depicted on **Exhibit A**. Development of the District is anticipated to include 111 Residential Lots.

SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Owner and its engineer and reviewed by City staff and by third-party consultants retained by the City, has determined that the costs described below are costs of Authorized Improvements, as defined by the PID Act, that confer a special benefit on the Assessed Property. All Authorized Improvements will be designed and constructed in accordance with City standards and will be owned and operated by the City. The budget for the Authorized Improvements is shown on **Exhibit C**.

A. Authorized Improvements

- *Roadway*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, intersections, signage and striping, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within the District.

- *Water*

Improvements including trench excavation and embedment, trench safety, plastic/metal piping, service connections, water mains, valves, fire hydrants, testing, earthwork, excavation, erosion control, and all necessary appurtenances required to provide water service. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within the District.

- *Storm Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, manholes, concrete flumes, rock rip rap, detention ponds, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances to provide storm drainage for all Lots within the District.

- *Soft Costs*

Costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, inspection fees, engineering, testing, material testing, survey, construction management, contingency, and District Formation Costs.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

Exhibit E summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

The PID Act requires the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and

governmental powers and is conclusive and binding on the Owner, as the owner of Assessed Property within the District, and all future owners and developers of Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by City staff and by third-party consultants retained by the City, has determined that the Actual Costs of the Authorized Improvements shall be allocated entirely to the Initial Parcel. Upon subdivision of the Initial Parcel, the cost of the Authorized Improvements shall be reallocated further as described in **Section VI**.

B. Assessments

Assessments will be levied on the Initial Parcel in the amount shown on the Assessment Roll, attached hereto as **Exhibit F**. The projected Annual Installments for the District are shown on **Exhibit G**. Upon subdivision of the Initial Parcel by the recording of a final plat in the official public records of the County, Assessments will be reallocated pursuant to **Section VI**.

The projected Assessment and Annual Installment shown on **Exhibit G** are preliminary and are subject to change based on the land uses contained within the final plat, but in no case will the Assessment for any Residential Lot exceed the Maximum Assessment.

Under the Reimbursement Agreement, Assessments, including Annual Installments, may only be used to pay the Actual Costs of the Authorized Improvements based on the special benefit conferred on the Assessed Property by the Authorized Improvements. Revenue generated from the levy of an Assessment, including the collection of Annual Installment, from a Parcel of Assessed Property may not be applied against the obligation of an Assessment, levied against another Parcel of Assessed Property, including an Annual Installment.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by City, has found and determined:

- The estimated total cost of the Authorized Improvements equal \$2,256,695.65 as shown on **Exhibit C**.
- The Assessed Property receives special benefit from the Authorized Improvements equal to or greater than the Actual Cost of the Authorized Improvements.

- The Initial Parcel is allocated 100% of the Assessments, which equal \$1,842,530.00, levied for the Authorized Improvements, as shown on the Assessment Roll attached hereto as **Exhibit F**.
- The special benefit (\geq \$2,256,695.66) received by the Initial Parcel from the Authorized Improvements is equal to or greater than the amount of the Assessments (\$1,842,530.00) levied on the Initial Parcel for payment of the Actual Costs of the Authorized Improvements.
- At the time the City Council adopted the Assessment Ordinance and approved the Service and Assessment Plan, the Owner owned 100% of the Initial Parcel. The Owner, as the owner of 100% of the Initial Parcel, acknowledged that the Authorized Improvements confer a special benefit on the Initial Parcel and consented to the imposition of the Assessments to pay for the Actual Costs of the Authorized Improvements associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (2) the approval of the Service and Assessment Plan and the adoption of the Assessment Ordinance, and (3) the levying of Assessments on the Initial Parcel.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for by each Parcel of Assessed Property pro rata based on the ratio of the amount of outstanding Assessment remaining on such Parcel to the total outstanding Assessment on all Parcels of Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (with or without the recording of a subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the number of Residential Lots within the newly divided Assessed Property

D = the sum of the number of Residential Lots for all of the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property

E = the number of newly subdivided Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Owner, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Value

for Lot Type 1 and Lot Type 2 are shown on **Exhibit G** and will not changes in future Annual Service Plan Updates.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be reflected in the next Annual Service Plan Update and approved by the City Council.

B. Mandatory Prepayment of Assessments

If any Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring such Assessed Property shall pay to the City the full amount of the Assessment on such Assessed Property, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of any Assessed Property causes the Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

C. True-Up of Assessments if Maximum Assessment Exceeded at Plat

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (i) the Assessment applicable to each Lot Type exceeding the Maximum Assessment shall be reduced to the Maximum Assessment, and (ii) the obligation under the Reimbursement Agreement shall be reduced by the amount of the Maximum Assessment multiplied by the number of Residential Lots.

D. Reduction of Assessments

If, as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, the City Council

shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with interest: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall submit the revised Assessment Roll for the City Council's approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable Notice of Assessment Termination, a form of which is attached as **Exhibit J**.

If an Assessment is paid in part, with interest: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall submit the revised Assessment Roll for the City Council's approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G** shows the projected Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

If any Parcel shown on the Assessment Roll is assigned multiple tax identification numbers, the Annual Installment shall be allocated pro rata based on the acreage of the property as shown by Brazoria County Appraisal District for each tax identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs shall be paid for by each Parcel of Assessed Property pro rata based on the ratio of the amount of outstanding Assessment remaining on such Parcel to the total outstanding Assessment on all Parcels of Assessed Property. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem

taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. Failure of an owner of Assessed Property to receive an invoice for an Annual Installment on the property tax bill or otherwise shall not relieve the owner of Assessed Property of the obligation to pay the Assessment. Assessments, or Annual Installment therefor that are delinquent shall incur Delinquent Collection Costs.

G. Prepayment as a Result of an Eminent Domain Proceeding or Taking

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefitted Property. The Owner will remain liable to pay in Annual Installments, or as otherwise provided by this Service and Assessment Plan, as updated, or the Act, the Assessment that remains due on the Remaining Property. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment.

Following the initiation of the Taking, the Administrator will be required, as part of the next Annual Service Plan Update, to determine the portion of the Assessment that was levied against the Assessed Property that would have been allocated to the Taken Property prior to its

reclassification as Non-Benefitted Property based on a manner that results in imposing equal shares of the costs of the applicable Authorized Improvements on property similarly benefitted.

Within 30 days of the receipt by the owner of the funds received from the entity taking the Taken Property, the owner shall make a Prepayment of the Assessment in an amount equal to the lesser of (i) the amount the owner received as a result of the Taking or (ii) the amount determined by the Administrator in the above paragraph; provided, however, that in all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the portion of the \$100 Assessment that would have been allocated to the Taken Property prior to its reallocation is \$10 and the owner receives \$8 as compensation for the Taken Property as a result of the Taking, the Owner shall be required to pay \$8 as a Prepayment of the Assessment against the Remaining Property (in addition to any other amount that would be required to ensure the Assessment does not exceed the Maximum Assessment). Alternatively, in the above scenario, if the owner receives \$20 in compensation for the Taken Property, the owner shall be required to pay \$10 as a Prepayment of the Assessment.

Notwithstanding the previous two paragraphs, if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed as shown on a final plat, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the total amount of the Assessment levied against the Taken Property and, and the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

SECTION VII: ASSESSMENT ROLL

The Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Assessment Roll and Annual Installments for each Parcel of Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of providing such notice and the response thereto. The City Council shall consider the owner's notice of error and the Administrator's response at a public hearing, and within 30 days after closing such hearing, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the Assessment Ordinance, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

EXHIBITS

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

Exhibit A	District Boundary Map
Exhibit B	District Legal Description
Exhibit C	Authorized Improvements
Exhibit D	Service Plan
Exhibit E	Sources and Uses of Funds
Exhibit F	Assessment Roll
Exhibit G	District Projected Annual Installments
Exhibit H	Maximum Assessment and Tax Rate Equivalent
Exhibit I	Maps of Authorized Improvements
Exhibit J	Form of Notice of Assessment Termination
Exhibit K	Engineer's Opinion of Probable Cost
Exhibit L	Residential Lot Buyer Disclosure

EXHIBIT A – DISTRICT BOUNDARY MAP

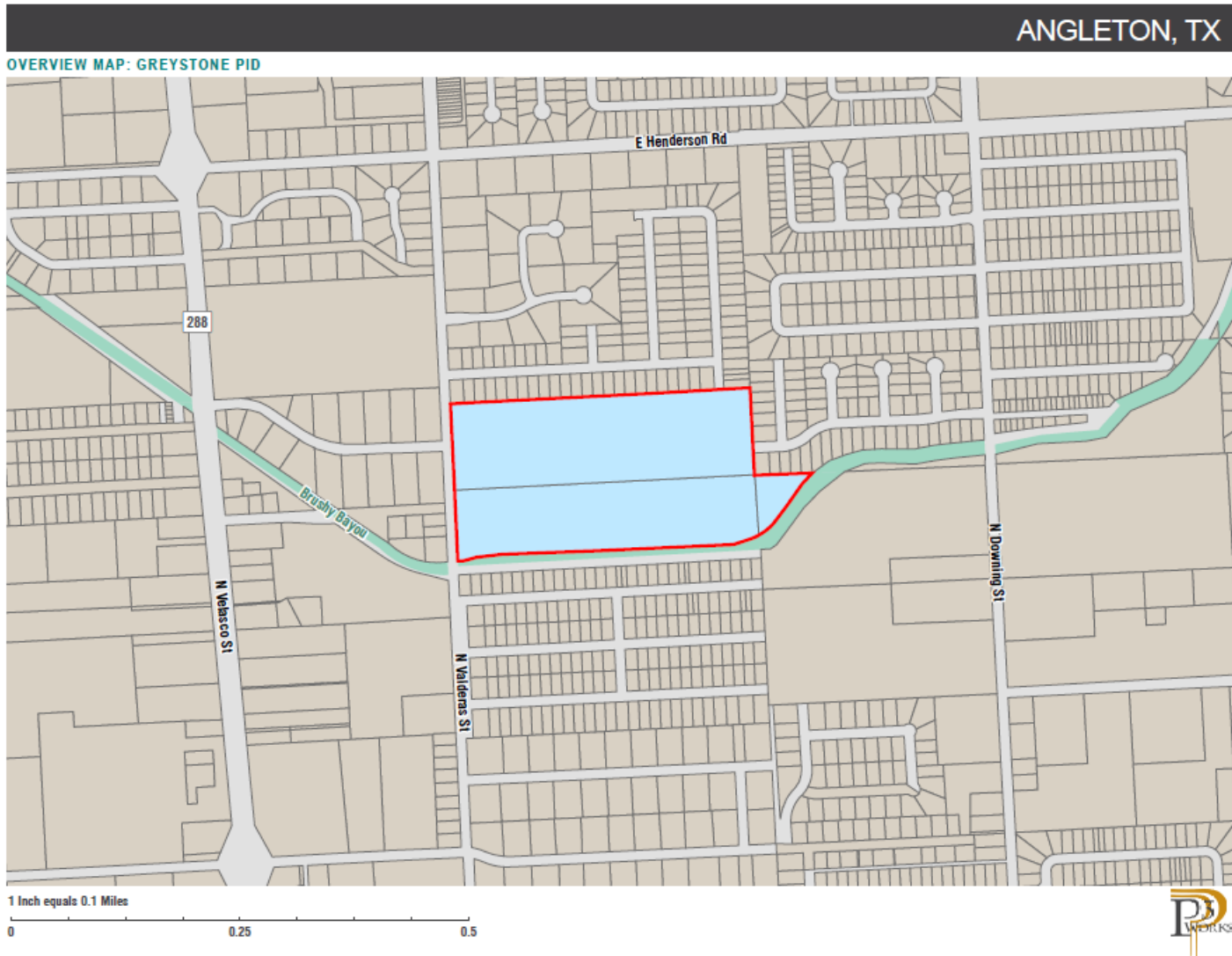


EXHIBIT B – DISTRICT LEGAL DESCRIPTION

Being a tract of land containing 38.53 acres (1,678,328 square feet), located within J. De J. Valderas, Survey, Abstract Number (No.) 380 and the T. S. Lee Survey, Abstract No. 318, in Brazoria County, Texas; Said 38.53 acre tract being all of a called 38.53 tract recorded in the name of Bret Shawn Collard and wife, Annette Roberts Collard under Brazoria County Clerk's File (B.C.C.F.) No. 2009034072, being a portion of Tract 112 and 113 of the New York and Texas Land Company Subdivision of the J. De. J. Valderas survey recorded in Volume (Vol.) 26, Page 140 of the Brazoria County Deed Records (B.C.D.R.), and a portion of Tract 15 of the New York and Texas Land Company Subdivision of the T. S. Lee Survey recorded in Vol. 42, Page 164 of the B.C.D.R.; Said 38.53 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a 1-inch iron pipe found on the west line of Brookhollow Subdivision recorded in Vol. 15, Page 303 of the B.C.P.R., at the southeast corner of Greenridge North Subdivision, Section II recorded in Vol. 15, Page 385 of the B.C.P.R., for the northeast corner of the herein described tract;

THENCE, with the west line of said Brookhollow Subdivision, South 02 degrees 43 minutes 18 seconds East, a distance of 496.94 feet to a 1-inch iron pipe found at the southwest corner of said Brookhollow Subdivision, for an interior corner of the herein described tract;

THENCE, with the south line of said Brookhollow Subdivision, North 87 degrees 09 minutes 36 seconds East, at a distance of 306.19 feet pass a 1/2-inch iron rod found on the northwest line of a 130-foot drainage easement recorded in Vol. 1725, Page 739 of the B.C.D.R. for reference, continue in all a distance of 370.89 feet to a point for corner at the northwest corner of a called 38.53 acre tract recorded in the name of Stacy Lynn Downing Sears under B.C.C.F. No. 2009034072;

THENCE, with the west line of said 38.53 acre tract the following two (2) courses:

- 1. South 43 degrees 36 minutes 08 seconds West, a distance of 510.58 feet to a point for an interior corner of the herein described tract;
- 2. South 02 degrees 54 minutes 55 seconds East, a distance of 73.73 feet to an X-cut in concrete found at the northeast corner of Plantation North Subdivision recorded under Vol. 15, Page 163 of the B.C.P.R., for the southeast corner of the herein described tract;

THENCE, with the north line of said Plantation North Subdivision, South 87 degrees 08 minutes 47 seconds West, a distance of 1,748.51 feet to a point on the east right-of-way (R.O.W.) line of Valderas Street (called sixty feet wide per Vol. 26, Page 140 of the B.C.D.R.), at the northwest corner of said Plantation North Subdivision, for the southwest corner of the herein described tract;

THENCE, with the east R.O.W. line of said Valderas Street, North 02 degrees 53 minutes 04 seconds West, a distance of 922.70 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of Greenridge North Subdivision, Section One recorded under Vol. 15, Page 325 of the B.C.P.R., for the northwest corner of the herein described tract;

THENCE, with the south lines of said Greenridge North Subdivision, Section One and said Greenridge North Subdivision, Section II, North 87 degrees 09 minutes 10 seconds East, a distance of 1,749.27 feet to the POINT OF BEGINNING and containing 38.53 acres of land.



EXHIBIT C – AUTHORIZED IMPROVEMENTS

Authorized Improvements	Total Costs ¹
Roadway	\$ 977,646
Water	214,471
Wastewater	291,387
Storm Drainage	677,263
Soft Costs	95,929
Total	\$ 2,256,696

Footnotes:

1) See Exhibit K for detailed Engineer's Report

EXHIBIT D – SERVICE PLAN

Greystone Public Improvement District						
Annual Installments ¹		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ -	\$ 32,091.59	\$ 33,420.18	\$ 34,803.78	\$ 36,244.65
Interest		\$ -	\$ 76,280.74	\$ 74,952.15	\$ 73,568.55	\$ 72,127.68
	(1)	\$ -	\$ 108,372.33	\$ 108,372.33	\$ 108,372.33	\$ 108,372.33
Annual Collection Costs	(2)	\$ 18,000.00	\$ 18,360.00	\$ 18,727.20	\$ 19,101.74	\$ 19,483.78
Total Annual Installment	(3) = (1) + (2)	\$ 18,000.00	\$ 126,732.33	\$ 127,099.53	\$ 127,474.07	\$ 127,856.11

Footnotes:

1) Preliminary, subject to change.

EXHIBIT E – SOURCES AND USES OF FUNDS

Sources of Funds	
Reimbursement Obligation	\$ 1,842,530
Owner Contribution ¹	414,166
Total Sources	\$ 2,256,696

Uses of Funds	
Authorized Improvements	
Roadway	\$ 977,646
Water	214,471
Wastewater	291,387
Storm Drainage	677,263
Soft Costs	95,929
	\$ 2,256,696
Total Uses	\$ 2,256,696

Footnotes:

1) Non-reimbursable to the Owner through Assessments.

EXHIBIT F – ASSESSMENT ROLL

Property ID¹	Outstanding Assessment	Annual Installment Due 1/31/22
Initial Parcel	\$ 1,842,530.00	\$ 18,000.00
Total	\$ 1,842,530.00	\$ 18,000.00

Footnotes:

1) The Initial Parcel is fully contained within Property ID 171355.

EXHIBIT G – PROJECTED ANNUAL INSTALLMENTS

Annual Installments Due 1/31	Principal	Interest ²	Annual Collection Costs	Total Annual Installment ¹
2022	\$ -	\$ -	\$ 18,000.00	\$ 18,000.00
2023	\$ 32,091.59	\$ 76,280.74	\$ 18,360.00	\$ 126,732.33
2024	\$ 33,420.18	\$ 74,952.15	\$ 18,727.20	\$ 127,099.53
2025	\$ 34,803.78	\$ 73,568.55	\$ 19,101.74	\$ 127,474.07
2026	\$ 36,244.65	\$ 72,127.68	\$ 19,483.78	\$ 127,856.11
2027	\$ 37,745.18	\$ 70,627.15	\$ 19,873.45	\$ 128,245.78
2028	\$ 39,307.83	\$ 69,064.50	\$ 20,270.92	\$ 128,643.25
2029	\$ 40,935.18	\$ 67,437.16	\$ 20,676.34	\$ 129,048.67
2030	\$ 42,629.89	\$ 65,742.44	\$ 21,089.87	\$ 129,462.20
2031	\$ 44,394.77	\$ 63,977.56	\$ 21,511.67	\$ 129,884.00
2032	\$ 46,232.71	\$ 62,139.62	\$ 21,941.90	\$ 130,314.23
2033	\$ 48,146.75	\$ 60,225.58	\$ 22,380.74	\$ 130,753.07
2034	\$ 50,140.02	\$ 58,232.31	\$ 22,828.35	\$ 131,200.68
2035	\$ 52,215.82	\$ 56,156.51	\$ 23,284.92	\$ 131,657.25
2036	\$ 54,377.55	\$ 53,994.78	\$ 23,750.62	\$ 132,122.95
2037	\$ 56,628.78	\$ 51,743.55	\$ 24,225.63	\$ 132,597.96
2038	\$ 58,973.22	\$ 49,399.11	\$ 24,710.14	\$ 133,082.47
2039	\$ 61,414.71	\$ 46,957.62	\$ 25,204.35	\$ 133,576.68
2040	\$ 63,957.28	\$ 44,415.05	\$ 25,708.43	\$ 134,080.76
2041	\$ 66,605.11	\$ 41,767.22	\$ 26,222.60	\$ 134,594.93
2042	\$ 69,362.56	\$ 39,009.77	\$ 26,747.05	\$ 135,119.38
2043	\$ 72,234.17	\$ 36,138.16	\$ 27,281.99	\$ 135,654.32
2044	\$ 75,224.66	\$ 33,147.67	\$ 27,827.63	\$ 136,199.96
2045	\$ 78,338.96	\$ 30,033.37	\$ 28,384.19	\$ 136,756.52
2046	\$ 81,582.20	\$ 26,790.13	\$ 28,951.87	\$ 137,324.20
2047	\$ 84,959.70	\$ 23,412.63	\$ 29,530.91	\$ 137,903.24
2048	\$ 88,477.03	\$ 19,895.30	\$ 30,121.53	\$ 138,493.86
2049	\$ 92,139.98	\$ 16,232.35	\$ 30,723.96	\$ 139,096.29
2050	\$ 95,954.58	\$ 12,417.75	\$ 31,338.44	\$ 139,710.77
2051	\$ 99,927.10	\$ 8,445.23	\$ 31,965.20	\$ 140,337.53
2052	\$ 104,064.08	\$ 4,308.25	\$ 32,604.51	\$ 140,976.84
Total	\$ 1,842,530.00	\$ 1,408,639.91	\$ 762,829.93	\$ 4,013,999.84

Footnotes:

1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

2) The interest rate on the Reimbursement Obligation is estimated at a 4.14% rate.

EXHIBIT H – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units ¹	Estimated Buildout Value Per Unit ¹	Estimated Buildout Value	Total Assessment	Maximum Assessment per Unit	Average Annual Installment	Average Annual Installment per Unit	PID Equivalent Tax Rate
Residential Lot	111	\$ 375,000	\$ 41,625,000	\$ 1,842,530	\$ 16,599	\$ 133,200	\$ 1,200	\$ 0.3200
Total	111		\$ 41,625,000	\$ 1,842,530		\$ 133,200		

Footnotes:

1) Per information provided by the Owner.

EXHIBIT I – MAP OF AUTHORIZED IMPROVEMENTS

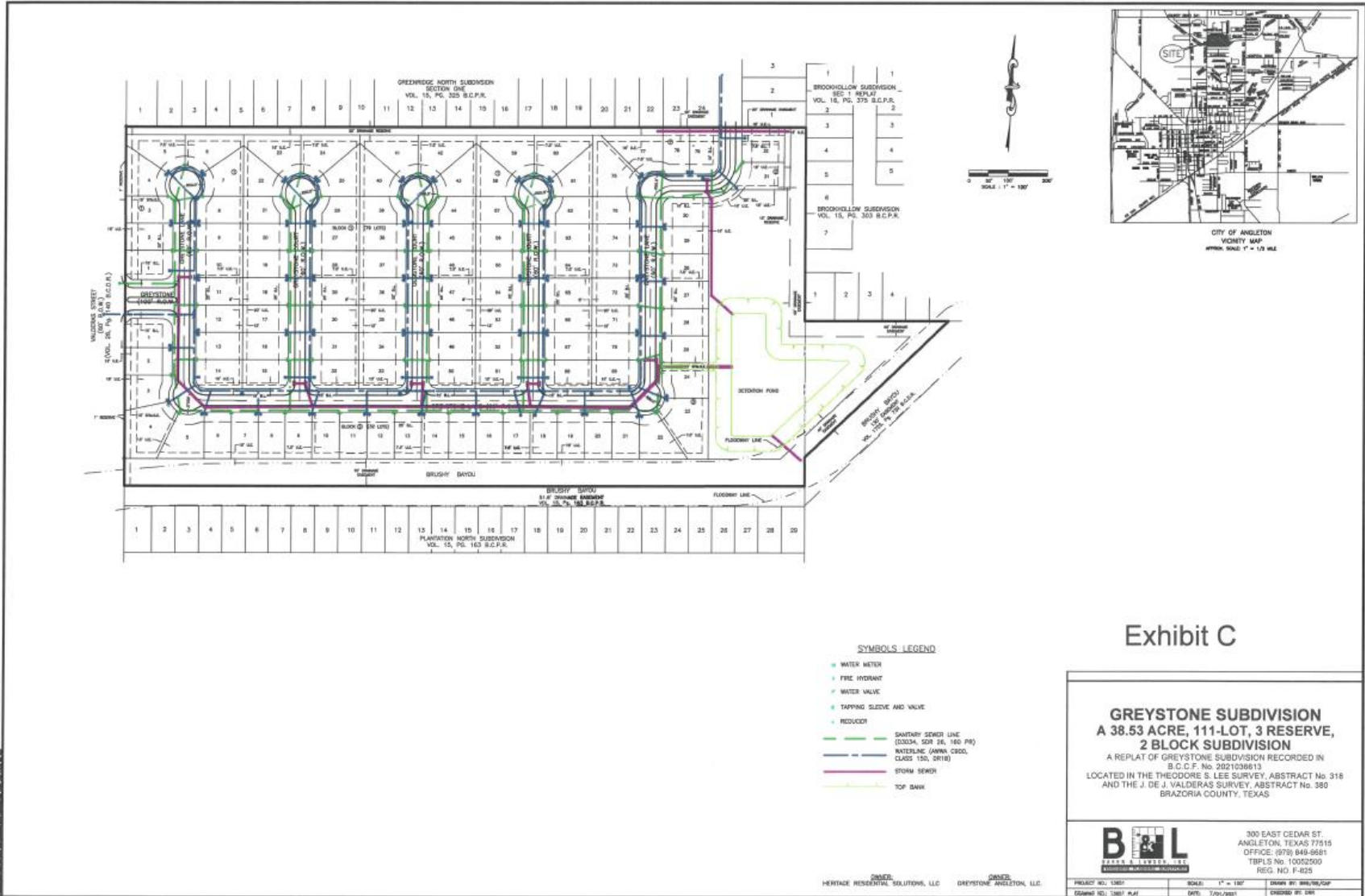


Exhibit C

EXHIBIT J – FORM OF NOTICE OF ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Brazoria County Clerk’s Office
Honorable [County Clerk Name]
Courthouse County Clerk’s Office
111 E. Locust, Suite 200
Angleton, TX 77515

Re: City of Angleton Lien Release Documents for Filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Angleton is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Angleton
Attn: [City Secretary]
121 S. Velasco
Angleton, TX 77515

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817) 393-0353
admin@p3-works.com
www.P3-Works.com

[legal description], a subdivision in Brazoria County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Brazoria County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Brazoria County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF ANGLETON, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Angleton, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT K – ENGINEER’S REPORT



October 5, 2021

Re: Engineer’s Report
Greystone Subdivision
Angleton, Texas

Introduction

Greystone is a single family development including approximately 38.53 Acres and includes 111 single-family homes located in Angleton, Texas as depicted on Exhibit A. This Engineer’s report includes the documents requested for the formation of the PID.

Development Costs:

An Engineers’ Opinion of Probably Cost (EOPC) has been prepared for all off-site and on-site infrastructure and is included as Exhibit B

Development Improvements:

Development improvements are separated into Public and Private improvements. The Public Improvements will be included in the PID.

Public improvements are included on Exhibit C.


Douglas B. Roesler, P.E.



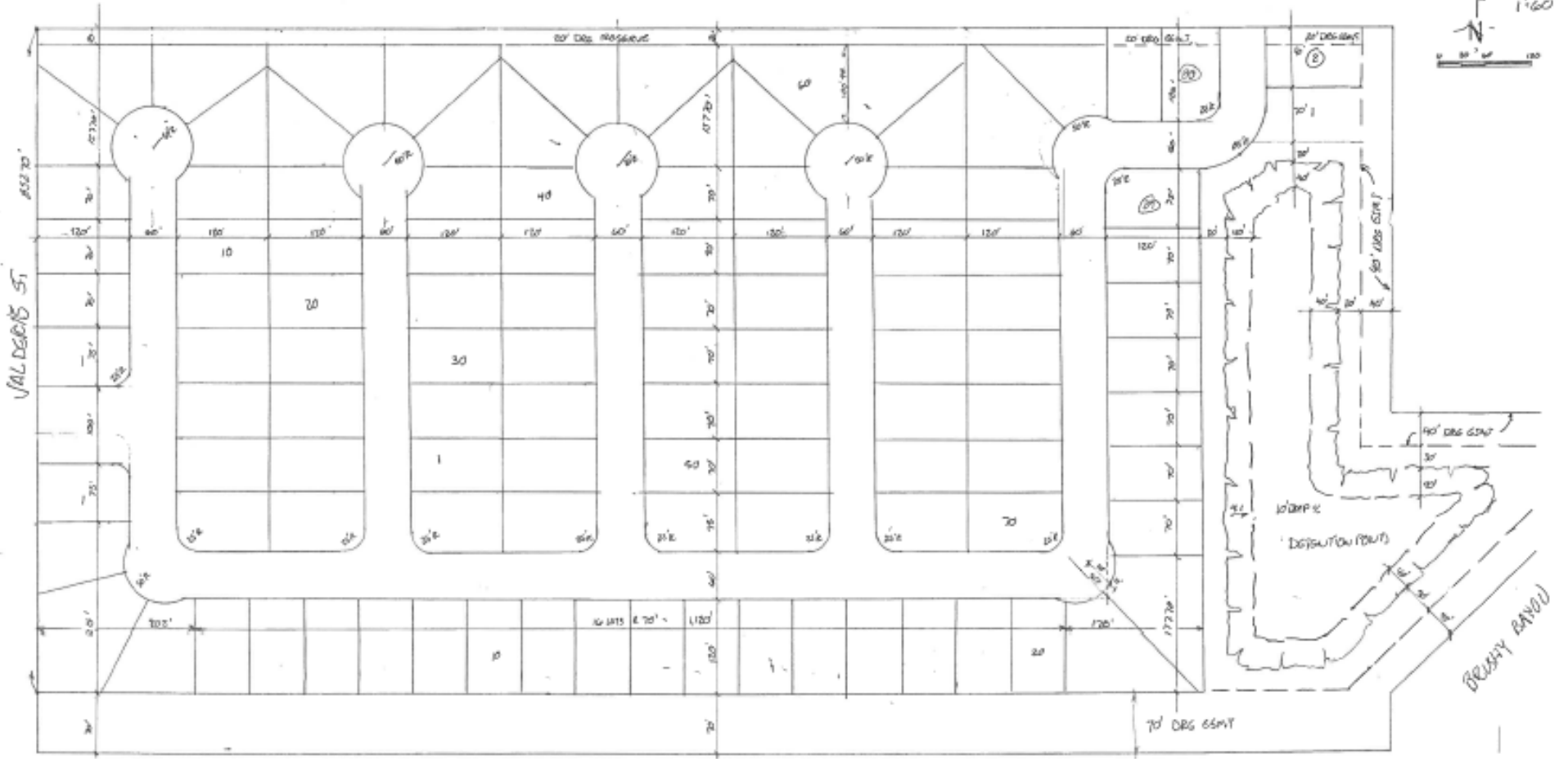
10-05-21

DOUGLAS B. ROESLER, P.E. - Principal Engineer
4005 TECHNOLOGY DRIVE, SUITE 1530, ANGLETON, TEXAS 77515
(979) 849-6681 • Fax (979) 849-4689

Texas Registered Engineering Firm F-825 • Texas Board Of Professional Land Surveying No. 10052500

S. REMINGTON ST.

11-2-3



BRUSHY BAYOU

GREYSTONE SUBDIVISION - 111 LOTS

EXHIBIT A
Conceptual Plan

**PID COST SUMMARY
GREYSTONE SUBDIVISION
OCTOBER 5, 2021**

ITEM	SPEC	ITEM DESCRIPTION	UNIT	PUBLIC			PRIVATE			TOTAL
				QUANTITY	PRICE	EXTENSION	QUANTITY	PRICE	EXTENSION	
1	1	Clearing Right of Way - Demolition	L.S.	1	\$ 20,000.00	\$ 20,000.00	-	-	-	\$ 20,000.00
2	2	Clearing and Grubbing	AC.	38.49	\$ 2,500.00	\$ 96,225.00	-	-	-	\$ 96,225.00
3	4	Roadway Excavation (Includes Lot Grading)	C.Y.	2104	\$ 4.60	\$ 9,678.40	\$2,896.00	\$4.60	\$13,321.60	\$23,000.00
4	6	Detention Pond Excavation (Includes Lot Grading)	C.Y.	28523	\$ 4.60	\$ 131,205.80	\$6,033.00	\$4.60	\$27,751.80	\$158,957.60
5	6	Excavation - Backyard Swale	L.F.	1350	\$ 8.00	\$ 10,800.00	-	-	-	\$ 10,800.00
6	6	Excavation - Reshape and Regrade Exist. Ditch	L.F.	800	\$ 8.00	\$ 6,400.00	-	-	-	\$ 6,400.00
7	6	Excavation - 6' Flat Bottom Swale	L.F.	150	\$ 8.00	\$ 1,200.00	-	-	-	\$ 1,200.00
8	14	Remove & Replace 7" Concrete Pavement	S.F.	369	\$ 8.50	\$ 3,136.50	-	-	-	\$ 3,136.50
9	30	6" Lime Stabilized Subgrade	S.Y.	17469	\$ 2.00	\$ 34,938.00	-	-	-	\$ 34,938.00
10	30	Lime (7% by Weight)	Ton	275.1	\$ 194.80	\$ 53,534.46	-	-	-	\$ 53,534.46
11	70	Concrete Pavement 6" Thick	S.Y.	16298	\$ 41.40	\$ 674,737.20	-	-	-	\$ 674,737.20
12	70	Concrete Curb (4" to 6")	L.F.	10543	\$ 3.60	\$ 37,954.80	-	-	-	\$ 37,954.80
13	74	Concrete Sidewalk	S.F.	2186	\$ 6.50	\$ 14,209.00	-	-	-	\$ 14,209.00
14	74	Concrete Wheelchair Ramps	EA.	10	\$ 1,914.60	\$ 19,146.00	-	-	-	\$ 19,146.00
15	75	Conc. Slope Paving - Pipe Outfall w/ Cut-Off	Ea.	2	\$ 4,929.60	\$ 9,859.20	-	-	-	\$ 9,859.20
16	75	Conc. Slope Paving - Swale Outfall	Ea.	1	\$ 4,000.00	\$ 4,000.00	-	-	-	\$ 4,000.00
17	75	Conc. Slope Paving - Remove & Replace	S.F.	240	\$ 6.00	\$ 1,440.00	-	-	-	\$ 1,440.00
18	85	Inlets (Type C - L = 5')	Ea.	7	\$ 2,712.70	\$ 18,988.90	-	-	-	\$ 18,988.90
19	85	Inlets (Type C - L = 10')	Ea.	9	\$ 3,212.70	\$ 28,914.30	-	-	-	\$ 28,914.30
20	85	Inlets (Type A)	Ea.	3	\$ 2,500.00	\$ 7,500.00	-	-	-	\$ 7,500.00
21	85	Storm Sewer Manholes (2 Pipes)	Ea.	6	\$ 2,475.80	\$ 14,854.80	-	-	-	\$ 14,854.80
22	85	Storm Sewer Manholes (1 Jt. San. Sew.)	Ea.	3	\$ 2,475.80	\$ 7,427.40	-	-	-	\$ 7,427.40
23	85	Storm Sewer Manhole - Adjust Ring & Cover	Ea.	1	\$ 895.00	\$ 895.00	-	-	-	\$ 895.00
24	86	Sanitary Sewer Manhole	Ea.	18	\$ 3,056.70	\$ 55,020.60	-	-	-	\$ 55,020.60
25	86	Sanitary Sewer Manhole (Extra Depth)	L.F.	12.84	\$ 221.10	\$ 2,838.92	-	-	-	\$ 2,838.92
26	90	24" Storm Sewer (Under Pvmt)	L.F.	168	\$ 58.50	\$ 9,828.00	-	-	-	\$ 9,828.00
27	90	30" Storm Sewer (Under Pvmt)	L.F.	538	\$ 73.60	\$ 39,596.80	-	-	-	\$ 39,596.80
28	90	36" Storm Sewer (Under Pvmt)	L.F.	277	\$ 108.70	\$ 30,109.90	-	-	-	\$ 30,109.90
29	90	48" Storm Sewer (Under Pvmt)	L.F.	557	\$ 172.60	\$ 96,138.20	-	-	-	\$ 96,138.20

EXHIBIT B

30	90	54" Storm Sewer (Under Pvmnt)	L.F.	476	\$ 202.50	\$ 96,390.00	-	-	-	\$ 96,390.00
31	90	24' Storm Sewer (Backyard Drain)	L.F.	360	\$ 43.80	\$ 15,768.00	-	-	-	\$ 15,768.00
32	90	24" Storm Sewer Outfall	L.F.	430	\$ 43.80	\$ 18,834.00	-	-	-	\$ 18,834.00
33	90	54" Storm Sewer Outfall	L.F.	194	\$ 234.10	\$ 45,415.40	-	-	-	\$ 45,415.40
34	90	Sanitary Sewer Drop (Exist. M.H.)	EA.	1	\$ 872.60	\$ 872.60	-	-	-	\$ 872.60
35	90	6" Sanitary Sewer (0' to 5' Depth)	L.F.	959	\$ 19.70	\$ 18,892.30	-	-	-	\$ 18,892.30
36	90	8" Sanitary Sewer (0' to 5' Depth)	L.F.	585	\$ 21.70	\$ 12,694.50	-	-	-	\$ 12,694.50
37	90	8" Sanitary Sewer (5' to 7' Depth)	L.F.	770	\$ 21.70	\$ 16,709.00	-	-	-	\$ 16,709.00
38	90	8" Sanitary Sewer (7' to 9' Depth)	L.F.	742	\$ 26.80	\$ 19,885.60	-	-	-	\$ 19,885.60
39	90	8" Sanitary Sewer (9' to 11' Depth)	L.F.	835	\$ 33.20	\$ 27,722.00	-	-	-	\$ 27,722.00
40	90	8" Sanitary Sewer (11' to 13' Depth)	L.F.	240	\$ 44.30	\$ 10,632.00	-	-	-	\$ 10,632.00
41	91	Sanitary Sewer Service (Short-Single)	Ea.	2	\$ 797.30	\$ 1,594.60	-	-	-	\$ 1,594.60
42	91	Sanitary Sewer Service (Short-Double)	Ea.	25	\$ 821.60	\$ 20,540.00	-	-	-	\$ 20,540.00
43	91	Sanitary Sewer Service (Long-Double)	Ea.	29	\$ 1,384.40	\$ 40,147.60	-	-	-	\$ 40,147.60
44	91	Sanitary Sewer Service (Long-Single)	Ea.	1	\$ 1,441.40	\$ 1,441.40	-	-	-	\$ 1,441.40
45	93	Wellpointing (Detention Pond)	L.F.	1200	\$ 44.40	\$ 53,280.00	-	-	-	\$ 53,280.00
46	93	Wellpointing (Sanitary Sewer Construction)	L.F.	1075	\$ 34.40	\$ 36,980.00	-	-	-	\$ 36,980.00
47	95	Boring (Casing for 8" W.L.)	L.F.	50	\$ 62.50	\$ 3,125.00	-	-	-	\$ 3,125.00
48	96	Class A Bedding Material (8"=4.11 c.f./ft., 10"=4.63 c.f./ft.)	C.Y.	207	\$ 38.40	\$ 7,949.65	-	-	-	\$ 7,949.65
49	96	Installation of Geotechnical Fabric for Wet Sand	L.F.	1075	\$ 14.30	\$ 15,372.50	-	-	-	\$ 15,372.50
50	111	6" FH Lead (6' Long)	L.F.	60	\$ 19.80	\$ 1,188.00	-	-	-	\$ 1,188.00
51	111	4" Waterline	L.F.	1144	\$ 9.30	\$ 10,639.20	-	-	-	\$ 10,639.20
52	111	6" Waterline	L.F.	1713	\$ 16.20	\$ 27,750.60	-	-	-	\$ 27,750.60
53	111	8" Waterline	L.F.	2570	\$ 16.20	\$ 41,634.00	-	-	-	\$ 41,634.00
54	111	8" Wet Connection (Cut-In Tee)	Ea.	2	\$ 1,325.00	\$ 2,650.00	-	-	-	\$ 2,650.00
55	111	Fittings	Ton	5	\$ 6,796.90	\$ 33,984.50	-	-	-	\$ 33,984.50
56	112	Water Line Service (Short-Single)	Ea.	5	\$ 573.70	\$ 2,868.50	-	-	-	\$ 2,868.50
57	112	Water Line Service (Short-Double)	Ea.	20	\$ 632.30	\$ 12,646.00	-	-	-	\$ 12,646.00
58	112	Water Line Service (Long-Single)	Ea.	8	\$ 1,053.50	\$ 8,428.00	-	-	-	\$ 8,428.00
59	112	Water Line Service (Long-Double)	Ea.	21	\$ 1,098.70	\$ 23,072.70	-	-	-	\$ 23,072.70
60	115	4" Gate Valve w/ Box	Ea.	8	\$ 625.70	\$ 5,005.60	-	-	-	\$ 5,005.60
61	115	6" Gate Valve w/ Box	Ea.	13	\$ 757.40	\$ 9,846.20	-	-	-	\$ 9,846.20
62	115	8" Gate Valve w/ Box	Ea.	6	\$ 1,200.50	\$ 7,203.00	-	-	-	\$ 7,203.00
63	116	Fire Hydrant	Ea.	9	\$ 2,714.40	\$ 24,429.60	-	-	-	\$ 24,429.60
64	204	8" Solid White Thermoplastic Pvmnt Marking	L.F.	140	\$ 6.60	\$ 924.00	-	-	-	\$ 924.00
65	210	Seeding - Detention Pond	Ac.	5.5	\$ 250.00	\$ 1,375.00	-	-	-	\$ 1,375.00

EXHIBIT B

66	250,251	Emergency Exit/Entrance Gate with Locking Padlock with Striping	L.S.	1	\$ 7,500.00	\$ 7,500.00	-	-	-	\$ 7,500.00
67	400	Deep Trench Construction (San. Sew. 5' to 7')	L.F.	277	\$ 1.00	\$ 277.00	-	-	-	\$ 277.00
68	400	Deep Trench Construction (San. Sew. Over 7')	L.F.	1817	\$ 1.00	\$ 1,817.00	-	-	-	\$ 1,817.00
69	400	Deep Trench Construction (St. Sew. 5' to 7')	L.F.	815	\$ 1.00	\$ 815.00	-	-	-	\$ 815.00
70	400	Deep Trench Construction (St. Sew. Over 7')	L.F.	1227	\$ 1.00	\$ 1,227.00	-	-	-	\$ 1,227.00
71	1000	General Conditions	L.S.	1	\$ 75,929.01	\$ 75,929.01	-	-	-	\$ 75,929.01
72	1000	Street Signs	Ea.	8	\$ 551.20	\$ 4,409.60	-	-	-	\$ 4,409.60
73	2000	SW3P	L.S.	1	\$ 25,000.00	\$ 25,000.00	-	-	-	\$ 25,000.00
74	SPL-1	2" Sch. 40 PVC Conduits	L.F.	144	\$ 8.70	\$ 1,252.80	-	-	-	\$ 1,252.80
75		Construction Staking	L.S.	1	\$ 20,000.00	\$ 20,000.00	-	-	-	\$ 20,000.00
Total Summary						\$ 2,256,695.65			\$ 41,073.40	\$ 2,297,769.05

EXHIBIT B

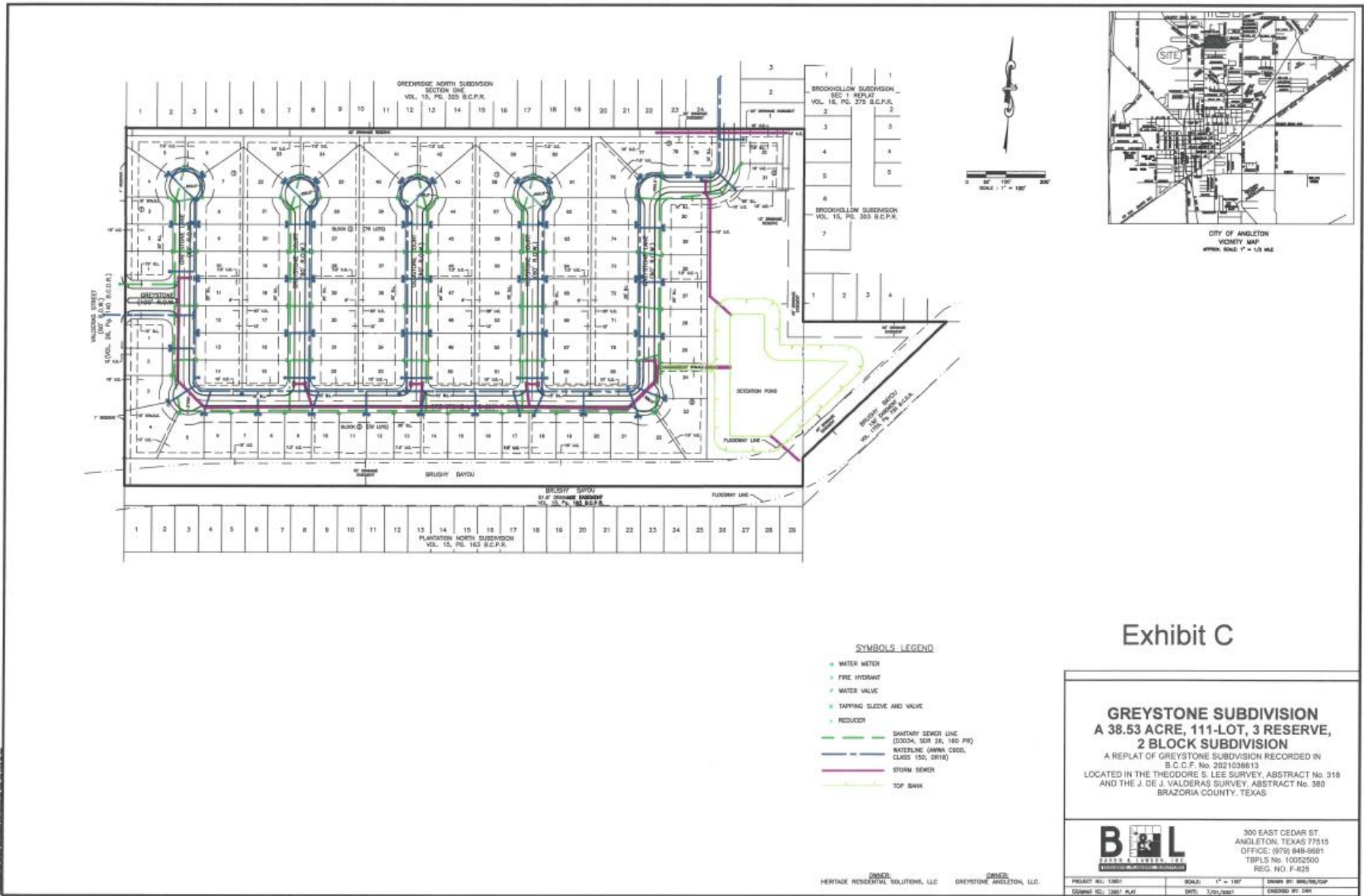


Exhibit C

GREYSTONE SUBDIVISION
A 38.53 ACRE, 111-LOT, 3 RESERVE,
2 BLOCK SUBDIVISION
 A REPLAT OF GREYSTONE SUBDIVISION RECORDED IN
 B.C.C.F. No. 2021038613
 LOCATED IN THE THEODORE S. LEE SURVEY, ABSTRACT No. 318
 AND THE J. DE J. VALDERAS SURVEY, ABSTRACT No. 380
 BRAZORIA COUNTY, TEXAS

B I L
 BAKER INDUSTRIES, L.P.
 ENGINEERS & SURVEYORS

300 EAST CEDAR ST.
 ANGLETON, TEXAS 77515
 OFFICE: (979) 849-5581
 TBPLS No. 10052500
 REG. NO. F-825

PROJECT NO: 1387	SCALE: 1" = 100'	DRAWN BY: SHH/SL/CP
ISSUED NO: 1387 PLAT	DATE: 7/29/2021	CHECKED BY: DRK

EXHIBIT L – RESIDENTIAL LOT BUYER DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANGLETON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

RESIDENTIAL LOT PRINCIPAL ASSESSMENT: \$16,599.37

As the purchaser of the real property described above, you are obligated to pay assessments to City of Angleton, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Greystone Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Angleton. The exact amount of each annual installment will be approved each year by the Angleton City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

ANNUAL INSTALLMENTS – RESIDENTIAL LOT

Annual Installments Due 1/31	Principal	Interest ²	Annual Collection Costs	Total Annual Installment ¹
2022	\$ -	\$ -	\$ 162.16	\$ 162.16
2023	\$ 289.11	\$ 687.21	\$ 165.41	\$ 1,141.73
2024	\$ 301.08	\$ 675.24	\$ 168.71	\$ 1,145.04
2025	\$ 313.55	\$ 662.78	\$ 172.09	\$ 1,148.42
2026	\$ 326.53	\$ 649.80	\$ 175.53	\$ 1,151.86
2027	\$ 340.05	\$ 636.28	\$ 179.04	\$ 1,155.37
2028	\$ 354.12	\$ 622.20	\$ 182.62	\$ 1,158.95
2029	\$ 368.79	\$ 607.54	\$ 186.27	\$ 1,162.60
2030	\$ 384.05	\$ 592.27	\$ 190.00	\$ 1,166.33
2031	\$ 399.95	\$ 576.37	\$ 193.80	\$ 1,170.13
2032	\$ 416.51	\$ 559.82	\$ 197.67	\$ 1,174.00
2033	\$ 433.75	\$ 542.57	\$ 201.63	\$ 1,177.96
2034	\$ 451.71	\$ 524.62	\$ 205.66	\$ 1,181.99
2035	\$ 470.41	\$ 505.91	\$ 209.77	\$ 1,186.10
2036	\$ 489.89	\$ 486.44	\$ 213.97	\$ 1,190.30
2037	\$ 510.17	\$ 466.16	\$ 218.25	\$ 1,194.58
2038	\$ 531.29	\$ 445.04	\$ 222.61	\$ 1,198.94
2039	\$ 553.29	\$ 423.04	\$ 227.07	\$ 1,203.39
2040	\$ 576.19	\$ 400.14	\$ 231.61	\$ 1,207.93
2041	\$ 600.05	\$ 376.28	\$ 236.24	\$ 1,212.57
2042	\$ 624.89	\$ 351.44	\$ 240.96	\$ 1,217.29
2043	\$ 650.76	\$ 325.57	\$ 245.78	\$ 1,222.11
2044	\$ 677.70	\$ 298.63	\$ 250.70	\$ 1,227.03
2045	\$ 705.76	\$ 270.57	\$ 255.71	\$ 1,232.04
2046	\$ 734.97	\$ 241.35	\$ 260.83	\$ 1,237.15
2047	\$ 765.40	\$ 210.92	\$ 266.04	\$ 1,242.37
2048	\$ 797.09	\$ 179.24	\$ 271.37	\$ 1,247.69
2049	\$ 830.09	\$ 146.24	\$ 276.79	\$ 1,253.12
2050	\$ 864.46	\$ 111.87	\$ 282.33	\$ 1,258.66
2051	\$ 900.24	\$ 76.08	\$ 287.97	\$ 1,264.30
2052	\$ 937.51	\$ 38.81	\$ 293.73	\$ 1,270.06
Total	\$ 16,599.37	\$ 12,690.45	\$ 6,872.34	\$ 36,162.16

Footnotes:

1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

2) The interest rate on the Reimbursement Obligation is estimated at a 4.14% rate.

RESOLUTION NO. 20211026-013

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS CALLING A PUBLIC HEARING TO CONSIDER PROPOSED ASSESSMENTS FOR THE GREYSTONE DEVELOPMENT PUBLIC IMPROVEMENT DISTRICT AND AUTHORIZING REQUIRED NOTICE THEREOF

WHEREAS, pursuant to Chapter 372, Local Government Code, a petition was submitted on June 9, 2020 (the "Petition") to the City Secretary of Angleton, Texas (the "City") requesting the creation of a public improvement district to be called "Greystone Public Improvement District" (the "District"); and

WHEREAS, the Petition satisfies the provisions of Texas Local Government Code, Section 372.005; and

WHEREAS, City deems it advisable to call a public hearing on the proposed assessments for the Greystone Public Improvement District.

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

SECTION 1. A hearing on the proposed assessment roll shall be held by the City Council of the City of Angleton, Texas on November 9, 2021 at 6:00 p.m., at 120 S. Chenango Street, Angleton, Texas 77515 for the purpose of the City Council considering the proposed assessments of the District; the general nature of the improvement, the estimated cost of the improvements, the boundaries of the assessment district; and any written or oral objections to the improvements; and such other related matters as may come before the City Council.

SECTION 2. The City Secretary for the City of Angleton is hereby directed to publish notice of such hearing in a newspaper of general circulation in the City which notice shall be made before the 10th day before the date of the hearing. Such notice shall comply with the provisions of Texas Local Government Code, Section 372.009(c). The City Secretary for the City of Angleton is further directed to mail a written notice containing the information required by Texas Local Government Code, Section 372.016 before the 10th day before the hearing to each owner of property contained within the proposed District. Such notice shall be addressed to "Property Owner" and mailed to the current address of the owner, as reflected on the tax rolls of the City.

SECTION 3. This Resolution shall be passed finally on the date of its introduction and shall take effect immediately upon its passage and approval by the Mayor.

PASSED AND APPROVED THIS THE 26TH DAY OF OCTOBER 2021.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary