

#### Mayor | John Wright Mayor Pro-Tem | Travis Townsend Council Members | Cecil Booth, Christiene Daniel, Terry Roberts, Tanner Sartin City Manager | Chris Whittaker City Secretary | Michelle Perez

#### 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, MARCH 26, 2024, 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**

- <u>1.</u> Presentation of the Fair Housing Proclamation.
- 2. Presentation of Eli Frankum Day Proclamation.

#### **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.

- 3. Discussion and possible action to approve the City Council minutes of February 13, 2023, Special Meeting; August 22, 2023, Special Meeting; December 12, 2023; January 9 and 23, 2024.
- <u>4.</u> Discussion and possible action to approve Resolution No. 20240326-004 suspending the effective date for ninety days in connection with the rate increase filing made on or about

March 6, 2024, by Centerpoint Energy Houston Electric LLC; authorizing the City's continued participation in a coalition of cities known as the "Texas Coast Utilities Coalition of Cities;".

#### PUBLIC HEARINGS AND ACTION ITEMS

5. Conduct a public hearing, discussion, and take possible action on a request for approval of Ordinance No. 20240326-005 modifying an existing Specific Use Permit within a Singlefamily Residential 7.2 District (SF-7.2) to allow for the installation of a proposed eighteen (18') foot tall acoustic fence to reduce noise, located at Gambit Energy Storage Park, 319 Murray Ranch Rd., Angleton, Brazoria County, Texas.

#### **REGULAR AGENDA**

- <u>6.</u> Update and discussion by Susan Spoor, Brazoria County Appraisal District Board member and City representative.
- 7. Update, discussion, and possible action on the final results of the development phase 1, Facilities Energy Savings Investment Grade Audit, presented by Schneider Electric.
- 8. Update discussion, and possible action on the Henderson Road Project by City Engineer, John Peterson with HDR.
- 9. Discussion and possible action on the recovery efforts from the Severe Weather on March 15th, 2024.
- <u>10.</u> Discussion and possible action to approve the Angleton 300 Res Dev LP, and Angleton Stasny Land LP, Petition for Dis-annexation of acreage from the corporate limits, being a tract containing 29.900 acres of land.
- 11. Discussion and update on a development proposal for Serenity Oaks, formally known as Stasny Development for area currently within the ETJ of the City of Angleton, Texas for property totaling approximately 303.96 acres, located west of SH-288, north of SH 35.
- 12. Discussion and possible action to approve the Angleton 300 Res Dev LP, and Angleton Stasny Land LP, Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction (ETJ), being a tract containing 303.96 acres of land located in the Andrew Roberts Labor, in Brazoria County, Texas.
- <u>13.</u> Discussion and possible action to approve Resolution No. 20240326-013 setting hearing date on the Amended & Restated Tax Increment Reinvestment Zone (TIRZ) No. 2 Project (*Riverwood Ranch*) and Financing Plan for April 23, 2024.
- 14. Discussion and possible action to approve Resolution No. 20240326-014 accepting a Preliminary Service and Assessment Plan (PSAP) and setting the Assessment Levy public hearing date for April 23, 2024, for the Riverwood Ranch North Public Improvement District.

- 15. Discussion and possible action on a request for a final plat extension for Austin Colony Subdivision, Section 1A for a period of one year as requested by Wayne Rea, II of Tejas-Angleton Development LLC.
- <u>16.</u> Discussion and possible action on the approval of the Reimbursement Agreement as revised for the Riverwood Ranch North Public Improvement District.
- 17. Discussion and possible action on the eligible expenses submitted for reimbursement, the SAP, the Reimbursement Agreement, and items submitted by the Developer for reimbursement, and other items including the restrictive covenants and HOA in the Riverwood Ranch Public Improvement District, (Phases 1 and 2 of Riverwood Ranch).

#### **EXECUTIVE SESSION**

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

- 18. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Appointments to the Parks & Recreation Board and Angleton Better Living Corporation).
- 19. Discussion and possible action on Deliberation regarding Consultation with Attorney regarding contemplated litigation, pursuant to Section 551.071 of the Texas Local Government Code; (Case No. D-1-GN-23-007785; The City of Grand Prairie Texas v. The State of Texas).

#### **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 security devices or security audit; Section 551.087 - deliberation regarding security devices or security audit; Section 551.087 - deliberation regarding security devices or security audit; Section 551.087 - deliberation regarding security devices or security audit; Section 551.087 - deliberation regarding security devices or security audit; Section 551.087 - deliberation regarding security devices or security audit; Section 551.087 - 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, Michelle Perez, 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, March 22, 2024, by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

<u>/S/ Michelle Perez</u> Michelle Perez, TRMC City Secretary

Public participation is solicited without regard to race, color, religion, sex, age, national origin, disability, or family status. In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodation to participate in this proceeding, or those requiring language assistance (free of charge) should contact the City of Angleton ADA Coordinator, Colleen Martin, no later than seventy-two (72) hours prior to the meeting, at (979) 849-4364 ext. 2132, email: cmartin@angleton.tx.us.

# *Office of the* MAYOR City of Angleton, Texas Proclamation

**WHEREAS**, the Department of Housing and Urban Development has initiated the sponsorship of activities during the month of April of each year designed to reinforce the Department's commitment to the concept of Fair Housing and Equal Opportunity; and

**WHEREAS**, City of Angleton affirmatively supports the efforts of the Federal Government and the State of Texas to assure equal access to all Americans to rental housing and homeownership opportunities; and

**WHEREAS**, City of Angleton welcomes this opportunity to reaffirm its commitment to provide equal access to housing to all of its residents without regard to race, color, religion, sex (including gender identity and sexual orientation), disability, familial status, national origin or source of income; and

WHEREAS, City of Angleton affirmatively supports programs that will educate the public concerning their rights to equal housing opportunities and to participate in efforts with other organizations to assure every person their right to fair housing; and

**WHEREAS**, City of Angleton is honored to join the Federal Government, the State of Texas, and local jurisdictions across America in celebrating the rich diversity of our people and the right of all citizens to live where they choose without fear of discrimination.

**NOW, THEREFORE**, be it resolved, the City of Angleton, does hereby proclaim April as the month to celebrate and honor all efforts which guarantee the right to live free of discriminatory housing practices and proclaim the month of April as:

#### "Fair Housing Month"

And urge all local officials and public and private organizations to join activities designed to further Fair Housing objectives.

PROCLAIMED this 26th<sup>th</sup> day of March, 2024.

CITY OF ANGLETON, TEXAS

John Wright Mayor

# *Office of the* MAYOR City of Angleton, Texas Proclamation

WHEREAS, Eli Frankum has successfully completed the entire requirements for Gold Medal of Achievement, which is the highest award available to boys in the Royal Rangers program, and can only be achieved after many years of continuous effort in Royal Rangers; and

WHEREAS, earning this esteemed recognition has displayed unwavering determination, perseverance, integrity, and leadership and is a testament to his exceptional efforts and dedication; and

WHEREAS, participation in the Royal Ranger program has provided valuable teachings and the ability to lead with a Christlike mind and heart that will undoubtedly have a positive impact on his family, friends, and community; and

**WHEREAS**, the City of Angleton recognizes the remarkable accomplishment of Eli Frankum and his exceptional dedication and commitment to excellence and service;

**NOW, THEREFORE, I, John Wright, Mayor of the City of Angleton, Texas**, along with the City of Angleton City Council, do hereby proclaim that March 26, 2024 is recognized as:

"Eli Frankum Day"

PROCLAIMED this 26<sup>th</sup> day of March, 2024.

CITY OF ANGLETON, TEXAS

John Wright Mayor



### AGENDA ITEM SUMMARY FORM

AGENDA ITEM SECTION:	Consent Agenda
AGENDA CONTENT:	Discussion and possible action to approve the City Council minutes of February 13, 2023, Special Meeting; August 22, 2023, Special Meeting; December 12, 2023; January 9 and 23, 2024.
PREPARED BY:	Michelle Perez
MEETING DATE:	March 26, 2024

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

#### **EXECUTIVE SUMMARY:**

Approval of the City Council minutes of February 13, 2023, Special Meeting; August 22, 2023, Special Meeting; December 12, 2023; January 9 and 23, 2024.

The February and August **regular meeting** minutes were approved but the **special meetings** for February 13 and August 22, 2023 were overlooked and is now being placed on the agenda for approval.

#### **RECOMMENDATION:**

Approve the City Council minutes of February 13, 2023, Special Meeting; August 22, 2023, Special Meeting; December 12, 2023; January 9 and 23, 2024.



#### CITY OF ANGLETON CITY COUNCIL SPECIAL MINUTES 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515 MONDAY, FEBRUARY 13, 2023 AT 6:30 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON MONDAY, FEBRUARY 13, 2023, AT 6:30 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

With a quorum present, Mayor Perez called the Council Meeting to order at 6:35 P.M.

PRESENT Mayor Jason Perez Mayor Pro-Tem John Wright Council Member Cecil Booth Council Member Mark Gongora Council Member Travis Townsend (arrived at 6:43 P.M.) Council Member Christiene Daniel

City Manager Chris Whittaker City Secretary Michelle Perez

#### WORKSHOP

1. Discussion and possible action on the Texas Water Development Board with Freese and Nichols to determine priorities and funding amount for the March 3, 2023, submission deadline.

A PowerPoint presentation was given by Dustin Pope with Freese and Nichols on the water and wastewater infrastructure.

Texas Water Development Board (TWDB) Project Information Forms (PIFs) Selection: 1. Oyster Creek WWTP Rehabilitation \$20.6M 2. Sanitary Sewer Rehab Project \$5M 3. Waterline Replacement Project \$5M 4. Henderson Transmission Line \$3.7M A. Chenango Booster Pump Building & Disinfection Room 5. Lift Station Rehabilitation Package \$2.03M 1. LS #7: \$887k 2. LS #9: \$240k 3. LS #5: \$250k 4. LS #15: \$330k 5. LS #24: \$320k with a total of \$36.33 million.

The next steps are 1. Prepare and submit Project Information Forms (PIFs) to The Texas Water Development Board (TWDB) by March 3, 2023; 2. Update project costs for order of magnitude; 3. Update rate analysis for updated project costs and; 4. Schedule Workshop No. 2 to discuss project selection strategy.

Discussion continued between Council, Staff, Freese and Nichols, HDR and Schneider Electric.

Upon a motion by Mayor Pro-Tem Wright and seconded by Council Member Booth, Council moved to approve Freese and Nichols and the City Manager to submit a Project Information Form (PIF) in the amount of \$40 million with the list of the following projects: Oyster Creek WWTP Rehabilitation, Sanitary Sewer Rehab Project, Waterline replacement Project, Henderson Transmission Line – Chenango Booster Pump Building & Disinfection Room, Lift Station Rehabilitation Package of Lift Station No. 7, 9, 5, 15, and 24. Allowing a little overage of the \$40 million for other projects that may need to be addressed. The motion was approved on a 6-0 vote.

#### **EXECUTIVE SESSION**

The City Council will now convened into executive session at 7:39 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

2. Discussion and possible action on real property, Section 551.072 of the Texas Government Code.

#### **OPEN SESSION**

The City Council adjourned Executive Session and reconvened into Open Session at 8:26 P.M. pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

2. Discussion and possible action on real property, Section 551.072 of the Texas Government Code.

Upon a motion by Mayor Pro-Tem Wright and seconded by Council Member Townsend, Council moved to approve and authorize the City Manager to enter into negotiations for the purchase of real property. The motion was approved on a 6-0 vote.

#### ADJOURNMENT

The meeting was adjourned at 8:27 P.M.

These minutes were approved by Angleton City Council on this the 26<sup>th</sup> day of March, 2024.

CITY OF ANGLETON, TEXAS

John Wright Mayor

Item 3.

#### ATTEST:

Michelle Perez, TRMC City Secretary



#### CITY OF ANGLETON CITY COUNCIL SPECIAL MEETING MINUTES 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515 TUESDAY, AUGUST 22, 2023 AT 5:30 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, AUGUST 22, 2023, AT 5:30 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

With a quorum present, Mayor Wright called the Council Meeting to order at 5:30 P.M.

PRESENT Mayor John Wright Mayor Pro-Tem Travis Townsend Council Member Terry Roberts Council Member Mark Gongora – Arrived at 5:42 P.M. Council Member Christiene Daniel

City Manager Chris Whittaker City Secretary Michelle Perez City Attorney Judith El Masri

ABSENT Council Member Booth

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

#### WORKSHOP

1. Discussion of Rancho Isabella Municipal Utility District Bond Issuance Process and 2023 Financing Timeline.

Jeb Kolby with Concourse Development gave an overview of the construction.

Diana Miller with Schwartz, Page & Harding, L.L.P., addressed Council and spoke regarding the Municipal Utility District financing.

Greg Lentz with Masterson Advisors addressed Council and spoke on the bond issuance process.

#### ADJOURNMENT

The meeting was adjourned at 5:59 P.M.

These minutes were approved by Angleton City Council on this the <u>26</u>th day of <u>March</u>, 2024.

CITY OF ANGLETON, TEXAS

John Wright Mayor

ATTEST

Michelle Perez, TRMC City Secretary



#### CITY OF ANGLETON CITY COUNCIL MINUTES 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515 TUESDAY, DECEMBER 12, 2023 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, DECEMBER 12, 2023, 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

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

PRESENT

Mayor John Wright Mayor Pro-Tem Travis Townsend Council Member Cecil Booth Council Member Mark Gongora Council Member Terry Roberts Council Member Christiene Daniel Council Member Tanner Sartin

City Manager Chris Whittaker City Attorney Judith El Masri City Secretary Michelle Perez

PLEDGE OF ALLEGIANCE

Council Member Roberts led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

Ray Smith addressed Council and presented a plaque to the City of Angleton for hosting the Veterans Day parade.

**CEREMONIAL PRESENTATIONS** 

1. Presentation of an employee service award.

Colleen Martin, Director of Human Resources recognized Sergeant Sidney Slawson for 5 years of service to the City of Angleton. Mr. Slawson was unable to attend the meeting.

2. Presentation of a Certificate of Recognition to Olga Flores.

Colleen Martin, Director of Human Resources presented a Certificate of Recognition to Olga Flores for receiving her Certified Water Professional certification.

#### **EXECUTIVE SESSION**

The City Council held an executive session at 6:09 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

3. Discussion and possible action on Deliberation regarding Consultation with Attorney regarding contemplated litigation, pursuant to Section 551.071 of the Texas Local Government Code. (Case No. D-1-GN-23-007785; The City of Grand Prairie Texas v. The State of Texas)

#### **OPEN SESSION**

The City Council adjourned Executive Session and reconvened into Open Session at 6:44 P.M. pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

#### No action taken.

#### **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.

4. Discussion and possible action to approve the minutes of the Angleton City Council meeting of July 8, 11, and 25; and August 8 and 22, 2023.

Upon a motion by Council Member Roberts and seconded by Council Member Daniel, Council moved to approve Consent Agenda item <u>4</u>. Discussion and possible action to approve the minutes of the Angleton City Council meeting of July 8, 11, and 25; and August 8 and 22, 2023. The motion passed on a 6-0 vote.

#### PUBLIC HEARINGS AND ACTION ITEMS

5. Conduct a public hearing, discussion, and possible action on a request for approval of Ordinance No. 20231212-005-1 amending the City of Angleton Code of Ordinances, Zoning Chapter 28, and Ordinance No. 20231212-005-2 amending Chapter 23- Land Development Code.

Presentation was provided by Otis Spriggs, Director of Development Services.

Public Hearing was left open from the November 14, 2023, Council meeting.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council closed the public hearing at 6:48 P.M. The motion passed on a 6-0 vote.

Upon a motion by Mayor Po-Tem Townsend and seconded by Council Member Roberts, Council moved to approve Ordinance No. 20231212-005-1 amending the City of Angleton Code of Ordinances, Zoning Chapter 28, and Ordinance No. 20231212-005-2 amending Chapter 23- Land Development Code. The motion passed on a 5-1 vote with Council Member Booth opposed.

#### **REGULAR AGENDA**

6. Discussion and possible action to approve the selection of a Construction Manager at Risk in response to RFP No. 2023-09 for the preconstruction and construction services for the new King Municipal Operations Center.

Brent Bowles with iAD Architects, addressed Council and gave a presentation.

Upon a motion by Council Member Roberts and seconded by Council Member Booth, Council approved Teal Construction for the Construction Manager at Risk in response to RFP No. 2023-09 for the preconstruction and construction services for the new King Municipal Operations Center. The motion passed on a 6-0 vote.

7. Discussion and possible action on a request to approve the Final Plat for Mulberry Fields Subdivision, for 41 Single Family lots, 2 reserves, 3 blocks on 13.0044 acres, located on SH 35 and N. Walker St., East of Heritage Ln./Murray Ranch Rd.

Upon a motion by Council Member Booth and seconded by Council Member Sartin, Council approved the Final Plat for Mulberry Fields Subdivision, for 41 Single Family lots, 2 reserves, 3 blocks on 13.0044 acres, located on SH 35 and N. Walker St., East of Heritage Ln./Murray Ranch Rd. The motion passed on a 6-0 vote.

8. Discussion and possible action to approve the Angleton 300 Res Dev LP, and Angleton Stasny Land LP, Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction (ETJ), being a tract containing 303.96 acres of land located in the Andrew Roberts Labor, in Brazoria County, Texas. Pursuant to the provisions of Subchapter D, Chapter 42 of the Texas Local Government Code.

No discussion or action took place.

#### ADJOURNMENT

The meeting was adjourned at <u>7:19</u> P.M.

These minutes were approved by Angleton City Council on this the <u>26</u> day of <u>March</u>, 2024.

John Wright Mayor

ATTEST:

Michelle Perez, TRMC City Secretary



#### CITY OF ANGLETON CITY COUNCIL MINUTES 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515 TUESDAY, JANUARY 9, 2024 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, JANUARY 9, 2024, 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

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

PRESENT Mayor John Wright Mayor Pro-Tem Travis Townsend Council Member Cecil Booth Council Member Mark Gongora Council Member Terry Roberts Council Member Christiene Daniel Council Member Tanner Sartin

City Manager Chris Whittaker City Attorney Judith El Masri Assistant City Secretary Desiree Henson

PLEDGE OF ALLEGIANCE

Mayor Wright led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

Sigfredo Garza, Angleton Citizen, addressed Council and asked why the city has not purchased redaction software for the police bodycam videos. He stated that the City of Angleton has not produced video evidence that he requested due to not having the redaction capabilities and the attorney general has ruled that the City of Angleton can withhold the information due to confidential information in the video other that the requestor's information. He stated he would like the city to purchase the redaction software.

#### **CEREMONIAL PRESENTATIONS**

1. Presentation of employee service awards.

Colleen Martin, Director of Human Resources recognized Terry Harris, Olga Flores, Kenneth Ramos, and Juan Serna for 20 years of service to the City of Angleton. Mr. Ramos and Mr. Serna were unable to attend the meeting.

2. Presentation of a Texas Recreation and Parks Society (East Region) Parks Professional of the Year award.

Megan Mainer, Director of Parks and Recreation presented the Texas Recreation and Parks Society (East Region) Parks Professional of the Year award to Stewart Crouch for his outstanding contributions to the Angleton Parks and Recreation Department, community, and the overall profession.

3. Presentation of Texas Recreation and Parks Society (East Region) Innovation in Park & Recreation Facility Development award for Lakeside Park.

Megan Mainer, Director of Parks and Recreation presented the Texas Recreation and Parks Society (East Region) Innovation in Parks and Recreation Facility Development award to the Angleton Parks and Recreation Department for the development of Lakeside Park.

#### **CONSENT AGENDA**

4. Discussion and possible action on approving an interlocal agreement with Brazoria County for the installation of a gas line and meter for heat in the Hall of Exhibits at the Brazoria County Fairgrounds.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council moved to approve Consent Agenda item <u>4</u>. Discussion and possible action on approving an interlocal agreement with Brazoria County for the installation of a gas line and meter for heat in the Hall of Exhibits at the Brazoria County Fairgrounds. The motion passed on a 6-0 vote.

#### **REGULAR AGENDA**

5. Update, discussion and possible action on the Animal Control Facility by McClemore Luong Architects.

Alec Luong with McLemore Luong presented a PowerPoint presentation update on the Animal Control Facility. Mr. Luong presented Phase 1 with a total construction cost of \$6,126,093 in June 2024 or \$7,284,593 in June 2025. Phase 2 with a total construction cost of \$2,601,455 in June 2024 or \$3,093,414 in June 2025. The combined cost would be \$8,727,548 in June 2024 or \$10,378,007 in June 2025. The strategy to get to the cost of \$4M is to reduce Phase 1 program to support Customer Facing and Adoption Services, reduce pre-engineered metal building (PEMB) shell to only what is necessary in Phase 1, identify what site paving may be removed in lieu of temporary gravel parking, time is of the essence to avoid escalation cost, and avoid making substantive changes to shared systems to avoid additional Phase 2 costs.

There was further discussion between Council, and they discussed that \$4M was still a big dollar amount and would like to hold off on making a decision.

#### No action was taken.

6. Discussion and possible action on approving Ordinance No. 20240109-006 amending the garbage and refuse rate tables in the fee schedule in the consolidated schedule of fees of the code of ordinances of the City of Angleton; revising and providing for an increase in the rates to be charged for solid waste collection by the City of Angleton; providing for repeal of conflicting ordinances; providing a severability clause; providing for an open meetings clause; providing a penalty; and providing an effective date.

Phil Conner, Director of Finance, presented the agenda item and stated that Section IXX Escalation Clause of the Contract with Waste Connections Inc. for garbage and trash collection allows annual increases or decreases based on the Consumer Price Index (CPI-U) and All Urban Consumers, Garbage and Trash Collection with 45-day notice. On November 17, 2023, Waste Connections notified the city it is requesting a 12.9% increase.

Hector Torres, Operations Manager and Zack Ryan, District Manager with Waste Connections addressed council and stated that the 12.9% includes both the CPI and the fuel adjustment and is referenced in the contract.

Mayor Wright asked about recycling and Mr. Ryan stated that the recycling is being dumped and sorted to be transferred 50 minutes north to a recycling facility. Council Member Booth asked how many trucks are contaminated and Mr. Ryan stated 50-70%, and that is not an abnormal percentage.

Mayor Wright asked if there was an option for citizens to voice their feedback. Mr. Torres stated that the Waste Connections website offers an option for citizens to submit a comment or concern.

Upon a motion by Council Member Sartin and seconded by Council Member Booth, Council moved to approve Ordinance No. 20240109-006 amending the garbage and refuse rate tables in the fee schedule in the consolidated schedule of fees of the code of ordinances of the City of Angleton; revising and providing for an increase in the rates to be charged for solid waste collection by the City of Angleton; providing for repeal of conflicting ordinances; providing a severability clause; providing for an open meetings clause; providing a penalty; and providing an effective date. The motion passed on a 6-0 vote.

7. Discussion and possible action on writing off utility accounts that are 3 years or more past due.

Phil Conner, Director of Finance, addressed Council and stated that the City budgets for \$70,000 in write-off debts. Mr. Conner stated as of January 3, 2024, there were \$591,977 in unpaid utility bills over 1 years old, that amount drops to \$489,442 for more

than 2 years old, and \$419,995 for more than 3 years. He stated that the chances of collecting anything from the accounts over 3 years old are very small, however, writing off everything over 3 years old at one time will significantly affect fund balance in the Water Fund. He stated that we can write these unpaid utility bills off in stages so the impact on fund balance is manageable. For example, we can continue budgeting and expensing \$70,000 each year plus an extra \$105,000 each year for the next four years. Mr. Conner stated that a lot of the unpaid utility bills are from the 1990's and would like to get those cleaned up first and work their way up.

There was discussion between Council and council would like to see the dollar amount of debt from the 90's up to 2010 and bring it back to council.

No action was taken.

8. Discussion and possible action on extending the due date on water bills to 30 days.

Phil Conner, Director of Finance, addressed Council and went of the current monthly procedures. All water bills are due by the 20th of the month. Late penalties are posted, late notices are printed and mailed on the 21st of the month. The late bills along with the late penalties are due by the 5th of the following month. If that balance is not paid, cutoff fees are added on the 6th and the accounts are put on the cutoff list. The Utility Billing techs will work the cutoff list starting the 6th through the 13th. During this time, they turn off between 150-200 accounts. About 70% of those customers turned off will be turned back on during this same period because of customers paying their past due balance. The Utility Billing staff runs a follow up list after the cutoff list is completed. Any customers who turned themselves back on without payment will have their meter locked or pulled. A fee is charged for locking or pulling a meter. The customers usually come in and pay. The techs go back out to unlock or reinstall those meters. This is done while doing meter reading and rereads. Routine service orders such as connections and disconnections are handled each day. The meter readers start reading meters for billing between the 14th and 15th of the month depending on how the days in the month fall. At this time Utility Billing cannot complete service orders since it can mess up the reading the techs are pulling in. After all the meter readers have completed their readings, Utility Billing will process the readings. Staff will generate a re-read list. This list is given back out to the meter readers to go out and re-read the meters on the list. This billing process takes about a week to a week and a half to complete. After readings are posted, Utility Billing goes in and finishes the bills. They are posted around the 27th or 29th of the month. The bills get mailed out by the 1st of the next month again, then the bill is due on the 20th. The bills will be finished processing around the 27th. The Utility Billing techs have from then till the 5th to complete any meter change outs or meter malfunctions, that have been backing up during the reading time plus any new ones that come through until cutoffs start again on the 5th.

Mr. Connor discussed the 30-day procedure and stated bills will be due on the 30th with late penalties posting on the 1st of the month and being mailed out that same day. The late bills along with the penalties will be due by the 15th of the month. If the bill is not paid, the account will be put on the cutoff list on the 16th and the cutoff fee will be added

to those accounts. This will have the Utility Billing techs working cutoffs at the same time as they will also be reading meters for the billing process. This will give the customers longer to pay their bills but shortens the time for the meter readers to do the cutoff list, read the meters for the billing process and complete service orders. Cas reads 4 books takes 1 ½ -2 days 321 meters in between doing service orders and getting calls from City Hall & Public Works. Mike reads 4 books takes 1 day 238 meters in between doing service orders and getting calls from City Hall.

Mayor Wright stated he requested this item and is asking to extend the water bill 10 days to give struggling citizens extra time to pay their bill.

Council requested staff to reach out to other cities to see what they are doing and bring back to council with that information and a way to make this work.

#### No action was taken.

9. Discussion and possible action on approving Aqua Metric to complete the final exchange of water meters for the Meter Exchange Project.

#### No discussion or action taken.

10. Discussion and possible action on approving funding for HDR, Inc. to perform a Henderson right-of-way alignment for the Henderson Roadway Project.

John Peterson with HDR addressed Council and stated that the City has expressed a desire to proceed forward with the Henderson Roadway Project. He stated that the first task is to identify a new right-of-way (ROW) alignment that will provide sufficient area for the proposed improvements and limit the amount of required property acquisitions. He stated that a new aliment will be laid out along the Henderson corridor and the proposed improvements that were identified in the traffic and drainage studies prepared by HDR will be included (plan view only) to verify there is sufficient area in the new ROW alignment. He stated that HDR will utilize the previously collected survey information and aerial photographs to assist in this process. He stated that when the alignment is finalized, a list of locations where additional right-of-way is required will be provided and will allow HDR to better define the cost associated with ROW acquisitions. He stated that a separate proposal for right-of-way acquisition will be provided after the areas have been identified. Included is an updated right-of-way acquisition budget with assumption and are as follows: 114 Acquisition Parcels, 3 Relocation Personal Property Parcels, 20 Condemnation through Special Commissioner Hearings Parcels and 1 Jury Trial Parcel.

Upon a motion by Council Member Booth and seconded by Council Member Roberts, Council moved to approve \$225,000 from the general fund for HDR, Inc. to perform a Henderson right-of-way alignment for the Henderson Roadway Project. The motion passed on a 6-0 vote. 11. Discussion and possible action on approving HDR, Inc. to begin an Impact Fee Study upon completion of the Utility Master Plan.

Hector Renteria, Director of Public Works, addressed Council and stated that the City of Angleton is currently working with HDR, Inc. on the Utility Master Plan update and once completed the Impact Fee Study can begin. Capacity Acquisition Fees will be used for this project. There was a total of \$1,000,000 in fees, minus the use of \$247,700 for the Utility Master Plan, and the \$391,517.35 for Meter Exchange Project. This leaves a total amount of \$360,782.65 for this project.

John Peterson with HDR, Inc. addressed Council and stated that the Impact Fee limits the burden on the existing residents in the city and places it back on the developer. Mr. Peterson gave an example and stated if the City's population is growing by 25% and say it's \$1,000,000, without an impact fee the city would have to spread that over the rate base. Which means, the existing 75% of the city population would have to come up with \$750,000 for every 1 million and the new development will only come up with \$250,000. With the impact fee the developer pays %50 upfront and the remaining 50% is split between the 25% and 75% again, the city would pay 75% of the 50% which reduces the burden on the residence to \$375,000 versus the \$750,000.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council moved to approve HDR, Inc. to begin an Impact Fee Study upon completion of the Utility Master Plan.

Amended motion by Mayor Pro-Tem and seconded by Council Member Sartin, not to exceed \$40,000. The motion passed on a 6-0 vote.

#### **EXECUTIVE SESSION**

The City Council **did not** convene executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

12. Discussion and possible action on Deliberation regarding Consultation with Attorney regarding contemplated litigation, pursuant to Section 551.071 of the Texas Local Government Code. (Case No. D-1-GN-23-007785; The City of Grand Prairie Texas v. The State of Texas)

Mayor requested for an item to begin being added to the agenda to hear from Council on what they would like to see on the next agenda.

#### ADJOURNMENT

The meeting was adjourned at 8:15 P.M.

These minutes were approved by Angleton City Council on this the <u>26</u> day of <u>March</u>, 2024.

#### CITY OF ANGLETON, TEXAS

John Wright Mayor

ATTEST:

Michelle Perez, TRMC City Secretary



#### CITY OF ANGLETON CITY COUNCIL MINUTES 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515 TUESDAY, JANUARY 23, 2024 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, JANUARY 23, 2024, 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

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

PRESENT Mayor John Wright Mayor Pro-Tem Travis Townsend Council Member Cecil Booth Council Member Mark Gongora Council Member Terry Roberts Council Member Christiene Daniel Council Member Tanner Sartin

City Manager Chris Whittaker City Attorney Judith El Masri Assistant City Secretary Desiree Henson

PLEDGE OF ALLEGIANCE

Council Member Roberts led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

#### **CONSENT AGENDA**

- 1. Discussion and possible action on approving Resolution No. 20240123-001 amending the Procurement Policy, establishing procedures for Federal Grants.
- 2. Discussion and possible action on approving Resolution No. 20240123-002 on authorizing the submission of a General Victim Assistance Grant to the Office of the

Governor, Criminal Justice Division, to fund a Crime Victim Assistance Program in the Police Department.

3. Discussion and possible action on approving the September 12, September 19, September 26, October 10 and October 24, 2023, City Council meeting minutes.

Upon a motion by Council Member Townsend and seconded by Council Member Daniel, Council moved to approve consent agenda items: <u>1</u>. Discussion and possible action on approving Resolution No. 20240123-001 amending the Procurement Policy, establishing procedures for Federal Grants <u>2</u>. Discussion and possible action on approving Resolution No. 20240123-002 on authorizing the submission of a General Victim Assistance Grant to the Office of the Governor, Criminal Justice Division, to fund a Crime Victim Assistance Program in the Police Department. <u>3</u>. Discussion and possible action on approving the September 12, September 19, September 26, October 10 and October 24, 2023, City Council meeting minutes. The motion passed on a 6-0.

#### **REGULAR AGENDA**

4. Discussion and possible action on approving the 2024 Athletic Sports Association agreement and Athletic Complex Maintenance Standards and authorize the City Manager to execute the agreement.

Megan Mainer, Director of Parks and Recreation presented the item.

Upon a motion by Council Member Townsend and seconded by Council Member Roberts, Council moved to approve the 2024 Athletic Sports Association agreement and Athletic Complex Maintenance Standards and authorize the City Manager to execute the agreement. The motion passed on a 6-0 vote.

5. Update, discussion, and possible action on the City Hall Annex.

John Deptuch, Safety and Facilities Coordinator presented a PowerPoint presentation to Council and presented the floor plan that is divided into 3 spaces that consist of City personnel space and 2 lease spaces. The cost of the remodel for the lease side space totals \$99,565 and the city personnel side will cost \$444,615.

Chris Whittaker, City Manager, proposed three options for funding. He suggested to pay out of the current bond, add to the next bond or take funds from the utility and general fund and preserve the current bond.

Council gave the direction to staff to use \$300,000 out of the current bond for streets and put it back in for streets with the new bond.

6. Discussion and possible action on approving Aqua-Metric to complete the Advanced Metering Infrastructure (AMI) water meter project.

Hector Renteria, Director of Public Works, addressed Council and stated The City of Angleton needs to complete the final exchange of water meters across the city. This project will conclude the city-wide Advanced Metering Infrastructure (AMI) water meter upgrades. This project will consist of a survey of the remaining meters to be changed initially and then the exchange of each meter to an AMI meter. Aqua-Metric is the sole source for the Sensus brand of meters and the expenditure for the meters is exempt from Texas Local Government Code 252.022 Municipal Procurement Requirements. There was a total of \$1,000,000 in fees, minus the use of \$247,700 for the Utility Master Plan, and the Impact Fee Study of \$40,000. This leaves \$712,300 for use on this project for funding.

Irene Mathis with Aqua-Metric, Mr. Renteria, and Council discussed giving residents at least a day prior notice before exchanging the meters on their property.

Upon a motion by Council Member Roberts to approve Aqua-Metric to complete the Advanced Metering Infrastructure (AMI) water meter project.

An amended motion by Council Member Roberts and seconded by Council Member Booth, Council moved to approve Aqua-Metric to complete the Advanced Metering Infrastructure (AMI) water meter project and will be funded by capacity acquisition fees. The motion passed on a 6-0 vote.

7. Discussion and possible action on projects to be included in the 2024 Certificates of Obligation.

Phil Conner, Director of Finance, addressed Council and presented the projects for the 2024 Certificates of Obligation that are Henderson Road (to begin at the east end), Downtown Project (\$1,5000,000), Police Department expansion (\$2,000,000), Animal Shelter expansion (\$1,5000,000), sidewalks, and streets (Dwyer St., Gifford, and Cemetery).

Mr. Connor stated Staff has identified an alternative financing source – Texas Department of Transportation (TxDOT) State Infrastructure Bank (SIB), which could be used to pay for the City's portion of the Downtown Project and Henderson Road. The SIB program is used to help fund eligible transportation projects. Mr. Connor introduced Dallas Teston, State Infrastructure Bank Program Lead with Texas Department of Transportation. Mr. Teston gave a PowerPoint presentation on the TxDOT State Infrastructure Bank loans, eligibility, interest fees, low cost of borrowing, repayment terms, and the process.

Council gave direction for a \$10,300,000 bond with \$5,300,000 to be assigned to streets and \$5,000,000 for the current listed amounts above.

8. Discussion and possible action on approving Resolution No. 20240123-008; resolution by the City Council of the City of Angleton, Texas, authorizing publication of Notice of Intention to Issue Certificates of Obligation; and approving other matters incidental thereto.

Megan Mainer, Director of Parks and Recreation, addressed Council and stated the City Council of the City of Angleton, Texas is considering the issuance of a series of certificates of obligation to fund all or any part of the costs associated with 1. The construction, acquisition, renovation and improvement of City-owned parks and recreational facilities within the City, including the Angleton Recreation Center, Abigail Arias Park, Freedom Park and BG Peck Soccer Complex; 2. The construction of drainage improvements, and 3. The costs of professional services related thereto in conjunction with the Angleton Better Living Corporation (the ABLC). It is the City's intent that the debt service on the proposed certificates of obligation will be paid from funds provided by the ABLC under a contract with the City. If the resolution is approved by City Council, the City Secretary will publish and post in the manner required by law Exhibit A enclosed, notice of the City's intention to issue the Certificates. If the resolution is approved by City Council, the Notice shall be published once a week for two (2) consecutive weeks in a newspaper that is of general circulation in the City, the date of the first publication to be before the 45th day before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City's website for at least 45 days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. The determination as to the approval of the sale of the Certificates of Obligation would take place at a meeting to be held on March 12, 2024. For the purposes of the Notice, the resolution designates as self-supporting those public securities listed in the attached Exhibit B enclosed, the debt service on which the City currently pays from sources other than ad valorem tax collections. 109 Item 8. The resolution also contains findings and determinations that serve as the City's official declaration of intent under federal tax law to reimburse itself from proceeds of the Certificates in the maximum principal amount and for expenditures paid in connection with the projects, each as set forth in Exhibit A. If the resolution is approved by City Council, the City's financial advisor, Hilltop Securities Inc., and bond counsel, Bracewell LLP, will be authorized and directed to proceed with the necessary arrangements for the sale of the Certificates. It further authorizes the preparation and distribution of a Preliminary Official Statement and Notice of Sale relating to the Certificates and authorizes the Mayor, City Manager, or Finance Director to approve the final form of and deem final the Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 of the United States Securities and Exchange Commission.

Jonathan Frels, Bond Counsel with Bracewell presented information on the timeline of the certificate of obligation.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council moved to approve Resolution No. 20240123-008; resolution by the City Council of the City of Angleton, Texas, authorizing publication of Notice of Intention to Issue Certificates of Obligation; and approving other matters incidental thereto. The motion passed on a 6-0 vote. 9. Discussion, and possible action on selecting a date and time for the 2024 Council Strategic Planning Workshop.

Chris Whittaker, City Manager, presented the item on behalf of Otis Spriggs, Director of Development Services. Council gave direction to hold the 2024 Council Strategic Planning Workshop.

Council gave direction to hold the Strategic Planning Meeting on a Friday of the  $3^{rd}$  or  $4^{th}$  week of July.

#### **EXECUTIVE SESSION**

The City Council convened into executive session at 8:51 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

- 10. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Presiding Associate Municipal Court Judge).
- 11. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Tax Increment Reinvestment Zone No. 2 Board of Directors)

#### **OPEN SESSION**

The City Council adjourned Executive Session and reconvened into Open Session at 9:18 P.M. pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

10. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Presiding Associate Municipal Court Judge).

# Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin to give the Presiding Associate Municipal Court Judge a 3% increase in pay. The motion passed on a 6-0 vote.

11. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Tax Increment Reinvestment Zone No. 2 Board of Directors)

#### No action was taken.

#### ADJOURNMENT

The meeting was adjourned at 9:19 P.M.

These minutes were approved by Angleton City Council on this the <u>26</u> day of March, 2024.

CITY OF ANGLETON, TEXAS

John Wright Mayor

ATTEST:

Michelle Perez, TRMC City Secretary



## AGENDA ITEM SUMMARY FORM

MEETING DATE: March 26, 2024

PREPARED BY: Chris Whittaker

AGENDA CONTENT:

Discussion and possible action to approve Resolution No. 20240326-004 suspending the effective date for ninety days in connection with the rate increase filing made on or about March 6, 2024, by Centerpoint Energy Houston Electric LLC; authorizing the City's continued participation in a coalition of cities known as the "Texas Coast Utilities Coalition of Cities;".

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

**EXECUTIVE SUMMARY:** 

ACTION TO SUSPEND THE EFFECTIVE DATE PROPOSED BY CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC ("CEHE") FOR 90 DAYS IN ITS APPLICATION TO INCREASE RATES; AUTHORIZING THE CITY'S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "TEXAS COAST UTILTIES COALITION OF CITIES;" AUTHORIZING PARTICIPATION IN PROCEEDINGS AT THE PUBLIC UTILITY COMMISSION OF TEXAS; AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES; AND REQUIRING CEHE TO PROVIDE PROOF OF PUBLICATION OF NOTICE

#### **BACKGROUND**

On March 6, 2024, CenterPoint Energy Houston Electric, LLC ("CEHE") filed an application to increase its retail rates by approximately \$60 million in annual revenue, or 2.6% in comparison to current retail revenues. The increase of \$60 million is comprised of an increase of about \$17 million for retail customers and about \$43 million for wholesale transmission customers.

CEHE requests that its rates become effective on April 10, 2024. This is CEHE's first comprehensive base rate proceeding since about April, 2019.

Also, the increase CEHE presents in its application is above recent increases in rates CEHE has implemented through its "DCRF" (Distribution Cost Recovery Factor), and its "TEEEF" (Temporary Emergency Electric Energy Facilities), better known as "mobile generation" batteries. Combined, since April, 2022, through its DCRF and TEEEF rate mechanisms CEHE has increased its revenue by approximately \$412.7 million. Thus, looking only at CEHE's proposed increase in revenues in its just-filed application would not present the full picture of increases in CEHE's rates.

Further, the investments in distribution facilities CEHE has made since April, 2022, are subject to review for "prudence" in this proceeding. So, at issue in the pending case are CEHE's combined increases in revenue totaling about \$472.7 million.

#### **<u>CITY JURISDICTION TO SET CEHE's RATES</u>:**

Municipalities have exclusive, original jurisdiction over an electric utility's rates, services, and operations within a city's boundaries. This means that for a utility like CEHE to change its rates it must seek approval to do so from the city in which it provides its service. Even if a city has ceded its jurisdiction to the Public Utility Commission of Texas ("PUCT"), a city nonetheless has the statutory right to participate in rate proceedings before the PUCT.

#### TEXAS COAST UTLITIES COALITION ("TCUC")

In prior rate cases filed by CEHE, the City has acted in concert with other similarly situated cities and undertaken its review of CEHE's rate applications as part of a coalition of cities known as the Texas Coast Utilities Coalition ("TCUC"). TCUC was organized by a number of municipalities served by TCUC and the City has participated through TCUC in rate proceedings involving TCUC.

In CEHE's prior general rate case submitted in April, 2019, in Docket No. 49421 before the Public Utility Commission of Texas ("PUCT"), CEHE requested an increase of about \$154.6 million and the PUCT approved an increase of \$13 million. The material reduction in CEHE's proposed increase in rates is in large part due to the City's participation in TCUC and coordination with other cities and their review of CEHE's application.

#### **BASIS FOR CEHE's REQUEST:**

CEHE asserts as the main drivers of the need for an increase, the following:

- The addition of about \$6.0 billion in distribution and transmission investment since CEHE's last rate case in 2019 and related operations and maintenance expense increases;
- Year-over-year customer growth of about 2%, adding about 300,000 new customers;
- Recovery of expenses related to what CEHE refers to as "resiliency and reliability" improvements to respond to severe weather and modernization of the transmission grid;
- Update CEHE's discretionary service charges to reflect current costs.

CEHE proposes to allocate the increase of \$60 million among the customer classes as follows:

	Present Revenues	Proposed Revenues	Change	Percent Change
--	---------------------	----------------------	--------	-------------------

Residential	\$901,815,248	\$975,768,614	\$73,953,366	8.2%
Secondary = 10 kva</th <th>\$25,410,421</th> <th>\$24,178,448</th> <th>-\$1,231,973</th> <th>-4.8%</th>	\$25,410,421	\$24,178,448	-\$1,231,973	-4.8%
Secondary > 10 kva	\$578,913,742	\$520,202,246	-\$58,711,496	-10.1%
Primary	\$41,515,394	\$48,954,335	\$7,438,941	17.9%
Transmission	\$27,090,086	\$24,523,576	-\$2,566,510	-9.5%
Misc. Lighting	\$5,783,740	\$3,077,136	-\$2,706,604	-46.8%
Lighting	\$70,568,628	\$71,339,336	\$770,708	1.1%
<b>Retail Electric Delivery Revenues</b>	\$1,651,097,259	\$1,668,043,691	\$16,946,432	1.0%
Wholesale Transmission Revenue	\$654,236,818	\$697,326,740	\$43,089,922	6.6%
Total Cost of Service	\$2,305,334,077	\$2,365,370,431	\$60,036,354	2.6%

#### **BILL IMPACT:**

Based on CEHE's application, the estimated impact of CEHE's proposed increase on a residential customer's bill consuming 1000 kWh per month, related to the \$60 million, is as follows:

	Current Bill	Proposed Bill	\$ Increase	% Increase
	(CEHE Charges	(CEHE Charges	(CEHE Charges	(CEHE Charges
Usage	Only)	Only)	Only)	Only)
1000 kWh	\$54.70	\$55.95	\$1.25	2.3%

The increase shown in the table above is in addition to the increases related to CEHE's increases under its DCRF and TEEEF tariffs, which equate to about \$10.00 per month for a residential customer.

Because a customer's bill also includes charges assessed by the customer's Retail Electric Provider (REP) to account for generation and retail activity costs, in addition to the transmission and distribution service costs assessed by CEHE, the full effect on a customer's bill, after accounting for these other charges, is shown in the table below:<sup>1</sup>

Usage	Current Bill	Proposed Bill	\$ Increase	\$ Increase
	(All REP	(All REP	(All REP	(All REP
	Charges)	Charges)	Charges)	Charges)
1000 kWh	\$176.69	\$177.94	\$1.25	1%

#### **REPRESENTATION AND PARTICIPATION IN TCUC**

In prior rate proceedings initiated by CEHE, the law firm of Herrera Law & Associates, PLLC has represented the City and its participation in the coalition of cities named the "Texas Coast Utilities Coalition of Cities" ("TCUC"), including CEHE's most recent rate cases seeking a changes in its DCRF

<sup>&</sup>lt;sup>1</sup> The "All REP Charges" amounts incorporate CEHE's assessment of the average annual REP billing rate as of December 2023.

and TEEEF filings. The accompanying Resolution authorizes retention of Herrera Law & Associates as Special Counsel and the City's continued participation in the TCUC coalition.

#### **INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS**

CEHE filed its Statement of Intent to raise rates with the City and with the Public Utility Commission of Texas on the same date, March 6, 2024. It is important to participate in these proceedings because the Commission's decisions could impact rates within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Commission as well as any appeals taken from the Commission's decision.

#### **RATE CASE EXPENSES**

As part of TCUC, the City's reasonable rate case expenses are subject to reimbursement by the Company. The Resolution directs CEHE to reimburse the TCUC cities' expenses on a monthly basis and delegates to the City Manager, or the City Attorney, or his/her designee, review of invoices for rate case expenses.

#### **NOTICE**

CEHE is required to provide notice of its rate increase application. The resolution that accompanies this agenda information sheet requires that CEHE provide proof that CEHE has published notice as required by state law.

#### **RECOMMENDATION:**

#### SUSPEND PROPOSED EFFECTIVE DATE FOR THE PERIOD ALLOWED BY LAW

CEHE's rate-filing package presents a complex set of ratemaking issues. Moreover, given the volume of data presented in CEHE's application, TCUC's lawyers and consultants cannot reasonably conclude their review and analysis of CEHE's filing prior to its proposed effective date of April 10, 2024. Therefore, TCUC's Special Counsel recommends that the City suspend CEHE's proposed effective date for its rate increase for the period allowed by law. The standard period of suspension is 90 days beyond CEHE's proposed effective date of April 10, 2024.

## The City must take action by no later than April 10, 2024 to suspend CEHE's proposed effective date to July 9, 2024.

Also, should CEHE's published notice or its application be found deficient, or should CEHE agree to extend its proposed effective date, then CEHE's proposed effective date would change as would the period of suspension.

Because it is recommended that the City *suspend* CEHE's proposed effective date, the City will need to take separate and final action on CEHE's proposed increase at a future date and no later than July 9, 2024.

#### **RESOLUTION NO. 20240326-XXX**

**RESOLUTION BY THE CITY OF ANGLETON. TEXAS ("CITY") SUSPENDING THE EFFECTIVE** DATE FOR NINETY DAYS IN CONNECTION WITH THE RATE INCREASE FILING MADE ON OR ABOUT MARCH 6, 2024, BY CENTERPOINT **HOUSTON ELECTRIC ENERGY** LLC: THE CITY'S AUTHORIZING CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "TEXAS COAST UTILITIES COALITION OF CITIES;" **AUTHORIZING** PARTICIPATION IN PROCEEDINGS AT THE PUBLIC UTILITY COMMISSION OF TEXAS; **AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; REQUIRING REIMBURSEMENT** OF REASONABLE LEGAL AND CONSULTANT EXPENSES; REQUIRING PROOF OF NOTICE; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

**WHEREAS**, CenterPoint Energy Houston Electric ("CEHE" or "Company") filed a Statement of Intent with the City on or about March 6, 2024, to change its rates within the corporate limits of this municipality, specifically to increase its annual revenue for its retail transmission and distribution services by approximately \$60 million, comprised of an increase of about \$17 million for its retail customers and about \$43 million for its wholesale transmission customers; and

**WHEREAS**, the City is a regulatory authority under the Public Utility Regulatory Act ("PURA") and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over CEHE's rates, operations, and services within the municipality; and

**WHEREAS**, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating CEHE's rate request and its changes in tariffs it is prudent to coordinate the City's efforts with a coalition of similarly situated municipalities; and

**WHEREAS**, the City, in matters regarding applications by CEHE to change rates, has in the past joined with other local regulatory authorities to form an alliance of cities known as Texas Coast Utilities Coalition ("TCUC"), and hereby continues its participation in TCUC; and

WHEREAS, in CEHE's prior general rate case submitted in April, 2019, in Docket No. 49421 before the Public Utility Commission of Texas ("PUCT"), CEHE requested an

increase of about \$154.6 million and the PUCT approved an increase of about \$13 million in large part due to the City's participation in TCUC and coordination with other cities and their review of CEHE's application; and

**WHEREAS**, CEHE's rate request consists of a voluminous amount of information including CEHE's rate-filing package, exhibits, schedules, and workpapers; and

**WHEREAS**, CEHE's rate application is the Company's first general rate case since about April, 2019; and

WHEREAS, CEHE proposed April 10, 2024, as the effective date for its requested increase in rates; and

**WHEREAS**, it is not reasonably possible for the City to complete its review of CEHE's filing by April 10, 2024; and

**WHEREAS**, the City will need an adequate amount of time to review and evaluate CEHE's rate application to enable the City to adopt a final decision as a local regulatory authority with regard to CEHE's requested rate increase; and

**WHEREAS**, the City will require the assistance of specialized legal counsel and rate experts to review the merits of CEHE's application to increase rates; and

**WHEREAS,** CEHE submitted a corresponding application with the Public Utility Commission of Texas on the same date as it filed its application with the City and the Public Utility Commission's decision could have a direct impact on the City and its citizens who are customers of CEHE and in order for the City's participation to be meaningful it is important that the City intervene in any such proceedings at the Public Utility Commission related to CEHE's application to increase rates, including any appeals taken from the Commission's final order.

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

**<u>SECTION 1</u>**. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

**SECTION 2.** CEHE's proposed effective date for its proposed increase in rates is hereby **SUSPENDED** for ninety days beyond April 10, 2024.

<u>SECTION 3</u>. The statutory suspension period may be further extended if CEHE does not provide proper public notice of its request to increase rates, its rate-filing package is materially deficient, or by agreement.

**<u>SECTION 4</u>**. The City shall continue to participate in a coalition of cities known as the Texas Coast Utilities Coalition of Cities ("TCUC"), and authorizes intervention in

proceedings related to CEHE's Statement of Intent before the Public Utility Commission of Texas and related proceedings in courts of law; and

**SECTION 5.** The City hereby orders CEHE to reimburse the City's rate case expenses consistent with the Public Utility Regulatory Act and that CEHE shall do so on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities related to this rate review or related to proceedings involving CEHE before the City, the Public Utility Commission of Texas, or any court of law.

**SECTION 6.** Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving CEHE before the City, the Public Utility Commission of Texas, or any court of law, and to retain such experts as may be reasonably necessary for review of CEHE's rate application subject to approval by the steering committee of the TCUC.

<u>SECTION 7</u>. The City, in coordination with the TCUC Steering Committee, delegates to the City Manager and/or the City Attorney, or designee of such office, review of the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to CEHE for reimbursement.

**SECTION 8.** A copy of this resolution shall be sent to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, P.O. Box 302799, Austin, Texas 78703, and a courtesy copy to Ms. Denise Gaw, Regulatory Manager, CenterPoint Energy, 1111 Louisiana Street, Houston, Texas 77002.

**SECTION 9.** The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**<u>SECTION 10</u>**. This resolution supersedes any prior inconsistent or conflicting resolution or ordinance.

**<u>SECTION 11</u>**. This resolution shall become effective from and after its passage.

#### {SIGNATURE PAGE TO FOLLOW}

### **PASSED AND APPROVED** this 26<sup>th</sup> day of March, 2024.

#### CITY OF ANGLETON, TEXAS

John Wright Mayor

ATTEST:

Michelle Perez, TRMC City Secretary



### AGENDA SUMMARY/STAFF REPORT

MEETING DATE: PREPARED BY:	March 26, 2024 Otis T. Spriggs, AICP, Director of Development Services
AGENDA CONTENT:	Conduct a public hearing, discussion, and take possible action on an Ordinance approving a request to modify an existing Specific Use Permit within a Single-family Residential 7.2 District (SF-7.2) to allow for the installation of a proposed eighteen (18') foot tall acoustic fence to reduce noise, located at Gambit Energy Storage Park, 319 Murray Ranch Rd., Angleton, Brazoria County, Texas.
AGENDA ITEM SECTION:	Public Hearing and Action Item

**BUDGETED AMOUNT: N/A** 

FUNDS REQUESTED: N/A

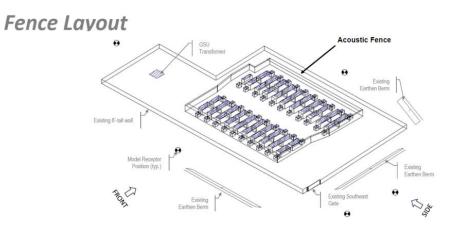
FUND: N/A

**EXECUTIVE SUMMARY:** Keith Merkel, Applicant and Agent for Gambit Energy Storage, LLC, is requesting consideration of a request to modify an existing Specific Use Permit within a Single-Family Residential 7.2 District (SF-7.2) to allow for the installation of a proposed eighteen (18') foot tall acoustic fence to reduce noise levels and operate lawfully during special circumstances of extreme temperature and emergency situations at the existing energy storage park.

#### **PROPOSAL:**

The application is requesting a modification of the approved Specific Use Permit, under Ordinance No. 20200114-004 adopted on January 14, 2020, by City Council allowing for the construction and operation of an energy storage park (ESS) and necessary substation equipment for the storage of electrical energy located at Property ID No. 570367.

Since that time, the Applicant has realized that, on a limited number of days a year, extreme high temperatures require greater fan speeds to operate ESS cooling systems. Maintaining the cooling systems is critical to supplying safe and reliable electricity to the electrical grid. Following some of those high temperature days, a few neighbors contacted the Applicant regarding fan speed noise levels. While it believes the ESS complies with its Specific Use Permit conditions, the Applicant wants to be a good neighbor and address its neighbors' concerns. Therefore, the Applicant proactively worked with a sound engineer to design an acoustic fence, to be constructed around the ESS equipment, which will reduce fan related noise levels. Details are provided below and in Attachment "C":





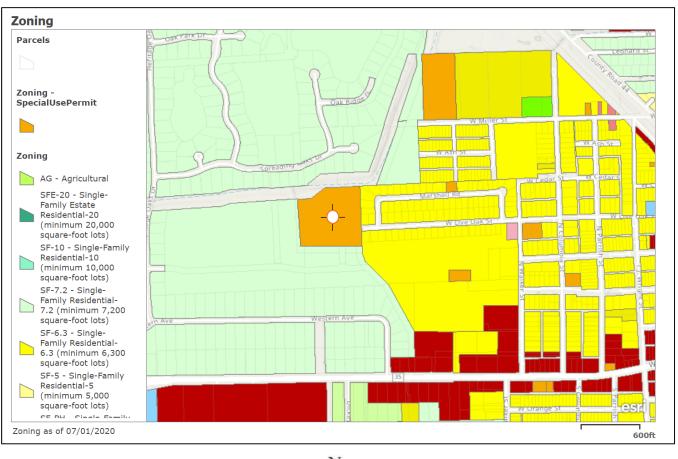


Pursuant to Section 23-102 of the City of Angleton's Code of Ordinances (the "Code"), the applicant requests the following revisions to two of the existing Specific Use Permit conditions so that it can construct a proposed eighteen (18') foot tall acoustic fence to reduce noise levels to operate lawfully during special circumstances of extreme temperature and emergency situations:

**Condition D**: "The height of any structure, lighting, and container should be no greater than 10 feet from the foundations outside the project substation, except for a wall constructed to reduce sound emitted from the energy storage park which is permitted to be greater than 10 feet...." (bold and underlined language is proposed); and

**Condition F:** "... The sound level emitted from the energy storage park shall be no louder than the average ambient noise level prior to the installation of the project, as measured at 100 feet outside the parcel boundary and the nearest existing receptor, except during emergency situations, days of extreme temperature or when required to keep the energy storage park operating safely.

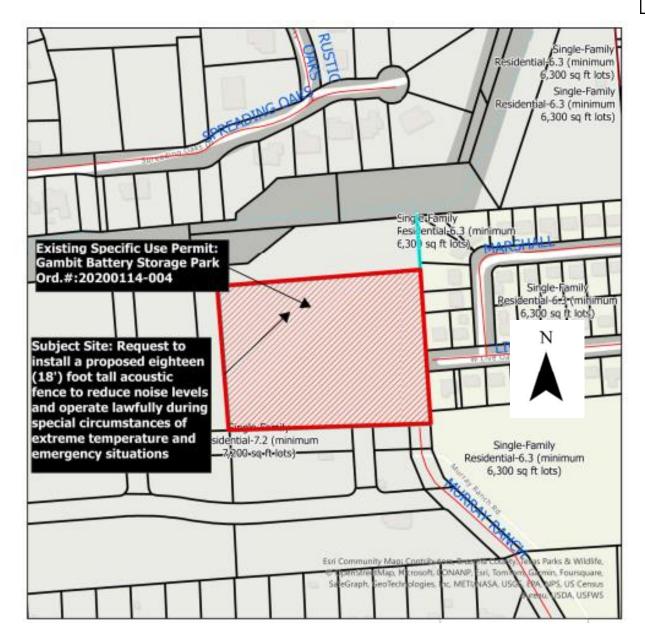
#### **ZONING MAP**





#### SURROUNDING CONDITIONS:

Location	Current Use	Zoning Classification/Use
North	Residential	SF 7.2 Single Family District
South	Residential	SF 7.2 Single Family District
West	Residential	SF 7.2 Single Family District
East	Residential	SF 6.3 Single Family District



VICINITY MAP



AERIAL MAP

## Site Photographs





#### STAFF ANALYSIS:

This request is not to consider the use of the property from a permissive standpoint; Ordinance 20200114-004 lays out the provisions of said approval, as approved on January 14, 2020. Outside of the project substation foundation area, the height limitation was defined to 10 ft. for any structure, lighting, or container; however, a maximum height of 70 ft. was allowed for a dead-end tower to interconnect with TNMP as well as a 40 ft. height limit for all other equipment within the project substation.

The ambient sound levels prior to the development were used to develop a plan moving forward on any sound attenuation methods. An 8 ft. masonry wall at the perimeter along with landscaping and berms were originally implemented on the project as a result.

Due to the region's extreme temperatures during the summer, the applicant hopes to address the additional noise generated from the cooling fans by installing the proposed 18 ft. acoustic fence.

#### **Public Notification**

Staff sent public notices to the local newspaper and to the property owners within 200 feet of the subject property under consideration for the SUP modification request.

#### Planning and Zoning Commission Meeting Held on Thursday, March 7, 2024

The Planning and Zoning Commission approved the SUP modification and forwards the request to City Council for final action, for the 18-ft. sound wall/fence conditioned that the sound level emitted from the energy storage facility shall be no louder than the ambient noise level prior to the installation of the project at 100 feet outside of the parcel boundary and the nearest existing receptor except under ERCOT declared emergency requesting additional resources and that the City's adopted ordinances and state law be fully complied with. *The vote was (4-0) to approve. (See the draft minutes, Attachment 1).* 

#### **Recommended Action:**

The Planning and Zoning Commission adopts this Final Report and forwards it to City Council with a positive recommendation of an Ordinance approving this Specific Use Permit (S.U.P.), Ordinance site plan modification, allowing for the installation of an 18 ft. acoustical fence for the battery storage park subject to final legal review, under the condition that the sound level emitted from the energy storage facility shall be no louder than the ambient noise level prior to the installation of the project at 100 feet outside of the parcel boundary and the nearest existing receptor except under ERCOT declared emergency requesting additional resources and that the City's adopted ordinances and state law be fully complied with.

#### **ORDINANCE NO. 20240326-005**

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING A SITE PLAN MODIFICATION OF SPECIFIC USE PERMIT TO ALLOW FOR THE INSTALLATION OF AN 18-FT. ACCOUSTIC FENCE THE GAMBIT ENERGY STORAGE PARK; PROVIDING A SEVERABILITY CLAUSE; AN EFFECTIVE DATE, AND FINDINGS OF FACT.

WHEREAS, On March 7, 2024, the City of Angleton Planning & Zoning Commission held a public hearing to consider a modification of a Special Use Permit (SUP), submitted by, Gambit Energy Storage, LLC to allow for the installation of a proposed eighteen (18') foot tall acoustic fence at an existing energy storage park on an approximately 7.7 acre parcel identified by Property ID 570367, located at 319 Murray Ranch Rd., Angleton, Texas; and

**WHEREAS,** on March 7, 2024, the City of Angleton Planning & Zoning Commission, after conducting a public hearing, discussed and considered the written recommendation of staff, responses to questions of the applicant regarding the proposed modification, construction and operation of an acoustic fence at the energy storage park; and

WHEREAS, on March 26, 2024, the City of Angleton City Council conducted a public hearing, discussed, and considered the written recommendation of staff and the final report of the Planning and Zoning Commission, and responses to questions of the applicant regarding the existing Gambit Energy Storage Park at 319 Murray Ranch Rd, Angleton, Texas; and

**WHEREAS,** the City considered the factors and provisions set forth in the City of Angleton Code of Ordinances, Chapter 13, Sec. 13-171-Noise, Section 28-107, Performance Standards, (a)(1)(2)g. Noise, Chapter 28 Zoning, Sec. 28-63 Specific Use Permits, and considered the modification of a Special Use Permit (SUP), submitted by Gambit Energy Storage, LLC to allow for the installation of a proposed eighteen (18') foot tall acoustic fence to reduce noise levels and operate lawfully during special circumstances of extreme temperature and emergency situations at an existing energy storage park on an approximately 7.7 acre parcel identified by Property ID 570367, located at 319 Murray Ranch Rd., Angleton, Texas with a base zoning of Single-family residential 7.2 District (SF-7.2); and

**WHEREAS,** the City Council desires to grant the site plan modification of a Specific Use Permit (SUP) submitted by Gambit Energy Storage, LLC to allow for the installation of a proposed eighteen (18') foot tall acoustic fence to reduce noise levels and operate lawfully during special circumstances of extreme temperature and emergency situations at an existing energy storage park set forth in the Planning &

Zoning written recommendation and the attached site plan (Attachment B);

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

**SECTION 1.** That 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.** City Council approves the Specific Use Permit in accordance with City of Angleton Code of Ordinances Sec. 28-63, Specific Use Permits (SUP), subject to the following conditions:

1: The height of the proposed eighteen tall acoustic fence shall not exceed eighteen (18') feet. All applicable and required building permits shall be applied for and obtained by the applicant.

2: The sound level emitted from the energy storage facility shall be no louder than the ambient noise level prior to the installation of the project at 100 feet outside of the parcel boundary and the nearest existing receptor except under ERCOT declared emergency requesting additional resources and that the City's adopted noise ordinances in Chapter 13 and State law be fully complied with.

3. All other conditions set forth by Ordinance No. 20200114-004 adopted on January 14, 2020, shall remain in full force.

**SECTION 3.** *Repeal.* 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 4.** Severability. 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 one or more parts.

**<u>SECTION 5.</u>** *Effective date.* That this Ordinance shall be effective and in full force immediately upon its adoption.

**SECTION 6.** Proper Notice & Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and

48

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 26<sup>TH</sup> DAY OF MARCH, 2024.

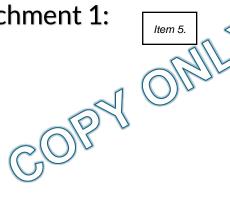
CITY OF ANGLETON, TEXAS

John Wright Mayor

ATTEST:

Michelle Perez, TRMC City Secretary

### Attachment 1:



### PLANNING AND ZONING COMMISSION MEETING **RECORD OF PROCEEDINGS**

THURSDAY, MARCH 7, 2024 AT 12:00 PM

#### 1. DECLARATION OF A QUORUM AND CALL TO ORDE L CALI

Chairman Bill Garwood introduced and welcon a new Commission Member Andrew Heston to the Planning and Zoning Commission. Commission Member Andrew Heston was sworn in right before this meeting began.

Present were: Chair William Garwood, Commission Member Andrew Heston, Commission Member Will Clark, and Commission Member Deborah Spoor.

Absent were: Commission Member Regina Bieri, Commission Member Michelle Townsend, and Commission Member Ellen Eby.

#### 2. Discussion and possible action on the February 1, 2024 meeting minutes for the Planning and Zoning Commission.

Planning Commission Action: Motion was made by Commission Member Will Clark and the second by Commission Member Deborah Spoor to approve the minutes. There was no further discussion.

**Roll Call Vote:** All Ayes. Motion carried unanimously; the minutes were approved.

3. Conduct a public hearing, discussion, and take possible action on an Ordinance approving a request to modify an existing Specific Use Permit within a Single-family Residential 7.2 District (SF-7.2) to allow for the installation of a proposed eighteen (18') foot tall acoustic fence to reduce noise levels and operate lawfully during special circumstances of extreme temperature and emergency situations at an existing energy storage park on a 7.7 acre parcel identified by Property ID 570367, located at 319 Murray Ranch Rd., Angleton, Brazoria County, Texas.

**D.S. Director Otis Spriggs** presented the Staff report findings, noting that this is a request for a specific use permit modification to allow for a proposed acoustic fence as described. The applicant will provide you with detailed information about the 18ft. fence along with the reason any extra measures they're taking regarding sound generated for the Gambit Battery Storage Park, which is within the SUP Zoning District.

**Mr. Spriggs** added that the applicant will be Illustrating a possible fix to some of the noise issues raised by some of the residents, as experienced during high temperatures during the summer months. Today we'll only discuss the modification to add the fence. The actual use of the property is under an SUP permit. We notified everyone within 200 feet of the property and posted notice in the local newspaper as required. There are a couple of proposed conditions that are in the proposed drafted ordinance in which we'll discuss later. Other than that, this is a public hearing, and staff is reporting this to you so that you can gain public input and answer any possible questions and make a recommendation to City Council with thumbs up or thumbs down on the proposed 18-ft. acoustic wall. The sound professionals are present to address the levels of noise to be abated with the structure. The staff report includes photographs of the facility, and all of the documents are on the website agenda packet.

**Mr. Spriggs** ended by noting that Staff will be available to address the Commission, regarding any of the conditions of the previous approval and any specifics as to what they're asking for.

**Applicant's representative Bill Kaufman,** introduced himself as a Land Use Lawyer from San Antonio, TX (, CEO, The Kaufman Group); Plus Power asked him to come assist with the SUP permit.

**Mr. Kaufman** introduced Applicant's Agent: Keith Merkel, Senior Technical Asset Manager, Plus Power and Mark Storm, Acoustic Services Manager, Dudek/Noise Expert, California.

**Bill Kaufman** gave background on the Plus Power Company, an electrical storage system, which employees around 150 persons and its importance to the power grid all over the state, and its capability to store energy in times of need and emergencies.

**Bill Kaufman** informed that Gambit Battery Park is the name of this project and is a subsidiary of Plus Power. Mr. Kaufman gave the history of the Council approval of the SUP, Specific Use Permit approved in January 2020. The next year it became operational. Mr. Kaufman showed PowerPoint slides of the facility with various photographs from different directions, with the existing vegetation, berms, and the 8-ft. masonry wall that surrounds the property on all four sides. He went on to discuss the specific conditions of the former SUP approval, regarding the structure height limits and the conditions on ambient noise, and the current need to amend the original noise condition.

**Bill Kaufman** introduced the need to incorporate sound barriers under extreme heat during the summer months, when the fans are running, usually at temperatures over 100° degrees. In order to protect the batteries, the fans run and can be loud. Mark Storm, the noise expert, came out and over three days in the heat of the summer did performed studies. The team is trying to figure out what is the best solution and are recommending an 18-foot-high sound barrier.

**Mr. Kaufman** added that Plus Power wants two things to happen: *To block the noise*, *and to absorb the noise*. When they received complaints last summer, it triggered a lot of study as late as this past February. The team went to both neighborhoods and knocked on doors (approximately 22 plus people). Heritage Oaks residents were a lot more responsive and expressive. The other neighborhood really didn't want to hear about it and didn't answer their door. The team left flyers on all those doors, to call in case of questions.

**Mr. Kaufman** explained the proposal for the 18 ft. wall which will comply with all City requirements and will comply with all applicable laws and regulations.

**Bill Kaufman** completed his presentation by showing slides of the battery park, and an artistic rendering of the proposed acoustic wall to be 10 ft. higher than the masonry wall. There are color options as well: brown, green, camouflage, etc.

**Mr. Kaufman** explained that under the Sup we were required before anything was built to study the ambient sound levels currently on that site with nothing because you got to know what effects occurred on current sound ambient sound (to establish the baseline). Mr. Kaufman the results table which compared the decibel levels of the noise on-site and also the effects of the 18 ft. wall.

**Bill Kaufman** stated that he took Staff's recommendation and clarified it a little bit, defining the referenced term *"emergency"*. We've added an example of ERCOT issued notification to conserve energy.

Chairman Bill Garwood recognized the sound expert: Mark Storm.

**Mark Storm** began by speaking on the sound barriers and sound blocking material, which could be a vinyl mesh or something more solid as acoustically absorptive material to reduce the reflection.

**Chairman Bill Garwood** asked how can the Angleton community be assured that those are the numbers that we will experience in periods of future heat, like we had in the July 2023?

**Mark Storm**, referring to the results table, explained the measurements that were conducted last summer, during elevated operation levels from the equipment.

**Chair Bill Garwood** inquired about Mr. Storm's background and previous experience.

Mark Storm stated he's done control engineering for over 30 years and is very familiar with three-dimensional sound and has experience with patent models. He added that he's actually been on the manufacturing side early in his career and then design engineering of noise barrier solutions similar to this. He has done stadium acoustic design for decades, design as well as designed fan tower acoustics in that type of facility.

**Chairman Bill Garwood** stated that these numbers are for a standard operating day in the summer at 85 to 100 degrees, do you guys have any similar numbers for the heat?

**Mark Storm:** Yes, we designed the barrier to function and absorb noise from the equipment. The fans are operating at system level. I am informed of what those levels are when the barriers are installed.

**Board Member Andrew Heston** asked, at what temperature is this thing going to start being louder than it was before we put the storage park in? Is there a chance that the ambient sound could increase higher than what we experienced in July 2023?

**Mark Storm** explained the fixed relationship between how fast the fans are running and the cooling systems running and operating to produce noise at that level. If we install this barrier, it's going to reduce the noise.

**Board Member Andrew Heston added** that this barrier is built to accommodate for the maximum noise level and keep the ambient noise down to where it was prior to the facility being created, so why do we need to grant additional exceptions?

**Applicant Keith Merkel:** Essentially, it is a combination of the temperature and the ambient temperature. So it depends on how the battery operates at a particular point in time. It makes the fans operate more or less; so it's hard to say with certainty that in all conditions it will never be at a point that is above the previously recorded ambient levels.

**Applicant Keith Merkel** explained the specifications that have been provided by the manufacturer allow for a variation in the speed limits up to a certain level. And it is an algorithm that they control in order to keep the battery operating safely. So,

there's variability in the fans increasing or decreasing in order to maintain similar thresholds. So, the batteries are always operating in a safe manner, and they're not impacted or hurting themselves or taking themselves out of operation.

**Chairman Bill Garwood** made the observation that if these corrective measures don't work, then at such time as the sound exceeds that ambient level from 2020 the situation, you will have to be addressing this yet again under the SUP. Obviously, you don't want to address this more than once.

Applicant Keith Merkel concurred.

**Board Member Andrew Heston** added that if we were to make the changes to Condition 'F' (*safely operations under emergencies*), we could see an increase in sound level, and it would be permitted under the SUP, if we adopted the changes you're making. Is that correct?

**Applicant Keith Merkel:** Concurred, explaining that the emergency conditions that they are trying to address are triggered by ERCOT, in the case of great instability.

He added that the language is to provide some clarity around what constitutes an emergency condition.

**Applicant Keith Merkel:** But that includes ERCOT issued notifications for an emergency. And what that means is ERCOT is constantly looking at their ability to maintain energy for the public and at certain levels they reach a point of concern and great vulnerability. Like on the on "ramp-up" or "lead-up", which could lead to rolling blackouts and when ERCOT issues notifications to operators, asking for additional reserves during emergency situations.

**Board Member Andrew Heston:** Can you, under any circumstances, contemplate the situation where you don't have an emergency? And you could safely ramp the batteries down. Just with the pure temperature alone, it is going to create an increase of the ambient sound level.

#### PUBLIC HEARING OPENED:

Chairman Bill Garwood entertained a motion to open the public hearing:

A motion was made by **Commission Member Heston**, seconded by **Commission Member Clark** to open the public hearing. Motion passed unanimously.

**City Attorney Judith ElMasri** interjected that in the attached draft Ordinance in the packet, there is the absence of a reference of the adopted noise ordinance and to

what state law is. If that will make the P&Z Commission more comfortable, we can certainly add that. Our noise ordinance tracks state law, and the maximum decibel measurement allowed is 85 decibels.

#### **PUBLIC INPUT:**

**Chris Peltier**, developer of Heritage Oaks Subdivision. He spoke on his involvement in every meeting for months with the former Mayor, and with Molly Anderson of Gambit Energy.

When we had problems, we would contact Michael Gradstein with Tesler, and he was very responsive.

He spoke on the Council's agreement and the conditions of the SUP, *Condition* 'F', referencing "operating safely", which is an *open season* for violating.

The whole premise of the SUP was based on what we decided originally.

I understand you have to modify it, but that's a big problem. Mr. Peltier also played an audio recording of the loud noise.

It was discussed that prior to the SUP being created that we'll never have noise outside the boundary. And so we went on in good faith that was what was going to be done. He raised concern about the term "safely" which is scary.

Mr. Peltier added that he is not sure if the 18-ft. acoustic wall will meet windstorm approval, but Kyle Reynolds will have to look at it. He noted concerns about the fence flopping in the wind, which could produce noise on its own. He raised concerns about Texas New Mexico having possible issues with the tall structure next to their substation.

**Ms. Clara Dannhaus** passed out her typed questions. Stated that she was at the 2020 meetings and we asked all those questions and I'm looking back at the paper that they provided. They gave us an FAQ. The site is visible to us now, especially in the winter. We support the fence, but will it hold up in the winds? We all hope that it works. Most are the neighbors are in favor of the fence, but sound is our major concern (humming like vacuum cleaners, in mornings and evenings/she recorded the sound on Sept. 5<sup>th</sup> at 9:02 PM). She noted that her home is 500 ft. away, but she hears it in her backyard. Because of the direction of the wind, they hear it, but the folks to the east do not. She is not in support of giving them any leeway on the sound or any increase in the noise level. Who do we call when we have a complaint, she asked.

**Mr. Spriggs** informed that there is a process for filing complaints with the City and we will respond to the complaints.

**Chairman Bill Garwood:** Right now, I've got three more requests, but if the three folks feel exactly the same way as Mr. Peltier, I won't make you come up to the podium, but you're welcome to.

**Mr. Gary McDaniel**, 883 Spreading Oaks, Heritage Oaks (lives 351 ft. from the fence). Described his visit from Plus Power back on February 26th. Since they left that evening, he has heard the roaring noise on his back porch, six times since that day. He'll be happy to call and complain the next time. Added that we should hold to the original conditions.

**Bill Kaufman:** On the condition of "safely", it does appear to be broad and if that's a makes you uncomfortable, we are willing to delete that part of the request. Amend the rest of it, but just delete the part about the safety.

#### PUBLIC HEARING CLOSED:

Chairman Bill Garwood: Entertained a motion to close the public hearing:

A motion was made by Commission Member Spoor, seconded by Commission Member Clark to close the public hearing. Motion passed unanimously. **The Public hearing was closed.** 

**Commission Member Clark:** Obviously, something's going to have to be done. Anything that they're going to try to do is going to improve what's already there.

**Chairman Bill Garwood:** I'm hoping that our visitors here do not want to spend any more on future improvements, and they want to get it fixed right the first time, correct?

**Commission Deborah Spoor:** What is the life of the original SUP?

D.S. Director Otis Spriggs explained that there is no expiration (or sunset).

**Commission Member Andrew Heston:** So, you're proposing that the only situations in which you would be allowed to exceed the ambient noise level would be in an ERCOT emergency, including an ERCOT declared emergency?

**Bill Kaufman:** I'll leave it to the City's legal counsel to give you advice. But the way I read this- *but for extreme temperatures in emergency situations, and during days of extreme temperatures.* Bill Kaufman concurred: We've got to comply with the requirements that you currently have.

#### **COMMISSION ACTION:**

**Board Member Andrew Heston** made a motion to approve the SUP modification for the 18ft. sound wall/fence conditioned that the sound level emitted from the energy storage facility shall be no louder than the ambient noise level prior to the installation of the project at 100 feet outside of the parcel boundary and the nearest existing receptor except under ERCOT declared emergency requesting additional resources and that the City's adopted ordinances and state law be fully complied with.

#### **Roll Call Vote:**

Commission Member Deborah Spoor- Aye; Commission Member Will Clark-Aye; Commission Member Andrew Heston- Aye; Chairman Bill Garwood-Aye.

Motion carried. The SUP modification was approved by the Commission. (4-0 vote).

Page 1: Applicant's Presentation

# Request to Modify Existing Specific Use Permit No. 2020014-004

Planning and Zoning Commission City of Angleton, Texas

March 7, 2024

Item 5.

## Presented By:

- Bill Kaufman, CEO, The Kaufman Group
- Keith Merkel, Senior Technical Asset Manager, Plus Power
- Mark Storm, Acoustic Services Manager, Dudek

## Who is Plus Power?

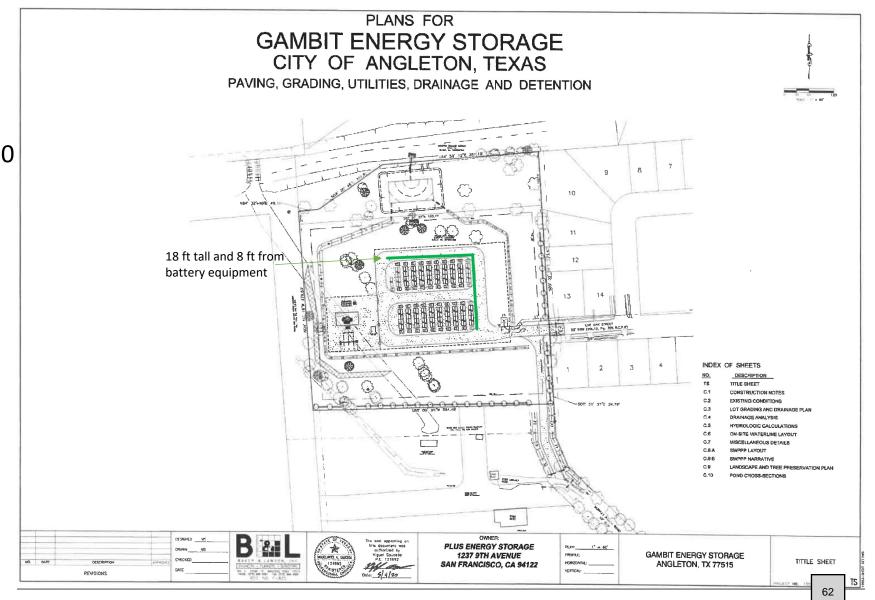
- A U.S. company headquartered in Houston, Texas.
- Focuses solely on developing, owning, and operating battery-based electrical storage systems.
- Approximately 150 employees within the company.
- Continues to develop similar facilities in over 25 states.
- Has developed 4 operating facilities in Texas with 2 additional under construction.

# Who is the Gambit Energy Storage?

- The Gambit Energy Storage facility is located at 998 W Live Oak St, Angleton, TX 77515.
- On January 14, 2020, The City of Angleton City Council approved a Specific Use Permit for this use
  - Ordinance No. 20200114-004
- The facility became operational in 2021.
- The facility sits upon a 7.7 acre parcel with a 2.2 acre construction footprint.

### Site Plan

- Initially Approved in Jan. 2020
- Modified in May 2020











## Relevant S.U.P. Conditions – Condition D

 The height of any structure, lighting, and container should be no greater than 10 feet from the foundations outside the project substation. One substation dead-end tower up to approximately 70 ft tall to interconnect with TNMP power line will be allowed with the project substation and all other equipment within the project substation shall be limited to 40ft.

## Relevant S.U.P. Conditions – Condition F

 A sound study shall be conducted to determine the ambient noise level prior to the installation of the project. The sound level emitted from the energy storage park shall be no louder than the average ambient noise level prior to the installation of the project, as measured at 100 feet outside the parcel boundary and the nearest existing receptor.

# Purpose of Modification Request

- Several neighbors contacted Gambit to address sound concerns.
- Gambit has engaged Dudek, a national sound consultant, to address the neighborhood's concerns.
- The sound engineer recommended Gambit erect a 18' ft sound barrier around the battery enclosures.
- In order to erect the 18' ft sound barrier, Gambit must obtain a modification to Condition D of the S.U.P.

# Sound Barrier Details

- Location: the barrier will surround the batteries to the north and east.
- Erection of the barrier will comply with all applicable Angleton City Ordinances, International Building Code, and International Fire Code requirements.
- Sound barrier to be erected shall be structurally sound.

## Sound Barrier Photo Simulation



### Sound Barrier Photo Simulation



15

# Sound Engineer Report

Locations	February 2020 Ambient Sound Level (dBA Ldn)	July 2023 Sound Level From Facility After Installation of Proposed Sound Barrier (dBA Ldn)
M1 (east)	55.8	53.8
M2 (south)	58.3	55.6
M4 (north)	56.6	50.4

# City Staff Report

- Staff findings include the conclusion that the "ambient sound levels prior to the development were used to develop a plan moving forward on any sound attenuation methods."
- However, "due to the region's extreme temperatures during the summer, Gambit hopes to address the additional noise generated from the cooling fans by installing the proposed 18 ft. acoustic fence."
- Considering the factors above, City Staff suggest the "Planning and Zoning Commission should adopt this final report and forward it to City Council with a positive recommendation of an ordinance approving the Specific Use Permit ordinance site plan modification, allowing for the installation of an 18 ft. acoustical fence for the battery storage park."

#### **Modification Requests**

- 1. The height of the proposed eighteen tall acoustic fence shall not exceed eighteen (18') feet. All applicable and required building permits shall be applied for and obtained by the applicant.
- 2. The sound level emitted from the energy storage facility shall be no louder than the ambient noise level prior to the installation of the project at 100 feet outside of the parcel boundary and the nearest existing receptor except under ERCOT declared emergency requesting additional resources and that the City's adopted noise ordinances in Chapter 13 and State law be fully complied with. (Revised by P&Z, 3/07/24)
- 3. All other conditions set forth by Ordinance No. 20200114-004adopted on January 14, 2020, shall remain in full force.

# Conclusions

- Gambit Energy Storage LLC seeks to address its neighbors concerns by erecting the proposed 18 ft. sound barrier.
- Gambit Energy Storage LLC requests the Planning and Zoning Commission support City Staff's recommendation to approve the installation of the 18 ft. sound barrier because it is necessary to address the resulting sound generated from the cooling fans during the region's extreme temperatures.

GLETON

Attachmer

#### APPLICATION SPECIAL USE PERMIT

Sec. 28-63 of the Code of Ordinances, Zoning Code

#### Submittal Instructions:

- Please check all the boxes. If an item is not applicable, please note that it is not applicable (NA).
- Please submit the completed application with all supporting documentation. Applications may be submitted in person or electronically (pdf format) by e-mail. Incomplete and partial applications will not be accepted.
- For electronic submittals, please include the address of the property and the type of application in the subject line of the e-mail.

Subject Line: Address of the project/Commercial or Residential/Type of application. Example: 1000 Main Street/Commercial/Fence Permit

 The City staff is available to assist you in person at City Hall or over the phone at 979-849-4364.

#### Requirement:

□X-Application Conference (DAWG Meeting). This is required prior to application submittal.

The application packet must be submitted with the following:

□XA completed application signed by the owner/s of the property.

Concept plan approval (if required).

□A site plan in conformance with the Sec-28-63.

- XPayment of all applicable fees. Refer to Appendix B of the Administrative Development Procedures Manual.
- □8<sup>1</sup>/<sub>2</sub> x 11 copy of the legal description (metes and bounds) of the area encompassing the Special Use Permit request. If the property is platted, a copy of the plat should be provided.
- Location/vicinity map showing the location and boundaries of the proposed Specific Use Permit. Indicate scale or not to scale (NTS) and provide north arrow.
- Tax Certificate showing that all taxes and obligations have been paid regarding the subject property.

□XNotarized statement verifying land ownership.

□Electronic copies of the required exhibits in "PDF" format and shapefile for property boundary where applicable should be submitted in a USB flash drive or via email.

Rev. 12/27/22

Page 1 3



#### DEVELOPMENT INFORMATION

	Energy Storage Syste ace No. 20200114-00.		se Permit	_Acreage:	_7.7
Is property platted? No Yes Subdivis Recordation #: 2021008681 Existing	ion nam <u>e:</u> Gambit 1 Parcel(s) Tax ID	Energy Stora #: 570367 &	700437	No. of Lots: _	
Use: Energy Storage System Current Zoning:	Proposed Use: S fence		ent and pro ed Zoning:	posed sound	barrier_
Occupancy Type:Sq. Ft:	Bed #: Batl	1#:	Car Gar	age #:	
Water System Well Public Flood 2	Zone: 🗌 Yes 🗌 No	Sewer S	System: 🗌	Septic Pu	blic
PROPERTY OWNER INFORMATION					
Owner:Gambit Energy Storage LLC Address:201 Spear St. Ste 1000, San Franci	sco, CA 94105	Contact Na	ame:Keith	Merkel	
Phone: _(818) 620-6645	Email	kmerkel(	@pluspow	er.com	
APPLICANT INFORMATION	Sector States		01 1		
Applicant/Developer: GambitEnergyStorageLLC	Contac	rt Name:Keit	h Merkel	_City/State/2	ZIP:
RHdness:	Ema	il:		, .,	
KEY CONTACT INFORMATION	and the second second	and the state		and a second	Section 2.
Name of the Individual: _Keith Merkel		Conta	ct Name:		
Address: 201 Spear St Ste 1000	City/S	tate/ZIP: S	an Francis	sco, CA 94105	ī
Phone(407) 758-5898:	Email: kmerke	el@pluspowe	er.com		<u> </u>
SIGNATURE OF PROPERTY OWNER	OR APPLICANT (S	IGN AND J	PRINT O	R TYPE NAL	ME)
Signature:	×			Date: 7	Eb 13,20
(Signed letter of authorization required if the	e application is signe	d by someon	e other tha	an the proper	ty owner)

DATE REC'D:	BY:
FEES PAID;	
APPROVED BY:	DATE APPROVED:
APPLICATION/PERMIT NO:	EXP DATE:

Applications shall be processed based on the City's official submission dates. When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda.

APPLICATION FEE: \$150.00 due upon submittal

Rev. 12/27/22

Page 23

TYPE OF APPLICATION Please check appropriate box	Iten	15
Landuse, Policy, and Site Development	and the second	
Annexation	Other Permits/Licenses/Registration	
Rezoning/ FLUM Amendment	Commercial -New/Remodel/Addition	
Specific Use Permit	Residential Building Permit 1 & 2 Family	
Planned Development (PD)	(New, Remodel, Addition, Patio Cover, Carport, Foundation Repair, House Leveling, Windows, New Mobile Home, Siding	2
	Storage Building permits, Re-roof)	9
Amending Minor and Major Plat	Miscellaneous	
Minor Consolidation Plat	Fence	
Development Plat	Solar Panels	
Concept Plan	Swimming Pool	
Preliminary Plat	Demolition or Move	
Final Plat	Backflow/Irrigation	
Replat	Flatwork	
Construction Plans	Electrical Permit	
Special Exception	Plumbing Permit	
Floodplain Development Permit	Mechanical Permit	
X Variance/Appeal	Sign Permit	
On-Site Sewage Facility Permit (OSSF)	Garage Sale Permit	
Certificate of Occupancy (CO)	Master/ Common Signage Plan	
Grading/Clearing Permit	Fire Prevention Permit Form	
Site Development Permit/ Site Plan Review	Right-of-Way Construction	
Interpretations/Verifications/Text Amendments	Pipeline Permit	
Comprehensive Plan Amendment (Text)	Drainage Pipe/Culvert Permit	
Land Development Code (LDC)/Zoning Text	Roadside Banner Permit	
Amendment	Mobile Home Park Registration	
Vested Rights Verification Letter	Game Room Permit Form	
Letter of Regulatory Compliance	Grooming Facility License	
Zoning Verification	Alcohol permit	
Letter/Written Interpretation	Health Permit	
Legal Lot Verification	Temporary Health Permit	
	Alarm Permit	

121 S. Velasco, Angleton, Texas 77515 979-849-4364 – Fax: 979-849-5561 http://www.angleton.tx.us

Rev. 12/27/22

Page 33

APPLICATION AND ALL REQUIRED DOCUMENTATION MUST BE SUBMITTED FOR REVIEW A MINIMUM OF 35 DAYS PRIOR TO THE NEXT PLANNING & ZONING COMMISSION MEETING. INCOMPLETE FORMS MAY BE DELAYED, DENIED, RETURNED TO THE APPLICANT; PLANNING & ZONING COMMISSION MEETS ON THE FIRST THURSDAY OF THE MONTH.

#### AFFIDAVIT OF AUTHORIZATION BY PROPERTY OWNER

I swear that I am the owner of (indicate address and/or legal description) A0380 J DE J VALDERAS TRACT DETENTION RESERVE (GAMBIT ENERGY STORAGE) ACRES 1.462 (ANGLETON)

which is the subject of the attached application for land platting and is shown in the records of Brazoria County, Texas.

I authorize the person named below to act as my agent in the pursuit of this application for the platting of the subject property.

NAME OF APPLICANT:

Gambit Energy Storage LLC, Designated Rep: Keith Merkel

201 Spear St, Ste 1000, San Francisco, CA 94105

ADDRESS:

APPLICANT PHONE # (407) 758-5898 E-MAIL: kmerkel@pluspower.com

PRINTED NAME OF OWNER:

Gambit Energy Storage LLC

SIGNATURE OF OWNER:

NOTARIAL STATEMENT FOR PROPERTY OWNER:

Sworn to and subscribed before me this 13 day of FEBRUARY , 2024

(SEAL)

DATE: Februar 13, 2027

Notary Public for the State of Texas Commission Expires: <u>04 - 30 - 2025</u>

NRUPAL K. PATEL MY COMMISSION # IIH112855 EXPIRES: April 30, 2025



#### Section 3 Specific Use Permits

A Specific Use Permit (SUP) may be granted to a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions. These uses may locate in districts as indicated in the Zoning Ordinance Sec. 28-81. - Use Regulations (Charts). These specific uses shall commence only after a Specific Use Permit is recommended by the Planning and Zoning Commission and approved by the City Council.

#### a. Approval Process

The Specific Use Permit process is similar to a rezoning process and typically requires 60-90 days and is governed by the requirements in the Texas Local Government Code. The process in the City of Angleton is as follows:

#### 1. Initiation

A Specific Use Permit may be initiated by a property owner or his / her authorized agent.

#### 2. Pre-Application Conference

a Pre-Application Conference is required before submitting the application. During the Pre-application Conference, the DAWG will assist the applicant(s) to determine if a SUP is required for the intended use.

#### 3. Application Submittal

A complete application will be submitted by the property owner or the applicant in a format consistent with requirements established by the City with all items listed on the SUP Submittal Checklist and the Universal Application. Please refer to the meeting schedule on the City's web page for meeting dates and application deadlines.

#### 4. Completeness Determination

City staff will determine whether the application is complete, as per the Zoning Ordinance.

#### 5. Staff Review

Staff will review the application considering any applicable criteria for approval and prepare a report to the Planning and Zoning Commission and the City Council. The staff report will include a recommendation for action by the Planning and Zoning Commission and City Council.

#### 6. Dual Notification of Public Hearing

Applicant Notice: Staff will notify the applicant of the date of the public hearings.

Mailed Notice: Staff will send a written notice of the public hearing (City does P &Z and CC notice at the same time) to all property owners within 200 feet of the subject property at least 15 days prior to the date of the Planning and Zoning Commission Public Hearing. The notification will include information regarding the location of the property and the requested zoning action.

Published Notice: A legal notice will be sent to the local newspaper for publication by staff.

#### 7. Planning and Zoning Commission Public Hearing and Meeting

The Planning and Zoning Commission Public Hearings will be held at the meeting (typically first Thursday of the month) as published. At the Public Hearing City staff will present a summary of the proposed SUP. The Applicant will be provided an



opportunity to make a presentation, and persons in support or in opposition to the proposed request will be able to speak during the public hearing. It is recommended that the applicant and/or property owner should be present at this meeting and be prepared to discuss the SUP as well as answer any questions that arise. The Planning and Zoning Commission will consider the request and make a recommendation to the City Council. The Commission may recommend approval, disapproval, or postpone action on the request until additional information is received. A SUP that is recommended for denial by the Commission will still be scheduled for City Council consideration.

#### 8. City Council Meeting

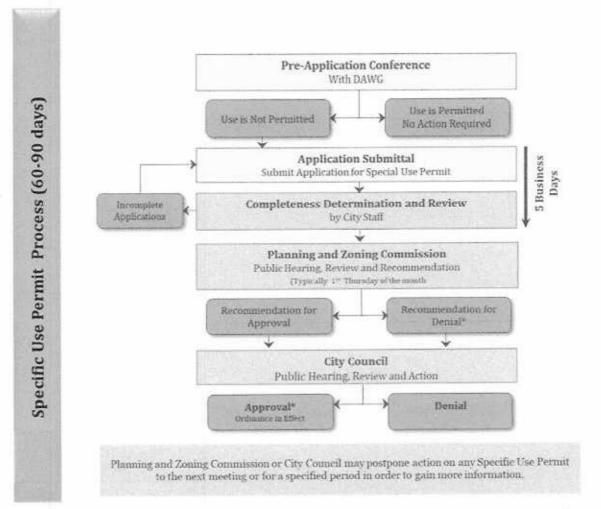
The City Council will consider the SUP request at a City Council Public Hearing held at the meeting (typically on the fourth Tuesday of the month) as published. The applicant will be provided an opportunity to make a presentation, and persons in support or in opposition to the proposed request will be able to speak during the public hearing. It is recommended that the applicant and/or property owner should be present at this meeting and be prepared to discuss the SUP. The SUP may be approved by a simple majority vote of the City Council.

At least three-fourths vote of the City Council is required if a proposed SUP has been protested in writing by the owners of at least 20 percent of the area within 200 feet of the tract (who are also residents inside the City limits).

If the Council approves the SUP request, the ordinance becomes effective after its publication. If the Council disapproves the SUP request the same request may not be resubmitted to the City for 12 months from the original date of disapproval. Upon filing a waiver request and a payment of a \$100.00 fee, the applicant may request the City Council to waive the waiting period upon a finding of changed conditions or significant new information.



#### b. Process Flow Chart



\*At least three-fourths vote of the city council is required: If a proposed request has been protested in writing by the owners of at least 20 percent of the area within 200 feet of the tract.

Failure to appear: Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one hearing shall constitute sufficient grounds for the Planning and Zoning Commission or the City Council, at that body's option, to table or deny the application. Such tabling or denial shall not entitle the applicant to any refund of fees paid for consideration of his/her application, unless such refund is requested in writing and is expressly granted by the Commission or City Council at the time of tabling or denial of the application.

#### c. Criteria for Approval

- A binding Site Plan for the Specific Use Permit must be approved by the City Council in order to approve issuance of a Specific Use Permit. The Site Plan must be reviewed by the City staff for compliance with the Zoning Ordinance.
- The applications will be evaluated based on the impact and compatibility of the specific use on the surrounding properties and neighborhoods to ensure that:
  - The proposed use at the specified location is consistent with the goals, objectives and policies contained in the adopted comprehensive plan;
  - b. The proposed use is consistent with the general purpose and intent



of the applicable zoning district regulations;

- c. The proposed use meets all supplemental standards specifically applicable to the use as set forth in the Zoning Code;
- d. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances,
- e. The proposed use includes improvements or modifications either onsite or within the public rights-of-way to mitigate developmentrelated adverse impacts, including but not limited to:
  - Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;
  - ii. Off-street parking and loading areas;
  - iii. Refuse and service areas;
  - iv. Utilities with reference to location, availability, and compatibility;
  - Screening and buffering, features to minimize visual impacts, and/or set-backs from adjacent uses;
  - vi. Control of signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;
  - vii. Required yards and open space;
  - viii. Height and bulk of structures;
    - ix. Hours of operation;
    - x. Exterior construction material and building design; and
    - Roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate developmentgenerated traffic on neighborhood streets.
- f. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity.

#### d. Conditions for Approval

The City Council may consider a list of issues in approving or denying the application and may impose conditions that it deems necessary to mitigate the negative impacts of the proposed Specific Use Permit, based upon the project's unique circumstances.

#### e. Expiration

Specific Use Permits do not have an expiration date. However, any modification to an approved Site Plan that was filed as part of a Specific Use Permit will cause the Specific Use Permit to become void, regardless of its current status, including any approval previously given by the city council. A Specific Use Permit may be



rescinded by the city council, on its own motion and at its discretion, for failure to commence development, for failure to secure an extension or reinstatement of the related site plan that was approved along with the SUP ordinance.

#### f. Submittal Checklist

Refer to Appendices A and B.

#### g. Additional Information

Site Plan Revisions:

Minor revisions/amendments: City manager has the authority to approve minor modifications to an approved site plan. Such minor modifications need to be submitted as an "amended site plan.

Major revisions: In the event of revisions that are more extensive in nature, the City Manager will determine whether changes to a site plan warrant another review and approval procedure (in accordance with this section).

Fees: Refer to Appendix B (Schedule of Fees) or the current fee schedule posted on the City's website. Please contact City staff for additional information.



#### DAWG Pre-application Conference Request Form

 Pre-application Conferences are meetings between a potential applicant(s) and the Developing Angleton Working Group (DAWG). DAWG is a group of City staff representing City departments having an interest or statutory role in the development process or the development of property within the City of Angleton and Angleton's Extraterritorial Jurisdiction. These meetings will provide an opportunity to identify issues associated with the proposed development; determine required applications, permits and approvals; and discuss potential timelines and processing sequence. The staff will help applicants understand the City's applicable regulations and fees. Completion of a Pre-application Conference does not imply or indicate subsequent City approval of the permit or application or provide vested rights.

City staff will attend the meeting to help determine what parts of the development process apply to the applicant and in what order they need to take place.

All interested parties of the applicant (design professionals, client, etc.) are encouraged to attend the pre-application conference.

 DAWG meetings are held every Wednesday from 1:30 pm to 4:30 pm. DAWG is scheduled by appointment only. Appointments are one (1) hour at 1:30 pm, 2:30 pm or 3:30 pm. There is currently no application fee required. Contact either Kyle Reynolds (x2106) or Otis T. Spriggs (x2108) to check availability or to schedule a meeting.

A Pre-application Conference is required for all applications as per LDC Section 23-77.

 To schedule a pre-application conference, please complete this form and email it to the Development Services staff at: permits@angleton.tx.us.

\*Pre-application conferences must be scheduled a minimum of two (2) business days in advance. The length of time for each meeting is approximately 1 hour or less. A Pre-application Conference is required for all applications as per LDC Section 23-77.

Last Updated: October 2022



#### DAWG Pre-application Conference Request Form

L. Proposed Project N	Gambit El		m Specific Use Permit	
2. Property Location			vanance	
	St, Angleton, TX 77			
3. Legal Description o No. & Approximate		Brazoria County C	entral Appraisal District ID	
4. Existing Zoning Di	strict Classification	n (Staff may compl	lete):	
5. Applicant(s) Conta phone number):	134 - 131 - 94 - 257 - 55 - 65	clude name, email kel@pluspower.com,	address and daytime (407) 758- 5898	
Those anotaging and	<b>d Time:</b> . 21 . 28			
7. Please check all th	at will attend the r	meeting:		
Property Owner Er x	ngineer/Developer x	Land Planner	Architect / Designer	
General Contractor	Other (Please indi	cate):		
8. Please provide a pur	pose for the meeting	(Please include on s	separate sheet, if needed)	
a. New development/construction		<ul> <li>Existing development/building Please explain:</li> </ul>		
Please explain:		Discuss the proposed acoustic fence solution and SUP variance request		
9. Anticipated project	t schedule includin	g construction sta	rt date: April/May 2024	
10. Please provide a attachment to th	nis form			
applicable; public a		way and open space	oximate locations of buildings, as s, planting areas, as applicable	

# CITY OF ANGLETON 2024 REZONING, SPECIAL USE PERMIT, AND PDD SUBMITTAL SCHEDULE<sup>1</sup>

Arreling Month	Submit A Providence (Proj Samura Barrana)	Second Community of Second		Annual Sector Sector	Apple and Broad-Maland	TAT North and Solds Reacted	In the second second
	filosomendars at 5 peril	(Dovershi) (per)		(Michaelinski S (mi)	Universities of the Science of	()	(International State
January (2024)	Nortenber 29, 2023	December 8, 2023	Descender 13, 1021	December 20, 2023	December 15, 1021	https://www.	January 21, 2024
February	December 37, 3823	January 6, 2024	Inemary 10, 2024	17 102 1 Manual 1	Income 13, Sold	Sector 1 2024	
March	Juniary 31, 2024	Volumer's 2024	Talanan 14 Mar	Town of the local division of the local divi		And the free starts	4 not for American
And	Fabruary St. 1014	Hard Distance	and the second se	diaments of the discovery	and is families	e den 's tratete	March 25 2024
and a	which the Present	area to exert	March 13, 2024	Mareh 39, 3024	March 16, 2824	April 4, 2024	April 23, 2024
No.	Month 27, 2924	April 5, 2024	April 10, 2024	April 17, 2024	April 23, 2014	May 2, 2924	May 26, 1024
June	May 4, 202.4	May 13, 3234	May 15, 2024	May 22, 2924	Mary 24, 2014	June 6, 2024	New 25, 2024
yely	May 27, 2024	have 5, 2024	June 10, 2024	June 17, 2024	Impet 23, 2014	July 2, 3024	10/2 23 2824
August	Puna 26, 2024	hely 5, 2424	July 10, 2624	hdy 17, 2024	Jahr 23, 2024	Austral L 2024	TANK LE POPULA
September	July 31, 2024	Angunt 9, 3024	August 14 2024	August 21, 2024	August 27, 2024	Feether Basy 5, 1024	Contraction Of Days
Ovtaber	August 23, 2024	September 6, 1024	September 11, 2024	September 16, 2024	September 24, 2024	October 3 2024	TOUR OF STREET, STREET
Notember	Ovtober 2, 2024	Oxfo ber 11, 2024	October 16, 2854	Octuber 33, 2024	Deleber 19, 2024	Hoversber 7, 3024	Manufacture of the second
December	October 30, 2014	Managemether B, 2024	November 13, 2026	November 10, 2014	Mayamber 26 3034	Name And April	And a state of the

DATES ME SUBJECT TO CHANCE AND MAY BE ADJUSTED DUE TO BOUSDAYS AND OTHER EVENTS.
 APPLICATIONS DEFAULD INCOMPLETE WILL BE RETISING TO THE APPLICATIONS AND WILL REED TO BE SUBMITTED AT THE FOLLOWING SUBMITTAL DEADLINE FOR INITIAL REVIEW.
 RESUBMITTAL WILL BE CONSIDERED ONLY IF APPLICATIONS ARE MISSING ANYON ITEMS.
 RESUBMITTAL WILL BE CONSIDERED ONLY IF APPLICATIONS AND MISSING OR OTTIC COUNCIL THEN WILL RE MANDA ANY FOR ANY AND MEXT WILL BE ADDIDATED AND MISSING OR AND ANYON ITEMS.
 RESUBMITTAL WILL BE CONSIDERED ONLY IF APPLICATIONS AND MISSING OR OTTIC COUNCIL THEN WILL READ AT THES NEARLY RECULARLY SCHEDULED MEETING.
 RESUBMIT AND A THE ITEMS IS FOR THE POLIADING APPLICATION THESE COMPREMENTS FILAN AMENOMENT, SPECIAL USE PRIMIT ZONNIG MAP AMENOMENT (ZONNIG) PLANNED DEVELOPMENT.
 MATTE THE SCHEDULE APPLICATION (APPLICATION THESE COMPREMENTS FILAN AMENOMENT, I.D.C.AMENDMENT, SPECIAL USE PRIMIT ZONNIG MAP AMENOMENT (ZONNIG ON REZONING), PLANNED DEVELOPMENT.
 MATTE THE SCHEDULE APPLICATION (NEUTION THESE COMPREMENTED AFTER THE DEADLINE. THE APPLICATION WILL FULLOW THE NEXT SUBMITTAL DEADLINE FOR INITIAL REVIEW.

#### Appendix A

#### Request for Variance to Specific Use Permit Ordinance No. 20200114-004

On January 14, 2020, the Angleton City Council granted a Specific Use Permit to Gambit Energy Storage, LLC (the "Applicant")) allowing for the construction and operation of an energy storage park (ESS) and necessary substation equipment for the storage of electrical energy located at Property ID No. 570367.

Since that time, the Applicant has realized that, on a limited number of days a year, extreme high temperatures require greater fan speeds to operate ESS cooling systems. Maintaining the cooling systems is critical to supplying safe and reliable electricity to the electrical grid. Following some of those high temperature days, a few neighbors contacted the Applicant regarding fan speed noise levels. While it believes the ESS complies with its Specific Use Permit conditions, the Applicant wants to be a good neighbor and address its neighbors' concerns. Therefore, the Applicant proactively worked with a sound engineer to design an acoustic fence, to be constructed around the ESS equipment, which will reduce fan related noise levels.

Pursuant to Section 23-102 of the City of Angleton's Code of Ordinances (the "Code"), the Applicant respectfully requests the following revisions to two of the existing Specific Use Permit conditions so that it can construct a proposed eighteen (18') foot tall acoustic fence to reduce noise levels and operate lawfully during special circumstances of extreme temperature and emergency situations:

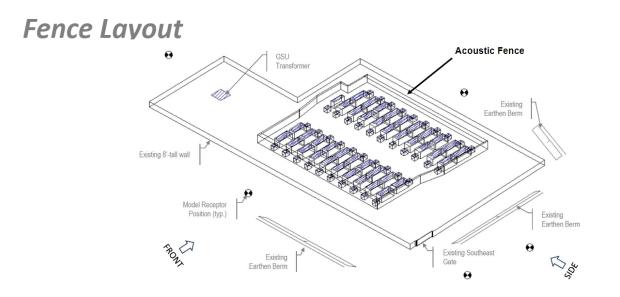
**Condition D**: "The height of any structure, lighting, and container should be no greater than 10 feet from the foundations outside the project substation, except for a wall constructed to reduce sound emitted from the energy storage park which is permitted to be greater than 10 feet...." (bold and underlined language is proposed); and

Condition F: "...The sound level emitted from the energy storage park shall be no louder than the average ambient noise level prior to the installation of the project, as measured at 100 feet outside the parcel boundary and the nearest existing receptor, **except during emergency situations, days of extreme temperature or when required to keep the energy storage park operating safely.** 

Appendix B includes proposed acoustic fence location and products.

#### Appendix B

#### Gambit Acoustic Fence Layout and Product Options



#### **Product Options**



• Quilted Curtain Exterior Grade



High density Acoustical Fence

# PLUS POWER

Gambit City of Angleton Fence Permit Application

02/6/2024



# **Gambit Project Overview**

**Operational since Summer 2021, Plus Power began development in 2019** 



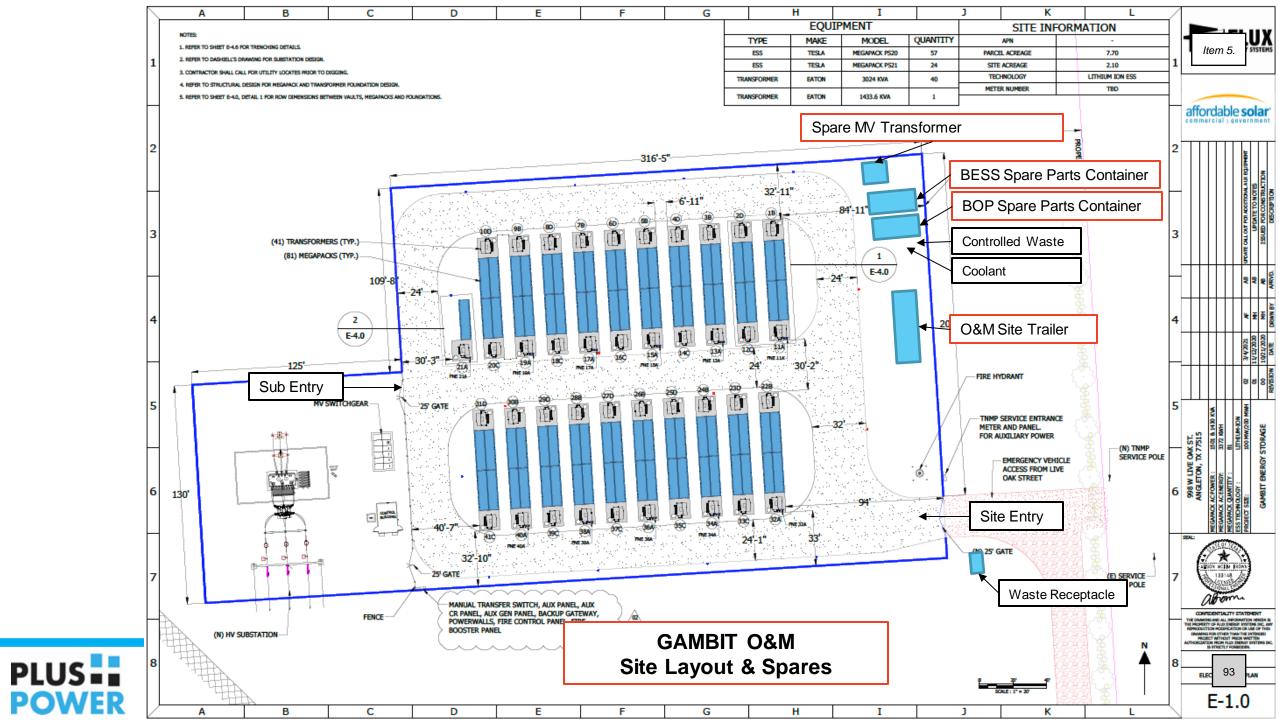
- Project Size & Location:
  - 100 MW / 175 MWh
  - 81 Megapacks, 41 Transformers
  - Angleton, Texas





Item 5.

**PROPRIETARY & CONFIDENTIAL** 



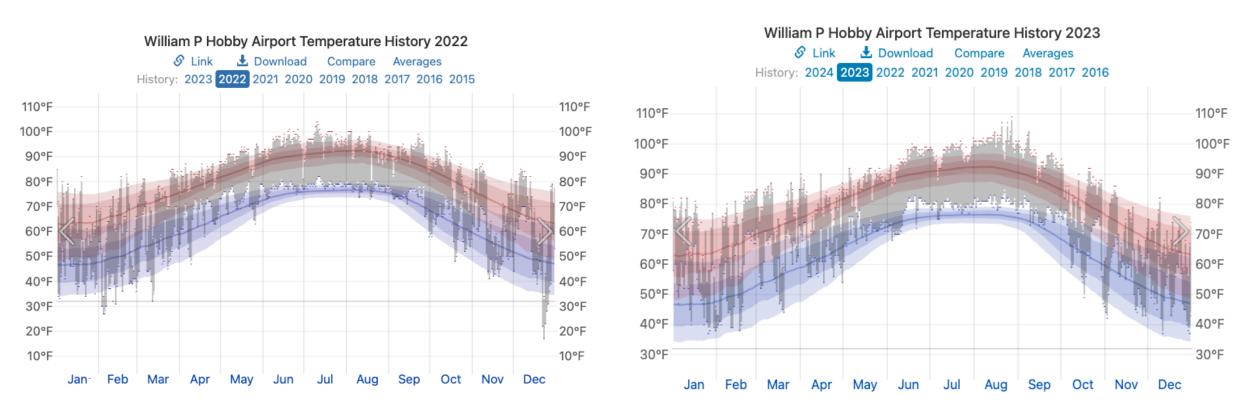
# Tesla Megapack





ltem 5.

## Angleton Weather 2022-2023



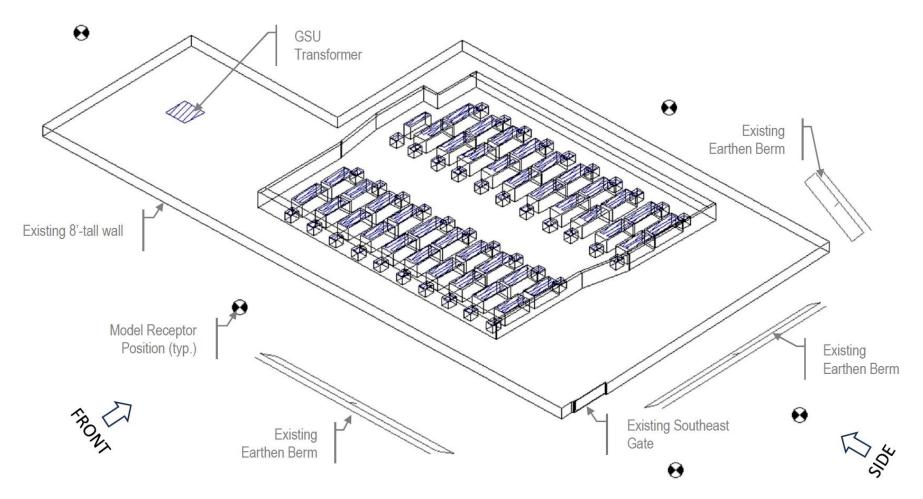
The daily range of reported temperatures (gray bars) and 24-hour highs (red ticks) and lows (blue ticks), placed over the daily average high (faint red line) and low (faint blue line) temperature, with 25th to 75th and 10th to 90th percentile bands.



PROPRIETARY & CONFIDENTIAL

Item 5.

# Fence Layout





# **Product Options**



• Quilted Curtain Exterior Grade





• High density Acoustical Fence



# Proposed noise mitigation and compliance



- Noise requirements:
  - Acoustic-fence solution will meet SUP noise requirements (must be at minimum 18 feet to block sound)

#### Fence:

- The fence solution is similar to Angleton High School Baseball Field in terms of general look
- Will request a variance to maximum 12 foot requirement

(8) Special purpose fencing, such as fencing around tennis courts, is allowed only upon issuance of a permit from the city. The maximum height of such fencing shall be 12 feet.



98

Item 5.

# Special Use Permit Requirements – we will meet these



#### Noise requirements:

(f.) A sound study shall be conducted to determine the ambient noise level prior to the installation of the project. The sound level emitted from the energy storage park shall be no louder than the average ambient noise level prior to the installation of the project, as measured at 100 feet outside the parcel boundary and the nearest existing receptor.

#### Fence:

(d.) The height of any structure, lighting, and container should be no greater than 10 feet from the foundations outside the project substation. One substation dead-end tower up to approximately 70 ft tall to interconnect with TNMP power line will be allowed with the project substation and all other equipment within the project substation shall be limited to 40ft

Item 5.

# Permitting requirements for "sound" fence

**PROPRIETARY & CONFIDENTIAL** 



• Fence Permit (per communication from City 1/29/24) -- complete, sign and pay \$40 fee.

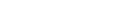


#### FENCE PERMIT APPLICATION

Date received:	Date approved:	Permit #:	
Address of project:			
Owner Name:			
Contractor:			
Contractor Address:		Phone:	
Contractor e-mail:			
Please provide specificat and distance from prope	rty lines.	the fence with property dim	

Other information or questions (compliance, notifications)?





100

Item 5.

# PLUS POWER

Any Questions?

Thank You!



#### **ORDINANCE NO. 20200114-004**

#### AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING A SPECIFIC USE PERMIT ALLOWING FOR THE CONSTRUCTION AND OPERATION OF AN ENERGY STORAGE PARK AND NECESSARY SUBSTATION EQUIPMENT FOR THE STORAGE OF ELECTRICAL ENERGY; PROVIDING A SEVERABILITY CLAUSE AN EFFECTIVE DATE; AND FINDING FACT.

WHEREAS, On January 09, 2020, the City of Angleton Planning & Zoning Commission held a public hearing, and approved the Specific Use Permit submitted by, Gambit Energy Storage, LLC; c/o Molly Emerson on behalf of the property owner Corey H. Anderson for the construction and operation of an energy storage park and necessary substation equipment for the storage of electrical energy on approximately 7.7 acre parcel identified by Property ID 570367; and

WHEREAS, on January 14, 2019, the Angleton Planning & Zoning Commission presented a written recommendation, and a public hearing was held regarding the granting of the Specific Use Permit for the purpose of allowing the construction and operation of an energy storage park and necessary substation equipment for the storage of electrical energy, and City of Angleton City Council considered the recommendation and approval by Planning & Zoning; and

**WHEREAS**, the City considered the factors and provisions set forth in the City of Angleton Code of Ordinances, Chapter 28 Zoning, Sec. 28-63 Specific Use Permits, on 7.7 acre parcel identified by Property ID 570367, Angleton, Texas with a base zoning of Single-family residential 7.2 District (SF-7.2);

WHEREAS, the City Council desires to grant the Specific Use Permit submitted Gambit Energy Storage allowing for the construction and operation of an energy storage park and necessary substation equipment for the storage of electrical energy, with the conditions set forth in the Planning & Zoning written recommendation and the attached site plan (Exhibit A);

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

**SECTION 1.** That all 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**. City Council approves the Specific Use Permit in accordance with City of Angleton Code of Ordinances Sec. 28-63 Specific Use Permits, and adopts the recommendation with conditions made by the Planning & Zoning Commission as follows:

(a.) The project site will be physically screened from all surrounding residences with an 8 ft tall masonry wall around the entire project perimeter (except for ingress/egress points) which will also aid with reducing noise. Existing vegetation supplemented with additional plantings as shown on the attached landscaping plan shall be provided and

maintained. Placement of plants along the border of the project site shall screen views of the facility from surrounding residences. The proposed planting shall be watered using a drip irrigation system.

- (b.) Construction can only occur on the site from 7:00 a.m. 6:00 p.m. Monday Friday and from 9:00 a.m. 5:00 p.m. on Saturdays, and construction is prohibited on Sundays.
- (c.) The primary access site will be public and through Murray Ranch Road. The developer will reconstruct Murray Ranch Road as a concrete or asphalt surface. Live Oak will serve as an emergency access easement. The emergency access shall at a minimum be 20' wide double swing, double leaf gate chain link with fabric knuckled top and bottom.
- (d.) The height of any structure, lighting, and container should be no greater than 10 feet from the foundations outside the project substation. One substation dead-end tower up to approximately 70 ft tall to interconnect with TNMP power line will be allowed with the project substation and all other equipment within the project substation shall be limited to 40ft
- (e.) Any light shall be operated so as not to produce obnoxious and intense glare or direct illumination across the bounding property line from a visible source of illumination of such intensity as to create a nuisance or detract from the use or enjoyment of adjacent property. All outside lights shall be made up of a light source and reflector so selected that acting together, the light beam is controlled and not directed across any bounding property line above a height of three feet. The allowable maximum intensity measured at the property line of a residential use in a residential district shall be 0.25-foot candles.
- (f.) A sound study shall be conducted to determine the ambient noise level prior to the installation of the project. The sound level emitted from the energy storage park shall be no louder than the average ambient noise level prior to the installation of the project, as measured at 100 feet outside the parcel boundary and the nearest existing receptor.
- (g.) The city staff will review and consider approving the design and location of one identification sign.
- (h.) The SUP will expire if construction of the Energy Storage Park is not completed within four years of the SUP effective date.
- (i.) The project will utilize night sky lights for security purposes. Lighting will be shielded from adjacent property and be of a down-light, diffused light type that will not be directed across and will not be visible from outside the property boundary
- (j.) An Emergency Response and Training Manual for the City of Angleton Fire Department, video-recorded training, and specific protocol for the City of Angleton first responders must be provided before the facility becomes operational.
- (k.) Gambit Energy Storage, LLC shall reimburse the City for expenses related to retaining a third-party inspector to review facility plans and construction.
- (l.) Provide easement agreements from adjacent property owners (TNMP & Mr. Richard Willy) for where the proposed water line is running prior to construction or disturbance of the site
- (m.) Vegetation shall be maintained in a healthy condition and the drainage plan functional.
- (n.) Drainage plan for the site shall be approved by the Angleton Drainage District.

**SECTION 3**. Severability. 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,

#### **ORDINANCE NO. 20200114-004**

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 one or more parts.

**SECTION 4**. Effective date. That this Ordinance shall be effective and in full force immediately upon its adoption.

**SECTION 5.** Proper Notice & Meeting. 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 14th DAY OF JANUARY 2020.

#### CITY OF ANGLETON, TEXAS

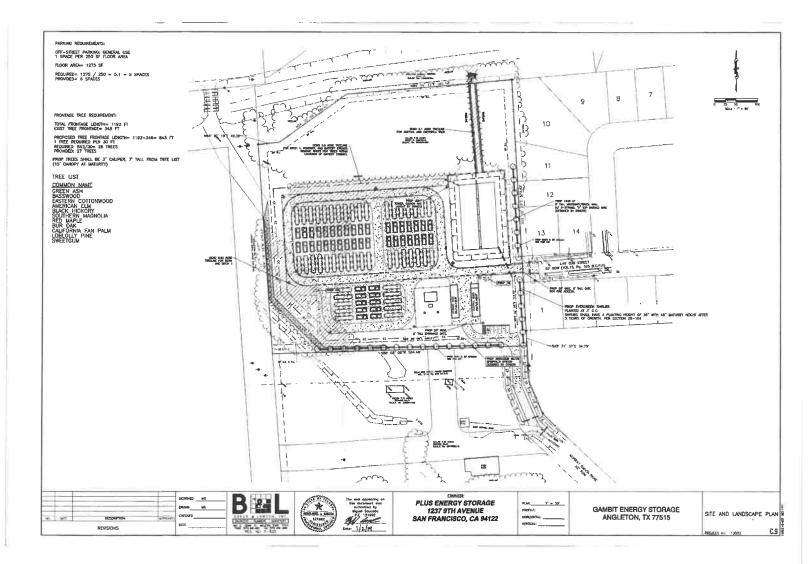
Jason Perez

Jason Perez Mayor

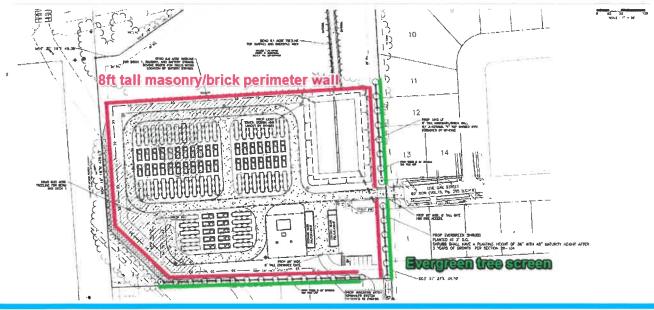
ATTEST:

Frances Aguilar, TRMC, CMC City Secretary Page 3 of 3

#### Exhibit A



## Visual Impacts – New Screening

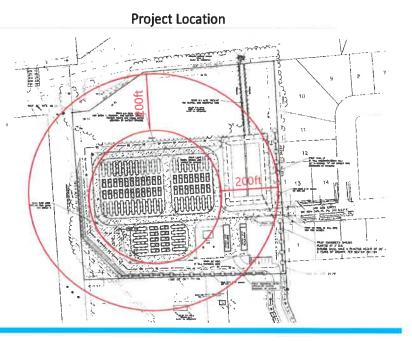




PROPRIETARY & CONFIDENTIAL

### Sound Impacts

- Project equipment approximately 200ft or 60meters from nearest home
- Transformers operate in 60 80db range, battery packs <75db</li>
- Sound decreases at inverse to distance<sup>2</sup>
- Sound will be mitigated by existing vegetation and masonry/brick wall
- Plus Power requesting for Special Use Permit to require project noise to be <u>no more than current</u> <u>ambient noise</u> at the parcel boundary





**PROPRIETARY & CONFIDENTIAL** 

## Why this location?

- Electrical characteristics of Angleton Substation are unique and attractive
- Project Site is 0.3 miles away from Texas New Mexico Power Co. substation located at N. Walker and W. Locust Streets
- Have entered into the ERCOT interconnection queue and started interconnection studies / process with TNMP Co.
- Currently vacant/agricultural land used for grazing





PROPRIETARY & CONFIDENTIAL

5



BUDGETED AMOUNT:	N/A FUNDS REQUESTED: N/A		
AGENDA ITEM SECTION:	Consent Agenda		
AGENDA CONTENT:	Update and discussion by Susan Spoor, Brazoria County Appraisal District board member and City representative.		
PREPARED BY:	Chris Whittaker		
MEETING DATE:	March 26, 2024		

FUND: N/A

#### **EXECUTIVE SUMMARY:**

Council passed Resolution No. 20231114-025 casting 42 votes on the Brazoria County Appraisal District Board Ballot for Susan Spoor. By one of the top majority votes, Ms. Spoor was voted to be on the BCAD Board in December.

As a representative of the City, Susan Spoor will give an annual update to Council.

#### **RECOMMENDATION:**

N/A



MEETING DATE:	March 26, 2024
PREPARED BY:	Debra Jones
AGENDA CONTENT:	Presentation of Completion – IGA Phase I WWTP
AGENDA ITEM SECTION:	Update, discussion, and possible action on the final results of the development phase 1, Facilities Savings Investment Grade Audit, presented by Schneider Electric.

#### BUDGETED AMOUNT: EnterTextHere FUNDS REQUESTED: EnterTextHere

#### FUND: EnterTextHere

#### **EXECUTIVE SUMMARY:**

The Investment Grade Audit (IGA) approved by Angleton City Council and executed on June 27, 2023 is now complete. Presentation of the final proposed scope items occurred on February 14<sup>th</sup>. Discussion and go/no go decisions were made of which projects should be priority for further development that would occur in IGA Phase 2.

Facility needs along with energy conservation measures have been identified. At this point, in tandem with city personnel input, Schneider Electric has identified three measures for the city's consideration.

For budgeting purposes, the total recommended project cost is estimated at approximately \$6M. The scope items defined for further development and implementation are:

- 1. Plant Water Reuse
- 2. Aeration Diffusers
- 3. Aeration Blowers

The final scope will vary dependent on the preference of City Leadership.

#### **RECOMMENDATION:**

Moving forward with Phase 2 and Phase 3 final development of the WWTP improvements. Cost \$419,000. Estimated completion 12/2024.



- MEETING DATE: March 26, 2024
- PREPARED BY: Chris Whittaker

AGENDA CONTENT: Henderson Road Progress Update

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

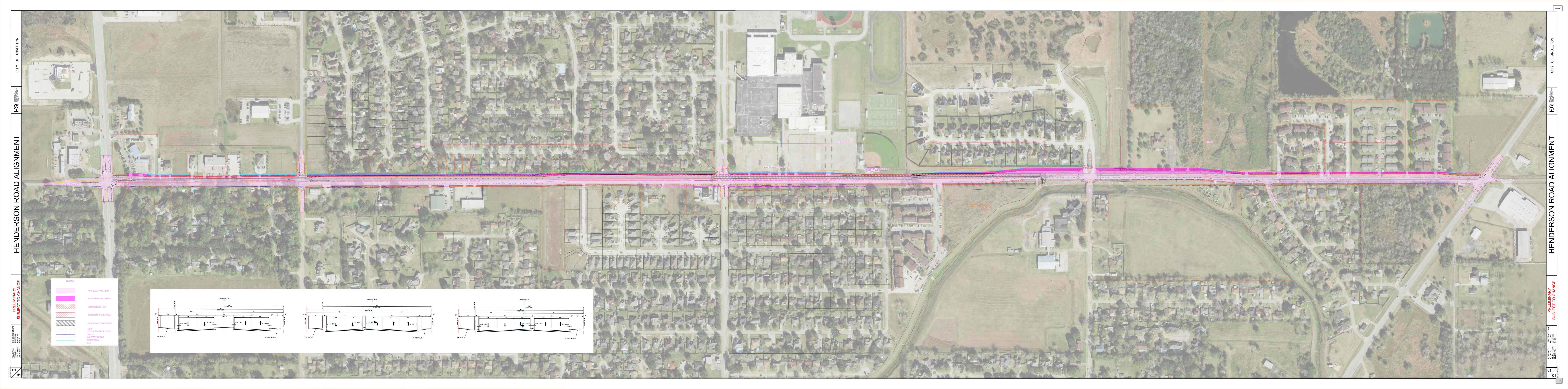
FUNDS REQUESTED: N/A

FUND: N/A

#### **EXECUTIVE SUMMARY:**

The City has requested updates be provided on the progress on Henderson Roadway. We will discuss how HDR is proceeding with the ROW Alignment Project.

**RECOMMENDATION:** 







MEETING DATE:	03/26/2024
PREPARED BY:	Jamie Praslicka, Emergency Management Coordinator
	Colleen Martin, Human Resource Risk Management
AGENDA CONTENT:	Discussion and update on Emergency Response from Severe Storm 24-003
AGENDA ITEM SECTION:	Regular Agenda

#### **BUDGETED AMOUNT:**

**FUNDS REQUESTED:** 

FUND: N/A

**EXECUTIVE SUMMARY:** Discussion and update on Emergency Response from Severe Storm on March 15<sup>th</sup> 2024 to include current cost.

#### **RECOMMENDATION:**



BUDGETED AMOUNT:	None	FUNDS REQUESTED: None	
AGENDA ITEM SECTION:	Regular Agenda		
AGENDA CONTENT:	Discussion and possible action to approve the Angleton 300 Res Dev LP, and Angleton Stasny Land LP, Petition for Dis-annexation of acreage from the corporate limits, being a tract containing 29.900 acres of land located in the Andrew Roberts Labor, Abstract no. 363 and the Jose De Jesus Valderas Survey, Abstract 380, in Brazoria County, Texas.		
PREPARED BY:	Otis T. Spriggs, AICP, Development Services Director		
MEETING DATE:	March 26, 2024		

FUND: None

#### **EXECUTIVE SUMMARY:**

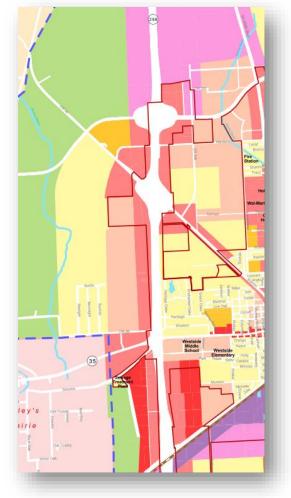
EXECUTIVE SUMMARY. This is a request for possible action to approve the Angleton 300 Res Dev LP, and Angleton Stasny Land LP, Petition for Dis-annexation of acreage from the corporate limits, being a tract containing 29.900 acres of land located in the Andrew Roberts Labor, Abstract no. 363 and the Jose De Jesus Valderas Survey, Abstract 380, in Brazoria County, Texas.

Previously, on June 27, 2023, City Council conducted discussions and received an update on the Stasny Ranch Development involving the same development group that filed the Petition for Removal from the ETJ, for a proposed 331-acre residential development, including (79) ½-acre lots and (157) 1-Acre Lots located at the north of intersection of SH 288 and SH 35, west of SH 288.

The other discussion topics on 6/27/2023 included:

- ETJ Per SB 3083 and upon closing on the land: A request for removal of the property from the city's ETJ to take effect on September 1, 2023.
- City Limits Upon closing of the land, the developer will request that the strip of land approximately 260' wide west of and parallel to Hwy. 288, be de-annexed from the city limits, for the following reasons:
- Jurisdictional oversight city vs. county.
- City services (water/sewer/police/fire/library, etc.) for portions of lots in the city.
- Calls for responses by police and fire for portions of lots.

• County Review – The developer has discussed this development with the Brazoria County and the commissioner. Brazoria County is prepared to assume development review and eventually accept and maintain the public streets.



#### Land Use Plan/Comprehensive Plan Considerations

Staff has reviewed the requested request to 'De-Annex' land out of the city limits as reflected in this petition and offers the following comments. The Comprehensive Plan (*Land Use Plan is attached*) recognized that areas along SH 288 should be reserved for and are most desirable for retail and office uses. These areas act as the gateway into the City, and as in most cities, our decision makers should be concerned with what happens in those areas or any of our gateways at the perimeter of the City.

In releasing the 303.96 acres from the ETJ, and deannexing from the City Limits, the 29.9-acre strip along 288 for residential, this area will not be more difficult to mix regional commercial from a long-term planning perspective.

The SH 35/SH 288 intersection is a major gateway into the City, which is definitely a growth sector and node that will see other developments, especially once the medical campus should develop to the southwest of that highway interchange.

**Recommendation**. Council should review and consider approval of the Angleton 300 Res Dev LP, and Angleton Stasny Land LP, Petition for Disannexation of acreage from the corporate limits, being a tract containing 29.900 acres of land located in the Andrew Roberts Labor, Abstract no. 363 and the Jose De Jesus Valderas Survey, Abstract 380, in Brazoria County, Texas. located north of the intersection of SH35 and SH288. ABHR

Direct Line: (713) 800-8061 Direct Fax: (713) 800-1516 HOUSTON 3200 Southwest Freeway, Suite 2600 Houston, TX 77027 (713) 860-6400

> Mai Lynn Womack Legal Assistant

mwomack@abhr.com

January 19, 2024

<u>VIA FEDERAL EXPRESS</u> <u>VIA EMAIL: mperez@angleton.tx.us</u> City of Angleton Ms. Michelle Perez, City Secretary 121 S. Velasco Angleton, TX 77515

> Re: Petition for Disannexation from the City of Angleton, TX (the "City") Corporate Limits (the "Petition") – 29.900 acres (the "Land")

Dear Ms. Perez:

For the City's review and consideration, please find enclosed the Petition from the landowner requesting disannexation of the Land from the corporate limits of the City. Please let us know if you have any questions or should need further information.

Sincerely,

martinact

Mai Lynn Womack

Enclosure

cc w/ encl. via email: Mr. Chris Whittaker, City Manager Ms. Judith El Masri, City Attorney Ms. Angie Lutz (Firm) Mr. Parke Patterson, Behrens Land Group

**CENTRAL TEXAS** 919 Congress Avenue, Suite 1500 Austin, TX 78701 (512) 518-2424 NORTH TEXAS 3100 McKinnon Street, Suite 1100 Dallas, TX 75201 (972) 823-0800 1162751

#### PETITION FOR DISANNEXATION FROM THE CITY OF ANGLETON, TEXAS CORPORATE LIMITS

#### THE STATE OF TEXAS

#### COUNTY OF BRAZORIA

## TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:

The undersigned, ANGLETON 300 RES DEV LP, a Texas limited partnership (the "Petitioner"), acting pursuant to the provisions of Chapter 43, Texas Local Government Code, particularly Section 43.142 of that Code, together with all amendments and additions thereto, respectfully petitions the City Council and the City of Angleton, Texas for the disannexation of the land described in Exhibit "A" (the "Land"). In support of this petition, the undersigned would show the following:

I.

The Petitioner holds fee simple title to the Land sought to be disannexed and there are no lienholders on the Land.

II.

The City of Angleton, Texas (the "City") acting under Section 43.142 of the Texas Local Government Code and the City's Charter may disannex the Land, as long as in the opinion of the City Council, and after conducting a public hearing the matter, there exists within the corporate limits of the City a territory not suitable or necessary for City purposes.

#### III.

Petitioner desires that the Land be disannexed in accordance with Section 43.142 of the Texas Local Government Code and pursuant to the City's local government charter.

IV.

Petitioner acknowledges that the amount of property taxes and fees collected by the City during the time the Land has been located within the City is less than or equal to the amount of money that the City has spent for the direct benefit of the Land during that same period.

V.

Petitioner waives any remedies or rights as set forth in law or equity pertaining to recovery of property taxes and fees collected by the City relative to the Land.

[EXECUTION PAGES FOLLOW]



**ANGLETON 300 RES DEV LP,** a Texas limited partnership

By: Angleton Res Dev GP, LLC a Texas limited liability company, its General Partner

Bv: Name: Title: Manager

PETITIONER

#### THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on this <u>5</u> day of <u>January</u>, 2024 by <u>Parke Patterson</u> Manager of Angleton Res Dev GP, LLC, a Texas limited liability company, General Partner of Angleton 300 Res Dev LP, a Texas limited partnership, on behalf of the entities.

RINKU PATEL Notary ID #128335158 My Commission Expires August 23, 2026

Notary Public, State of Texas

(NOTARY SEAL)

Attachment: Exhibit "A" – Description of the Land

Item 10.

County:BrazoriaProject:Serenity OaksJob No.236901MBS No.24-007

#### **FIELD NOTES FOR 29.900 ACRES**

Being a tract containing 29.900 acres of land located in the Andrew Roberts Labor, Abstract No. 363 and the Jose De Jesus Valderas Survey, Abstract No. 380, in Brazoria County, Texas. Said 29.900 acres being portions of a call 145.38 acre tract of land recorded in the name of Angleton 300 Res Dev LP in File Number 2023049300 and a call 158.58 acre tract of land recorded in the name of Angleton Stasny Land LP in File Number 2023049284, both of the Official Public Records of Brazoria County (O.P.R.B.C.). Said 29.900 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations):

**BEGINNING** at the southeast corner of said 145.38 acre tract and being on the west Right-of-Way (R.O.W.) line of State Highway 288 (width varies) as recorded in File Nos. 1973015899, 1974014880 and 1975001072 of the O.P.R.B.C and occupied south R.O.W. line of County Road 28 (width varies; no dedication found);

**THENCE**, with said south line and said occupied south R.O.W. line, South 86 degrees 41minutes 33 seconds West, a distance of 55.35 feet;

**THENCE**, through and across said 145.38 acre tract and aforesaid 158.58 acre tract and with the City of Angleton City Limit line as annexed under City of Angleton Annexation Ordinance Number 688, Tract 2, dated December 09, 1975, the following three (3) courses:

- 1) North 02 degrees 16 minutes 15 seconds West, a distance of 4,866.85 feet;
- 2) North 86 degrees 27 minutes 52 seconds East, a distance of 11.14 feet;
- 3) North 02 degrees 52 minutes 06 seconds West, a distance of 967.87 feet to the north line of said 158.58 acre tract and the southwest corner of a call 0.27 acre tract recorded in the name of City of Angleton in File Number 2012023815 of the O.P.R.B.C.;

**THENCE**, with the common line between said 0.27 acre tract and said 158.58 acre tract, North 86 degrees 09 minutes 08 seconds East, a distance of 259.05 feet to the southeast corner of said 0.27 acre tract, the northeast corner of said 158.58 acre tract and the west R.O.W. line of afore-said State Highway 288;

**THENCE**, with said R.O.W. line and the east lines of said 158.58 acre and said 145.38 acre tracts, South 02 degrees 16 minutes 15 seconds East, a distance of 4,390.53 feet to the northeast corner of a call 3.32 acre tract of land (styled "Tract 1") recorded in the name of The Angleton Drainage District in File Number 2014024678 of the O.P.R.B.C.;

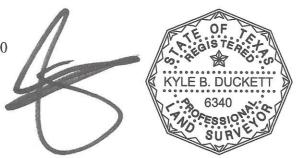
**THENCE**, with the common line between said 145.38 acre tract and said 3.32 acre tract, the following two (2) courses:

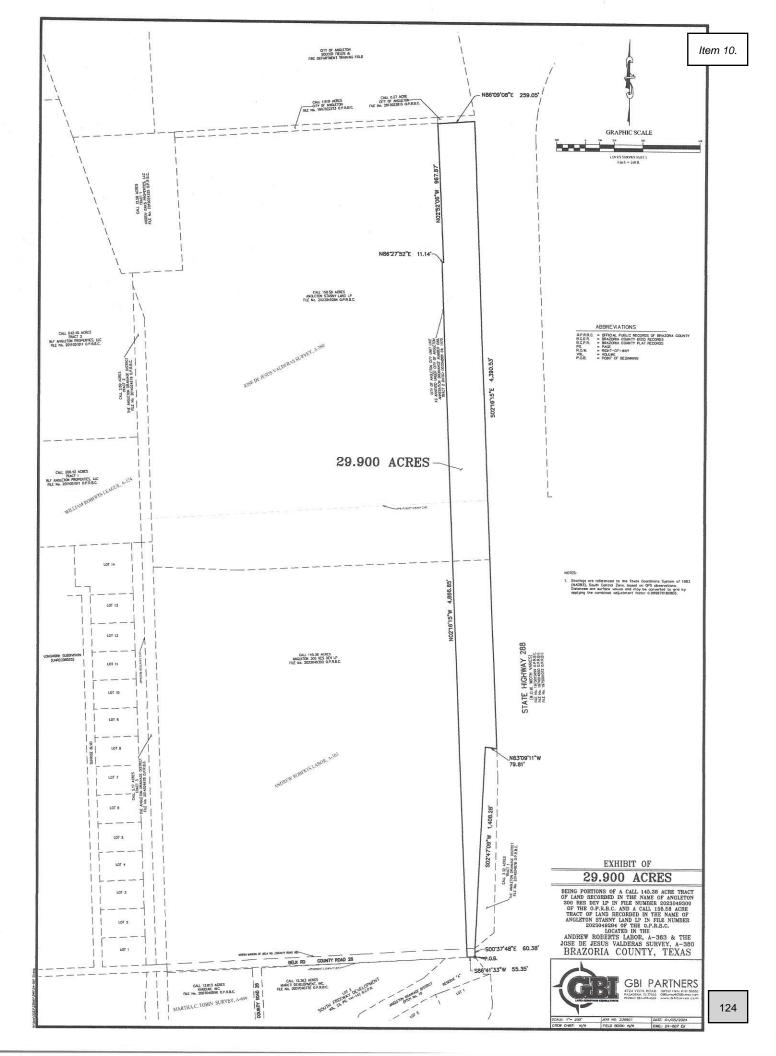
- 1) North 83 degrees 09 minutes 11 seconds West, a distance of 79.81 feet;
- 2) South 02 degrees 47 minutes 09 seconds West, a distance of 1,408.28 feet to the southwest corner of said 3.32 acre tract and being on the west R.O.W. line of aforesaid State Highway 288;

**THENCE**, with said R.O.W. line and the east line of said 145.38 acre tract, South 00 degrees 37 minutes 48 seconds East, a distance of 60.38 feet to the **POINT OF BEGINNING** and containing 29.900 acres of land.

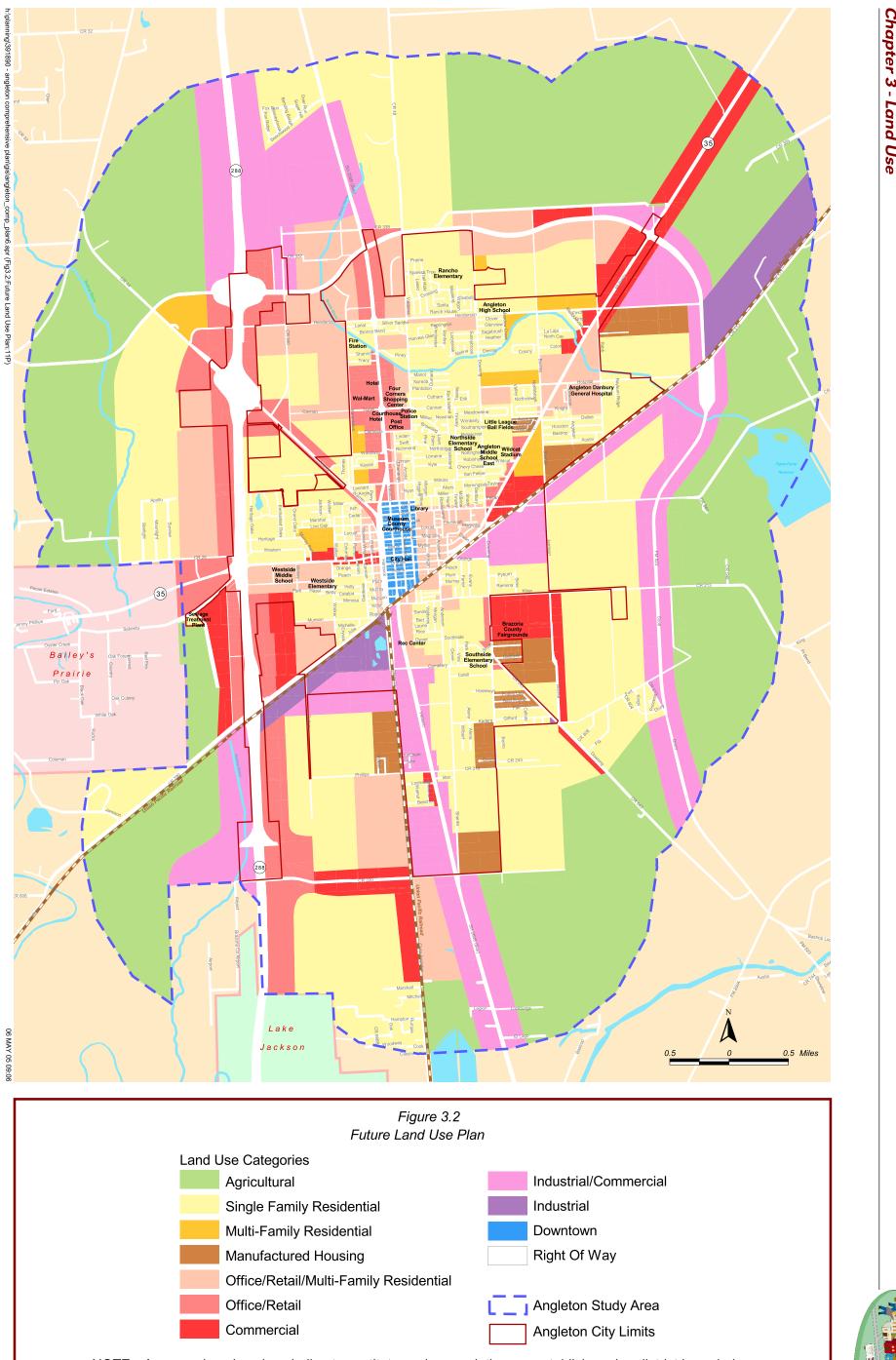
NOTE: THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL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

**GBI PARTNERS** TBPELS Firm No.10130300 Ph: 281.499.4539 January 05, 2024





## **Attachment 1**



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



#### CITY COUNCIL AGENDA SUMMARY/ REPORT

MEETING DATE:	March 26, 2024		
PREPARED BY:	Otis T. Spriggs, AICP, Director of Development Services		
AGENDA CONTENT:	Discussion and update on a development proposal for Serenity Oaks, formally known as Stasny Development for area currently within the ETJ of the City of Angleton, Texas for property totaling approximately 303.96 acres, located west of SH-288, north of SH 35.		
AGENDA ITEM SECTION:	Regular Agenda		
BUDGETED AMOUNT:	N/A	FUNDS REQUESTED: N/A	
FUND: N/A			

**EXECUTIVE SUMMARY.** Parke Patterson on behalf of landowners, ANGLETON 300 RES DEV LP, a Texas limited partnership and ANGLETON STASNY LAND LP, a Texas limited partnership (collectively, the "Petitioners"), has submitted a project summary and master plan for Serenity Oaks Development, formally known as Stasny on approximately 303.96 acres of land described by metes and bounds in Exhibit A within the extraterritorial jurisdiction of the City of Angleton, Texas.

The development will create a "large-lot" residential community with 286 homes to be developed on ½ and 1- acre lots in size (*Project overview and Land Plan are attached*).

**<u>Recommendation</u>**. Council should hold discussion and receive an update from the developer for the proposed 286-lot residential subdivision development.





#### Serenity Oaks – Project Overview Angleton City Council - March 26, 2024

#### <u>Our Goal</u>

• Create a large lot community that is desirable for the area which can be purchased at a reasonable price when compared to similar homes on smaller lots.

#### Our Master Plan

- See the attached master plan for 286 lots.
- 100% of the property will be single family residential.
- All lots are ½ and 1 acre in size; exceeding city and county minimum lot requirements.
- Existing trees will be saved in all areas possible as they are part of the community charm thus the name Serenity Oaks.
- Large lots will maintain the charm of the area and will be an open space amenity for each homeowner.
- The community will have subtle yet charming entry monuments with a wood railed fence.

#### Our Homes

- Two nationally recognized homebuilders will be chosen to build in Serenity Oaks.
- Homes will range from 1,800 3,000 SF on the  $\frac{1}{2}$  acre lots and 2,500 3,700 SF on the 1 acre lots.
- Home prices will range from \$375,000 to \$600,000
- These price points give homebuyers an option to purchase a home on a large lot at a price that is not much more than smaller sized 60', 70' and 80' wide lots.

#### Existing City Limits Map

• See the attached land plan with the city limits overlay.

#### **City Limits Background and Facts**

- The existing city limit line was part of a city annexation of this property and others in 1975. The city limit lines fall approx. 270' within the property.
- Since this area is only a small portion of the overall property that is currently in the city limits and currently requires no city services and generates very little tax revenue for the city, we are asking for it to remain as such.
- If this would remain in the city limits, the city would not be able to provide water or sewer capacity at a cost that makes sense for this type of large lot development.

- We would utilize MUD district that has already been created legislatively and set a tax rate similar to that of the City of Angleton.
- If this were developed into a smaller lot community, a much higher tax rate would have to be set in order for the development to occur and price points for homes would be similar but for a smaller lot.

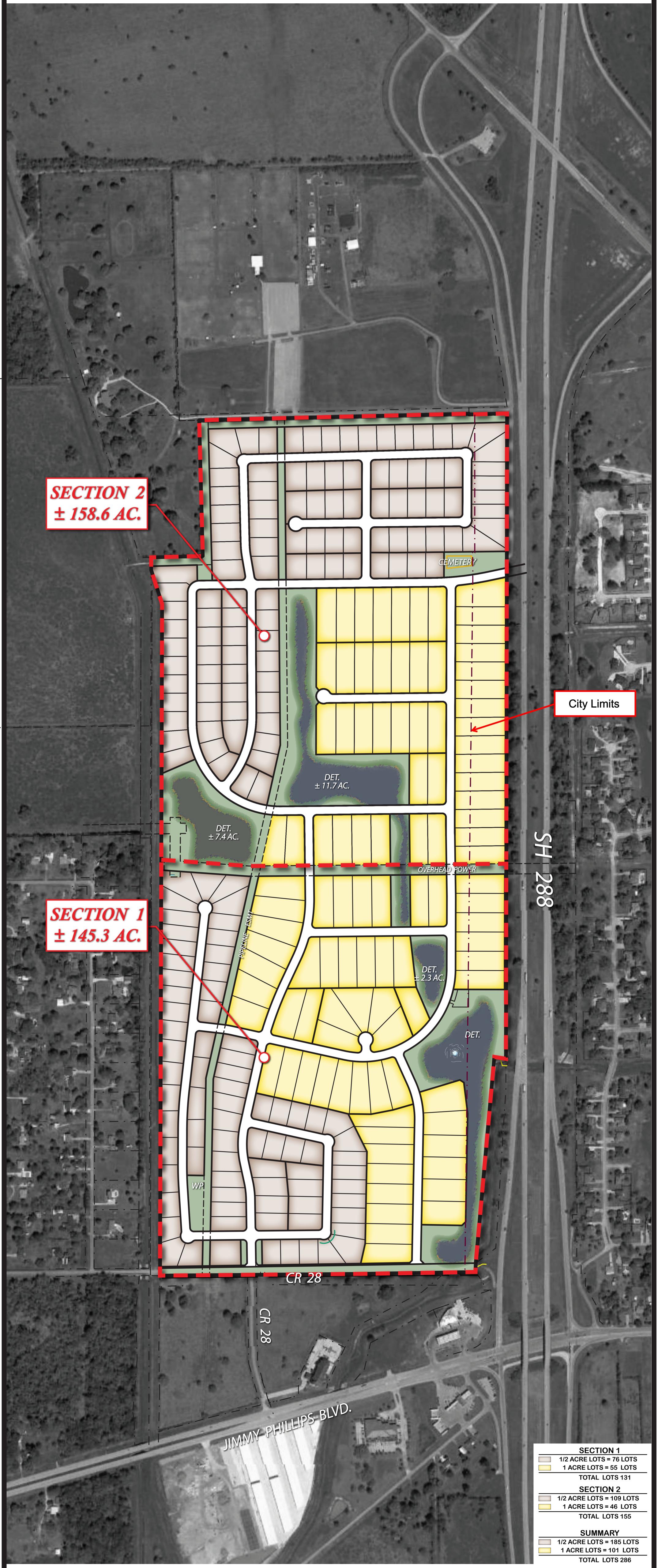
#### Water/Sanitary Sewer

- Water will be provided by a private water company.
- Sewer will be septic facilities on each lot.

#### **Our Request**

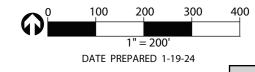
- Release from the ETJ as allowed by Senate Bill 238 application has been submitted to staff.
- De-annexation from the city limits of approximately 29.90 acres application has been submitted to staff

# ATTACHMENT 2



## **SERENITY OAKS**





129



MEETING DATE:	March 26, 2024		
PREPARED BY:	Otis T. Spriggs, AICP, Development Services Director		
AGENDA CONTENT:	Discussion and possible action to approve the Angleton 300 Res Dev LP, and Angleton Stasny Land LP, Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction (ETJ), being a tract containing 303.96 acres of land located in the Andrew Roberts Labor, in Brazoria County, Texas. Pursuant to the provisions of Subchapter D, Chapter 42 of the Texas Local Government Code.		
AGENDA ITEM SECTION:	Regular Agenda		
BUDGETED AMOUNT:	None	FUNDS REQUESTED: None	

FUND: None

#### **EXECUTIVE SUMMARY:**

EXECUTIVE SUMMARY. This is a request for approval of a petition filed originally on November 15, 2023, requesting release of approximately 303.96 acres of land from the extraterritorial jurisdiction (ETJ) of the City of Angleton enabled by new legislation known as Senate Bill 2038. The request is from the owners of the land known by council as Stasny Ranch and the petition is brought by the owners of the property; Angleton 300 Res Dev LP, and Angleton Stasny Land LP.

A Certificate of Insufficiency was provided to the petitioner by the City Secretary following an examination of the petition due to the lack of compliance with the Election Code requirements as set out in the new law found in the Texas Local Government Code Chapter 42. A second petition for removal from the ETJ was received by the City Secretary on November 29, 2023 and it was determined to comply with the requirements of Chapter 42- Subchapter D of the Texas Local Government Code and Chapter 277 of the Texas Election Code with the exception of the most recent insufficiency certificate provided to the petition regarding an insufficient boundary map exhibit, not satisfying Sec. 42.104 of the Texas Local Government Code.

Previously, on June 27, 2023, City Council conducted discussions and received an update on the Stasny Ranch Development involving the same development group that filed the Petition for Removal from the ETJ, for a proposed 331-acre residential development, including (79) ½-acre lots and (157) 1-Acre Lots located at the north of intersection of SH 288 and SH 35, west of SH 288.

The other discussion topics on 6/27/2023 included:

- ETJ Per SB 3083 and upon closing on the land: A request for removal of the property from the city's ETJ to take effect on September 1, 2023.
- City Limits Upon closing of the land, the developer will request that the strip of land approximately 260' wide west of and parallel to Hwy. 288, be de-annexed from the city limits, for the following reasons:
- Jurisdictional oversight city vs. county.
- City services (water/sewer/police/fire/library, etc.) for portions of lots in the city.
- Calls for responses by police and fire for portions of lots.
- County Review The developer has discussed this development with the Brazoria County and the commissioner. Brazoria County is prepared to assume development review and eventually accept and maintain the public streets.

**Recommendation**. Council should review and consider approval of the petition requesting removal from the Extraterritorial Jurisdiction of the City of Angleton, Texas for property totaling approximately 303.96 acres of land located north of the intersection of SH35 and SH288.

HOUSTON

Suile 2600 Houston, TX 77027 (713) 860-6400

3200 Southwest Freeway,

Mai Lynn Womack

Legal Assistant

**ABHR** 

Direct Line: (713) 800-8061 Direct Fax: (713) 800-1516

mwomack@abhr.com

November 28, 2023

<u>VIA FEDERAL EXPRESS</u> <u>VIA EMAIL: mperez@angleton.tx.us</u> City of Angleton Ms. Michelle Perez, City Secretary 121 S. Velasco Angleton, TX 77515

Re: Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction (the "Petition") – 303.96 acres (the "Land")

Dear Ms. Perez:

On behalf of the landowner, please find enclosed the Petition requesting release of the Land from the extraterritorial jurisdiction of the City of Angleton.

Sincerely,

Woman

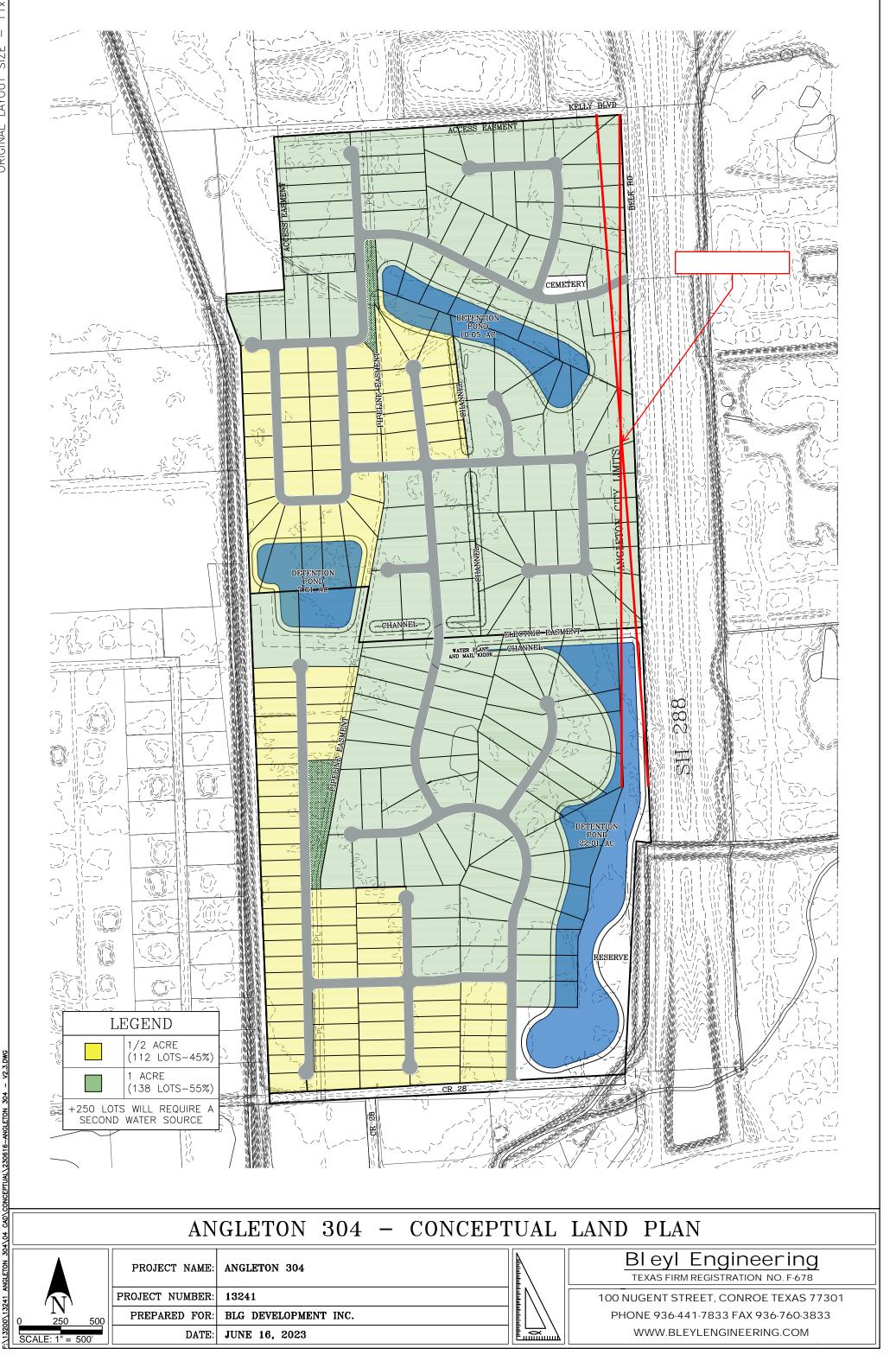
Mai Lynn Womack Legal Assistant

Enclosure

cc w/ encl. via email:

Mr. Chris Whittaker, City Manager Ms. Judith El Masri, City Attorney Ms. Angie Lutz (Firm) Mr. Parke Patterson, Behrens Land Group

NORTH TEXAS 3100 McKinnon Street, Suite 1100 Dallas, TX 75201 (972) 823-0800 1148709



## PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS § SCOUNTY OF BRAZORIA §

### TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:

ANGLETON 300 RES DEV LP, a Texas limited partnership and ANGLETON STASNY LAND LP, a Texas limited partnership (collectively, the "Petitioners"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions this Honorable City Council to release the approximately 303.96 acres of land described by metes and bounds in **Exhibit A** and shown on the map attached as **Exhibit B** (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Angleton, Texas, and in support of this petition the Petitioners represent, covenant, and agree as follows:

 $\mathbf{I}_{\infty}$ 

The Petitioners hold fee simple title to the Land, and hereby represent that they own a majority in value of the Land to be released from the extraterritorial jurisdiction of the City, as indicated by the certificate of ownership provided by the Brazoria Central Appraisal District, attached hereto as **Exhibit C**, as may be supplemented, as needed, by recorded deed recorded in the official public records of Brazoria County, Texas.

#### II.

The Petitioners represent that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

#### III.

The Petitioners represent that the Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

#### IV.

The Petitioners represent that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

#### V.

The Petitioners represent that the Land is not in an area designated as an industrial district under Section 42.944 of the Texas Local Government Code.

#### VI.

The Petitioners represent that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives the petition or the next meeting of municipality's governing body that occurs after the 30<sup>th</sup> day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

#### [EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on \_\_\_\_\_\_\_\_

, 2023.

ANGLETON 300 RES DEV LP, a Texas limited partnership

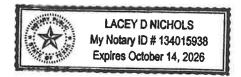
- By: Angleton Res Dev GP LLC, a Texas limited liability company, its General Partner
  - By: BLG Development, Inc., a Texas corporation, its Manager

	By: <u>MRBB</u> Name: <u>M. Keith Behrens</u> Title: <u>President</u> DOB: <u>04/27/1971</u> Residence Address: <u>803 WALNUT HILL</u> PK <u>BREWHAM, TX 77833</u> Date of Signing: <u>11/27/2023</u>
THE STATE OF TEXAS	\$ \$

COUNTY OF WCSMyston § This instrument was acknowledged before me on November

This instrument was acknowledged before me on <u>November</u> 27, 2023, by <u>M. Keth Beheer</u>, as <u>Presset</u> of BLG Development, Inc., a Texas corporation, Manager of Angleton Res Dev GP LLC,

a Texas limited liability company, General Partner of ANGLETON 300 RES DEV LP, on behalf of said corporation, said limited liability company, and said limited partnership.



(NOTARY SEAL)

Notary Public, State of Texas

#### ANGLETON STASNY LAND LP,

a Texas limited partnership

By: Angleton 300 GP LLC, a Texas limited liability company, its General Partner

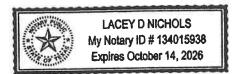
By: BLG Development, Inc., a Texas corporation, its Manager

By: MKB	
Name: M. Keith Bebrens	
Title: President	
DOB: 04/27/1971	
Residence Address: 803 WALNUT HILL DI	L
BRENHAM, TX 77833	
Date of Signing:	

THE STATE OF TEXAS	
COUNTY OF Washington	

This instrument was acknowledged before me on <u>November 27</u>, 2023, by <u>M. Kerth Behrens</u>, as <u>Pressent</u> of BLG Development, Inc., a Texas corporation, Manager of Angleton 300 GP LLC, a Texas limited liability company, General Partner of ANGLETON STASNY LAND LP, on behalf of said corporation, said limited liability company, and said limited partnership.

s s s



(NOTARY SEAL) Attachments: Exhibit A: Description of the Land Exhibit B: Map of the Land Exhibit C: Certificate of Ownership

Notary Public, State of Texas

County:BrazoriaProject:Serenity OaksJob No.236901MBS No.23-606

#### **FIELD NOTES FOR 303.96 ACRES**

Being a tract containing 303.96 acres of land located in the Andrew Roberts Labor, Abstract No. 363 and the Jose De Jesus Valderas Survey, Abstract No. 380, in Brazoria County, Texas. Said 303.96 acres being comprised of portions of a call 537.4 acre tract of land (as to those tracts styled "Tract 1" and "Tract 159") and a call 481.79 acre tract of land (as to that tract styled "Tract 158") recorded in the name of Mary Stasny Investment Partnership, Ltd. in File No. 1994015645, all of a call 5.630 acre tract of land recorded in the name of Mary Stasny Investment Partnership, Ltd. in File No. 1997022174, and a portion of a call 91.41 acre tract of land recorded in the name of Mary Stasny Investment Partnership, Ltd. in File No. 2003035788, all in the Official Public Records of Brazoria County (O.P.R.B.C.). Said 303.96 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations):

**BEGINNING** at a 1/2-inch capped iron rod stamped "RPLS 2112/6017" found at the southeast corner of a call 5.17 acre tract of land (styled "Tract 3") recorded in the name of The Angleton Drainage District in File No. 2014024678 of the O.P.R.B.C. and being on the south line of said 91.41 acres, from which a 1/2-inch capped iron rod stamped "RPLS 2112" found at the southwest corner of said 5.17 and 91.41 acres bears South 87 degrees 07 minutes 47 seconds West, 75.45 feet;

**THENCE**, with the east line of said 5.17 acres and a call 2.89 acre tract of land (styled "Tract 2") recorded in the name of The Angleton Drainage District in File No. 2014024678 of the O.P.R.B.C., North 02 degrees 11 minutes 42 seconds West, at 55.72 feet pass a found 1/2-inch capped iron rod stamped "RPLS 2112/6017", at 3,170.04 feet pass the common line between aforesaid 91.41 acres and aforesaid "Tract 159", from which a 5/8-inch capped iron rod stamped "RPLS 2112/6017" found for reference bears North 87 degrees 55 minutes 52 seconds West, 0.46 feet and a 1/2-inch iron pipe found at the upper northeast corner of said 91.41 acres bears North 86 degrees 24 minutes 07 seconds East, 19.38 feet, and continuing for a total distance of 4,568.44 feet to the northeast corner of said 2.89 acres, from which a found 1/2-inch capped iron rod stamped "RPLS 2112" bears North 54 degrees 36 minutes 03 seconds West, 1.17 feet;

**THENCE**, with the northeasterly line of said 2.89 acres, North 20 degrees 11 minutes 35 seconds West, a distance of 242.73 feet to a 5/8-inch capped iron rod stamped "GBI Partners" set at the northwest corner of said 2.89 acres and being on the east line of a call 642.45 acre tract of land recorded in the name of RLF Angleton Properties, LLC in File No. 2011051011 of the O.P.R.B.C.;

**THENCE**, with said east line, North 02 degrees 11 minutes 42 seconds West, at 26.85 feet pass a 1/2-inch capped iron rod stamped "RPLS 2112/6017" found for reference, and continuing for a total distance of 86.52 feet to a 1/2-inch iron rod found at the lower northeast corner of said 642.45 acres and being on the south line of a call 12.58 acre tract of land (styled "Tract 1") recorded in the name of Hidden Oaks Properties, LLC in File No. 2019024325 of the O.P.R.B.C.;

THENCE, with the south and east lines of said 12.58 acres, the following two (2) courses:

1.) North 86 degrees 07 minutes 42 seconds East, a distance of 350.84 feet to a 1/2-inch iron rod found at the southeast corner of said 12.58 acres;

2.) North 03 degrees 52 minutes 18 seconds West, a distance of 923.95 feet to the intersection of said east line with the south line of a call 1.810 acre tract of land recorded in the name of City of Angleton in File No. 1997022173 of the O.P.R.B.C., from which a found 1/2-inch capped iron rod stamped "Stroud" bears South 27 degrees 26 minutes 40 seconds West, 0.33 feet and a 1/2-inch capped iron rod stamped "RPLS 2112" found at the northeast corner of said 12.58 acres bears North 03 degrees 52 minutes 18 seconds West, 40.00 feet;

**THENCE**, with the said south line, the following two (2) courses:

1.) North 86 degrees 10 minutes 10 seconds East, at 59.70 feet pass a 1/2-inch capped iron rod stamped "Stroud" found for reference, and continuing for a total distance of 744.46 feet to a point from which a found 1/2-inch iron rod (bent) bears South 17 degrees 10 minutes 31 seconds West, 0.36 feet;

2.) North 86 degrees 16 minutes 39 seconds East, a distance of 1,090.87 feet to a 1/2-inch iron rod found at the southeast corner of said 1.810 acres and being on the west line of a call 0.27 acre tract of land recorded in the name of City of Angleton in File No. 2012023815 of the O.P.R.B.C.;

**THENCE**, with said west line, South 02 degrees 52 minutes 06 seconds East, a distance of 4.96 feet to the southwest corner of said 0.27 acre and northwest corner of aforesaid 5.630 acres, from which a found 1/2-inch capped iron rod stamped "Stroud" bears South 37 degrees 15 minutes 34 seconds East, a distance of 0.43 feet;

**THENCE**, with the common line between said 0.27 acre and said 5.630 acres, North 86 degrees 09 minutes 08 seconds East, a distance of 259.05 feet to the southeast corner of said 0.27 acre, the northeast corner of said 5.630 acres and being on the west Right-of-Way (R.O.W.) line of State Highway 288 (width varies) as recorded in File Nos. 1973015899, 1974014880 and 1975001072 of the O.P.R.B.C., from which a found 1/2-inch iron rod (bent) bears South 40 degrees 41 minutes 31 seconds East, a distance of 1.66 feet;

**THENCE**, with said R.O.W. line, South 02 degrees 16 minutes 15 seconds East, at 970.23 feet pass the southeast corner of said 5.630 acres, from which a found 1/2-inch iron rod bears South 87 degrees 45 minutes 26 seconds West, 0.42 feet, at 1,294.66 feet pass a concrete monument found for reference, at 2,295.02 feet pass a concrete monument found South 87 degrees 43 minutes 45 seconds West, 0.35 feet, at 2,668.37 feet pass a 1/2-inch iron rod found North 87 degrees 43 minutes 45 seconds East, 2.49 feet, at 3,295.59 feet pass a concrete monument found North 87 degrees 43 minutes 45 seconds East, 7.45 feet, and continuing for a total distance of 4,390.53 feet to the northeast corner of a call 3.32 acre tract of land (styled "Tract 1") recorded in the name of The Angleton Drainage District in File No. 2014024678 of the O.P.R.B.C., from which a found 1/2-inch capped iron rod stamped "RPLS 2112" bears South 83 degrees 09 minutes 11 seconds East, 7.74 feet;

THENCE, with the north and west lines of said 3.32 acres, the following two (2) courses:

1.) North 83 degrees 09 minutes 11 seconds West, a distance of 79.81 feet to a 1/2-inch capped iron rod stamped "RPLS 2112" found;

2.) South 02 degrees 47 minutes 09 seconds West, a distance of 1,408.28 feet to a concrete monument found at the southwest corner of said 3.32 acres and being on the westerly R.O.W. line of said State Highway 288;

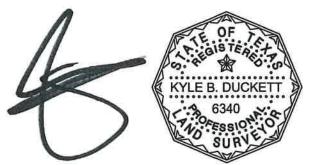
**THENCE**, with said R.O.W. line, South 00 degrees 37 minutes 48 seconds East, a distance of 60.38 feet to a concrete monument found on the south line of aforesaid "Tract 1" of aforesaid 537.4 acres;

**THENCE**, with said south line, South 86 degrees 41 minutes 33 seconds West, a distance of 771.62 feet to a 5/8-inch capped iron rod stamped "GBI Partners" set at the southwest corner of said "Tract 1" of said 537.4 acres and the southeast corner of aforesaid 91.41 acres;

**THENCE**, with the south line of said 91.41 acres, South 87 degrees 07 minutes 47 seconds West, a distance of 1,374.00 feet to the **POINT OF BEGINNING** and containing 303.96 acres of land.

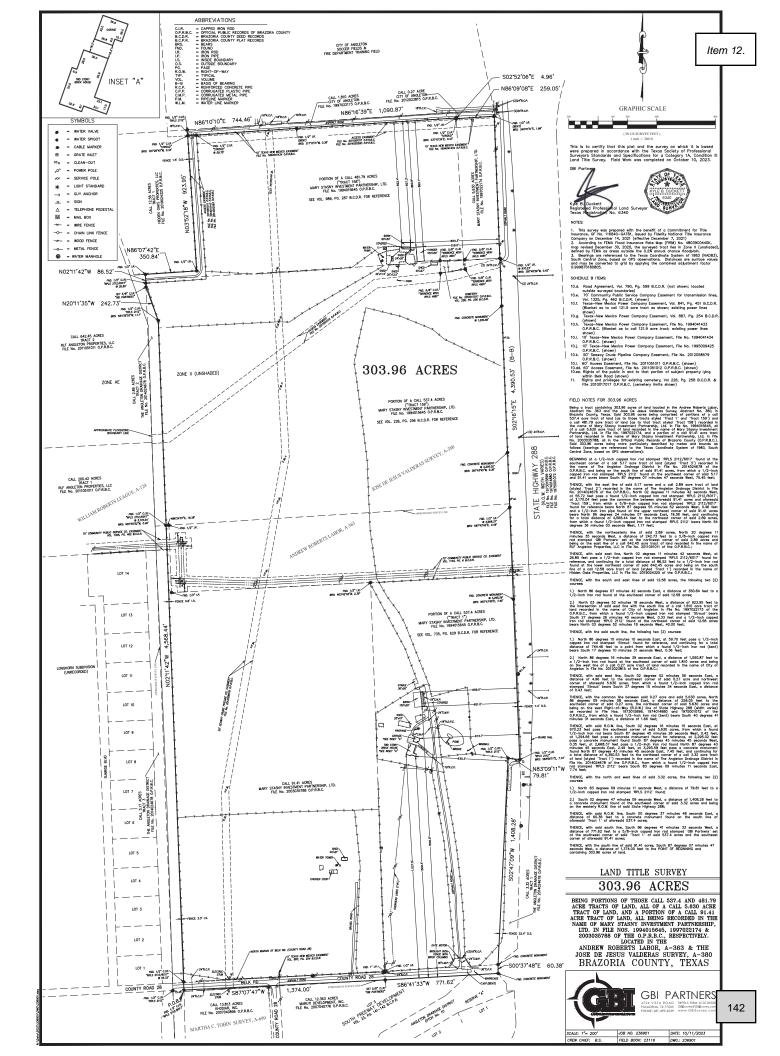
THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A LAND TITLE SURVEY FILED IN THE OFFICES OF GBI PARTNERS UNDER JOB NO. 236901.

**GBI PARTNERS** TBPELS Firm No.10130300 Ph: 281.499.4539 October 11, 2023



#### EXHIBIT B Map of the Land

See attached.



#### EXHIBIT C Certificate of Ownership

See attached.

0.000

#### **BRAZORIA COUNTY APPRAISAL DISTRICT**

MEMBERS OF THE BOARD Kristin Bulanek Tommy King Gail Robinson Bobby Brown George Sandars Susan Spoor

CHIEF APPRAISER Marcel Pierel III 500 North Chenango Angleton, Texas 77515 979-849-7792 Fax 979-849-7984

#### **Ownership Certificate**

Re: Total of 303.96 acres; 145.38 Acres, Abstract A-363 & 158.58 Acres, Abstracts A-363 & A-380

Date: November 07, 2023

Certificate No. 0272

I, the undersigned, hereby certify that I have examined the 2023 appraisal roll of Brazoria County Appraisal District as of November 7, 2023, for the land described in the legal description attached, the described property is listed in the name(s) of:

<u>Owner:</u>	Account Number:	<u>Market Value:</u>	Appraised Value:
145.38 Acres: ANGLETON 300 RES DEV LP ANGLETON 300 RES DEV LP	0363-0001-000* 0363-0002-000*	\$3,833,350 \$430,740	\$5,620 \$1,860
158.58 Acres: ANGLETON STASNY LAND LP ANGLETON STASNY LAND LP ANGLETON STASNY LAND LP	0380-0041-000* 0380-0041-110* 0363-0002-000* Partial*	\$3,915,980 \$157,410 \$430,740	\$31,920 \$460 \$1,860

Certified this the 7th day of November, 2023

Marcel Pierel III **Chief Appraiser** 

Requested by: Mai Lynn Womack Organization: Allen Boone Humphries Robinson LLP County:BrazoriaProject:Serenity OaksJob No.236901MBS No.23-606

#### FIELD NOTES FOR 303.96 ACRES

Being a tract containing 303.96 acres of land located in the Andrew Roberts Labor, Abstract No. 363 and the Jose De Jesus Valderas Survey, Abstract No. 380, in Brazoria County, Texas. Said 303.96 acres being comprised of portions of a call 537.4 acre tract of land (as to those tracts styled "Tract 1" and "Tract 159") and a call 481.79 acre tract of land (as to that tract styled "Tract 158") recorded in the name of Mary Stasny Investment Partnership, Ltd. in File No. 1994015645, all of a call 5.630 acre tract of land recorded in the name of Mary Stasny Investment Partnership, Ltd. in File No. 1997022174, and a portion of a call 91.41 acre tract of land recorded in the name of Mary Stasny Investment Partnership, Ltd. in File No. 2003035788, all in the Official Public Records of Brazoria County (O.P.R.B.C.). Said 303.96 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations):

**BEGINNING** at a 1/2-inch capped iron rod stamped "RPLS 2112/6017" found at the southeast corner of a call 5.17 acre tract of land (styled "Tract 3") recorded in the name of The Angleton Drainage District in File No. 2014024678 of the O.P.R.B.C. and being on the south line of said 91.41 acres, from which a 1/2-inch capped iron rod stamped "RPLS 2112" found at the southwest corner of said 5.17 and 91.41 acres bears South 87 degrees 07 minutes 47 seconds West, 75.45 feet;

**THENCE**, with the east line of said 5.17 acres and a call 2.89 acre tract of land (styled "Tract 2") recorded in the name of The Angleton Drainage District in File No. 2014024678 of the O.P.R.B.C., North 02 degrees 11 minutes 42 seconds West, at 55.72 feet pass a found 1/2-inch capped iron rod stamped "RPLS 2112/6017", at 3,170.04 feet pass the common line between aforesaid 91.41 acres and aforesaid "Tract 159", from which a 5/8-inch capped iron rod stamped "RPLS 2112/6017" found for reference bears North 87 degrees 55 minutes 52 seconds West, 0.46 feet and a 1/2-inch iron pipe found at the upper northeast corner of said 91.41 acres bears North 86 degrees 24 minutes 07 seconds East, 19.38 feet, and continuing for a total distance of 4,568.44 feet to the northeast corner of said 2.89 acres, from which a found 1/2-inch capped iron rod stamped "RPLS 2112" bears North 54 degrees 36 minutes 03 seconds West, 1.17 feet;

**THENCE**, with the northeasterly line of said 2.89 acres, North 20 degrees 11 minutes 35 seconds West, a distance of 242.73 feet to a 5/8-inch capped iron rod stamped "GBI Partners" set at the northwest corner of said 2.89 acres and being on the east line of a call 642.45 acre tract of land recorded in the name of RLF Angleton Properties, LLC in File No. 2011051011 of the O.P.R.B.C.;

**THENCE**, with said east line, North 02 degrees 11 minutes 42 seconds West, at 26.85 feet pass a 1/2-inch capped iron rod stamped "RPLS 2112/6017" found for reference, and continuing for a total distance of 86.52 feet to a 1/2-inch iron rod found at the lower northeast corner of said 642.45 acres and being on the south line of a call 12.58 acre tract of land (styled "Tract 1") recorded in the name of Hidden Oaks Properties, LLC in File No. 2019024325 of the O.P.R.B.C.;

THENCE, with the south and east lines of said 12.58 acres, the following two (2) courses:

1.) North 86 degrees 07 minutes 42 seconds East, a distance of 350.84 feet to a 1/2-inch iron rod found at the southeast corner of said 12.58 acres;

2.) North 03 degrees 52 minutes 18 seconds West, a distance of 923.95 feet to the intersection of said east line with the south line of a call 1.810 acre tract of land recorded in the name of City of Angleton in File No. 1997022173 of the O.P.R.B.C., from which a found 1/2-inch capped iron rod stamped "Stroud" bears South 27 degrees 26 minutes 40 seconds West, 0.33 feet and a 1/2-inch capped iron rod stamped "RPLS 2112" found at the northeast corner of said 12.58 acres bears North 03 degrees 52 minutes 18 seconds West, 40.00 feet;

**THENCE**, with the said south line, the following two (2) courses:

1.) North 86 degrees 10 minutes 10 seconds East, at 59.70 feet pass a 1/2-inch capped iron rod stamped "Stroud" found for reference, and continuing for a total distance of 744.46 feet to a point from which a found 1/2-inch iron rod (bent) bears South 17 degrees 10 minutes 31 seconds West, 0.36 feet;

2.) North 86 degrees 16 minutes 39 seconds East, a distance of 1,090.87 feet to a 1/2-inch iron rod found at the southeast corner of said 1.810 acres and being on the west line of a call 0.27 acre tract of land recorded in the name of City of Angleton in File No. 2012023815 of the O.P.R.B.C.;

**THENCE**, with said west line, South 02 degrees 52 minutes 06 seconds East, a distance of 4.96 feet to the southwest corner of said 0.27 acre and northwest corner of aforesaid 5.630 acres, from which a found 1/2-inch capped iron rod stamped "Stroud" bears South 37 degrees 15 minutes 34 seconds East, a distance of 0.43 feet;

**THENCE**, with the common line between said 0.27 acre and said 5.630 acres, North 86 degrees 09 minutes 08 seconds East, a distance of 259.05 feet to the southeast corner of said 0.27 acre, the northeast corner of said 5.630 acres and being on the west Right-of-Way (R.O.W.) line of State Highway 288 (width varies) as recorded in File Nos. 1973015899, 1974014880 and 1975001072 of the O.P.R.B.C., from which a found 1/2-inch iron rod (bent) bears South 40 degrees 41 minutes 31 seconds East, a distance of 1.66 feet;

**THENCE**, with said R.O.W. line, South 02 degrees 16 minutes 15 seconds East, at 970.23 feet pass the southeast corner of said 5.630 acres, from which a found 1/2-inch iron rod bears South 87 degrees 45 minutes 26 seconds West, 0.42 feet, at 1,294.66 feet pass a concrete monument found for reference, at 2,295.02 feet pass a concrete monument found South 87 degrees 43 minutes 45 seconds West, 0.35 feet, at 2,668.37 feet pass a 1/2-inch iron rod found North 87 degrees 43 minutes 45 seconds East, 2.49 feet, at 3,295.59 feet pass a concrete monument found North 87 degrees 43 minutes 45 seconds East, 7.45 feet, and continuing for a total distance of 4,390.53 feet to the northeast corner of a call 3.32 acre tract of land (styled "Tract 1") recorded in the name of The Angleton Drainage District in File No. 2014024678 of the O.P.R.B.C., from which a found 1/2-inch capped iron rod stamped "RPLS 2112" bears South 83 degrees 09 minutes 11 seconds East, 7.74 feet;

THENCE, with the north and west lines of said 3.32 acres, the following two (2) courses:

1.) North 83 degrees 09 minutes 11 seconds West, a distance of 79.81 feet to a 1/2-inch capped iron rod stamped "RPLS 2112" found;

2.) South 02 degrees 47 minutes 09 seconds West, a distance of 1,408.28 feet to a concrete monument found at the southwest corner of said 3.32 acres and being on the westerly R.O.W. line of said State Highway 288;

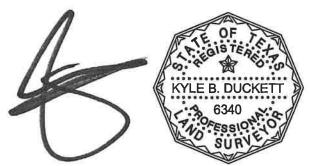
**THENCE**, with said R.O.W. line, South 00 degrees 37 minutes 48 seconds East, a distance of 60.38 feet to a concrete monument found on the south line of aforesaid "Tract 1" of aforesaid 537.4 acres;

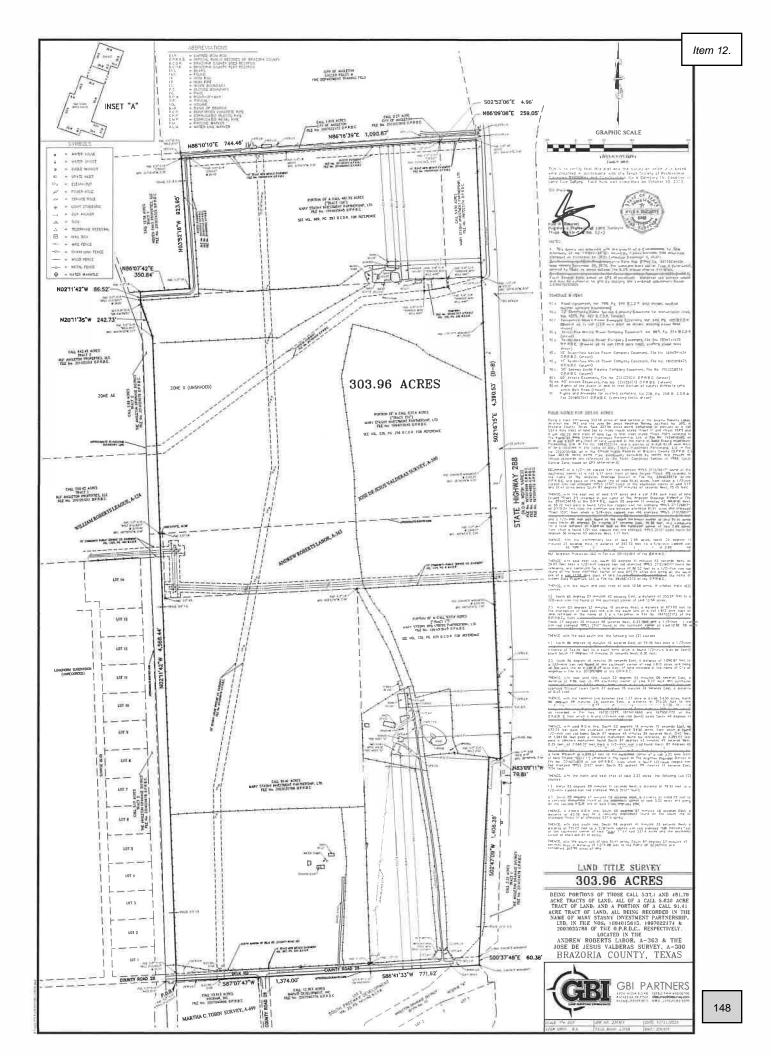
**THENCE**, with said south line, South 86 degrees 41 minutes 33 seconds West, a distance of 771.62 feet to a 5/8-inch capped iron rod stamped "GBI Partners" set at the southwest corner of said "Tract 1" of said 537.4 acres and the southeast corner of aforesaid 91.41 acres;

**THENCE**, with the south line of said 91.41 acres, South 87 degrees 07 minutes 47 seconds West, a distance of 1,374.00 feet to the **POINT OF BEGINNING** and containing 303.96 acres of land.

THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH A LAND TITLE SURVEY FILED IN THE OFFICES OF GBI PARTNERS UNDER JOB NO. 236901.

**GBI PARTNERS** TBPELS Firm No.10130300 Ph: 281.499.4539 October 11, 2023







# AGENDA ITEM SUMMARY FORM

MEETING DATE: March 26, 2024

PREPARED BY: Phillip Conner, Finance Director

AGENDA CONTENT: Discussion and possible action to approve Resolution No. 20240326-013 setting hearing date on the Amended & Restated Tax Increment Reinvestment Zone (TIRZ) No. 2 Project (*Riverwood Ranch*) and Financing Plan for April 23, 2024.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

### **EXECUTIVE SUMMARY:**

October 24, 2023, the City Council passed and approved a Resolution No. 20231024-010 creating the Riverwood Ranch North Public Improvement District (the "District") covering approximately 35.608 acres of land described by metes and bounds in said Resolution.

The City of Angleton wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the amendment of the Zone as identified within the City of Angleton, Texas Tax Increment Reinvestment Zone No. 2, Amended and Restated Final Project and Finance Plan (attached).

#### **RECOMMENDATION:**

Staff recommends approval the Resolution setting hearing date on the Amended & Restated Tax Increment Reinvestment Zone (TIRZ) No. 2 Project and Financing Plan for April 23, 2024, at 6:00 p.m., for the Riverwood North Public Improvement District, subject to final approval by the City Attorney.

#### **RESOLUTION NO. 20240326-013**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, SETTING A PUBLIC HEARING **UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR** THE AMENDMENT OF THE CITY OF ANGLETON, TEXAS TAX INCREMENT REINVESTMENT ZONE NO. 2, TO CONSIDER AMENDING THE PROJECT COSTS OF THE CITY OF ANGLETON, TEXAS TAX INCREMENT **REINVESTMENT ZONE NO. 2; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF** THE CITY OF ANGLETON, TEXAS, REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY OF ANGLETON. TEXAS TO PREPARE AN AMENDED AND **RESTATED FINAL PROJECT AND FINANCE PLAN.** 

**WHEREAS**, the City of Angleton, Texas (the "<u>City</u>"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "<u>Act</u>"), to create a tax increment reinvestment zone within its corporate limits; and

WHEREAS, the City previously created the City of Angleton, Texas Tax Increment Reinvestment Zone No. 2, (the "<u>Zone</u>") on July 14, 2020 by approving Ordinance No. 20200714-012 (the "<u>Creation Ordinance</u>"); and

**WHEREAS**, the City Council of the City (the "<u>City Council</u>") has determined it is in the best interest of the City to consider amending the Project Costs of the Zone; and

WHEREAS, the City Council wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the amendment of the Zone as identified within the *City of Angleton, Texas Tax Increment Reinvestment Zone No. 2, Amended and Restated Final Project and Finance Plan* (the "Amended Plan"); and

**WHEREAS**, in order to hold a public hearing for the amendment of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

**WHEREAS**, the City Council has determined to hold a public hearing on April 23, 2024, on the amendment of the Zone.

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

**SECTION I.** That a public hearing is hereby called for April 23, 2024, at 6:00 p.m., in the City Council Chamber, at Angleton City Hall, 120 S. Chenango Street, Angleton, Texas 77515, for the purpose of hearing any interested person speak for or against: (i) the inclusion of property within the Zone; (ii) the amendment of the Zone, (iii) the boundaries of the Zone; (iv) the concept of tax increment financing, and/or (v) the proposed amended project costs for the Zone.

**SECTION 2.** That at such time and place the City Council will hear testimony regarding (i) the inclusion of property within the Zone; (ii) the amendment of the Zone, (iii) the boundaries of the zone; (iv) the concept of tax increment financing, and/or (v) the proposed amended project costs for the Zone and will provide a reasonable opportunity for the owner of any property within the Zone to protest the term amendment of the Zone. Upon closing the public hearing, the City Council will consider the adoption of an ordinance amending the Zone and other related matters.

**SECTION 3.** That attached hereto as **Exhibit A** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

**SECTION 4.** That the City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto as **Exhibit A** in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing on April 23, 2024.

**SECTION 5.** That before the April 23, 2024, hearing concerning the Zone, the City shall prepare an amended and restated final project and finance plan.

**SECTION 6.** That this resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

DULY RESOLVED by the City Council of the City of Angleton, Texas, on the 26th day of March 2024.

CITY OF ANGLETON, TEXAS

John Wright Mayor

ATTEST:

APPROVED:

Michelle Perez, TRMC City Secretary Judith El-Masri City Attorney

151

#### Exhibit A

## CITY OF ANGLETON CITY COUNCIL NOTICE OF PUBLIC HEARING ON AMENDMENT OF CITY OF ANGLETON, TEXAS TAX INCREMENT REINVESTMENT ZONE NO. 2, CITY OF ANGLETON, TEXAS

THE CITY OF ANGLETON CITY COUNCIL WILL HOLD A PUBLIC HEARING ON APRIL 23, 2024 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBER LOCATED AT ANGLETON CITY HALL, 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515, ON THE AMENDMENT OF THE CITY OF ANGLETON, TEXAS TAX INCREMENT REINVESTMENT ZONE NO. 2, AND ITS BENEFITS TO THE CITY OF ANGLETON AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE ZONE TO PROTEST THE INCLUSION OF PROPERTY WITHIN THE ZONE; THE AMENDMENT OF THE ZONE; THE BOUNDARIES OF THE ZONE; THE CONCEPT OF TAX INCREMENT FINANCING, AND/OR THE PROPOSED AMENDED PROJECT COSTS FOR THE ZONE. A CITY OF ANGLETON, TEXAS TAX INCREMENT REINVESTMENT ZONE NO. 2, AMENDED AND RESTATED FINAL PROJECT AND FINANCE PLAN, INCLUSIVE OF THE PROPOSED PROJECT COSTS AMENDMENT, IS AVAILABLE IN THE OFFICE OF THE CITY SECRETARY AT 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515, AND IS AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE ZONE; THE AMENDMENT OF THE ZONE; THE BOUNDARIES OF THE ZONE; THE CONCEPT OF TAX INCREMENT FINANCING, AND/OR THE PROPOSED AMENDED PROJECT COSTS FORT HE ZONE. FOLLOWING THE PUBLIC HEARING, THE CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE AMENDING THE ZONE AND OTHER RELATED MATTERS.



# CITY OF ANGLETON TAX INCREMENT REINVESTMENT ZONE NO. 2 AMENDED & RESTATED PROJECT AND FINANCE PLAN APRIL 23, 2024

# TABLE OF CONTENTS

Table of Contents1
Section 1: Definitions
Section 2: Introduction1
Section 3: Description and Maps
Section 4: Proposed Changes to Ordinances, Plans, Codes, Rules, and Regulations
Section 5: Relocation of Displaced Persons
Section 6: Non-Project Costs
Section 7: Public Improvements
Section 8: Project Costs
Section 9: Economic Feasibility
Section 10: Estimated Bonded Indebtedness
Section 11: Appraised Value5
Section 12: Method of Financing
Section 13: Duration of the Zone, Termination
List of Exhibits
Exhibit A-1 – Map of the Zone9
Exhibit A-2 – Map of the Riverwood Ranch Property10
Exhibit A-3 - Map of the Riverwood Ranch North Property11
Exhibit B – Project Costs
Exhibit C – Non-Project Costs
Exhibit D – Estimated Timeline of Incurred Costs14
Exhibit E-1 – Feasibility Study
Exhibit E-2 – Riverwood Ranch Feasibility Study16
Exhibit E-3 - Riverwood Ranch North Feasibility Study17
Exhibit F-1 – Map of the Public Improvements for Riverwood Ranch
Exhibit F-2 – Map of the Public Improvements for Riverwood Ranch North
Exhibit G – Proposed Uses of the Property27
Exhibit H – Legal Description

#### **SECTION 1: DEFINITIONS**

Capitalized terms used in this Amended Plan shall have the meanings given to them in **Section I** below unless otherwise defined in this Amended 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," shall be a reference to a Section of this Amended Plan or an Exhibit attached to and made a part of this Amended Plan for all purposes.

"Act" means Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended.

"Administrative Costs" means the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone, including reasonable charges for the time spent by employees of the City in connection with the implementation of this Amended Plan, planning, engineering, legal services, organizational costs, reasonable third-party administration costs, publicizing costs, costs of operating the Zone and project facilities paid by or on behalf of the City that are directly related to the administration of the Zone, as well as payments made at the discretion of the governing body of the municipality that it finds necessary or convenient to the administration and operation of the Zone or to the implementation of this Amended Plan for the Zone. Administrative Costs shall include costs incurred prior to the adoption of this Amended Plan.

"Amended Plan" means this Amended and Restated City of Angleton Reinvestment Zone No. 2, Final Project and Finance Plan.

"Appraisal District" means the Brazoria County Central Appraisal District.

"Board" means the Board of Directors for the Zone.

"**Captured Appraised Value**" means the taxable value of the Zone, on a parcel-by-parcel basis for each year during the term of the Zone, as calculated and confirmed annually by the Appraisal District, less the Tax Increment Base.

"City" means the City of Angleton, Texas.

"City Council" means the governing body of the City.

"**City TIRZ Increment**" means the portion of the City's ad valorem tax increment equal to twentyseven percent (27%) of the ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone, as further described in **Section 12**. "**Creation Ordinance**" means Ordinance No. 20200714-012 adopted by the City Council on July 14, 2020, designating the creation of the Zone and the Board.

**"Facilities and Creation Costs Agreement"** means the Facilities and Creation Costs Reimbursement Agreement entered into by the City and the Owner on July 14, 2020.

"Feasibility Study" means the economic feasibility study as prepared at the creation of the Preliminary Plan as updated and amended by this Amended Plan, as further described in Section
9, and shown on Exhibit E-1, as it may subsequently be amended.

**"Final Plan"** means the City of Angleton Reinvestment Zone No. 2, Final Project and Finance Plan adopted by the City Council on September 12, 2023, by approval of Ordinance No. 20230912-017.

"Owner" means Riverwood Ranch, LLC and any successors or assigns thereof that completed development of the property in the Zone for the ultimate purpose of transferring title to end users.

"**Preliminary Plan**" means the *City of Angleton Reinvestment Zone No. 2, Preliminary Project and Finance Plan,* approved by the City Council on July 14, 2020.

"Project Costs" means the total costs for projects in the Zone, including Administrative Costs.

"Property" means 78.10 acres of land as depicted on Exhibit A-1 and described in Exhibit H.

"**Public Improvements**" means the public improvements including roads, water, wastewater, storm water, landscaping and parks, detention, interest and financing costs and related infrastructure that serves the Property.

"Riverwood Ranch Developer" means Riverwood Ranch, LLC and any successors or assigns thereof that completed development of the property in the Zone for the ultimate purpose of transferring title to end users.

"Riverwood Ranch North PID Assessment" means an Assessment levied against the Assessed Property within the Riverwood Ranch North PID as further described in the Riverwood Ranch North PID Service and Assessment Plan.

**"Riverwood Ranch North PID Service and Assessment Plan"** means that certain Riverwood Ranch North Public Improvement District Service and Assessment Plan, as originally adopted by the City on April 23, 2024 pursuant to Ordinance No. \_\_\_\_\_, and as amended from time to time.

"**Riverwood Ranch North Property**" means the approximate 35.62 acres of land located within the Zone owned by the Riverwood Ranch Developer, and depicted on **Exhibit A-3**.

"**Riverwood Ranch North Public Improvement District**" means the Riverwood Ranch North Public Improvement District, which includes certain of the Property within its boundaries, created by Resolution No. 20231010-008 of the City passed on October 10, 2023.

"Riverwood Ranch PID Assessment" means an Assessment levied against the Assessed Property within the Riverwood Ranch PID as further described in the Riverwood Ranch PID Service and Assessment Plan.

**"Riverwood Ranch PID Service and Assessment Plan"** means that certain Riverwood Ranch Public Improvement District Service and Assessment Plan, as originally adopted by the City on October 12, 2021 pursuant to Ordinance No. 20211012-013, and as amended from time to time.

"**Riverwood Ranch Property**" means the approximate 42.48 acres of land located within the Zone owned by the Riverwood Ranch Developer, and depicted on **Exhibit A-2**.

"**Riverwood Ranch Public Improvement District**" means the Riverwood Ranch Public Improvement District, which includes certain of the Property within its boundaries, created by Resolution No. 20191112-011 of the City passed on November 12, 2019.

"**Tax Increment Base**" means total appraised value of taxable real property in the Zone at the time of creation of the Zone.

"TIRZ No. 2 Annual Credit Amount" means the City TIRZ Increment remaining after the payment of Administrative Costs designated towards the principal and interest portion of the Annual Installment of Assessments for the Assessed Property (each as defined in the Riverwood Ranch PID Service and Assessment Plan and the Riverwood Ranch North PID Service and Assessment Plan), as calculated and further described in Section V.F of the Riverwood Ranch PID Service and Assessment Plan and the Riverwood Ranch North PID Service and Assessment Plan and the Riverwood Ranch North PID Service and Assessment Plan, as amended, which amount shall not exceed the TIRZ Maximum Annual Credit Amount.

"**TIRZ Maximum Annual Credit Amount**" means the amount set forth for each Lot Type as further described in the Riverwood Ranch PID Service and Assessment Plan and the Riverwood Ranch North PID Service and Assessment Plan.

"TIRZ No. 2 Fund" means the tax increment fund created by the City and segregated from all other funds of the City.

"Zone" means City of Angleton Tax Increment Reinvestment Zone No. 2, as depicted on Exhibit A-1, and described in Exhibit H.

## **SECTION 2: INTRODUCTION**

#### 2.1 Authority and Purpose

The City created the Zone using the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the City Council determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is economically feasible, and that creation of the Zone was in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the Project Costs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

#### 2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

- substantially arrests or impairs the sound growth of the municipality designating the Zone, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
- is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City; or
- 3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community; or
- 4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

#### 2.3 The Zone

The Property within the Zone is currently located within the corporate limits of the City. The Property is predominantly open, undeveloped or underdeveloped, and substantially impairs and arrests the sound growth of the City. Due to its size, location, and physical characteristics development would not occur solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentive to attract development for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Final Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, a quality development that will significantly enhance the value of all taxable real property in the Zone and will be of general benefit to the City.

### 2.4 Preliminary Plan and Hearing

Before the City Council adopted the Creation Ordinance, the City Council prepared a Preliminary Plan in accordance with the Act and held a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons were given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property, who have all petitioned for the Zone's creation, were given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the Preliminary Plan, the purpose of which was to describe, in general terms, the development of the Zone, and the public improvements that would be undertaken by the Zone. A description of the uses of the Property is located in **Exhibit F**, and confirmed by the adoption of this Amended Plan.

#### 2.5 Creation of the Zone

Upon the closing of the July 14, 2020 public hearing, the City Council approved the Creation Ordinance and made the following findings:

- 1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, and
- 2) that the Zone is feasible, and
- 3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and
- 4) that the Zone met the eligibility requirements of the Act.

Among other provisions required by the Act, the Creation Ordinance appointed the Board.

#### 2.6 Council Action

#### 2.6.1 Facilities and Creation Costs Agreement

On July 14, 2020, the City Council approved the Facilities and Creation Costs Agreement which terminated all previous agreement involving the Zone, and agreed to contribute twenty-seven percent (27%) of the tax increment collected by the City on the Captured Taxable Value of real property from Developer's Land ("Tax Increment") to a TIRZ Increment Fund created by the City. This Amended Plan provides a more detailed description of how such projects will be undertaken and financed by the Zone.

#### 2.6.2 Final Project and Finance Plan

On September 12, 2023, the City Council approved Ordinance No. 20230912-017, adopting a Final Plan for the Zone.

#### 2.6.3 Amended Plan

On April 23, 2024, the Board reviewed and recommended to the City Council this Amended Plan, which amends and restates the Final Plan in its entirety. The City Council shall consider this Amended Plan, pursuant to which the City will contribute the City TIRZ Increment into the TIRZ Fund to fund the Project Costs benefiting the Zone.

## **SECTION 3: DESCRIPTION AND MAPS**

#### 3.1 Existing Uses and Conditions

The Property was zoned Planned Development when the Zone was created. The Planned Development zoning ordinance remains in effect, as amended on January 12, 2021. The majority of the Property was undeveloped or underdeveloped, at the time of creation. Development required extensive public infrastructure that: (1) the City could not provide, and (2) would not be provided solely through private investment in the foreseeable future.

#### 3.2 Current Uses

The current uses of the Property in the City include single-family residential and open space, as shown on **Exhibit G**.

# SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the City and shall be subject to the City's zoning regulation. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water,

sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

## SECTION 5: RELOCATION OF DISPLACED PERSONS

No persons were displaced and in need of relocation due to the creation of the Zone or will be due to the implementation of this Amended Plan.

## SECTION 6: NON-PROJECT COSTS

Non-project costs are costs that were spent to develop in the Zone but will not be financed by the Zone, and were financed by other funds. The list of non-project costs is shown on **Exhibit C** and are estimated to be approximately \$71,390,500.

## SECTION 7: PUBLIC IMPROVEMENTS

#### 7.1 Categories of Public Improvements

All Public Improvements were designed and constructed or will be designed and constructed in accordance with all applicable City standards and were or will be otherwise inspected, approved, and accepted by the City or other public entity operating and maintaining the infrastructure.

#### 7.2 Locations of Public Improvements

The locations of the Public Improvements are or will be completed and not expected to change; and the Public Improvements have been or will be accepted by the City or other public entities providing services.

## **SECTION 8: PROJECT COSTS**

#### 8.1 Project Costs

The total Project Costs for the Zone, which include the Administrative Costs, are estimated to be \$10,520,419. The Riverwood Ranch Projects are estimated to be \$4,510,321, and the Riverwood Ranch North Projects are estimated to be \$5,622,177, as shown on **Exhibit B**.

#### 8.2 Estimated Administrative Costs

The Administrative Costs are estimated to be \$10,000 annually and escalating at two percent (2%) thereafter, and shall be paid each year from the Zone.

#### 8.3 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually beginning at the time the Zone was created and through the duration of the Zone. It is estimated the Project Costs began to be incurred during calendar years 2021 and shall continue through 2026 as shown on **Exhibit D**.

## SECTION 9: ECONOMIC FEASIBILITY

#### 9.1 Feasibility Study

The Feasibility Study, as shown on **Exhibit E-1**, focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$15,346,537 in total new City real property tax revenue for the City. Approximately \$4,143,565 will be deposited into the TIRZ No. 2 Fund to pay for the Project Costs over the life of the Zone. The remaining real property tax revenue over that period, estimated at \$11,202,972 shall be retained by the City.

One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

## SECTION 10: ESTIMATED BONDED INDEBTEDNESS

No bonded indebtedness issued by the City pursuant to the Act is contemplated.

## **SECTION 11: APPRAISED VALUE**

#### **11.1** Taxable Increment Base

The Tax Increment Base of the Zone at the time of creation was \$125,440, and was confirmed by the Appraisal District. Each year, the Appraisal District shall confirm the current Captured Appraised Value. The taxable value of the Zone as of Tax Year 2022 is \$7,417,869 and Tax Year 2023 is \$8,447,390.

#### 11.2 Estimated Captured Appraised Value

It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$135,473,472, as shown on **Exhibit E-1**. The actual Captured Appraised Value, as certified by the Appraisal District, for each year, will be used to calculate the annual City TIRZ Increment, pursuant to this Amended Plan.

## SECTION 12: METHOD OF FINANCING

This Amended Plan shall obligate the City to deposit the City TIRZ Increment into the TIRZ No. 2 Fund. For example, in FY 2024, the City;s ad valorem tax rate is \$0.52301 per \$100 of assessed value, therefore the City would contribute \$0.14121 per \$100 of the Captured Appraised Value in the Zone levied and collected, into the TIRZ No. 2 Fund.

The revenue produced by the Zone shall be used annually as follows:

- 1) For reasonable Administrative Costs of the Zone; then
- 2) The TIRZ No. 2 Annual Credit Amount,; then
- 3) Any remaining TIRZ Revenue after the first two obligations shall be transferred to the General Fund of the City.

All payments of Project Costs shall be made solely from the TIRZ No. 2 Fund and from no other funds of the City, unless otherwise approved by the governing body. The TIRZ No. 2 Fund shall only be used to pay the Project Costs. The City may amend this Amended Plan in compliance with the Facilities and Creation Costs Agreement, and the Act, including but not limited to what is considered a Project Cost.

The Public Improvements are to be constructed within the boundaries of the Riverwood Ranch PID and the Riverwood Ranch North PID and are to be financed in part by the City via the levy of Riverwood Ranch PID Assessments and Riverwood Ranch North PID Assessments, as further described in the Riverwood Ranch PID Service and Assessment Plan and the Riverwood Ranch North Service and Assessment Plan. In accordance with the Facilities and Creation Costs Agreement, the Zone shall contribute to the Public Improvements annually, in the form of the TIRZ No. 2 Annual Credit Amount, as further described in the Riverwood Ranch PID Service and Assessment Plan and the Riverwood Ranch PID Service and Assessment Plan and the Riverwood Ranch PID Service and Assessment Plan and the Riverwood Ranch North PID Service and Assessment Plan and the Riverwood Ranch North PID Service and Assessment Plan and the Riverwood Ranch North PID Service and Assessment Plan and the Riverwood Ranch North PID Service and Assessment Plan and the Riverwood Ranch North PID Service and Assessment Plan and the Riverwood Ranch North PID Service and Assessment Plan and the Riverwood Ranch North PID Service and Assessment Plan, and as depicted on **Exhibit G**.

## SECTION 13: DURATION OF THE ZONE, TERMINATION

#### 13.1 Duration

The stated term of the Zone commenced upon the execution of the Creation Ordinance and shall continue until December 31, 2050, with the last increment being deposited by January 31, 2051, unless otherwise terminated in accordance with the Creation Ordinance, or the Act.

#### 13.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2050, or (ii) at such time that the Project Costs have been paid in full. If upon expiration of the stated term of the Zone, the

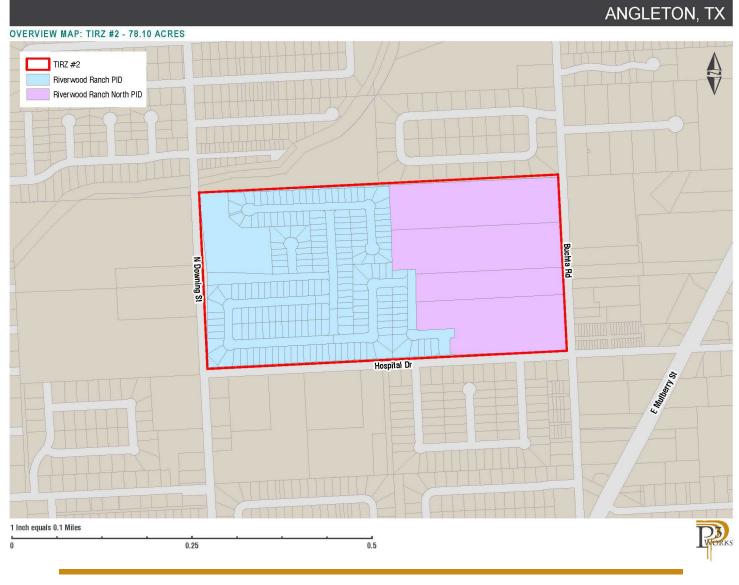
obligations of the Zone have not been fully funded by the TIRZ No. 2 Fund, the City shall have no obligation to pay the shortfall and the term shall not be required to be extended. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

## LIST OF EXHIBITS

- Exhibit A-1 Map of the Zone
- Exhibit A-2 Map of the Riverwood Ranch Property
- Exhibit A-3 Map of the Riverwood Ranch North Property
- **Exhibit B** Project Costs
- Exhibit C Non-Project Costs
- Exhibit D Estimated Timeline of Incurred Costs
- Exhibit E-1 Feasibility Study
- Exhibit E-2 Riverwood Ranch Feasibility Study
- Exhibit E-3 Riverwood Ranch North Feasibility Study
- **Exhibit F-1** Map of the Public Improvements for Riverwood Ranch
- Exhibit F-2 Map of the Public Improvements for Riverwood Ranch North
- Exhibit G Proposed Uses of the Property
- Exhibit H Legal Description

[Remainder of page left intentionally blank.]

## EXHIBIT A-1 – MAP OF THE ZONE



CITY OF ANGLETON TAX INCREMENT REINVESTMENT ZONE NO. 2 AMENDED & RESTATED PROJECT AND FINANCE PLAN



## **EXHIBIT A-2 – MAP OF THE RIVERWOOD RANCH PROPERTY**



## **EXHIBIT A-3 - MAP OF THE RIVERWOOD RANCH NORTH PROPERTY**

# **EXHIBIT B – PROJECT COSTS**

#### Reinvestment Zone Number Two, City of Angleton, Texas Project Costs

Public Improvements		Total
Riverwood Ranch Projects <sup>1</sup>	_	TOLAT
Roadway	\$	1,698,506
Water	\$	376,407
Wastewater	\$	452,137
Storm Water	\$	655,617
Landscape and Park	\$	425,589
Contingency	\$	360,826
Soft Costs	\$	541,238
Subtotal		4,510,321
Riverwood Ranch North Projects <sup>1</sup>		
Streets - Paving	\$	1,536,146
Clearing & Grubbing	\$	200,000
Drainage - Storm Water	\$	325,050
Potable Water	\$	307,830
Wastewater	\$	438,650
Landscaping, Parks and Amentities	\$	127,230
Drainage - Detention	\$	391,251
Contingency	\$	815,822
Soft Costs	\$	643,468
Interest and Financing Costs <sup>2</sup>	\$	836,729
Subtotal		5,622,177
Public Improvements Subtotal	\$	10,132,497
Administrative Costs		387,922
Total Project Costs <sup>1</sup>	\$	10,520,419

(1) As provided by the Owner.

(2) Allocable share of the estimated financing costs of the Public Improvements for Riverwood Ranch North, subject to change.

## EXHIBIT C – NON-PROJECT COSTS

			L	ot Va	alue	Buildout Value			
Development	Lot Type <sup>1</sup>	Units	Per Unit		Total	Per Unit		Total	Non-Project Costs
Riverwood Ranch	45' Lot	148	\$ 42,750		6,327,000	\$ 226,500		33,522,000	27,195,000
Riverwood Ranch	50' Lot	30	\$ 47,500		1,425,000	\$ 247,000		7,410,000	5,985,000
Riverwood Ranch	60' Lot	27	\$ 57,000		1,539,000	\$ 268,500		7,249,500	5,710,500
	Subtotal	205		\$	9,291,000		\$	48,181,500	\$ 38,890,500
Riverwood Ranch North	50' Lot	80	\$ 60,000		4,800,000	\$ 285,000		22,800,000	18,000,000
Riverwood Ranch North	60' Lot	64	\$ 65,000		4,160,000	\$ 300,000		19,200,000	15,040,000
	Subtotal	144		\$	8,960,000		\$	42,000,000	\$ 33,040,000
	Total	349		\$	18,251,000		\$	90,181,500	\$ 71,930,500

#### Footnotes:

(1) Based on data provided by the Owner on January 11, 2024.

City of Angleton Tax Increment Reinvestment Zone No. 2 Estimated Timeline of Incurred Project Costs										
			Riverwood							
	Calendar	Ad	ministrative	Riv	erwood Ranch		Ranch		Total Proj	ect Costs <sup>1</sup>
Zone Year	Year		Costs		Projects	No	rth Projects		Annual	Cumulative
Base	2020									
1	2021	\$	-	\$	545,427	\$	-	\$	545,427	\$ 545,427
2	2022	\$	-	\$	125,646	\$	-	\$	125,646	\$ 671,073
3	2023	\$	10,000	\$	1,764,818	\$	1,157,851	\$	2,932,668	\$ 3,603,741
4	2024	\$	10,200	\$	854,407	\$	4,272,247	\$	5,136,854	\$ 8,740,595
5	2025	\$	10,404	\$	738,999	\$	192,079	\$	941,482	\$ 9,682,077
6	2026	\$	10,612	\$	481,024	\$	-	\$	491,636	\$ 10,173,713
7	2027	\$	10,824	\$	-	\$	-	\$	10,824	\$ 10,184,538
8	2028	\$	11,041	\$	-	\$	-	\$	11,041	\$ 10,195,578
9	2029	\$	11,262	\$	-	\$	-	\$	11,262	\$ 10,206,840
10	2030	\$	11,487	\$	-	\$	-	\$	11,487	\$ 10,218,327
11	2031	\$	11,717	\$	-	\$	-	\$	11,717	\$ 10,230,043
12	2032	\$	11,951	\$	-	\$	-	\$	11,951	\$ 10,241,994
13	2033	\$	12,190	\$	-	\$	-	\$	12,190	\$ 10,254,184
14	2034	\$	12,434	\$	-	\$	-	\$	12,434	\$ 10,266,618
15	2035	\$	12,682	\$	-	\$	-	\$	12,682	\$ 10,279,300
16	2036	\$	12,936	\$	-	\$	-	\$	12,936	\$ 10,292,237
17	2037	\$	13,195	\$	-	\$	-	\$	13,195	\$ 10,305,431
18	2038	\$	13,459	\$	-	\$	-	\$	13,459	\$ 10,318,890
19	2039	\$	13,728	\$	-	\$	-	\$	13,728	\$ 10,332,618
20	2040	\$	14,002	\$	-	\$	-	\$	14,002	\$ 10,346,620
21	2041	\$	14,282	\$	-	\$	-	\$	14,282	\$ 10,360,903
22	2041	\$	14,568	\$	-	\$	-	\$	14,568	\$ 10,375,471
23	2042	\$	14,859	\$	-	\$	-	\$	14,859	\$ 10,390,330
24	2044	\$	15,157	\$	-	\$	_	\$	15,157	\$ 10,405,487
25	2045	\$	15,460	\$	-	\$	-	\$	15,460	\$ 10,420,947
26	2045	\$	15,769	\$	-	\$	-	\$	15,769	\$ 10,436,716
27	2040	\$	16,084	\$	-	\$	-	\$	16,084	\$ 10,452,800
28	2047	\$	16,406	\$	-	\$	-	\$	16,406	\$ 10,469,206
29	2040	\$	16,734	\$	-	\$	-	\$	16,734	\$ 10,485,940
30	2050	\$	17,069	\$	-	\$	-	\$	17,069	\$ 10,503,009
31	2050	\$	17,005	\$	_	\$	-	\$	17,005	\$ 10,520,419
 To		ې \$	387,922	ې \$	4,510,321	ې \$	5,622,177	-	<b>10,520,419</b>	÷ 10,320,413
10	u	Ŷ	307,322	Ļ	7,310,321	Ļ	3,022,177	ڊ ر	10,320,413	

## **EXHIBIT D – ESTIMATED TIMELINE OF INCURRED COSTS**

(1) Estimate provided for illustrative purposes only.

# **EXHIBIT E-1 – FEASIBILITY STUDY**

	Reinvestment Zone Number Two, City of Angleton, Texas										
					Feasibility Stu	dy					
								City			
_		Currently /	Added Development				_				
Zone	Calendar	Growth/		New Taxable	Incremental	TIRZ Increment			Retained Ne		
Year	Year	Year <sup>1</sup>	Value <sup>2</sup>	Value	Value	%	Annual	Cumulative	Annual	Cumulative	
Base	2020	<b>0</b> 01		125,440		0.70/					
1	2021	2%	-	1,156,510	1,031,070	27%	-	-	-		
2	2022	2%	6,238,229	7,417,869	7,292,429	27%	1,456	1,456	3,937	3,93	
3	2023	2%	1,437,053	\$8,892,630	8,767,190	27%	10,298	11,754	27,842	31,77	
4	2024	2%	27,997,550	37,068,033	36,942,593	27%	12,380	24,134	33,473	65,25	
5	2025	2%	38,599,680	76,409,074	76,283,634	27%	52,168	76,302	141,047	206,29	
6	2026	2%	9,748,250	87,685,505	87,560,065	27%	107,723	184,025	291,251	497,54	
7	2027	2%	5,501,635	94,940,850	94,815,410	27%	123,647	307,672	334,304	831,85	
8	2028	2%	-	96,839,667	96,714,227	27%	133,892	441,564	362,005	1,193,85	
9	2029	0.0%	-	96,839,667	96,714,227	27%	136,574	578,137	369,254	1,563,11	
10	2030	0.0%	-	96,839,667	96,714,227	27%	136,574	714,711	369,254	1,932,36	
11	2031	2%	-	98,776,460	98,651,020	27%	136,574	851,285	369,254	2,301,62	
12	2032	2%	-	100,751,989	100,626,549	27%	139,309	990,593	376,649	2,678,27	
13	2033	2%	-	102,767,029	102,641,589	27%	142,098	1,132,691	384,192	3,062,46	
14	2034	2%	-	104,822,369	104,696,929	27%	144,944	1,277,635	391,885	3,454,34	
15	2035	2%	-	106,918,817	106,793,377	27%	147,846	1,425,481	399,732	3,854,07	
16	2036	2%	-	109,057,193	108,931,753	27%	150,807	1,576,288	407,737	4,261,81	
17	2037	2%	-	111,238,337	111,112,897	27%	153,826	1,730,114	415,901	4,677,71	
18	2038	2%	-	113,463,104	113,337,664	27%	156,906	1,887,021	424,228	5,101,94	
19	2039	0.0%	-	113,463,104	113,337,664	27%	160,048	2,047,069	432,723	5,534,66	
20	2040	0.0%	-	113,463,104	113,337,664	27%	160,048	2,207,117	432,723	5,967,39	
21	2041	2%	-	115,732,366	115,606,926	27%	160,048	2,367,165	432,723	6,400,11	
22	2042	2%	-	118,047,013	117,921,573	27%	163,253	2,530,418	441,387	6,841,50	
23	2043	2%	-	120,407,953	120,282,513	27%	166,521	2,696,939	450,224	7,291,72	
24	2044	2%	-	122,816,112	122,690,672	27%	169,855	2,866,794	459,238	7,750,96	
25	2045	2%	-	125,272,435	125,146,995	27%	173,256	3,040,050	468,432	8,219,39	
26	2046	2%	-	127,777,883	127,652,443	27%	176,724	3,216,774	477,811	8,697,20	
27	2047	2%	-	130,333,441	130,208,001	27%	180,262	3,397,037	487,376	9,184,58	
28	2048	2%	-	132,940,110	132,814,670	27%	183,871	3,580,908	497,133	9,681,71	
29	2049	0.0%	-	132,940,110	132,814,670	27%	187,552	3,768,460	507,086	10,188,80	
30	2050	0.0%	-	132,940,110	132,814,670	27%	187,552	3,956,013	507,086	10,695,88	
31	2051	2%	-	135,598,912	135,473,472	27%	187,552	4,143,565	507,086	11,202,97	
	Total		89,522,397				4,143,565		11,202,972		
	As	sumptions					Fc	otnotes			
2020 Ba	se Taxable \	/alue <sup>3</sup>	\$125,440		1) Values increase	d at 2%	annually with t	wo years of no g	growth each dec	ade to	
2022 Tax	kable Value		\$7,417,869		simulate an econo	omic dov	vnturn.				
2023 Tax	kable Value		\$8,892,630		2) Based on data	provided	l by the Develo	per.			
City AV F	Rate		0.523013		3) As provided by	the App	raisal District.				

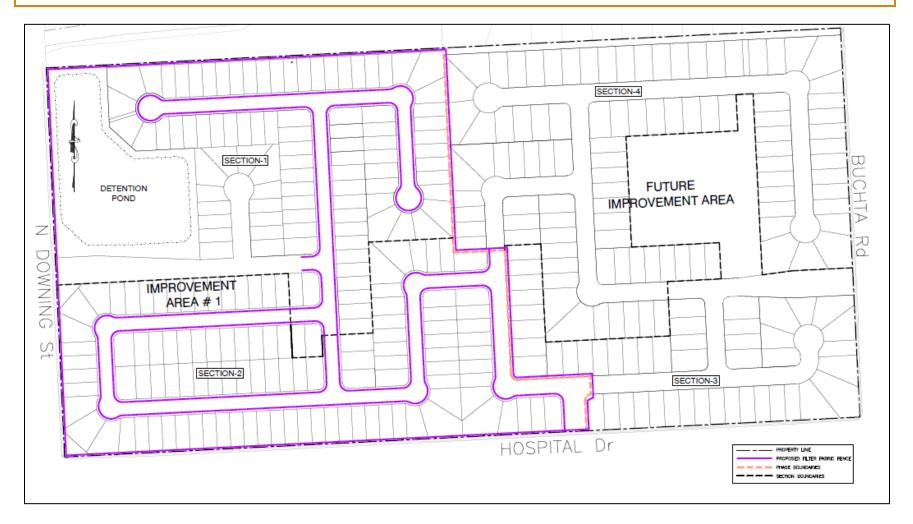
# EXHIBIT E-2 – RIVERWOOD RANCH FEASIBILITY STUDY

Reinvestment Zone No. 2, City of Angleton, Texas Riverwood Ranch Feasibility Study										
		-								
					01 TID7					
Zone			Added Development	New Taxable	Incremental		City TIRZ Incre	ement		
Year	Calendar Vear	Growth/ Year <sup>1</sup>	Value <sup>2</sup>	Value	Value	%	Annual	Cumulative		
Base	2020	Growthy real	Value	73,080	Value	70		cumulative		
1	2021			622,207	549,126	27%	-	-		
2	2022	2%	6,238,229	6,872,879	6,799,799	27%	775	775		
3	2023	2%	1,437,053	8,447,390	8,374,310	27%	9,602	10,378		
4	2024	2%	20,184,800	28,801,138	28,728,058	27%	11,826	22,203		
5	2025	2%	9,772,134	39,149,295	39,076,215	27%	40,568	62,771		
6	2026	2%	8,452,172	48,384,452	48,311,372	27%	55,181	117,952		
7	2027	2%	5,501,635	54,853,776	54,780,696	27%	68,222	186,174		
8	2028	2%	-	55,950,851	55,877,771	27%	77,358	263,532		
9	2029	0.0%	-	55,950,851	55,877,771	27%	78,907	342,439		
10	2030	0.0%	-	55,950,851	55,877,771	27%	78,907	421,346		
11	2031	2%	-	57,069,868	56,996,788	27%	78,907	500,253		
12	2032	2%	-	58,211,266	58,138,186	27%	80,487	580,740		
13	2033	2%	-	59,375,491	59,302,411	27%	82,099	662,839		
14	2034	2%	-	60,563,001	60,489,921	27%	83,743	746,582		
15	2035	2%	-	61,774,261	61,701,181	27%	85,420	832,002		
16	2036	2%	-	63,009,746	62,936,666	27%	87,130	919,132		
17	2037	2%	-	64,269,941	64,196,861	27%	88,875	1,008,008		
18	2038	2%	-	65,555,340	65,482,260	27%	90,655	1,098,662		
19	2039	0.0%	-	65,555,340	65,482,260	27%	92,470	1,191,132		
20	2040	0.0%	-	65,555,340	65,482,260	27%	92,470	1,283,602		
21	2041	2%	-	66,866,447	66,793,367	27%	92,470	1,376,072		
22	2042	2%	-	68,203,776	68,130,696	27%	94,321	1,470,393		
23	2043	2%	-	69,567,851	69,494,771	27%	96,210	1,566,603		
24	2044	2%	-	70,959,208	70,886,128	27%	98,136	1,664,739		
25	2045	2%	-	72,378,392	72,305,312	27%	100,101	1,764,839		
26	2046	2%	-	73,825,960	73,752,880	27%	102,105	1,866,944		
27	2047	2%	-	75,302,479	75,229,399	27%	104,149	1,971,093		
28	2048	2%	-	76,808,529	76,735,449	27%	106,234	2,077,327		
29	2049	0.0%	-	76,808,529	76,735,449	27%	108,361	2,185,688		
30	2050	0.0%	-	76,808,529	76,735,449	27%	108,361	2,294,049		
31	2051	2%	-	78,344,700	78,271,620	27%	108,361	2,402,410		
	Total		51,586,022				2,402,410			
	A									
	Assumptions	3	4		Footnotes:	aluc ir		with the surface		
	2020 Base Taxa		\$ 73,080		. ,		crease annually, w			
	2022 Taxable Va		\$ 7,417,869			ch decad	de to simulate an	economic		
	2023 Taxable V	alue	\$ 8,447,390		downturn.					
	City AV Rate		0.52301				led by the Develo	per.		
	(3) As provided by the Appraisal District.									

# EXHIBIT E-3 - RIVERWOOD RANCH NORTH FEASIBILITY STUDY

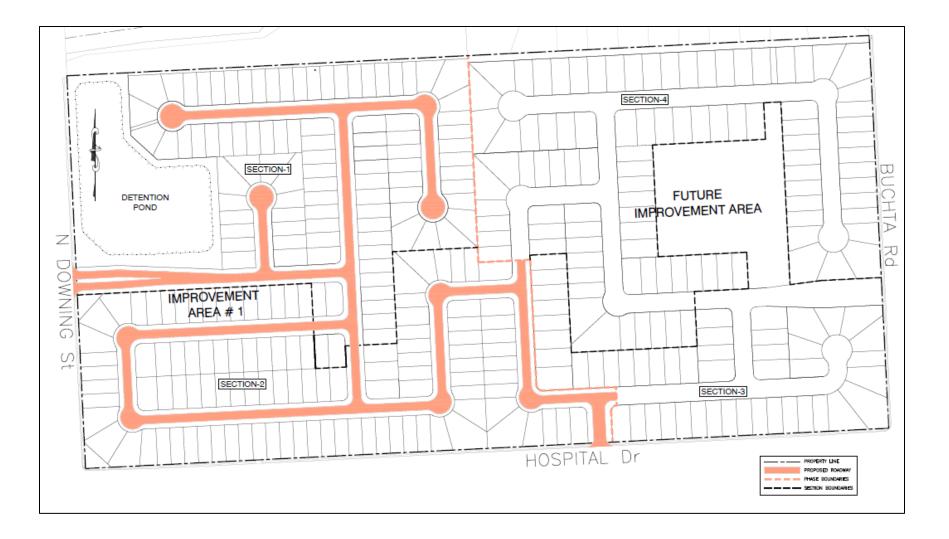
				one No. 2, City of A Ranch North Feasib					
		-		Taxable Value					
			Added			City TIRZ Increment			
Zone			Development	New Taxable	Incremental				
Year	Calendar Year	Growth/ Year <sup>1</sup>	Value <sup>2</sup>	Value	Value	%	Annual	Cumulative	
Base	2020			52,360					
1	2021			534,303	481,944	27%	-	-	
2	2022	2%		544,990	492,630	27%	681	681	
3	2023	2%		445,240	392,880	27%	696	1,376	
4	2024	2%	7,812,750	8,266,895	8,214,535	27%	555	1,931	
5	2025	2%	28,827,546	37,259,779	37,207,419	27%	11,600	13,531	
6	2026	2%	1,296,078	39,301,053	39,248,693	27%	52,542	66,073	
7	2027	2%	-	40,087,074	40,034,714	27%	55,424	121,497	
8	2028	2%	-	40,888,815	40,836,455	27%	56,534	178,032	
9	2029	0%	-	40,888,815	40,836,455	27%	57,667	235,698	
10	2030	0%	-	40,888,815	40,836,455	27%	57,667	293,365	
11	2031	2%	-	41,706,591	41,654,231	27%	57,667	351,032	
12	2032	2%	-	42,540,723	42,488,363	27%	58,821	409,853	
13	2033	2%	-	43,391,538	43,339,178	27%	59,999	469,852	
14	2034	2%	-	44,259,368	44,207,008	27%	61,201	531,053	
15	2035	2%	-	45,144,556	45,092,196	27%	62,426	593,479	
16	2036	2%	-	46,047,447	45,995,087	27%	63,676	657,156	
17	2037	2%	-	46,968,396	46,916,036	27%	64,951	722,107	
18	2038	2%	-	47,907,764	47,855,404	27%	66,252	788,359	
19	2039	0%	-	47,907,764	47,855,404	27%	67,578	855,937	
20	2040	0%	-	47,907,764	47,855,404	27%	67,578	923,515	
21	2041	2%	-	48,865,919	48,813,559	27%	67,578	991,094	
22	2042	2%	-	49,843,237	49,790,877	27%	68,931	1,060,025	
23	2043	2%	-	50,840,102	50,787,742	27%	70,311	1,130,336	
24	2044	2%	-	51,856,904	51,804,544	27%	71,719	1,202,056	
25	2045	2%	-	52,894,042	52,841,682	27%	73,155	1,275,211	
26	2046	2%	-	53,951,923	53,899,563	27%	74,620	1,349,830	
27	2047	2%	-	55,030,962	54,978,602	27%	76,113	1,425,944	
28	2048	2%	-	56,131,581	56,079,221	27%	77,637	1,503,581	
29	2049	0%	-	56,131,581	56,079,221	27%	79,191	1,582,772	
30	2050	0%	-	56,131,581	56,079,221	27%	79,191	1,661,964	
31	2051	2%	-	57,254,212	57,201,852	27%	79,191	1,741,155	
	Total		37,936,374				1,741,155		
	Assumptions				Footnotes:	-1 .		21	
	2020 Base Taxa		\$ 52,360				crease annually, w	-	
	2023 Taxable V	alue	\$ 445,240		0	ch decad	de to simulate an	economic	
	City AV Rate 0.52301 downturn.								
	(2) Based on data provided by the Developer.								
(3) As provided by the Appraisal District.									

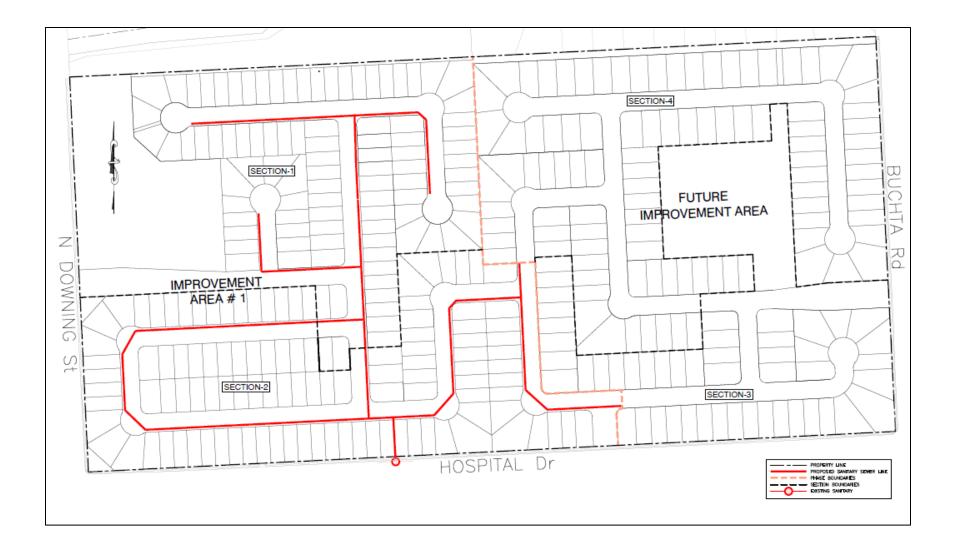
Item 13.



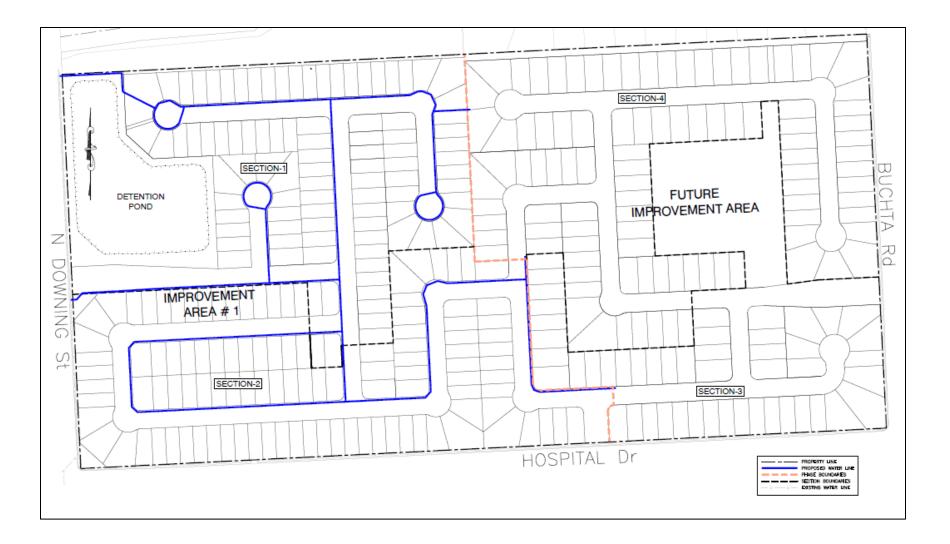
**EXHIBIT F-1 – MAP OF THE PUBLIC IMPROVEMENTS FOR RIVERWOOD RANCH** 

Item 13.

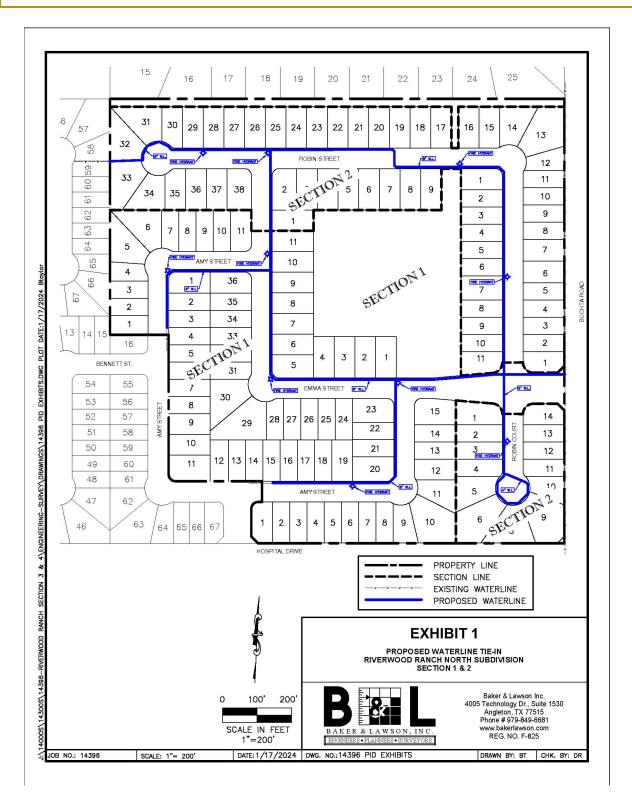


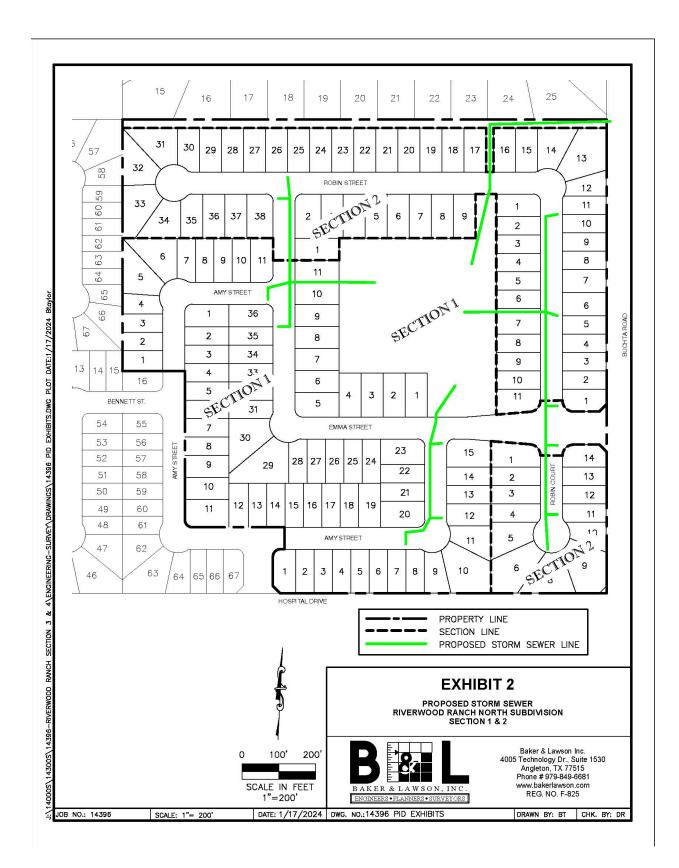


Item 13.

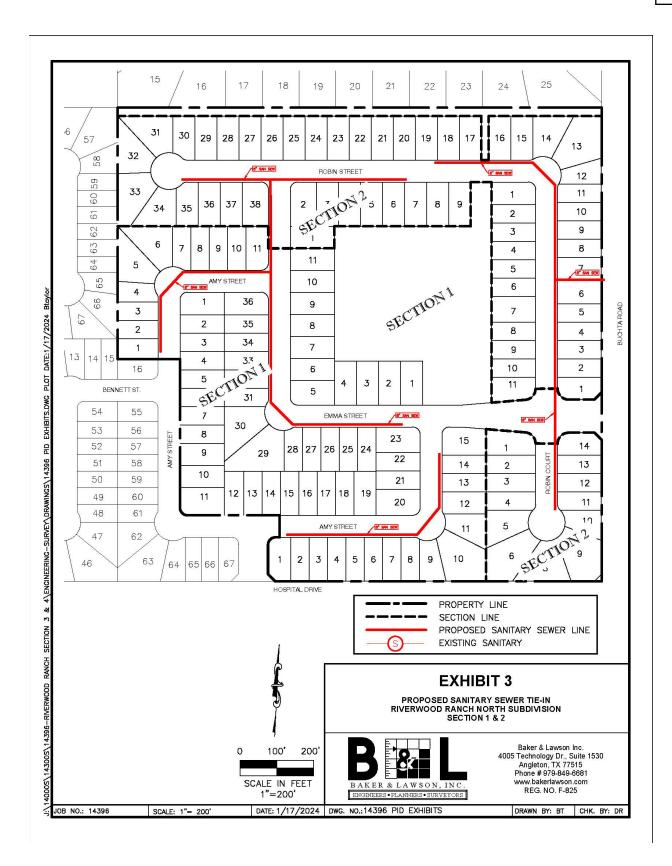


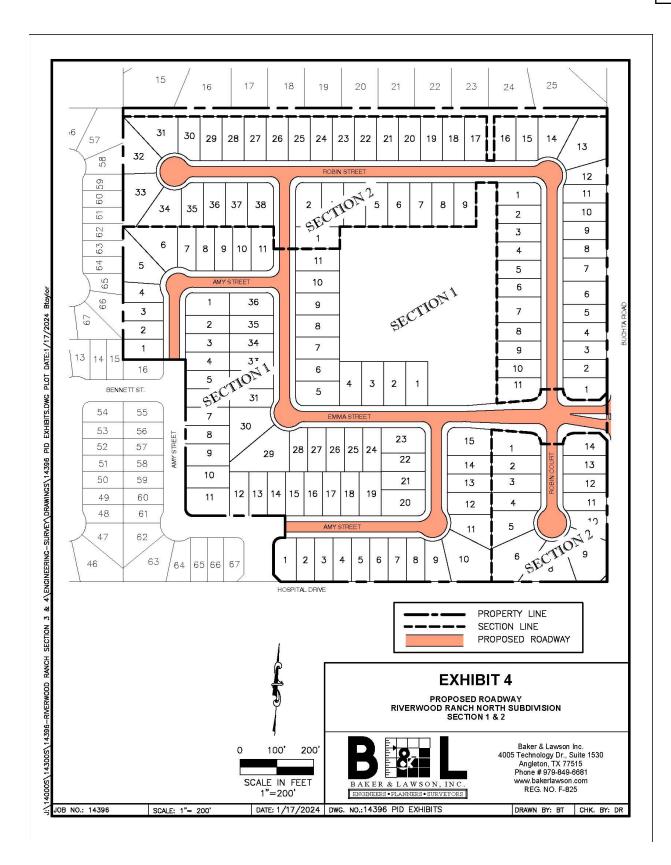
# EXHIBIT F-2 – MAP OF THE PUBLIC IMPROVEMENTS FOR RIVERWOOD RANCH NORTH

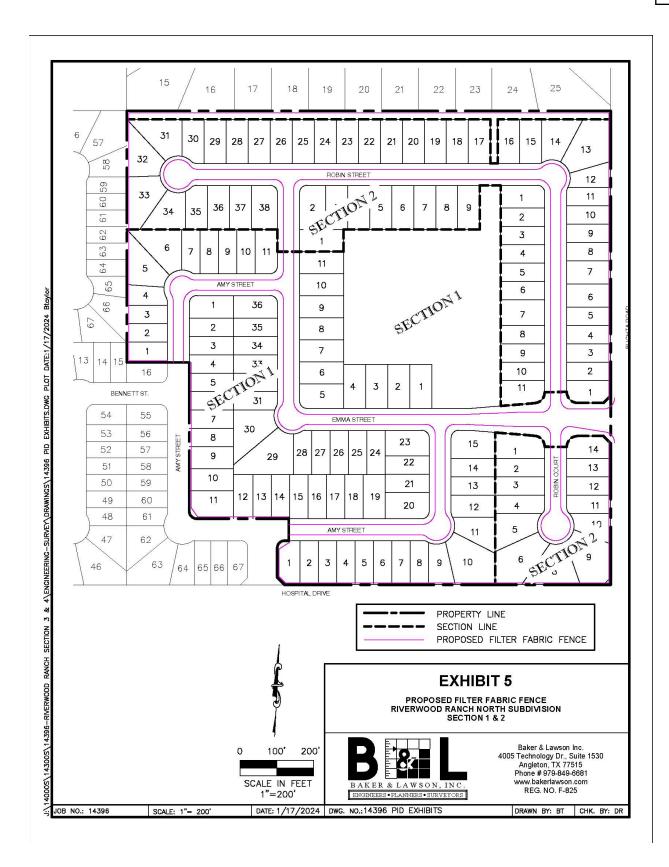




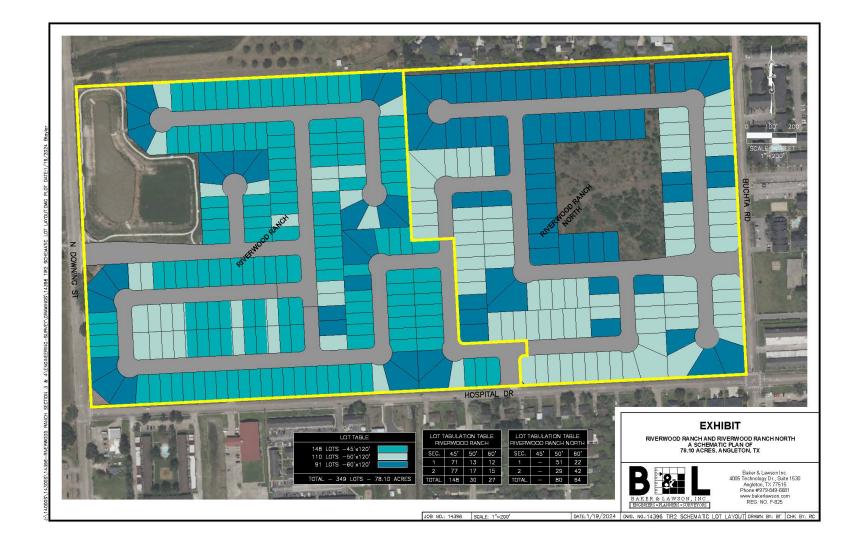
CITY OF ANGLETON TAX INCREMENT REINVESTMENT ZONE NO. 2 AMENDED & RESTATED PROJECT AND FINANCE PLAN







CITY OF ANGLETON TAX INCREMENT REINVESTMENT ZONE NO. 2 AMENDED & RESTATED PROJECT AND FINANCE PLAN



## **EXHIBIT G – PROPOSED USES OF THE PROPERTY**

CITY OF ANGLETON TAX INCREMENT REINVESTMENT ZONE NO. 2 AMENDED & RESTATED PROJECT AND FINANCE PLAN

# **EXHIBIT H – LEGAL DESCRIPTION**

County: Project: Job No.:	Brazoria 78 Acres Downing Rd 12939				
FIELD NOTES FOR 78.10 ACRE					
Being a tract of land containing 78.10 acre (3,401,974 square feet), located within T. S. Lee Survey, Abstract Number (No.) 318, in Brazoria County, Texas; Said 78.10 acre being all of Lots 2, 3, 14 and 15 of the subdivision of the T. S. Lee Survey, Abstract 318 recorded in Volume (Vol.) 42, Page (Pg.) 164 of the Brazoria County Deed Records (B.C.D.R.); Said 78.10 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):					
<b>BEGINNING</b> at a 5/8-inch iron rod found on the east right-of-way (R.O.W.) line of North Downing Street (variable width), at the southwest corner of Brookhollow S/D Section II, a subdivision of record in Vol. 16, Pg. 21 of the Brazoria County Plat Records (B.C.P.R.), for the northwest corner of said Lot 15 and the herein described tract;					
Thence, with the south lines of said Brookhollow S/D Section II and Colony Square S/D, a subdivision of record in Vol. 16, pg. 321 of the B.C.P.R., with the north lines of said Lots 15 and 14, North 87 degrees 07 minutes 30 seconds East, a distance of 2,635.39 feet to a found 1/2-inch iron rod with cap stamped "Pinpoint" on the west R.O.W. line of Buchta Road (variable width) at the southeast corner of said Colony Square S/D, for the northeast corner of said Lot 14 and the herein described tract;;					
Thence, with the west R.O.W. line of Buchta Road and the east lines of said lots 14 and 3, South 02 degrees 52 minutes 30 seconds East, a distance of 1,290.00 feet to a 5/8-inch iron rod with cap stamped "BAKER & LAWSON" set at the northwest corner of the intersection of said Buchta Road and Hospital Drive (sixty feet wide per Vol. 781, Pg. 204 B.C.D.R.), for the southeast corner of herein described tract;					
Thence, with the north R.O.W. line of said Hospital Drive and the south lines of said Lots 3 and 2, South 87 degrees 07 minutes 30 seconds West, a distance of 2,638.99 feet to a 5/8-inch iron rod with cap stamped "BAKER & LAWSON" set for the northeast corner of the intersection of said Downing Road and said Hospital Drive, for the southwest corner of the herein described tract;					
THENCE, with the east R.O.W. line of said Downing Road and the west line of said Lots 2 and 15, North 02 degrees 42 minutes 55 seconds West, a distance of 1,290.01 feet to the <b>POINT OF BEGINNING</b> and containing 78.10 acres of land.					
A land title survey of the herein described tract has been prepared by Baker & Lawson Inc. and accompanies this metes and bounds description.					
Texas Registra Baker & Laws	ofessional Land Surveyor ation No. 6667 son Inc. egistration No. 10052500 -6681				

Item 13.

#### **RESOLUTION NO. 20240326-013**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, SETTING A PUBLIC HEARING **UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR** THE AMENDMENT OF THE CITY OF ANGLETON, TEXAS TAX INCREMENT REINVESTMENT ZONE NO. 2, TO CONSIDER AMENDING THE PROJECT COSTS OF THE CITY OF ANGLETON, TEXAS TAX INCREMENT **REINVESTMENT ZONE NO. 2; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF** THE CITY OF ANGLETON, TEXAS, REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY OF ANGLETON. TEXAS TO PREPARE AN AMENDED AND **RESTATED FINAL PROJECT AND FINANCE PLAN.** 

**WHEREAS**, the City of Angleton, Texas (the "<u>City</u>"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "<u>Act</u>"), to create a tax increment reinvestment zone within its corporate limits; and

WHEREAS, the City previously created the City of Angleton, Texas Tax Increment Reinvestment Zone No. 2, (the "<u>Zone</u>") on July 14, 2020 by approving Ordinance No. 20200714-012 (the "<u>Creation Ordinance</u>"); and

**WHEREAS**, the City Council of the City (the "<u>City Council</u>") has determined it is in the best interest of the City to consider amending the Project Costs of the Zone; and

WHEREAS, the City Council wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the amendment of the Zone as identified within the *City of Angleton, Texas Tax Increment Reinvestment Zone No. 2, Amended and Restated Final Project and Finance Plan* (the "Amended Plan"); and

**WHEREAS**, in order to hold a public hearing for the amendment of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

**WHEREAS**, the City Council has determined to hold a public hearing on April 23, 2024, on the amendment of the Zone.

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

**SECTION I.** That a public hearing is hereby called for April 23, 2024, at 6:00 p.m., in the City Council Chamber, at Angleton City Hall, 120 S. Chenango Street, Angleton, Texas 77515, for the purpose of hearing any interested person speak for or against: (i) the inclusion of property within the Zone; (ii) the amendment of the Zone, (iii) the boundaries of the Zone; (iv) the concept of tax increment financing, and/or (v) the proposed amended project costs for the Zone.

**SECTION 2.** That at such time and place the City Council will hear testimony regarding (i) the inclusion of property within the Zone; (ii) the amendment of the Zone, (iii) the boundaries of the zone; (iv) the concept of tax increment financing, and/or (v) the proposed amended project costs for the Zone and will provide a reasonable opportunity for the owner of any property within the Zone to protest the term amendment of the Zone. Upon closing the public hearing, the City Council will consider the adoption of an ordinance amending the Zone and other related matters.

**SECTION 3.** That attached hereto as **Exhibit A** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

**SECTION 4.** That the City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto as **Exhibit A** in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing on April 23, 2024.

**SECTION 5.** That before the April 23, 2024, hearing concerning the Zone, the City shall prepare an amended and restated final project and finance plan.

**SECTION 6.** That this resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

DULY RESOLVED by the City Council of the City of Angleton, Texas, on the 26th day of March 2024.

CITY OF ANGLETON, TEXAS

John Wright Mayor

ATTEST:

APPROVED:

Michelle Perez, TRMC City Secretary Judith El-Masri City Attorney

188

#### Exhibit A

# CITY OF ANGLETON CITY COUNCIL NOTICE OF PUBLIC HEARING ON AMENDMENT OF CITY OF ANGLETON, TEXAS TAX INCREMENT REINVESTMENT ZONE NO. 2, CITY OF ANGLETON, TEXAS

THE CITY OF ANGLETON CITY COUNCIL WILL HOLD A PUBLIC HEARING ON APRIL 23, 2024 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBER LOCATED AT ANGLETON CITY HALL, 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515, ON THE AMENDMENT OF THE CITY OF ANGLETON, TEXAS TAX INCREMENT REINVESTMENT ZONE NO. 2, AND ITS BENEFITS TO THE CITY OF ANGLETON AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE ZONE TO PROTEST THE INCLUSION OF PROPERTY WITHIN THE ZONE; THE AMENDMENT OF THE ZONE; THE BOUNDARIES OF THE ZONE; THE CONCEPT OF TAX INCREMENT FINANCING, AND/OR THE PROPOSED AMENDED PROJECT COSTS FOR THE ZONE. A CITY OF ANGLETON, TEXAS TAX INCREMENT REINVESTMENT ZONE NO. 2, AMENDED AND RESTATED FINAL PROJECT AND FINANCE PLAN, INCLUSIVE OF THE PROPOSED PROJECT COSTS AMENDMENT, IS AVAILABLE IN THE OFFICE OF THE CITY SECRETARY AT 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515, AND IS AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE ZONE; THE AMENDMENT OF THE ZONE; THE BOUNDARIES OF THE ZONE; THE CONCEPT OF TAX INCREMENT FINANCING, AND/OR THE PROPOSED AMENDED PROJECT COSTS FORT HE ZONE. FOLLOWING THE PUBLIC HEARING, THE CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE AMENDING THE ZONE AND OTHER RELATED MATTERS.



# AGENDA ITEM SUMMARY FORM

MEETING DATE:March 26, 2024PREPARED BY:Phillip Conner, Finance DirectorAGENDA CONTENT:Discussion and possible action to approve Resolution No. \_\_\_\_\_<br/>accepting Preliminary Service and Assessment Plan (PSAP) and<br/>setting the Assessment Levy public hearing date for April 23, 2024, for<br/>the Riverwood Ranch North Public Improvement District.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

#### **EXECUTIVE SUMMARY:**

On October 24, 2023, the City passed and approved Resolution No. 20231024-010 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 35.608 acres located within the City.

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 and including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in Section IV.

The PID Act requires that the Service Plan include an assessment plan (attached) that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property 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 determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Assessment Roll is contained in Exhibit G-1.

## FINDINGS

Acting in its legislative capacity and based on information provided by the Owner and its engineer and reviewed by City staff and by third-party consultants retained by the City, the City Council is asked to consider the following:

- The costs of the Authorized Projects equal \$5,730,454 as shown on **Exhibit B**;
- The Assessed Property receives special benefit from the Authorized Projects equal to or greater than the Actual Cost of the Authorized Projects;
- The Initial Parcel will be allocated 100% of the Assessment levied for the Authorized Projects, which equals \$5,139,000 as shown on the Assessment Roll attached hereto as **Exhibit G-1**;
- The special benefit (\$5,730,454) received by the Initial Parcel from the Authorized Projects is equal to or greater than the amount of the Assessment (\$5,139,000) levied on the Initial Parcel for the Authorized Projects; and
- At the time the **City Council** will approved this Service and Assessment Plan, the Owner would have owned 100% of the Initial Parcel. The Owner acknowledges that the Authorized Projects confer a special benefit on the Initial Parcel and consented to the imposition of the Assessment to pay for the Actual Costs associated therewith. The Owner ratifies, confirms, accepts, agrees to, and approves: (1) the determinations and findings by the **City Council** as to the special benefits described herein and the applicable Assessment Ordinance; (2) the Service and Assessment Plan and the Initial Parcel.

#### **RECOMMENDATION:**

Staff recommends adopting the Resolution accepting the Preliminary Service and Assessment Plan (PSAP) and setting the Assessment Levy public hearing date for April 23, 2024 at 6:00 PM, for the Riverwood North Public Improvement District, subject to final approval by the City Attorney.

#### **RESOLUTION NO. 20240326-014**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON. TEXAS, ACCEPTING THE PRELIMINARY SERVICE AND ASSESSMENT PLAN FOR THE RIVERWOOD NORTH PUBLIC IMPROVEMENT DISTRICT; SETTING A DATE FOR PUBLIC HEARING ON THE LEVY PROPOSED OF **ASSESSMENTS**; AUTHORIZING THE PUBLICATION AND MAILING OF ENACTING NOTICE: AND OTHER PROVISIONS **RELATING THERETO.** 

**WHEREAS**, the City Council (the "City Council") of the City of Angleton, Texas (the "City") received a Petition requesting the establishment of a PID (to be known as the "Riverwood North Public Improvement District") (the "District") within the corporate limits of the City which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the proposed boundaries of the District that was liable for assessment, and as such, the Petition complied with the Act; and

**WHEREAS**, after publication and mailing of notice of a public hearing on the creation of the District and after the conduct of a public hearing, the City Council approved the creation of the District by Resolution approved on October 24, 2023 (the "Creation Resolution"); and

WHEREAS, the District is to be developed in into a single-family residential development; and

**WHEREAS**, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan (the "Preliminary Plan"), for certain public improvements benefitting the District (the "Authorized Improvements. The Preliminary Plan attached hereto as <u>Exhibit B</u>, covers a period of at least five years and defines the annual indebtedness and the projected costs of the Authorized Improvements; and

**WHEREAS**, the Preliminary Plan also includes assessment plans that apportions the costs of the Authorized Improvements to be assessed against property within the District and such apportionment is made on the basis of special benefits accruing to the assessed property within the District because of the Improvement Area #1 Improvements to the assessed property within all of the District because of the Major Improvements; and

**WHEREAS**, the City Council also directed the preparation of an assessment roll for the District that states the assessment against each parcel of land within the District for the Authorized Improvements (the "Assessment Roll") and such Assessment Roll is attached to and a part of the Preliminary Plan; and

**WHEREAS**, after determining the total costs of the Authorized Improvements, the City Council notes that the Preliminary Plan and proposed Assessment Roll may be changed as the City Council deems appropriate before such Preliminary Plan and Assessment Roll are adopted as final by the City Council; and

**WHEREAS**, the City has determined to call a public hearing regarding the proposed levy of assessments on property within the District pursuant to the Preliminary Plan and the proposed Assessment Roll, pursuant to Section 372.016 of the Act; and

**WHEREAS**, the City desires to publish and mail notice of such public hearing in order to provide notice to all interested parties of the City's proposed levy of assessments against such property in the District, pursuant to Section 372.016 of the Act; and

**WHEREAS**, the City desires to file the Preliminary Plan and Assessment Roll with the City Secretary such that they are available for public inspection pursuant to Section 372.016 of the Act.

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

<u>Section 1.</u> *Findings*. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Calling Public Hearing. The City Council hereby calls a public hearing (the "Public Hearing") for 6:00 p.m. on April 23, 2024 at the regular meeting place of the City, the City Council Chamber at Angleton City Hall, 121 S. Velasco, Angleton, Texas 77515 to consider approving the Preliminary Plan, with such changes and amendments as the City Council deems necessary, and the proposed Assessment Rolls with such amendments to the assessments on any parcel as the City Council deems necessary, as the final Service and Assessment Plan (the "Final Plan") and final Assessment Roll (the "Final Roll"). After all objections made at such hearing have been heard, the City Council may (i) levy separate assessments as special assessments each assessed property in the District all as set forth in the Final Plan, including the Final Roll; (ii) specify the method of payment of the assessments; and (iii) provide that assessments be paid in periodic installments. Notice of the Public Hearing setting out the matters required by Section 372.016 of the Act shall be given by publication at least eleven (11) days before the date of the hearing, in a newspaper of general circulation in the City. Notice of such hearing shall also be given by the City Secretary, by mailing a copy of the notice containing the information required by Section 372.016(b) of the Act to the last known address of each owner of property liable for an assessment in the proposed Final Roll as reflected on the tax rolls of the Brazoria County Appraisal District. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and contend for or contest the Preliminary Plan and the Final Roll, and the proposed assessments and offer testimony pertinent to any issue presented on the amount of the assessments, purpose of the assessments, special benefit of the assessments, and the costs of collection and the penalties and interest on delinquent assessments. At or on the adjournment of the hearing conducted pursuant to Section 372.016 on the proposed assessments, the City Council must hear and pass on any objection to a proposed assessment. The City Council may amend a proposed assessment on any parcel in the District. The failure of a property owner to receive notice does not invalidate the proceeding.

**Section 3.** *Publication of Notice*. The City Council hereby directs the City Secretary to cause the publication and mailing of notice of the Public Hearing substantially in the form attached as <u>Exhibit A</u>. Such publication shall occur before the 10th day before the date of the Public Hearing.

193

**Section 4.** Conduct of Public Hearing. The City Council shall convene at the location and at the time specified in the notice described above for the Public Hearing and shall conduct the Public Hearing in connection with its consideration of the Final Plan, including the Final Roll, and the levy of the proposed assessments, including costs of collection, penalties and interest on delinquent assessments. At the Public Hearing, the City Council will hear and pass on any objections to the Preliminary Service and Assessment Plan and the proposed Assessment Roll and the levy of the proposed assessments (which objections may be written or oral). At or on the adjournment of the Public Hearing, the City Council may amend a proposed assessment on any parcel in the District. After all objections, if any, have been heard and passed upon, the City may levy assessments as special assessments against each parcel of property in the District as set forth in the Final Plan and Final Roll, (ii) specify the method of payment of the assessments, and (iii) provide that the assessments be paid in periodic installments.

**Section 5.** *Filing of Proposed Assessment Roll.* The proposed Final Roll shall be filed in the office of the City Secretary and be made available to any member of the public who wishes to inspect the same.

**Section 6.** *Further Action.* The City Secretary is hereby authorized and directed to take such other actions as are required, including providing notice of the Public Hearing as required by the Texas Open Meetings Act and placing the Public Hearing on the agenda for the April 23, 2024 meeting of the City Council.

# DULY RESOLVED by the City Council of the City of Angleton, Texas, on the 26th day of March, 2024.

CITY OF ANGLETON, TEXAS

John Wright Mayor

ATTEST:

APPROVED:

Michelle Perez, TRMC City Secretary Judith El-Masri City Attorney

194

#### EXHIBIT A

#### CITY OF ANGLETON NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of Angleton, Texas for 6:00 p.m. on April 23, 2024 at the regular meeting place of the City, the City Council Chamber at Angleton City Hall, 121 S. Velasco, Angleton, Texas 77515. The public hearing will be held to consider proposed assessments to be levied against certain assessable property in the Riverwood North Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed public improvements are: (i) design, construction and other allowed costs related to street and roadway improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to storm drainage improvements, (iii) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities, (iv) design, construction and other allowed costs related to parks, open space and recreational improvements including trails and landscaping related thereto; (v) design, construction and other allowed costs related to projects similar to those listed in sections (i) - (iv) above authorized by the Act, including similar of-site projects that provide a benefit to the property within the District; (vi) payment of expenses incurred in the establishment, administration, and operation; and (vii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District and (viii) maintenance and operation expenses of the Authorized Improvements. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is \$6,500,000 plus the annual cost of operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.

The boundaries of the District includes approximately 35.608 acres located north of hospital drive and west of Buchta road in the City Limits of Angleton. A metes and bounds description is available for inspection at the offices of the City Secretary at the location described below.

All written or oral objections relating to the levy of the proposed assessments will be considered at the public hearing.

A copy of the Preliminary Service and Assessment Plan, including the proposed Assessment Rolls, is available for public inspection at the office of the City Secretary, Angleton City Hall, 21 S. Velasco, Angleton, Texas 77515.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 26th day of March, 2024.

/s/ Michelle Perez

City Secretary

196

## EXHIBIT B

#### PRELIMINARY SERVICE AND ASSESSMENT PLAN

# Riverwood Ranch North Public Improvement District

# PRELIMINARY SERVICE AND ASSESSMENT PLAN

MARCH 26, 2024



AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

# TABLE OF CONTENTS

Table of Contents				
Introduction				
Section I: Definitions				
Section II: The District				
Section III: Authorized Improvements 10				
Section IV: Service Plan				
Section V: Assessment Plan				
Section VI: Terms of the Assessments 16				
Section VII: Assessment Roll				
Section VIII: Additional Provisions				
Exhibits				
Appendices				
Exhibit A – District Boundary Map				
Exhibit B – Project Costs				
Exhibit C – Service Plan				
Exhibit D – Sources and Uses of Funds				
Exhibit E – Maximum Assessment				
Exhibit F – TIRZ No. 2 Maximum Annual Credit Amount				
Exhibit G-1 – Assessment Roll				
Exhibit G-2 – Annual Installments				
Exhibit H – Maps of Authorized Improvements				
Exhibit I – Form of Notice of PID Assessment lien Termination				
Exhibit J – District Boundary Description				
Appendix A –Engineer's Report				
Appendix B – Buyer Disclosures				
Riverwood Ranch North Public Improvement District Buyer Disclosure Initial Parcel				
Riverwood Ranch North Public Improvement District Buyer Disclosure Lot Type 1				
Riverwood Ranch North Public Improvement District Buyer Disclosure Lot Type 2				

#### 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", "Exhibit" or an "Appendix" shall be a reference to a Section of this Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this Service and Assessment Plan for all purposes.

On October 24, 2023, the City passed and approved Resolution No. 20231024-010 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 35.608 acres located within the City, as described by the legal description on **Exhibit J** 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 and including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property 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 determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Assessment Roll is contained in **Exhibit G-1**.

#### SECTION I: DEFINITIONS

"Actual Costs" mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner[s], (either directly or through affiliates), including : (1) the costs for the design, planning, administration/management, acquisition, installation, construction and/or implementation and dedication of such Authorized Improvements; (2) the fees paid for obtaining permits, zoning, licenses, plan approvals, inspections or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, legal, consulting, and other governmental fees, construction security, insurance premiums, directly related to the construction of the Authorized Improvements, and charges and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Owner[s].

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

"Administrator" means the City or independent firm designated by the City who shall have the responsibilities provided in this Service and Assessment Plan, any Indenture, 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) paying and redeeming PID Bonds, if issued; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, if issued, including the City's continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, if issued, including their respective

legal counsel. 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 the annual installment payment on an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable.

"Annual Service Plan Update" means an update to this 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 Assessed Property, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Assessed Property or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on any Assessment Roll.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

"Assessment Roll" means any assessment roll for the Assessed Property, including the Assessment Roll attached as Exhibit G-1, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the levy of an Assessment, the issuance of PID Bonds, if issued, or in any Annual Service Plan Updates.

"Authorized Improvements" means the improvements authorized by Section 372.003 of the PID Act, as described in Section III, as further depicted on Exhibit H.

"Authorized Projects" means the Authorized Improvements, Bond Issuance Costs, District Formation Expenses and First Year Annual Collection Costs.

**"Bond Issuance Costs"** means the costs associated with issuing PID Bonds, including but not limited to, attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of any series of PID Bonds.

**"Captured Appraised Value"** means the total taxable value of the property located within the boundary of the TIRZ for a given year less the total taxable value of the property located within the boundary of the TIRZ for the year set forth in the TIRZ NO. 2 Ordinance.

"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 Riverwood Ranch North Public Improvement District containing approximately 35.608 acres located within the City, as generally depicted on Exhibit A, and described on Exhibit J.

"District Formation Expenses" means the costs associated with forming the District, including but not limited to, attorney fees, consultant fees, and any other cost or expense directly associated with the establishment of the District.

"Engineer's Report" means the report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as Appendix A.

**"Estimated Buildout Value"** means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Owner and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E.** 

**"First Year Annual Collection Costs"** means the Annual Collection Costs associated with the first year of the District.

"Initial Parcel" means all of Assessed Property against which the entire Assessment is levied, as more specifically described in **Exhibit J**.

"Indenture" means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, if issued, as amended from time to time, setting forth the terms and conditions related to a series of PID Bonds.

**"Landowner Consent"** means the Consent executed by the Owner relating to the Assessed Property owned by the Owner in the District.

**"Lot"** means (1) 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 subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Official Public Records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A "Lot" shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded Subdivision Plat.

**"Lot Type"** means a classification of final building Lots with similar characteristics (e.g., lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Owner, and confirmed by the City Council, as shown on **Exhibit E.** 

**"Lot Type 1"** means a Lot marketed to homebuilders as a 50' Lot. The buyer disclosure for Lot Type 1 is attached as **Appendix B.** 

**"Lot Type 2"** means a Lot marketed to homebuilders as a 60' Lot. The buyer disclosure for Lot Type 2 is attached as **Appendix B.** 

"Maximum Assessment" means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to Section VI.A, or (2) the amount shown on Exhibit E.

"Non-Benefited Property" means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

"Notice of PID Assessment Lien Termination" means a document that shall be recorded in the Official Public Records of the County evidencing the termination of a lien, a form of which is attached as Exhibit I.

**"Owner"** means Riverwood Ranch, LLC and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

**"Parcel"** or **"Parcel(s)"** means a specific property within the District identified by either a tax parcel identification number assigned by the Brazoria Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the City.

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

"PID Bonds" means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

"**Prepayment**" means the payment of all or a portion of an Assessment before the due date of the final Annual Installment 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 Annual Installment.

"Prepayment Costs" means interest, including Additional Interest and Annual Collection Costs, to the date of Prepayment.

"Reimbursement Agreement" means that certain "Riverwood North Public Improvement District Reimbursement Agreement", effective February 13, 2024 by and between the City and the Owner.

**"Service and Assessment Plan"** means this Riverwood Ranch North 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.

"TIRZ No. 2" means City of Angleton Tax Increment Reinvestment Zone No. 2.

**"TIRZ Administrative Costs"** means those reasonable costs paid or incurred by or on behalf of the City to create and/or administer the TIRZ.

**"TIRZ No. 2 Agreement"** means the Facilities and Creation Costs Reimbursement Agreement, effective as of July 14, 2020, as amended.

**"TIRZ No. 2 Annual Credit Amount"** is defined in **Section V.F**, which amount shall not annually exceed the TIRZ No. 2 Maximum Annual Credit Amount, and which shall be transferred from the TIRZ No. 2 Fund to the applicable pledged revenue fund pursuant to the TIRZ No. 2 Agreement.

**"TIRZ No. 2 Fund"** means the tax increment fund created pursuant to the TIRZ No. 2 Ordinance where TIRZ No. 2 Revenues are deposited annually.

**"TIRZ No. 2 Maximum Annual Credit Amount"** means for each Lot Type, the amount of TIRZ No. 2 Revenues that resulted in an equivalent tax rate of \$1.50 per \$100 of assessed value for such Lot Type taking into consideration the City tax rate and the equivalent tax rate of the District Annual Installment, taking into consideration the 2023 tax rates and assumed Estimated Buildout Value at the time the City Council approved the 2024 Assessment Ordinance levying the District Assessment, as further described in **Section V.F** and shown on **Exhibit F.** 

**"TIRZ No. 2 Ordinance"** means Ordinance No. 2022-11-14 (7A) adopted by the City Council approving the TIRZ No. 2 Project Plan and authorizing the use of TIRZ No. 2 Revenues for project costs under the Chapter 311, Texas Tax Code as amended, and related to certain public improvements as provided for in the TIRZ No. 2 Project Plan.

**"TIRZ No. 2 Project Plan"** means the City of Angleton Tax Increment Reinvestment Zone No. 2 Final Project and Financing Plan, prepared and adopted by the Board of Directors of the TIRZ and approved by the City (including any amendments or supplements thereto).

**"TIRZ No. 2 Revenues"** mean, for each year, the amounts which are deposited in the TIRZ No. 2 Fund pursuant to the TIRZ No. 2 Ordinance, TIRZ No. 2 Project Plan, and the Facilities and Creation Costs Reimbursement Agreement.

"Trustee" means the trustee or successor trustee under an Indenture.

[Remainder of page intentionally left blank.]

#### SECTION II: THE DISTRICT

The District includes approximately 35.608 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit J**, and depicted on **Exhibit A**. Development of the District is anticipated to include approximately 144 Lots developed into single-family homes and townhomes.

#### SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City unless otherwise noted. The budget for the Authorized Improvements is shown on **Exhibit B**.

#### A. Authorized Improvements

#### Streets - Paving

Improvements including mobilization, subgrade stabilization, road base, asphalt, concrete and reinforcing steel for roadways, testing, sidewalks, handicapped ramps, and streetlights. All related demolition, tree removal, clearing and grubbing, earthwork, excavation, retaining walls, intersections, signage and striping, and re-vegetation of all disturbed areas within the right-of-way are included. Improvements including erosion control measures (e.g., erosion matting, rock berms, silt fence, inlet protection), construction entrance, SWPPP sign and inspections, and re-vegetation of all disturbed areas within the District are included. The erosion control improvements will provide benefit to all Lots within the District. The street improvements will provide benefit to each Lot within the District.

Clearing & Grubbing

Improvements including clearing and grubbing, excavation, and embankment for the limits of the District.

Drainage – Storm Water

Includes earthen channels, swales, curb and drop inlets, storm sewer 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 required to provide storm drainage for all lots within the District.

Potable Water

Improvements including trench excavation and embedment, trench safety, piping, encasement, service connections, hydrants, service for park, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to all Lots within the District.

Wastewater

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

Landscaping, Parks and Amenities

The District includes landscaped areas and grass covered areas within the subdivision. These improvements include erosion control measures, earthwork, site improvements, planting, and vegetation. The landscaping, parks and amenities improvements will provide benefit to all lots within the District.

Drainage - Detention

Improvements including clearing, pond excavation and embankment, soil testing, channels, rock riprap walls, construction of outfall structures, erosion controls, revegetation and utility improvements are also included.

Contingency

Estimated potential cost fluctuations for construction costs.

Soft Costs

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

#### **B. Bond Issuance Costs**

Debt Service Reserve Fund

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

Capitalized Interest

Equals the amount required to be deposited for the purpose of paying capitalized interest on a series of PID Bonds under an applicable Indenture in connection with the issuance of such PID Bonds.

Underwriter's Discount

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds.

Underwriter's Counsel Fees

Equals a percentage of the par amount of a particular series of PID Bonds reserved for the underwriter's attorney fees.

Cost of Issuance

Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney's fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City's costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

#### C. Other Costs

#### District Formation Expenses

Costs associated with forming the District, including but not limited to 1<sup>st</sup> year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

[Remainder of page intentionally left blank]

#### 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 is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the initial Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**.

**Exhibit D** summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update to show any budget revisions and the amount required to fund the required reserves and issue any PID Bonds at the time the PID Bonds are issued.

#### SECTION V: ASSESSMENT PLAN

The PID Act allows 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 or order 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.

This section of this Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized 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 and all future owners of the Assessed Property.

#### A. Assessment Methodology

Acting in its legislative capacity and based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs of the Authorized Projects shall be allocated entirely to the Initial Parcel. Upon subdivision of an Assessed Property, the Actual Costs of the Authorized Projects, Bond Issuance Costs relating to the PID Bonds, if issued, District Formation Expenses, and First Year Annual Collection Costs, shall be reallocated based on Estimated Buildout Value as further described in **Section VI**.

The costs of the Authorized Projects shall be allocated to each Parcel within the District based on the ratio of the Estimated Buildout Value of each Parcel designated as Assessed Property to the total Estimated Buildout Value of the District. Currently, the Initial Parcel is the only Parcel within the District, and as such, the Initial Parcel is allocated 100% of the costs of the Authorized Projects.

Assessments will be levied on the Initial Parcel in the amount shown on the Assessment Roll, attached hereto as **Exhibit G-1**. The projected Annual Installments are shown on **Exhibit G-2**. Upon division or subdivision of the Initial Parcel, the Assessments will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type is shown on **Exhibit E**. In no case will the Assessment for Lots classified as Lot Type 1 or Lot Type 2, respectively, exceed the corresponding Maximum Assessment for each Lot Type classification.

#### B. Findings of Special Benefit

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

- The costs of the Authorized Projects equal \$5,730,454 as shown on **Exhibit B**;
- The Assessed Property receives special benefit from the Authorized Projects equal to or greater than the Actual Cost of the Authorized Projects;
- The Initial Parcel will be allocated 100% of the Assessment levied for the Authorized Projects, which equals \$5,139,000 as shown on the Assessment Roll attached hereto as Exhibit G-1;
- The special benefit (\$5,730,454) received by the Initial Parcel from the Authorized Projects is equal to or greater than the amount of the Assessment (\$5,139,000) levied on the Initial Parcel for the Authorized Projects; and

At the time the City Council approved this Service and Assessment Plan, the Owner owned 100% of the Initial Parcel. The Owner acknowledged that the Authorized Projects confer a special benefit on the Initial Parcel and consented to the imposition of the Assessment to pay for the Actual Costs 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 applicable Assessment Ordinance; (2) the Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Assessment on the Initial Parcel.

#### **C.** Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. 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.

#### **D. Additional Interest**

The interest rate on Assessments securing each respective series of PID Bonds, if issued, may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

The interest on the Assessment securing the Reimbursement Obligation shall be set at a rate of 6.00% pursuant to the PID Act. The PID Act requires the rate set on unpaid amounts due under a Reimbursement Agreement may not exceed five percent above the highest average index rate for tax-exempt bonds for a period of not more than five years and may not exceed two percent above the same index rate for the following two-year period. The index rate utilized to set the rate on the Reimbursement Obligation is the S&P Municipal Bond High Yield Index, which rate is 5.72% as of January 31, 2023. The rate set by this Service and Assessment Plan of 6.00% for the seven-year period is less than 2% above the S&P Municipal Bond High Yield Index. Once PID Bonds are issued, the interest rate on the Assessments will equal the interest rate on the bonds plus additional interest. The Annual Installment pursuant to the Reimbursement Agreement will not include Additional Interest unless and until PID Bonds secured by the Assessment are issued.

#### E. TIRZ No. 2 Annual Credit Amount

The City Council, in accordance with the TIRZ No. 2 Agreement, has agreed to use a portion of TIRZ No. 2 Revenues generated from each Assessed Property to offset a portion of the principal and interest of such property's Assessment.

- 1. The principal and interest portion of the Annual Installment for an Assessed Property shall receive a TIRZ No. 2 Annual Credit Amount equal to the TIRZ No. 2 Revenue generated by the Assessed Property for the previous Tax Year (e.g. TIRZ No. 2 Revenue collected from the Assessed Property for Tax Year 2024 shall be applied as the TIRZ No. 2 Annual Credit Amount applicable to the Assessed Property's Annual Installment to be collected in Tax Year 2025), but in no event shall the TIRZ No. 2 Annual Credit Amount exceed the TIRZ No. 2 Maximum Annual Credit Amount shown in Section V.F.2 as calculated on Exhibit F for each Assessed Property.
- 2. The TIRZ No. 2 Maximum Annual Credit Amount available to reduce the principal and interest portion of the Annual Installment for an Assessed Property is calculated for each Lot Type, as shown on Exhibit E. The TIRZ No. 2 Maximum Annual Credit Amount is calculated so that the average Annual Installment for each Lot Type minus the TIRZ No. 2 Maximum Annual Credit Amount for each Lot Type does not produce an equivalent tax rate for such Lot Type which exceeds the competitive, composite equivalent ad valorem tax rate (\$1.50 per \$100 of assessed value) taking into consideration the 2023 tax rates of all applicable overlapping taxing units and the equivalent tax rate of the Annual Installments based on assumed buildout values at the time Assessment Ordinance is approved. The resulting TIRZ No. 2 Maximum Annual Credit Amount for each Lot Type is shown below:

1.	Lot Type 1:	\$402.00
2.	Lot Type 2:	\$424.00

 After the TIRZ No. 2 Annual Credit Amount is applied to provide a credit towards the principal and interest portion of the Annual Installment for the Assessed Property, any excess TIRZ No.
 2 Revenues available from the Riverwood Ranch North PID Account of the TIRZ No. 2 Fund shall be transferred to the City.

## SECTION VI: TERMS OF THE ASSESSMENTS

Any reallocation of Assessments as described in this **Section VI** shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

## A. Reallocation of Assessments

#### A. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (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 Estimated Buildout Value of the newly divided Assessed Property
- D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Owner, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Values for Lot Type 1 and Lot Type 2, within the District, are shown on **Exhibit E** and will not change in future Annual Service Plan Updates but **Exhibit E** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

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 Annual Service Plan Update immediately following such reallocation.

#### B. 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 Values for Lot Type 1 and Lot Type 2 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

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 Annual Service Plan Update immediately following such reallocation.

#### C. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Lot or Parcel, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update immediately following such consolidation. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.C.** 

#### B. Mandatory Prepayment of Assessments

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of Assessment Termination," a form of which is attached hereto as **Exhibit I**.

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

Prior to the City approving a final subdivision plat, the Administrator will verify 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 for that Lot Type, then (1) the Assessment applicable to such Lot Type shall be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City or cause to be paid to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City's approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts. At no time shall the aggregate Assessments for any Lot exceed the Maximum Assessment for such Lot.

#### D. Reduction of Assessments

If the Actual Costs of completed Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment, and the TIRZ No. 2 Annual Credit Amount, applicable only to Lots within the District, on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds as directed by the City pursuant to the terms of such Indenture, and the TIRZ No. 2 Annual Credit Amount will be reduced by the same proportion as the Assessments. Such excess PID Bond proceeds shall be used as set forth in such Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

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 any Assessed Property may, at any time, pay all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service

Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Lien Termination.", a form of which is included as **Exhibit I.** 

If an Assessment on an Assessed Property is prepaid in part: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

## F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G-2** shows the estimated Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Annual Installments are subject to adjustment in each Annual Service Plan Update. Until a plat has been recorded on a Parcel and a Property ID has been assigned by the Appraisal District the Annual Installment will be allocated to each Property ID within the District based on the Brazoria Central Appraisal District acreage for billing purposes only.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefitted Property, as shown by the Brazoria Central Appraisal District for each tax parcel 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 for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. 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 due and owing to the City. To the extent permitted by the PID Act or other applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture. 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 any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds, if issued, in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

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. The initial Annual Installments of the Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2025.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

# G. Prepayment as a Result of an Eminent Domain Proceeding or Taking

Subject to applicable law, 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 "<u>Taking</u>"), the portion of the Assessed Property that was taken or transferred (the "<u>Taken Property</u>") shall be reclassified as Non-Benefited 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 "<u>Remaining Property</u>")** following the

reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay, pursuant to the terms of this Service and Assessment Plan, as updated, and the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable 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 constituting the 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 \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Remaining Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Assessment on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds, if issued.

## SECTION VII: ASSESSMENT ROLL

The Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Assessment Roll and Installments for each Parcel 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's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such a written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, 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 applicable Assessment Ordinance, the applicable Indenture, or as 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 of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

## D. Form of Buyer Disclosure; Filing in Real Property Records

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto in **Appendix B.** Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in the real property records of the County in its entirety.

## E. 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:

District Boundary Map
Project Costs
Service Plan
Sources and Uses of Funds
Maximum Assessment
TIRZ No. 2 Maximum Annual Credit Amount
Assessment Roll
Annual Installments
Maps of Authorized Improvements
Form of Notice of PID Assessment Lien Termination
District Boundary Description

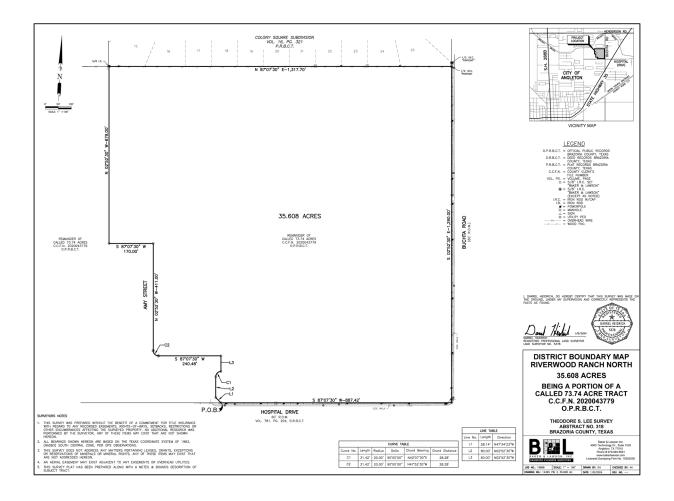
# APPENDICES

The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

Appendix A Engineer's Report

Appendix B Buyer Disclosures

# **EXHIBIT A – DISTRICT BOUNDARY MAP**



## EXHIBIT B – PROJECT COSTS

		1	Impr	thorized ovements
	T	otal Costs <sup>1</sup>	%	Costs
Authorized Improvements				
Streets - Paving	\$	1,536,146	100.00%	1,536,146
Clearing & Grubbing		200,000	100.00%	200,000
Drainage - Storm Water		325,050	100.00%	325,050
Potable Water		307,830	100.00%	307,830
Wastewater		438,650	100.00%	438,650
Landscaping, Parks and Amenities		127,230	100.00%	127,230
Drainage - Detention		391,251	100.00%	391,251
Contingency		815,822	100.00%	815,822
Soft Costs <sup>2</sup>		643,468	100.00%	643,468
	\$	4,785,448		\$ 4,785,448
Bond Issuance Costs <sup>3</sup>				
Debt Service Reserve Fund	\$	382,496		\$ 382,496
Capitalized Interest		-		-
Underwriter Discount		154,170		154,170
Cost of Issuance		308,340		308,340
	\$	845,006		\$ 845,006
District Formation Expenses				
District Formation Expenses	\$ \$	50,000		\$ 50,000
	\$	50,000		\$ 50,000
Other Costs				
Deposit to Administrative Fund	\$	50,000		\$ 50,000
	\$	50,000		\$ 50,000
Total	\$	5,730,454		\$ 5,730,454

### Footnotes:

[1] Costs were determined by the Engineer's Report attached hereto as Appendix A.

[2] Soft Costs include Land Planning, Design, City Fees, Inspection Fees, Engineering, Material Testing and Survey.[3] PID bond are not being issued at this time. Bond Issuance Costs are illustrated as estimates and subject to change if PID Bonds are issued.

# EXHIBIT C – SERVICE PLAN

District											
Annual Installments Due		1,	/31/2025	1	L <b>/31/202</b> 6	1	/31/2027	1,	/31/2028	1	/31/2029
Principal		\$	75,000	\$	77,000	\$	81,000	\$	85 <i>,</i> 000	\$	90,000
Interest <sup>1</sup>			307,496		303,840		299,220		294,360		289,260
Additional Interest <sup>2</sup>			-		-		-		-		-
	(1)	\$	382,496	\$	380,840	\$	380,220	\$	379,360	\$	379,260
Annual Collection Costs	(2)	\$	50,000	\$	51,000	\$	52,020	\$	53,060	\$	54,122
Total Annual Installments	(3) = (1) + (2)	\$	432,496	\$	431,840	\$	432,240	\$	432,420	\$	433,382

### Footnotes:

[1] Interest is levied at a rate of 6% pursuant to the PID Act and once PID Bonds are issued, shall adjust to the interest rate on the PID Bonds plus Additional Interest.

[2] PID Bonds are not being issued at this time. The levy is pursuant to the Facilities and Creation Costs Reimbursement Agreement and Additional Interest will be collected if PID Bonds are issued.

Item 14.

# **EXHIBIT D – SOURCES AND USES OF FUNDS**

		District
Sources of Funds		
Reimbursement Obligation	\$	5,139,000
Owner Contribution <sup>1</sup>		591,454
Total Sources of Funds	\$	5,730,454
Uses of Funds		
Authorized Improvements	\$	4,785,448
	Ś	4,785,448
Bond Issuance Costs <sup>2</sup>	'	, , _
Debt Service Reserve Fund	\$	382,496
Capitalized Interest	Ŧ	
Underwriter Discount		154,170
Cost of Issuance		308,340
	\$	845,006
District Formation Expenses		
District Formation Expenses	\$	50,000
	\$ \$	50,000
Other Costs		
Deposit to Administrative Fund		50,000
	\$	50,000
Total Uses of Funds	\$	5,730,454

### Footnotes:

[1] Non-reimbursable to the Owner/Developer through PID Bonds or Assessments.

[2] PID Bonds are not being issued at this time, thus Bond Issuance Costs are estimates of potential future costs and are subject to change if PID Bonds are issued.

# **EXHIBIT E – MAXIMUM ASSESSMENT**

		Finished Lot Value		Estimated	Buildout Value <sup>2</sup>	Asse	ssment	Total Maximum Assessment		
Lot Type	Units <sup>1</sup>	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	
1	80	60,000	\$ 4,800,000	\$ 285,000	\$ 22,800,000	\$ 34,872	\$ 2,789,743	\$ 34,872	\$ 2,789,743	
2	64	65,000	\$ 4,160,000	\$ 300,000	\$ 19,200,000	\$ 36,707	\$ 2,349,257	\$ 36,707	\$ 2,349,257	
Total/Weighted Average	144		8,960,000		42,000,000		\$ 5,139,000		\$ 5,139,000	

### Footnotes:

[1] Per Developer on January 10, 2024.

[2]Per the Preliminary Appraisal dated July 26, 2023.

228

# EXHIBIT F – TIRZ NO. 2 MAXIMUM ANNUAL CREDIT AMOUNT

		TIRZ No. 2 Maximum Annual Credit Amount				
Lot Type	Units		Amount	Pe	r Unit	
Lot Type 1	80	\$	(0.1412)	\$	(402)	
Lot Type 2	64	\$	(0.1412)	\$	(424)	
Total	144			\$	(412)	

229

# **EXHIBIT G-1 – ASSESSMENT ROLL**

Property ID	Lot Type	Outstanding Assessment <sup>1,3</sup>	Principal	Interest	Ac Interest		Annual Collection Costs		Annual tallment Due /31/2025 <sup>1,2</sup>
168834	Initial Parcel	\$ 5,139,000.00	\$ 75,000.00	\$ 307,496.00	\$	-	\$ 50,000.00	\$	432,496.00
	Total	\$ 5,139,000.00	\$ 75,000.00	\$ 307,496.00	\$	-	\$ 50,000.00	\$	432,496.00

### Footnotes:

[1] Total may not match the Outstanding Assessment and Annual Installment due to rounding.

[2] The Annual Installment covers the period January 1, 2024 to December 31, 2024, is due by January 31, 2025.

[3] Outstanding Assessment prior to 1/31/2025 Annual Installment.

## **EXHIBIT G-2 – ANNUAL INSTALLMENTS**

	Reimburseme	ent	Obligation							
Installment Due 1/31	Principal		Interest <sup>1,2</sup>		Additional Interest <sup>2</sup>		Annual Collection Costs	Total Annual Installment Due <sup>3,4</sup>		
2025	\$ 75,000	\$	307,496	\$	-	\$	50,000	\$	432,496	
2026	\$ 77,000	\$	303,840	\$	-	\$	51,000	\$	431,840	
2027	\$ 81,000	\$	299,220	\$	-	\$	52,020	\$	432,240	
2028	\$ 85,000	\$	294,360	\$	-	\$	53,060	\$	432,420	
2029	\$ 90,000	\$	289,260	\$	-	\$	54,122	\$	433,382	
2030	\$ 94,000	\$	283,860	\$	-	\$	55,204	\$	433,064	
2031	\$ 99,000	\$	278,220	\$	-	\$	56,308	\$	433,528	
2032	\$ 104,000	\$	272,280	\$	-	\$	57,434	\$	433,714	
2033	\$ 109,000	\$	266,040	\$	-	\$	58,583	\$	433,623	
2034	\$ 115,000	\$	259,500	\$	-	\$	59,755	\$	434,255	
2035	\$ 121,000	\$	252,600	\$	-	\$	60,950	\$	434,550	
2036	\$ 127,000	\$	245,340	\$	-	\$	62,169	\$	434,509	
2037	\$ 134,000	\$	237,720	\$	-	\$	63,412	\$	435,132	
2038	\$ 141,000	\$	229,680	\$	-	\$	64,680	\$	435,360	
2039	\$ 149,000	\$	221,220	\$	-	\$	65,974	\$	436,194	
2040	\$ 157,000	\$	212,280	\$	-	\$	67,293	\$	436,573	
2041	\$ 165,000	\$	202,860	\$	-	\$	68,639	\$	436,499	
2042	\$ 174,000	\$	192,960	\$	-	\$	70,012	\$	436,972	
2043	\$ 184,000	\$	182,520	\$	-	\$	71,412	\$	437,932	
2044	\$ 194,000	\$	171,480	\$	-	\$	72,841	\$	438,321	
2045	\$ 205,000	\$	159,840	\$	-	\$	74,297	\$	439,137	
2046	\$ 216,000	\$	147,540	\$	-	\$	75,783	\$	439,323	
2047	\$ 229,000	\$	134,580	\$	-	\$	77,299	\$	440,879	
2048	\$ 242,000	\$	120,840	\$	-	\$	78,845	\$	441,685	
2049	\$ 256,000	\$	106,320	\$	-	\$	80,422	\$	442,742	
2050	\$ 270,000	\$	90,960	\$	-	\$	82,030	\$	442,990	
2051	\$ 286,000	\$	74,760	\$	-	\$	83,671	\$	444,431	
2052	\$ 302,000	\$	57,600	\$	-	\$	85,344	\$	444,944	
2052	\$ 320,000	\$	39,480	\$	-	\$	87,051	\$	446,531	
2053	\$ 338,000	\$	20,280	\$	-	\$	88,792	\$	447,072	
Total	\$ 5,139,000	\$	5,954,936	\$	-	\$	2,028,404	\$1	3,122,340	

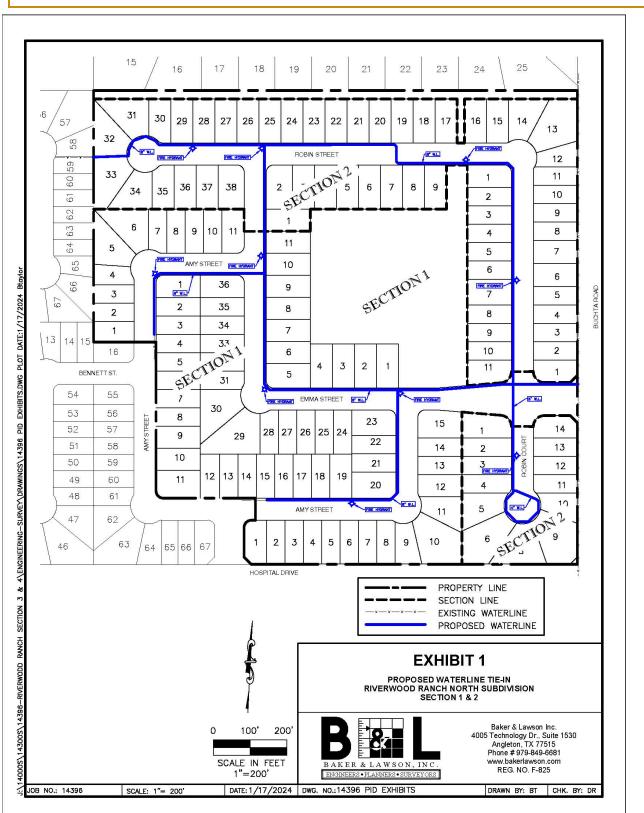
#### Footnotes:

[1] Interest on the Improvement Area #1 Reimbursement Obigation is calculated at a rate of 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.72% as of January 31, 2024.

[2] If PID Bonds are issued, the interest on the Assessments will adjust to the interest rate on the PID Bonds plus Additional Interest which will be collected if PID Bonds are issued.

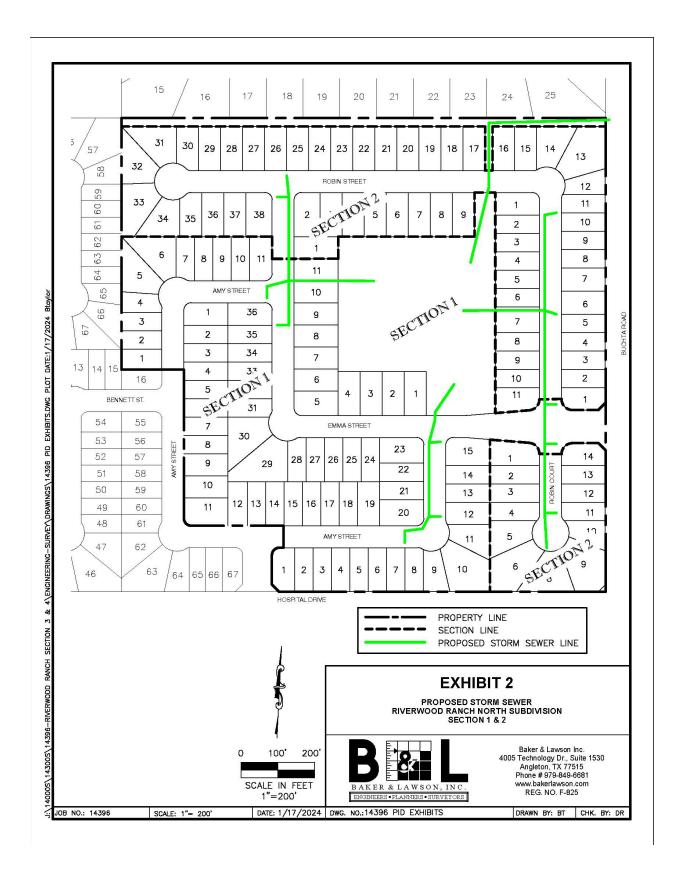
[3] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update.

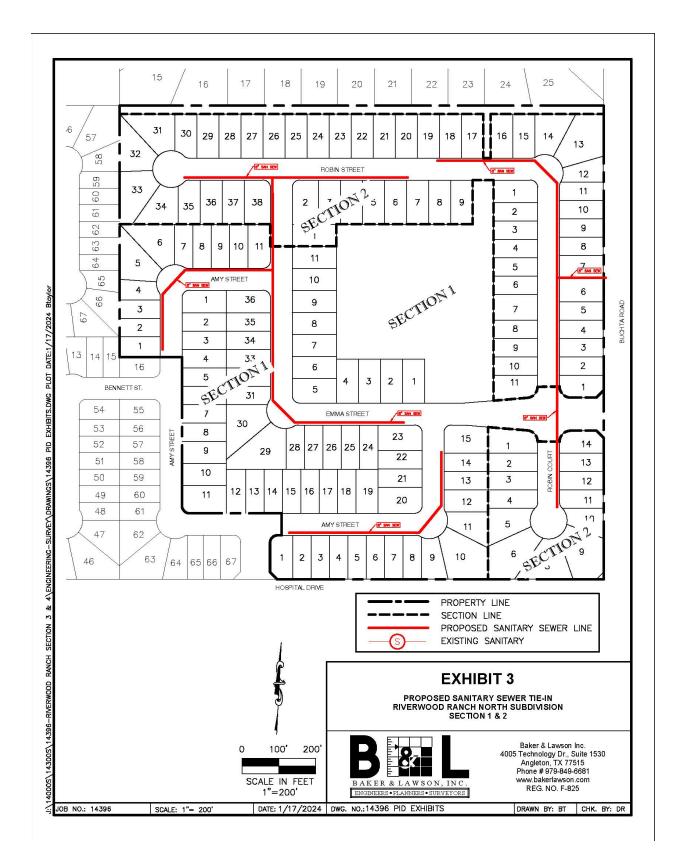
[4] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

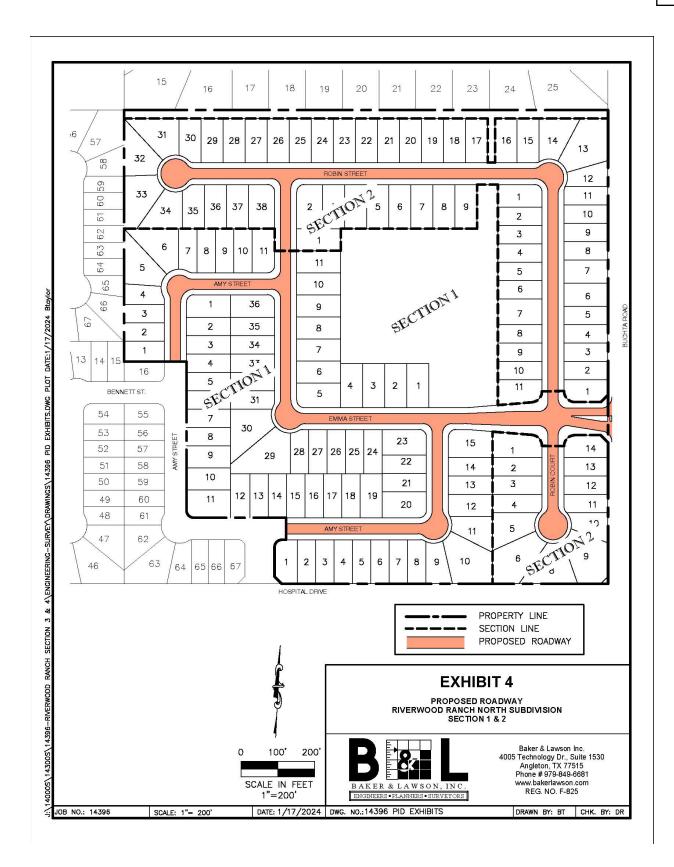


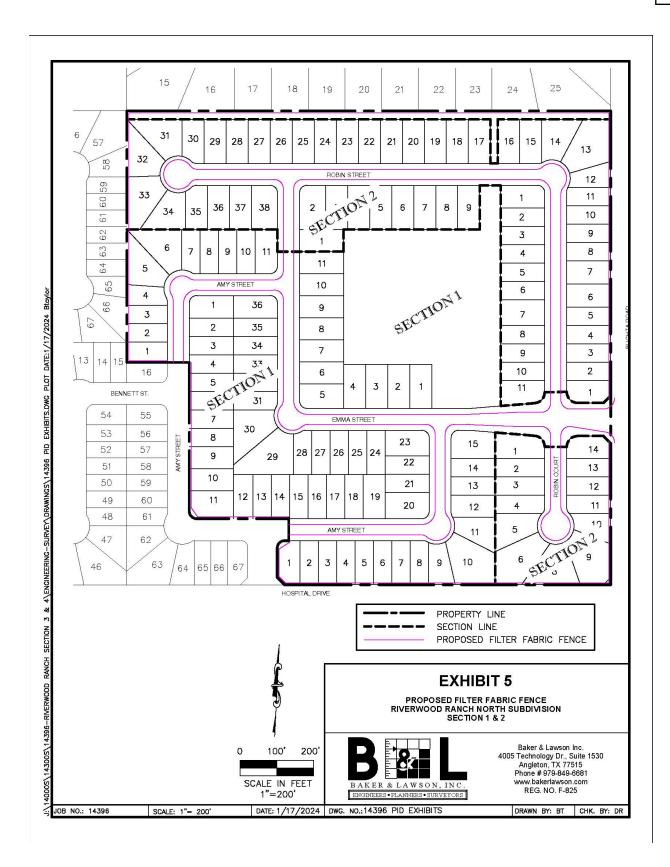
## **EXHIBIT H – MAPS OF AUTHORIZED IMPROVEMENTS**

232









# EXHIBIT I – FORM OF NOTICE OF PID ASSESSMENT LIEN TERMINATION



P3Works, LLC 9284 Huntington Square, Ste 100 North Richland Hills, TX 76182

[Date] Brazoria County Clerk's Office Honorable 1524 E Mulberry St Angleton, TX 77515

## Re: City of Angleton Lien Release documents for filing

Dear Ms./Mr. \_\_\_\_\_,

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 to my attention:

City of Angleton Attn: [City Secretary] 120 S. Chenango Street Angleton, TX 77515

Please contact me if you have any questions or need additional information.

Sincerely, [Signature]

P3Works, LLC (817) 393-0353 Admin@P3-Works.com www.P3-Works.com

### AFTER RECORDING RETURN TO:

[City Secretary Name] [City Secretary Address]

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

### FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

§ § §

**STATE OF TEXAS** 

**COUNTY OF BRAZORIA** 

NOW ALL MEN BY THESE PRESENTS:

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of Angleton, Texas, a Texas home rule municipality.

### RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Angleton, Texas (hereinafter referred to as the "City"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and of the City; and

WHEREAS, on or about October 24, 2023, the City Council for the City, approved Resolution No. 20231024-010, creating Riverwood Ranch North Public Improvement District; and

**WHEREAS**, the Riverwood Ranch North Public Improvement District consists of approximately 35.620 contiguous acres within the corporate limits of the City; and

WHEREAS, on or about, April 23, 2024, the City Council, approved Ordinance No. [2024-XXX], (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Riverwood Ranch North Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") for the following property: [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 <u>day of</u>, 20, by [City Manager], for the City of Angleton, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

#### Item 14.

## **EXHIBIT J – DISTRICT BOUNDARY DESCRIPTION**



County: Project: Job No.: Brazoria District Boundary Riverwood Ranch North 14396

#### **FIELD NOTES FOR 35.608 ACRE TRACT**

Being a 35.608 acre tract of land, located in the T.S. Lee Survey, Abstract No. 318, in Brazoria County, Texas, being a portion of a called 73.74 acre tract in the name Riverwood Ranch Land Holdings, LLC, a Texas limited liability company, as recorded in County Clerks File No. (C.C.F.N.) 2020043779 of the Official Public Records, Brazoria County, Texas (O.P.R.B.C.T.) being referred to herein after as the above reference tract of land, said 35.608 acre tract 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 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the South line of the above referenced tract, same being the North right of way line of Hospital Drive;

**THENCE** North 47°34'23" West, over and across the above referenced tract, a distance of 28.14 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

**THENCE** North 02°52'30" West, over and across the above referenced tract, a distance of 80.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, being the beginning of a curve to the right;

**THENCE** over and across the above referenced tract and said curve to the right an arc distance of 31.42 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, said curve having a radius of 20.00 feet, a central angle of 90°00'00", a chord bearing of North 42°07'30" East and a distance of 28.28 feet;

**THENCE** North  $02^{\circ}52'30''$  West, over and across the above referenced tract, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, being the beginning of a curve to the right;

**THENCE** South 87°07'30" West, over and across the above referenced tract, a distance of 240.48 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found for corner, being the beginning of a curve to the right;

**THENCE** over and across the above referenced tract and said curve to the right an arc distance of 31.42 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, said curve having a radius of 20.00 feet, a central angle of 90°00'00", a chord bearing of North 47°52'30" East and a distance of 28.28 feet;

**THENCE** North 02°52'30" West, over and across the above referenced tract, a distance of 411.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

**THENCE** South 87°07'30" West, over and across the above referenced tract a distance of 170.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

**THENCE** North 02°52'30" West, over and across the above referenced tract, a distance of 679.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found for corner, being on the North line of the above referenced tract, same being the South line of Colony Square Subdivision, as recorded in Volume 16, Page 321 of the Plat Records, Brazoria County, Texas (P.R.B.C.T.);

**THENCE** North 87°07'30" East, along the common line of the above referenced tract and said Colony Square Subdivision, a distance of 1,317.70 feet to a 1/2 inch iron rod with cap stamped "Pinpoint" found for corner, being the Northeast corner of the above referenced tract, same being on the West right of way line of Buchta Road;

J:\14000s\14300s\14395-Riverwood Ranch Section II\ENGINEERING-SURVEY\SURVEY\DRAFT\PID 2\14396 35.608 Ac Rev. 1.docx

4005 Technology Dr., Suite 1530, Angleton, Texas 77515 • Phone: (979) 849-6681 Texas Firm Registration No. 10052500



THENCE South 02°52'30" East, along the common line of the above referenced tract and said Buchta Road, a distance of 1,290.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, being the Southeast corner of the above referenced tract, same being on said North right of way line of Hospital Drive;

THENCE South 87°07'30" West, along the common line of the above referenced tract and said North right of way line of Hospital drive, a distance of 887.42 feet to the **POINT OF BEGINNING** of the herein described tract, containing 35.608 acres of land, more or less.

Darrel Heidrich Registered P 01/08/2024

Registered Professional Land Surveyor Texas Registration No. 5378



J:\14000s\14300s\14395-Riverwood Ranch Section II\ENGINEERING-SURVEY\SURVEY\DRAFT\PID 2\14396 35.608 Ac Rev. 1.docx

4005 Technology Dr., Suite 1530, Angleton, Texas 77515 • Phone: (979) 849-6681 Texas Firm Registration No. 10052500

# **APPENDIX A – ENGINEER'S REPORT**

[Remainder of page intentionally left blank.]



### Riverwood Ranch North Subdivision - Sections 1 & 2 PUBLIC IMPROVEMENTS DISTRICT (PID) ENGINEER'S REPORT – RIVERWOOD RANCH NORTH PID

January 10, 2024

#### INTRODUCTION

Riverwood Ranch North Subdivision is a proposed master planned subdivision community by Riverwood Ranch, LLC. The development proposes 144 single family residential lots and is located on 35.608 contiguous acres located within the corporate limits of the City of Angleton, Brazoria County, Texas. The subject property is located north of Hospital Drive situated between N. Downing Street to the west and Buchta Road to the east. The community will include open space and a detention ponds in the subdivision.

Riverwood Ranch North PID (The District) consists of Sections 1 and 2 and is approximately 35.608 acres.

This report includes the supporting documentation for the issuance of The District bonds by the City of Angleton. The bonds are to be used to finance the public infrastructure items listed below that are necessary for buildout of Sections 1 and 2.

### **Development Improvements**

#### **Clearing and Grubbing**

Clearing and Grubbing includes clear and grub, excavation and embankment for the limits of the District.

#### Streets - Paving

Improvements including mobilization, subgrade stabilization, road base, asphalt, concrete and reinforcing steel for roadways, testing, sidewalks, handicapped ramps, and streetlights. All related demolition, tree removal, clearing and grubbing, earthwork, excavation, retaining walls, intersections, signage and striping, and revegetation of all disturbed areas within the right-of-way are included. Improvements including erosion control measures (e.g. erosion matting, rock berms, silt fence, inlet protection), construction entrance, SWPPP sign and inspections and re-vegetation of all disturbed areas within The District are included. The erosion control improvements will provide benefit to all lots within The District. The street improvements will provide benefit to each lot within The District.

#### **Drainage** - Detention

Detention includes clearing, pond excavation and embankment, soil testing, channels, rock riprap walls, construction of outfall structures, erosion controls, revegetation and utility improvements are also included.

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

RIVERWOOD RANCH NORTH PID PRELIMINARY SERVICE AND ASSESSMENT PLAN

#### **Drainage - Storm Water**

Improvements included earthen channels, swales, curb and drop inlets, storm sewer 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 required to provide storm drainage for all lots within The District.

#### **Potable Water**

Improvements including trench excavation and embedment, trench safety, piping, encasement, service connections, hydrants, service for park, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to all lots within The District.

#### Wastewater

Improvements including trench excavation and embedment, trench safety, piping, encasing, boring, manholes, lift station, force main, service connections, testing, related earthwork, excavation erosion control and all necessary appurtenances required to provide wastewater service to all lots within The District.

#### Landscaping, Parks and Amenities

The District includes fencing, sidewalks, irrigation, in addition to landscaped areas and grass covered areas within the subdivision. These improvements include erosion control measures, earthwork, site improvements, planting and vegetation. The landscaping, parks and amenities improvements will provide benefit to all lots within The District.

#### Soft Costs

Costs related to designing, constructing, installing, and financing The District Improvements, including land planning and design, City fees, engineering, soil testing survey, construction management, legal fees, consultant fees, contingency, inspection fees, and other PID costs incurred and paid by the Developer. The soft cost will provide benefit to all lots within The District.

#### **Development Costs**

An Engineers' Opinion of Probable Cost (OPC) has been prepared for The District improvement described above and is included as the Public Improvement District Cost Estimate. This Opinion of Probable Cost is based on contractor pricing and Baker & Lawson, Inc. reasonable professional judgement and experience and does not constitute a warranty, expressed or implied. Actual costs may vary.

#### **Development and Construction Schedule**

Section 1 and Section 2

 $\begin{array}{l} \mbox{Construction Commenced} - \mbox{October 17, 2023} \\ \mbox{Estimated Completion of Construction and $1^{st}$ Lot Delivery - March 15, 2024} \\ \mbox{Estimated $1^{st}$ Home Closing - September 15, 2024} \end{array}$ 

There are no private improvements or major improvements to Riverwood Ranch North Sections 1 & 2.

Thank you for your review of this letter and the associated plat and related information. Should you have any questions or wish to discuss this submittal in detail, please contact me at (979) 849-6681 or droesler@bakerlawson.com

Sincerely,

Douglas B. Roesler, P.E. President TBPE Firm No. F-825 TBPLS Firm No. 100525200

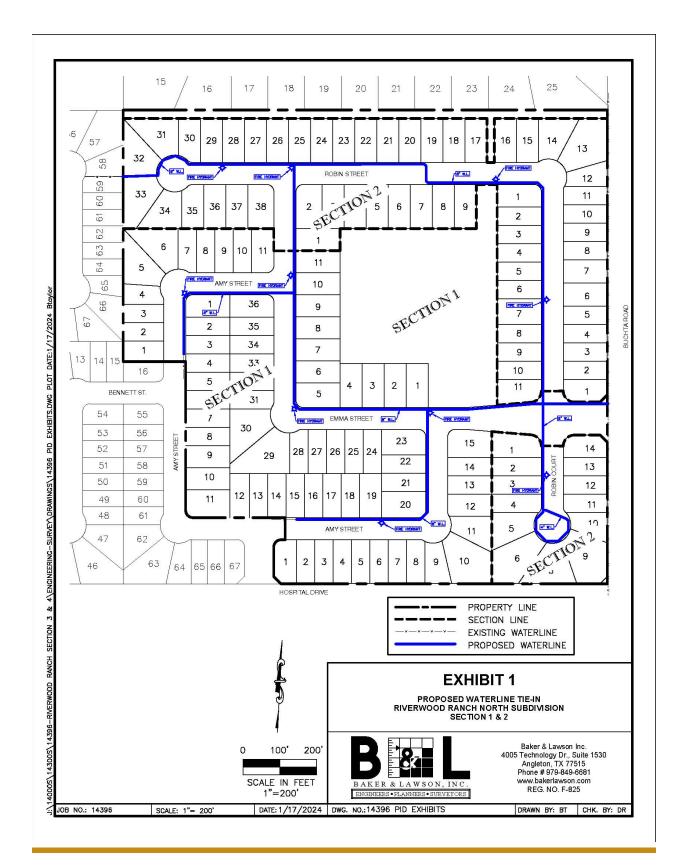


### RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT PID REIMBURSEMENT SUMMARY

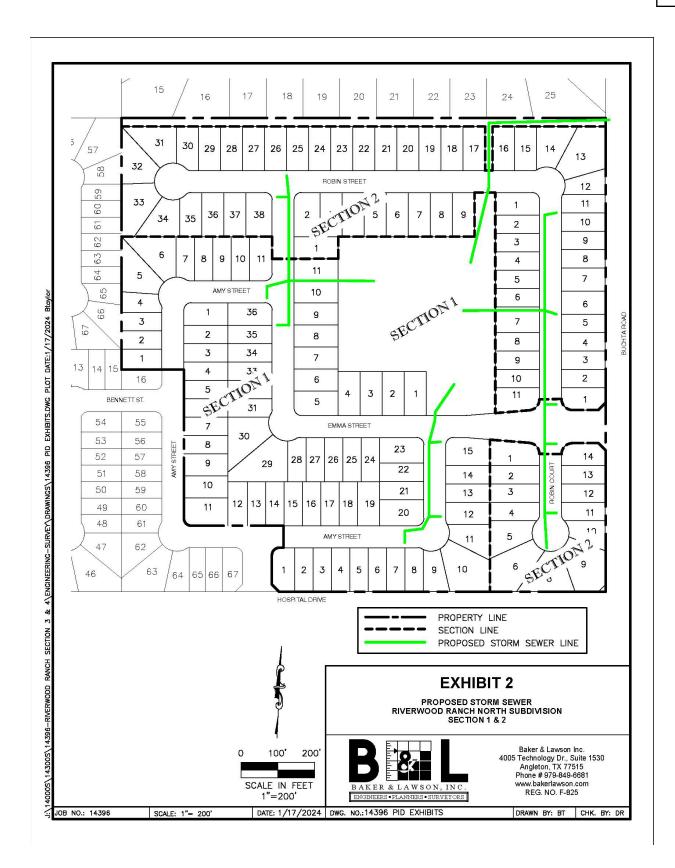
Туре	Description	B	udget Amount	Note
Hard costs	Clearing & Grubbing	\$	200,000.00	
Hard costs	Potable Water	\$	307,830.10	
Hard costs	Drainage - Storm Sewer	\$	325,050.13	
Hard costs	Wastewater	\$	438,650.29	\$ 2,998,927.23
Hard costs	Drainage - Detention	\$	391,250.85	
Hard costs	Streets - Paving	\$	1,536,145.86	-
Hard costs	Landscape - Planting	\$	66,430.20	
	Hardscape - Fencing, Fountain, Walking			-
Hard costs	Trails, etc.	\$	255,284.50	\$ 382,514.70
Hard costs	Landscape - Irrigation	\$	38,300.00	
Hard costs	Landscape - Architect	\$	22,500.00	1
Soft costs	Engineering	\$	290,160.00	
Soft costs	Legal Fee	\$	50,000.00	
Soft costs	PID Creation	\$	50,000.00	
Soft costs	Accounting Fee	\$	50,000.00	
Soft costs	Predevelopment Costs	\$	18,000.00	
Soft costs	City Fees	\$	39,510.33	
Contingency	Contingency	\$	815,822.45	20% of total costs
Management Fee	Construction Management Fee	\$	195,797.39	4% of total PID eligible costs
	Total Development Costs	\$	5,090,732.10	

## TOTAL PID REIMBURSEMENT AMOUNT \$ 5,090,732.10

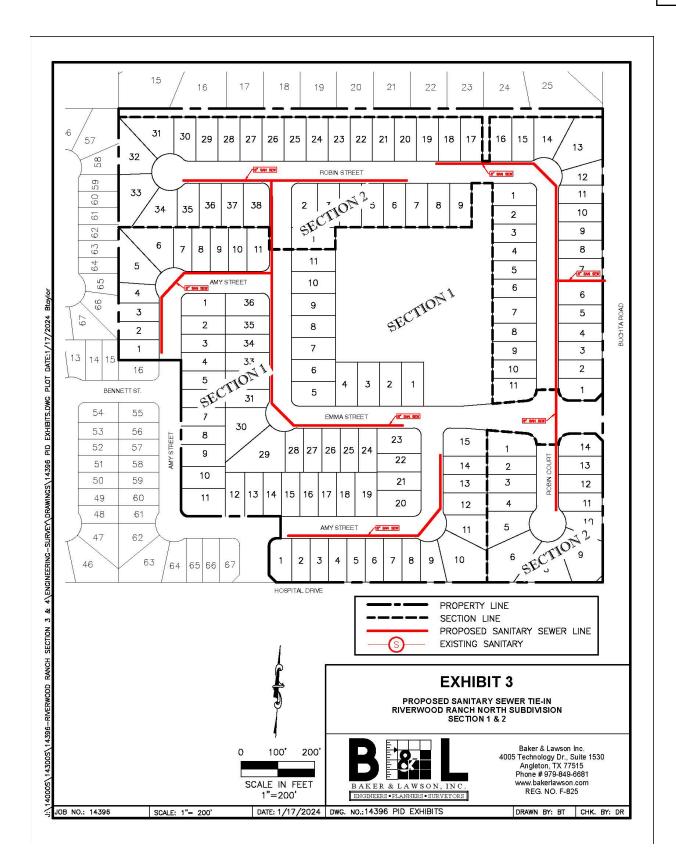
O DOUGLAS B. ROESLEF 39 01-11-24 TBRE Firm No. F-825



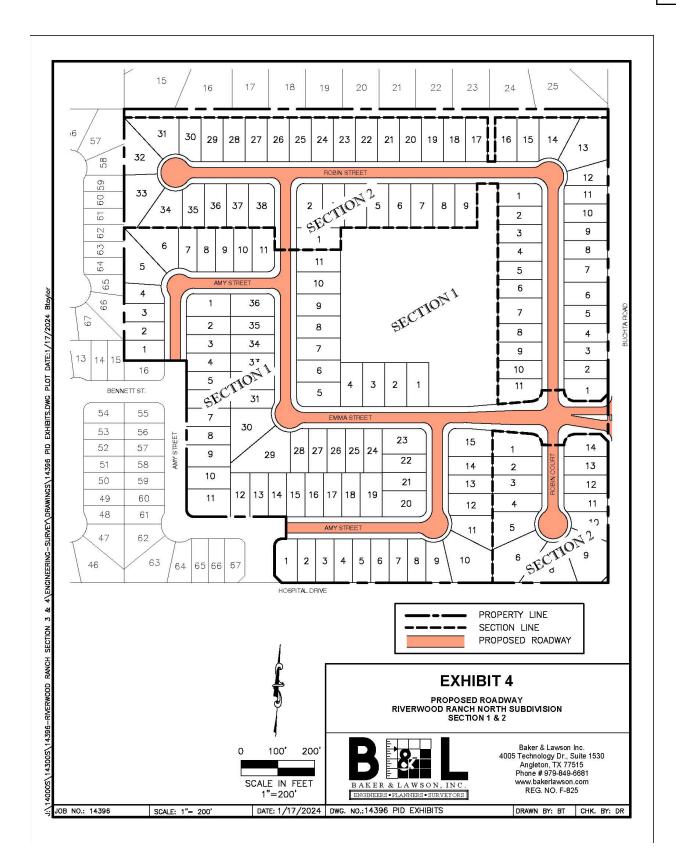
RIVERWOOD RANCH NORTH PID PRELIMINARY SERVICE AND ASSESSMENT PLAN



RIVERWOOD RANCH NORTH PID PRELIMINARY SERVICE AND ASSESSMENT PLAN

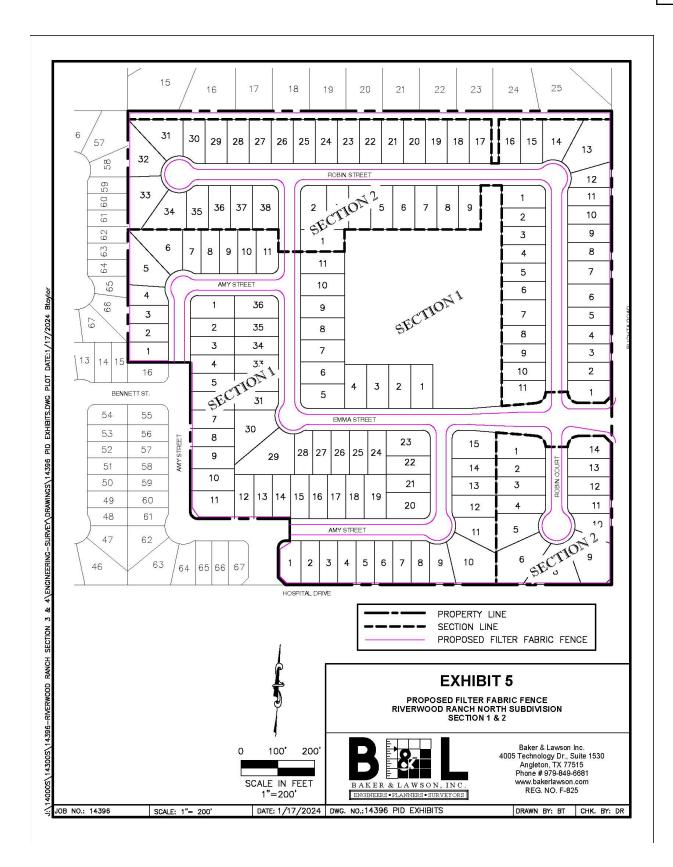


RIVERWOOD RANCH NORTH PID PRELIMINARY SERVICE AND ASSESSMENT PLAN



RIVERWOOD RANCH NORTH PID PRELIMINARY SERVICE AND ASSESSMENT PLAN

250



RIVERWOOD RANCH NORTH PID PRELIMINARY SERVICE AND ASSESSMENT PLAN

251

# **APPENDIX B – BUYER DISCLOSURES**

Forms of the buyer disclosures for the following Lot Types are found in this Appendix:

- o Initial Parcel
- $\circ$  Lot Type 1
- $\circ$  Lot Type 2

# RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE INITIAL PARCEL

## 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 RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_

#### NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF ANGLETON, TEXAS CONCERNING THE FOLLOWING PROPERTY

#### STREET ADDRESS

#### INITIAL PARCEL PRINCIPAL ASSESSMENT: \$5,139,000.00

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 *Riverwood Ranch North 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.

<sup>&</sup>lt;sup>1</sup> 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:

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:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  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

STATE OF TEXAS	§
	§
COUNTY OF	ş

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]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> 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]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> 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.

	Reimburseme	ent	Obligation							
Installment					Additional		Annual	То	tal Annual	
Due 1/31	Principal		Interest <sup>1,2</sup>		Interest <sup>2</sup>	(	Collection		Installment	
Due 1/51					Interest	Costs		Due <sup>3,4</sup>		
2025	\$ 75,000	\$	307,496	\$	-	\$	50,000	\$	432,496	
2026	\$ 77,000	\$	303,840	\$	-	\$	51,000	\$	431,840	
2027	\$ 81,000	\$	299,220	\$	-	\$	52,020	\$	432,240	
2028	\$ 85,000	\$	294,360	\$	-	\$	53,060	\$	432,420	
2029	\$ 90,000	\$	289,260	\$	-	\$	54,122	\$	433,382	
2030	\$ 94,000	\$	283,860	\$	-	\$	55,204	\$	433,064	
2031	\$ 99,000	\$	278,220	\$	-	\$	56,308	\$	433,528	
2032	\$ 104,000	\$	272,280	\$	-	\$	57,434	\$	433,714	
2033	\$ 109,000	\$	266,040	\$	-	\$	58,583	\$	433,623	
2034	\$ 115,000	\$	259,500	\$	-	\$	59,755	\$	434,255	
2035	\$ 121,000	\$	252,600	\$	-	\$	60,950	\$	434,550	
2036	\$ 127,000	\$	245,340	\$	-	\$	62,169	\$	434,509	
2037	\$ 134,000	\$	237,720	\$	-	\$	63,412	\$	435,132	
2038	\$ 141,000	\$	229,680	\$	-	\$	64,680	\$	435,360	
2039	\$ 149,000	\$	221,220	\$	-	\$	65,974	\$	436,194	
2040	\$ 157,000	\$	212,280	\$	-	\$	67,293	\$	436,573	
2041	\$ 165,000	\$	202,860	\$	-	\$	68,639	\$	436,499	
2042	\$ 174,000	\$	192,960	\$	-	\$	70,012	\$	436,972	
2043	\$ 184,000	\$	182,520	\$	-	\$	71,412	\$	437,932	
2044	\$ 194,000	\$	171,480	\$	-	\$	72,841	\$	438,321	
2045	\$ 205,000	\$	159,840	\$	-	\$	74,297	\$	439,137	
2046	\$ 216,000	\$	147,540	\$	-	\$	75,783	\$	439,323	
2047	\$ 229,000	\$	134,580	\$	-	\$	77,299	\$	440,879	
2048	\$ 242,000	\$	120,840	\$	-	\$	78,845	\$	441,685	
2049	\$ 256,000	\$	106,320	\$	-	\$	80,422	\$	442,742	
2050	\$ 270,000	\$	90,960	\$	-	\$	82,030	\$	442,990	
2051	\$ 286,000	\$	74,760	\$	-	\$	83,671	\$	444,431	
2052	\$ 302,000	\$	57,600	\$	-	\$	85,344	\$	444,944	
2052	\$ 320,000	\$	39,480	\$	-	\$	87,051	\$	446,531	
2053	\$ 338,000	\$	20,280	\$	-	\$	88,792	\$	447,072	
Total	\$ 5,139,000	\$	5,954,936	\$	-	\$	2,028,404	\$ 1	13,122,340	

## **ANNUAL INSTALLMENTS - INITIAL PARCEL**

#### Footnotes:

[1] Interest on the Improvement Area #1 Reimbursement Obigation is calculated at a rate of 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.72% as of January 31, 2024.

[2] If PID Bonds are issued, the interest on the Assessments will adjust to the interest rate on the PID Bonds plus Additional Interest which will be collected if PID Bonds are issued.

[3] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update.

[4] The figures shown above are estimates only and subject to change in Annual Service Plan

Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

# RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 1

### 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 RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_

### NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF ANGLETON, TEXAS CONCERNING THE FOLLOWING PROPERTY

#### STREET ADDRESS

# LOT TYPE 1 PRINCIPAL ASSESSMENT: \$34,871.79

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 *Riverwood Ranch North 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.

<sup>&</sup>lt;sup>1</sup> 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:

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:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  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

STATE OF TEXAS	§
	§
COUNTY OF	ş

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]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> 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

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]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> 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.

Reimbursement Obligation										
Installment Due 1/31		Principal		nterest <sup>1,2</sup>		ditional terest <sup>2</sup>	Annual Collection Costs			otal Annual nstallment Due <sup>3,4</sup>
2025	\$	508.93	\$	2,086.58	\$	-	\$	339.29	\$	2,934.79
2026	\$	522.50	\$	2,061.77	\$	-	\$	346.07	\$	2,930.34
2027	\$	549.64	\$	2,030.42	\$	-	\$	352.99	\$	2,933.06
2028	\$	576.79	\$	1,997.44	\$	-	\$	360.05	\$	2,934.28
2029	\$	610.71	\$	1,962.84	\$	-	\$	367.25	\$	2,940.80
2030	\$	637.86	\$	1,926.19	\$	-	\$	374.60	\$	2,938.65
2031	\$	671.79	\$	1,887.92	\$	-	\$	382.09	\$	2,941.80
2032	\$	705.71	\$	1,847.61	\$	-	\$	389.73	\$	2,943.06
2033	\$	739.64	\$	1,805.27	\$	-	\$	397.53	\$	2,942.44
2034	\$	780.36	\$	1,760.89	\$	-	\$	405.48	\$	2,946.73
2035	\$	821.07	\$	1,714.07	\$	-	\$	413.59	\$	2,948.73
2036	\$	861.79	\$	1,664.81	\$	-	\$	421.86	\$	2,948.45
2037	\$	909.29	\$	1,613.10	\$	-	\$	430.30	\$	2,952.68
2038	\$	956.79	\$	1,558.54	\$	-	\$	438.90	\$	2,954.23
2039	\$	1,011.07	\$	1,501.14	\$	-	\$	447.68	\$	2,959.89
2040	\$	1,065.36	\$	1,440.47	\$	-	\$	456.63	\$	2,962.46
2041	\$	1,119.64	\$	1,376.55	\$	-	\$	465.77	\$	2,961.96
2042	\$	1,180.71	\$	1,309.37	\$	-	\$	475.08	\$	2,965.17
2043	\$	1,248.57	\$	1,238.53	\$	-	\$	484.58	\$	2,971.68
2044	\$	1,316.43	\$	1,163.61	\$	-	\$	494.28	\$	2,974.32
2045	\$	1,391.07	\$	1,084.63	\$	-	\$	504.16	\$	2,979.86
2046	\$	1,465.71	\$	1,001.16	\$	-	\$	514.24	\$	2,981.12
2047	\$	1,553.93	\$	913.22	\$	-	\$	524.53	\$	2,991.68
2048	\$	1,642.14	\$	819.99	\$	-	\$	535.02	\$	2,997.15
2049	\$	1,737.14	\$	721.46	\$	-	\$	545.72	\$	3,004.32
2050	\$	1,832.14	\$	617.23	\$	-	\$	556.63	\$	3,006.01
2051	\$	1,940.71	\$	507.30	\$	-	\$	567.77	\$	3,015.78
2052	\$	2,049.29	\$	390.86	\$	-	\$	579.12	\$	3,019.27
2052	\$	2,171.43	\$	267.90	\$	-	\$	590.70	\$	3,030.03
2053	\$	2,293.57	\$	137.61	\$	-	\$	602.52	\$	3,033.70
Total	\$	34,871.79	\$	40,408.49	\$	-	<b>\$</b> 1	3,764.17	\$	89,044.45

## ANNUAL INSTALLMENTS - LOT TYPE 1

#### Footnotes:

[1] Interest is calculated at a rate of 6.00% for illustrative purposes.

[2] If PID Bonds are issued, the interest on the Assessments will adjust to the interest rate on the PID Bonds plus Additional Interest which will be collected if PID Bonds are issued.

[3] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update.

[4] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

> Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

# RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 2

### 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 RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_

#### NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO CITY OF ANGLETON, TEXAS CONCERNING THE FOLLOWING PROPERTY

#### STREET ADDRESS

#### LOT TYPE 2 PRINCIPAL ASSESSMENT: \$36,707.14

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 *Riverwood Ranch North 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.

<sup>&</sup>lt;sup>1</sup> 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:

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:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]<sup>2</sup>

 $<sup>^{2}</sup>$  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

STATE OF TEXAS	§
	§
COUNTY OF	ş

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]<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> 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]<sup>4</sup>

<sup>&</sup>lt;sup>4</sup> 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 - LOT TYPE 2**

	<b>Reimbursement Obligation</b>								
Installment Due 1/31	Principal		Interest <sup>1,2</sup>		ditional terest <sup>2</sup>		Annual ollection		otal Annual nstallment
	ć	F2F 74	ć	2 406 40		ć	Costs	ć	Due <sup>3,4</sup>
2024	\$	535.71	\$	2,196.40	\$ -	\$	357.14	\$	3,089.26
2025	\$	550.00	\$	2,170.29	\$ -	\$	364.29	\$	3,084.57
2026	\$	578.57	\$	2,137.29	\$ -	\$	371.57	\$	3,087.43
2027	\$	607.14	\$	2,102.57	\$ -	\$	379.00	\$	3,088.72
2028	\$	642.86	\$	2,066.14	\$ -	\$	386.58	\$	3,095.58
2029	\$	671.43	\$	2,027.57	\$ -	\$	394.31	\$	3,093.31
2030	\$	707.14	\$	1,987.29	\$ -	\$	402.20	\$	3,096.63
2031	\$	742.86	\$	1,944.86	\$ -	\$	410.24	\$	3,097.96
2032	\$	778.57	\$	1,900.29	\$ -	\$	418.45	\$	3,097.31
2033	\$	821.43	\$	1,853.57	\$ -	\$	426.82	\$	3,101.82
2034	\$	864.29	\$	1,804.29	\$ -	\$	435.36	\$	3,103.93
2035	\$	907.14	\$	1,752.43	\$ -	\$	444.06	\$	3,103.63
2036	\$	957.14	\$	1,698.00	\$ -	\$	452.94	\$	3,108.09
2037	\$	1,007.14	\$	1,640.57	\$ -	\$	462.00	\$	3,109.72
2038	\$	1,064.29	\$	1,580.14	\$ -	\$	471.24	\$	3,115.67
2039	\$	1,121.43	\$	1,516.29	\$ -	\$	480.67	\$	3,118.38
2040	\$	1,178.57	\$	1,449.00	\$ -	\$	490.28	\$	3,117.85
2041	\$	1,242.86	\$	1,378.29	\$ -	\$	500.09	\$	3,121.23
2042	\$	1,314.29	\$	1,303.71	\$ -	\$	510.09	\$	3,128.09
2043	\$	1,385.71	\$	1,224.86	\$ -	\$	520.29	\$	3,130.86
2044	\$	1,464.29	\$	1,141.71	\$ -	\$	530.70	\$	3,136.70
2045	\$	1,542.86	\$	1,053.86	\$ -	\$	541.31	\$	3,138.02
2046	\$	1,635.71	\$	961.29	\$ -	\$	552.14	\$	3,149.14
2047	\$	1,728.57	\$	863.14	\$ -	\$	563.18	\$	3,154.89
2048	\$	1,828.57	\$	759.43	\$ -	\$	574.44	\$	3,162.44
2049	\$	1,928.57	\$	649.71	\$ -	\$	585.93	\$	3,164.22
2050	\$	2,042.86	\$	534.00	\$ -	\$	597.65	\$	3,174.51
2051	\$	2,157.14	\$	411.43	\$ -	\$	609.60	\$	3,178.17
2052	\$	2,285.71	\$	282.00	\$ -	\$	621.79	\$	3,189.51
2053	\$	2,414.29	\$	144.86	\$ -	\$	634.23	\$	3,193.37
Total	\$	36,707.14	\$	42,535.26	\$ -	\$1	4,488.60	\$	93,731.00

#### Footnotes:

[1] Interest is calculated at a rate of 6.00% for illustrative purposes.

[2] If PID Bonds are issued, the interest on the Assessments will adjust to the interest rate on the PID Bonds plus Additional Interest which will be collected if PID Bonds are issued.[3] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update.

[4] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.



# AGENDA ITEM SUMMARY FORM

MEETING DATE:March 26, 2026PREPARED BY:Otis T. Spriggs, AICP, Development Services DirectorAGENDA CONTENT:Discussion and possible action on a request for a final plat extension for<br/>Auston Colony Subdivision, Section 1A for a period of one year as<br/>requested by Wayne Rea, II of Tejas-Angleton Development LLC. for<br/>property located on the north side of Anchor Road (CR 44)<br/>approximately 2,000 ft. northwest of W. Wilkins Street.

AGENDA ITEM SECTION: Regular Agenda Item.

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

### **EXECUTIVE SUMMARY:**

This is a request for a final plat extension for Auston Colony Subdivision, Section 1A for a period of one year, as received from Wayne Rea and his agent/engineer Baker & Lawson, Inc.. Plan Development District No. 3 was amended and adopted by City Council on January 10, 2023 under Ordinance No. 20230110-009.

Austin Colony Drive will serve access to the proposed 50 lots in Section 1A, with a tie-in to CR 44, Anchor Road. The project team notified the city that the project has been delayed due to the increase in material prices and rising interest rates. Tejas Land Company anticipates starting construction within 4-6 months as interest rates stabilize and material prices decrease.

The developer was approved a quantity of 100 lots at the minimum 50 ft width, which equates to approximately 17.67% of the total of 562 lots approved in the PD. In Section 1A, 50- 50' lots are being proposed, with 4 blocks, and 5 reserves.

#### **RECOMMENDATION:**

City Council should discuss and consider approval of a 1-year plat extension as requested for Austin Colony, Section 1A Final Plat, by Wayne Rea, II of Tejas-Angleton Development LLC.



Item 15.

March 11, 2024

Mr. Otis Spriggs Director of Development Services 121 S. Velasco Angleton, Texas 77515

Re: Extension of Time for Construction Austin Colony Subdivision, Section 1A Angleton, Texas

Dear Mr. Spriggs

Mr. Wayne Rea, II of Tejas Veijo Land Company is requesting the one time, one year extension for the Construction Plans and Plat for Austin Colony Subdivision, Section 1A. The Final Plat and Plans were approved by City Council July 25, 2023.

The project has been delayed due to the increase in material prices and rising interest rates. Tejas Veijo Land Company is anticipating starting construction within 4-6 months as interest rates stabilize and material prices decrease.

Please let us know if any additional information is needed.

Sincerely,

Douglas B. Roesler, P.E. President

DOUGLAS B. ROESLER, P.E. - Principal Engineer 4005 TECHNOLOGY DRIVE, SUITE 1530, ANGLETON, TEXAS 77515 (979) 849-6681 • Fax (979) 849-4689

SYMBOL	DESCRIPTION	RESERVE USE	AREA
$\langle A \rangle$	RESTRICTED RESERVE "A"	RESTRICTED LANDSCAPE USE	1.400 AC.
B	RESTRICTED RESERVE "B"	RESTRICTED TO UTILITY & DRAINAGE USE	7.037 AC.
$\langle C \rangle$	RESTRICTED RESERVE "C"	RESTRICTED TO RESIDENTIAL USE	21.208 AC
$\langle D \rangle$	RESTRICTED RESERVE "D"	RESTRICTED TO UTILITY & DRAINAGE USE	0.055 AC.
Ē	RESTRICTED RESERVE "E"	RESTRICTED TO UTILITY & DRAINAGE USE	10.808 AC

Line Table

L1 | 99.66' | N42°49'04"E

L2 | 119.08' | N47°10'56"W

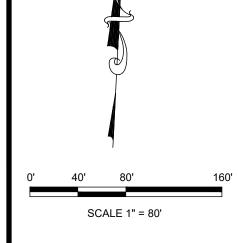
L3 207.81' N42°49'04"E

L4 95.00' N87°07'48"E

L5 60.00' N02°52'12"W

L6 | 118.95' | S08°29'14"E

Line No. Length Direction



<u>LEGEND</u>	
0.P.R.B.C.T. =	OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY TEXAS
D.R.B.C.T. =	DEED RECORDS BRAZORIA COUNTY TEXAS
P.R.B.C.T. =	PLAT RECORDS BRAZORIA COUNTY TEXAS
C.C.F.N. =	COUNTY CLERK'S FILE NUMBER
FND =	FOUND
C.I.R. =	CAPPED IRON ROD
I.R. =	IRON ROD
P.O.B. =	POINT OF BEGINNING
P.O.C. =	POINT OF COMMENCEMENT
R.O.W. =	RIGHT-OF-WAY
VOL., PG. =	VOLUME PAGE

B.L. = BUILDING LINE U.E. = UTILITY EASEMENT <u>SYMBOLS</u>

> O = SET 5/8" I.R. W/CAP "BAKER & LAWSON"  $\odot$  = FOUND MONUMENT (AS NOTED)

			Curve Tabl	e	
Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	66.28'	500.00'	7°35'41"	N46°36'54"E	66.23'
C2	25.90'	400.00'	3°42'34"	N48°33'27"E	25.89'
С3	199.35'	250.00'	45°41'16"	N19°58'26"E	194.11'
C4	192.65'	795.00'	13°53'02"	N55°48'34"E	192.17'
C5	32.92'	705.00'	2°40'31"	N50°12'19"E	32.92'
C6	48.38'	580.00'	4°46'46"	N53°55'58"E	48.37'
C7	176.39'	400.00'	25°15'59"	N69°20'37"E	174.97'
C8	318.96'	400.00'	45°41'17"	N19°58'25"E	310.58'
C9	135.45'	150.00'	51°44'16"	N22°59'55"E	130.89'
C10	73.32'	550.00'	7°38'17"	N52°41'12"E	73.27'
C11	54.75'	400.00'	7°50'34"	S52°47'20"W	54.71'
C12	438.57'	550.00'	45°41'16"	S19°58'26"W	427.04'
C13	53.48'	400.00'	7°39'39"	S39°03'12"W	53.44'
C14	66.28'	500.00'	7°35'41"	S39°01'13"W	66.23'
C15	53.02'	400.00'	7°35'41"	N46°36'54"E	52.98'
C16	295.04'	370.00'	45°41'17"	N19°58'25"E	287.28'
C17	31.42'	20.00'	90°00'00"	N47°52'12"W	28.28'
C18	342.88'	430.00'	45°41'17"	N19°58'25"E	333.87'
C19	31.42'	20.00'	90°00'00"	S42°07'48"W	28.28'
C20	31.42'	20.00'	90°00'00"	N47°52'12"W	28.28'
C21	31.42'	20.00'	90°00'00"	N42°07'48"E	28.28'
C22	162.54'	180.00'	51°44'16"	S22°59'55"W	157.07'
C23	75.50'	580.00'	7°27'30"	S52°35'36"W	75.45'
C24	108.36'	120.00'	51°44'16"	S22°59'55"W	104.72'
C25	71.18'	520.00'	7°50'34"	S52°47'20"W	71.12'
C26	287.92'	670.00'	24°37'19"	N09°26'27"E	285.71'
C27	265.67'	690.00'	22°03'39"	S08°09'37"W	264.03'

S 75'39'23"

AUST

Р.О.В.

твм "а" — 🕂

4

LANDSCAPE RESERVE "A" 1.400 ACRES

- APPROXIMATE LOCATION ANGLETON CITY LIMITS

J. DE J. VALDERAS A-380

A. ROBERTS A-363

70.5 5 50.5

· \_ \_\_\_\_ \_ \_ \_ \_

- INTERIOR CORNER 164.50 ACRE TRACT FND. 1/2" C.I.R.

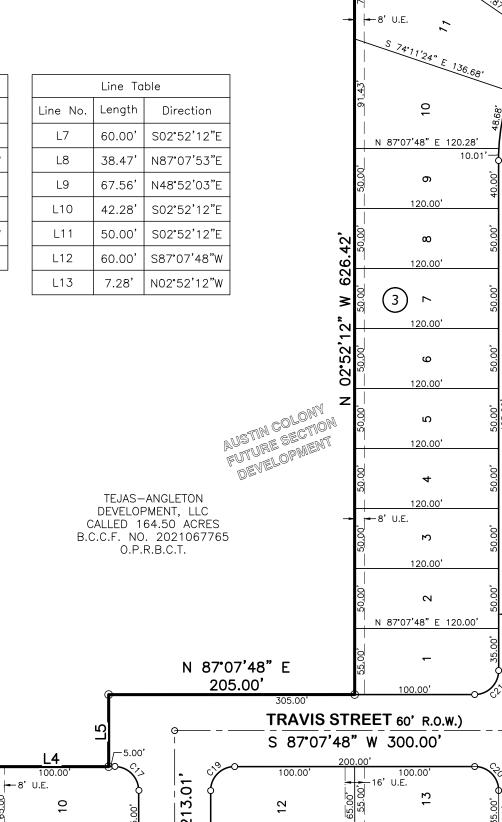
@N51°16'E, 1.2'

— FUTURE 15'U.E.

- FUTURE 10' R.O.W. DEDICATION

COUNT ROAD RA

FND. 1/2" C.I.R. "STROUD" SOUTHWEST CORNER 164.50 ACRE TRACT



11

o

00

9

120.00

2

ъ

S 87°07'48" W L13-

120.00'

8' U.E. 🗕

1.99'—

\_\_\_\_20.0' U.E.

- 20.0' U.E.

1

N 87'07'48" E 120.00'

S 85°02'23" E 120.00'

ø

S 77.27'44" E 120.00

2

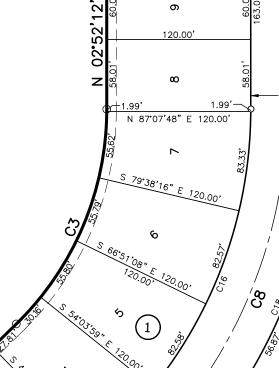
ANGLETON MEADOWS BUSINESS PARK

PLAT No. 2005019895 B.C.P.R.

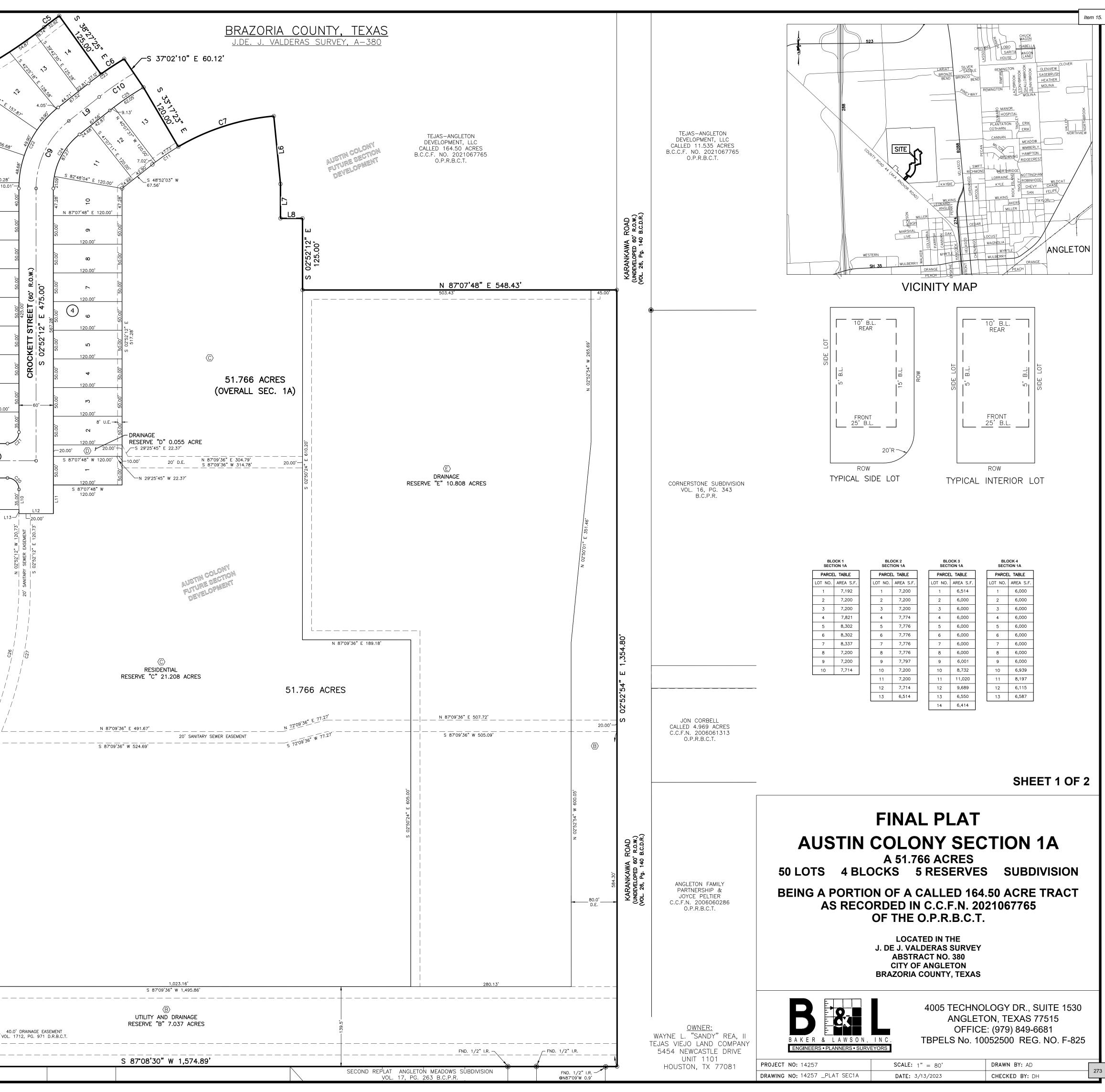
6

ω l

ŝ



N 87°07'48" E 120.00'





# AGENDA ITEM SUMMARY FORM

MEETING DATE:	March 26, 2024
PREPARED BY:	Phillip Conner, Finance Director
AGENDA CONTENT:	Discussion and possible action on the approval of the Reimbursement Agreement as revised for the Riverwood Ranch North Public Improvement District.
AGENDA ITEM SECTION:	Regular Agenda

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

#### **EXECUTIVE SUMMARY:**

October 24, 2023, the City Council passed and approved a Resolution No. 20231024-010 creating the Riverwood Ranch North Public Improvement District (the "District") covering approximately 35.608 acres of land described by metes and bounds in said Resolution.

On February 13, 2023, City Council discussed and considered the reimbursement agreement and unanimously agreed to table the matter until such time the hardscaped items are clarified. This item was later postponed on March 12, 20024 by City Council pending further legal review.

City and the Developer desire to enter into the attached Riverwood Ranch North Public Improvement District Reimbursement Agreement to reflect the reimbursement due to the Developer for the costs of the Public Improvement Projects pursuant to the approved SAP and to express the City's intent to reimburse the Developer for certain costs of the Public Improvement Projects.

#### **RECOMMENDATION:**

Staff recommends approval of the Riverwood Ranch North Public Improvement District Reimbursement Agreement between the City of Angleton, Texas and the developer, subject to final approval by the City Attorney.

# RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT

This Riverwood Ranch North Public Improvement District Reimbursement Agreement (this "<u>Reimbursement Agreement</u>") is executed by and between the City of Angleton, Texas (the "City") and Riverwood Ranch, LLC a Texas limited liability company, (the "Developer") (individually referred to as a "<u>Party</u>" and collectively as the "Parties") to be effective as of , 2024 (the "Effective Date").

#### **RECITALS**

WHEREAS, on October 24, 2023, the City Council passed and approved a resolution creating the Riverwood Ranch North Public Improvement District (the "District") covering approximately 35.608 acres of land described by metes and bounds in said Resolution (the "District Property"); and

**WHEREAS**, the purpose of the District is to finance public improvements (the "Public Improvements") as provided by Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act") that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is currently being developed and the City intends to levy special assessments against property in the District (the "Assessed Property") to pay the costs of certain public improvements (the "Public Improvements") that confer a special benefit on the Assessed Property within the District; and

WHEREAS, the Developer has begun construction certain the Public Improvements within the District (the "Public Improvement Projects") within the District and the City intends to approve an ordinance (the "Assessment Ordinance") levying assessments on the Assessed Property (the "Assessments") and to approve a service and assessment plan for the District which sets forth the Assessments against all property within the District (the "Service and Assessment Plan" or "SAP"); and

WHEREAS, the City and the Developer desire to enter into this Reimbursement Agreement (the "Reimbursement Agreement") to reflect the reimbursement due to the Developer for the costs of the Public Improvement Projects pursuant to the approved SAP and to express the City's intent to reimburse the Developer for certain costs of the Public Improvement Projects; and

WHEREAS, all revenue received and collected by the City from the collection of the Assessments and Annual Installments (excluding Delinquent Collection Costs and Annual Collection Costs) (the "Assessment Revenue") shall be deposited first for the payment of debt service on Bonds to be issued by the City (the "Future Bonds") and second, into an assessment fund, that is segregated from all other funds of the City (the "Reimbursement Fund"); and

WHEREAS, the Assessment Revenue deposited into the Reimbursement Fund shall be used to reimburse Developer and its assigns for the cost of the Public Improvement Projects advanced in a principal amount to be set forth in the SAP, plus interest as set forth herein; and

**WHEREAS**, the obligations of the City to use the Assessments hereunder is authorized by the PID Act; and

**WHEREAS**, terms not otherwise defined in this Reimbursement Agreement shall have the meanings assigned in the Service and Assessment Plan;

# NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

- 1. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
- 2. The City intends to levy Assessments to finance the cost of the Public Improvement Projects and to reimburse the Developer for the costs of such Public Improvement Projects incurred by Developer prior to the levy and/or to pay directly the costs of the Public Improvement Projects.
- 3. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the SAP, the City agrees to pay the Developer and the Developer shall be entitled to receive from the City, the amount equal to the actual costs of the Public Improvement Projects paid by the Developer as set forth in the SAP, in accordance with the terms of this Reimbursement Agreement, in a principal amount not to exceed the amount hereafter set forth in the SAP (the "Reimbursement Obligation"), plus interest accrued, as provided in Section 2(a) below. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the "Reimbursement Fund". The Reimbursement Obligation is payable from Assessment Revenue to be deposited in the Reimbursement Fund as described below and in accordance with the Development Agreement and the SAP:
  - a. The Reimbursement Obligation is payable solely from: (i) Assessment Revenue received and collected by the City from Assessments deposited an account within the Reimbursement Fund after the payment of debt service on Future Bonds(ii) the net proceeds (after funding reserve funds, payment of costs of issuance, including the costs paid or incurred by the City and City Administrative Expenses) of one or more series of Future Bonds issued by the City to fund all or

a portion of the Reimbursement Obligation in accordance with the terms of the Development Agreement and the SAP and secured by the Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Assessment Revenue shall be received, collected and deposited into the applicable account of the Reimbursement Fund subject to the following limitations:

- i. Calculation of the Assessments in the District and the first Annual Installment due, shall begin as shall be provided in the SAP.
- ii. Assessments collected for the Reimbursement Obligation listed above shall accrue simple interest annually at the rate set forth in the SAP, such rate to be in compliance with Subsections 372.023(e)(1) and (e)(2) of the PID Act. Such interest shall accrue upon levy of the Assessments only for the portion of the Assessment that is not allocated to outstanding Future Bonds. If accrued, interest shall begin and continue on the unpaid principal amount of the Assessments as set forth in the SAP until the earlier of (i) the expiration of the term set forth in the SAP, or (ii) the issuance of Future Bonds to fund a portion of the Reimbursement Obligation, as reduced by annual payments made pursuant to (iv) below.
- iii. Assessment Revenue dedicated to the payment of all or a portion of the Reimbursement Obligation and interest thereon, shall be deposited into the Reimbursement Fund after the payment of debt service on the outstanding Future Bonds.
- iv. The Developer shall receive the Unpaid Balance in annual installments as set forth in the SAP and herein from the applicable account of the Reimbursement Fund, for the time period set forth in the SAP or until Future Bonds are issued to fund such Reimbursement Obligation, and as allowed under Section 2(a) above.
- 4. The Reimbursement Obligation, as set forth in the SAP, plus the interest as described above, if accruing, are collectively, the "Unpaid Balance." The Unpaid Balance is secured by and payable solely from Assessment Revenue received and collected for such purpose and deposited into the Reimbursement Fund subject to Section 3(a)(iv), and Section 5 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the term of this Agreement, as set forth herein. Payment of Assessment Revenue from the applicable account of the Reimbursement Fund after the payment of debt service on outstanding Future Bonds, shall be made annually to the Developer subject to the term of this Reimbursement Agreement as set forth in Section 22. The outstanding Unpaid Balance and the Reimbursement Obligation shall be reduced by the amount of each

annual payment to the Developer from the applicable account of the Reimbursement Fund or Future Bond proceeds paid to Developer.

- 5. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Assessment Revenue received, collected and deposited into the Reimbursement Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenue or does not receive an amount in excess of the annual debt service due on the outstanding Future Bonds, and, as a result, is unable to make transfers from the Reimbursement Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Event of Default (both defined below) by the City under this Reimbursement Agreement.
- 6. Future Bonds may be issued to fundreimburse the cost of completed Public Improvement Projects as set forth in the SAP. If Assessments are levied concurrently with the issuance of Future Bonds, such Future Bond proceeds shall reimburse or pay directly the costs of the Public Improvement Projects, as set forth in an indenture. If Future Bonds are issued to fund all or a portion of the Reimbursement Obligation after the levy of the Assessments, the net proceeds of such Future Bonds shall be used to pay the outstanding Reimbursement Obligation, as reduced by payments made pursuant to Section 3 herein, due to the Developer under this Reimbursement Agreement for the costs of the Public Improvement Projects as set forth in the SAP. However, no Future Bonds shall be issued unless the funds necessary to complete theuntil all Public Improvement Projects are deposited with the net proceeds of the applicable series of Future Bonds on the closing date of such Future Bonds, or alternately, the Developer has expended funds (verified by the City) for construction of the Public Improvement Projects to be financed with the Future Bonds in an amount that is greater than the deposit that would have otherwise been required at the time such Future Bonds are issued assessed for pursuant to the SAP and all amenities approved by the City for the development within which the District is located, have been completed and ownership has transferred. This Reimbursement Agreement shall terminate on the earlier of (i) the issuance of Future Bonds in the aggregate to fund the entire Reimbursement Obligation as reduced by payments made pursuant to Section 3 herein, (ii) the reimbursement of Public Improvement Project costs as set forth in the SAP, (ii) the expiration of the Assessments as set forth in the SAP, or-(iiiiv) termination of this Agreement pursuant to an Event of Default or termination event herein or under the Developmentary prior agreement with the Developer relating to the

District or the land therein, or (v) the Public Improvements and any required amenities for the development within which the District is located, have not been constructed and ownership transferred within one year of the date of this Reimbursement Agreement. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the costs of the Public Improvement Projects in the amounts set forth in the SAP. The Developer represents and warrants that it will not request payment with respect to any portion of the Public Improvement Project that is not part of the Public Improvement Projects identified in the SAP and it will follow all procedures set forth in the Development Agreement with respect to certification for payments, including for payments of the Unpaid Balance from the Reimbursement Fund.

- 7. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer's written notice of the Transfer is received by the City, including for each Transferee the information required by Section 11 below. The Developer may not transfer its obligation to construct the Public Improvement under any prior agreement with the City regarding the District or its land without the City's consent. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two parties, nor shall it be required to execute any consent or make any representations or covenants relating to such assignment.
- 8. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Reimbursement Fund and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.

- 9. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Public Improvement Projects. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
- 10. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Harris County, Texas.
- Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows:
   (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City:	City Manager 121 S. Velasco Angleton, TX 77515
With a copy to:	Attn: Judith El Masri, City Attorney Randle Law Office Ltd, L.L.P 820 Gessner, Suite 1570 Memorial City Plaza II Houston, TX 77024
To the Developer:	Attn: Michael Foley Riverwood Ranch LLC 1027 Yale Street Houston, Texas 77008
With a copy to:	Attn: John G. Cannon Coats   Rose, P.C. 9 Greenway Plaza, Suite 1000

#### Houston, Texas 77046

- 12. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Assessments contrary to the provisions of the PID Act.
- 13. Remedies:
  - a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute an "Event of Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party cures such default within 90 days. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer.
  - b. Notwithstanding the foregoing, the following are Events of Default under this Agreement:
    - i. The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement.
    - ii. Either Party shall fail to comply in any material respect with any term, provision or covenant of this Reimbursement Agreement, and shall not cure such failure within ninety (90) days after written notice thereof is given by to the defaulting Party as provided in this Agreement;

- iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;
- iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
- v. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;
- vi. The failure by Developer or any affiliate to pay impositions, and Assessments on property owned by the Developer and/or any affiliates within the PID, if such failure is not cured within thirty (30) daysafter notice thereof is given by the City to the Developer as provided in this Reimbursement Agreement;
- vii. A Developer event of default under the any agreement with the City regarding the District or its land which continues beyond its cure period;
- viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder; or
  - ix. The City shall fail to pay any monetary sum due pursuant to this Agreement provided that Developer has adequately submitted documentation of the costs of the Public Improvement Projects to the City for reimbursement.
- c. If the City is in Default, the Developer's sole and exclusive remedies shall be to:
  (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement
- d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Agreement. The City shall not terminate this Reimbursement Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Reimbursement Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Reimbursement Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City

may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

- e. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.
- f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
- 14. The Developer shall assume the defense of, and indemnify and hold harmless the City's inspector, the City employees, officials, officers, representative and agents of the City and each of them (each an "Indemnified Party") from and against, all actions, damages, claims, loses or expense of every type and description to which they may be subject or put, by reason of, or resulting from the breach of any provisions of this Reimbursement Agreement by the Developer, the Developer's nonpayment under contracts between the Developer and its consultants, engineers, advisors, contractors, subcontractors and suppliers in the provision of the Public Improvement Projects constructed by Developer, or any claims by persons employed by the Developer relating to the construction of such projects. Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense directly attributable to the willful misconduct or gross negligence of any Indemnified Party. The City does not waive its defenses and immunities, whether governmental, sovereign, official or otherwise and nothing in this Reimbursement Agreement is intended to or shall confer any right or interest in any person not a party hereto.
- 15. To the extent there is a conflict between this Reimbursement Agreement and an indenture securing the Future Bonds issued to fund the Reimbursement Obligation or the SAP, the indenture securing such Future Bond sor the SAP shall control as the provisions relate to the Assessments.
- 16. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.

- 17. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
- 18. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
- 19. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
- 20. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
- 21. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- 22. The term of this Reimbursement Agreement is the earlier of (i) the expiration of the Assessments as set forth in the SAP, (ii) the date the Unpaid Balance is paid in full in accordance herewith, (iii) the issuance of one or more series of Future Bonds to fund, in the aggregate, all of the Reimbursement Obligation, as reduced by payments made pursuant to Section 3 herein, or (iv) termination pursuant to an Event of Default under this Agreement or under the Development Agreement, whichever occurs first. If a series

of Future Bonds does not fully fund the Reimbursement Obligation as set forth in the Service and Assessment Plan, the remaining amount of the Reimbursement Obligation remains outstanding and subject to annual payments and/or payment from an additional series of Future Bonds. If the Developer Defaults under this Reimbursement Agreement or the Development Agreement, the Development Agreement shall not terminate with respect to the costs of the Public Improvement Projects that have been previously been approved by the City pursuant to a Certification for Payment (as defined in the Development Agreement) prior to the date of Default.

23. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Reimbursement Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time. For purposes of this Reimbursement Agreement, "Force Majeure" means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Reimbursement Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics that result in a governmental action that stops or delays construction or halts, impedes or delays the operations of the City; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not caused by, voluntarily induced or promoted by the affected Party (including the submission of incomplete or erroneous information to the City), or brought about by the breach of its obligations under this Reimbursement Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) changes in market condition; (v) any strike or labor dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or nationwide strikes or labor disputes; or (w) the occurrence of any manpower, material or equipment shortages.

- 24. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
- 25. Statutory Verifications. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israeland, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business <del>purposes. The Developer understands</del> "makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Indenture. As used in such verifications, "affiliate" to mean" means an entity that controls, is controlled by, or is under common control with the **Developer**Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Indenture shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this Indenture to the contrary.
  - (a) 26. Iran, Sudan and Foreign Terrorist OrganizationsNot a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas-Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purcasing/docs/iran-list.pdf, https://comptroller.texas.gov/purchasing/docs/flo-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas-Government Code, and to the extent such Section does not contravene applicable Federallaw and excludes the Developer<u>Trustee</u> and each of its parent company<sub>2</sub> wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity than controls, is controlled by, or is under common control with the Developer and exists to make a profit.

(b) 27. <u>PetroleumNo Boycott of Israel</u>. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott <u>energy companiesIsrael</u> and will not boycott <u>energy companiesIsrael</u> during the term of this <u>Agreement</u>. The foregoing verification is made solely to enable the Issuer

to comply with such SectionIndenture. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to dealwith, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a companybecause the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common controlwith the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 27 shall survive termination of the Agreement until the statute of limitations has run.Israel" has the meaning provided in Section 2271.001, Government Code.

(c)28. FirearmsNo Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section during the term of this Indenture. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association: (a) means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing anexisting business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate anexisting business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (b) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional businessreason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used inthe foregoing verification, (a) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachablefirearm magazines), ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, orbusiness organization that: (i) is not organized or operated for profit (and none of the netearnings of which inures to the benefit of any private shareholder or individual); (ii) hastwo or more firearm entities as members; and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by-Section 501(c) of that code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16.27 shall survive termination of the Agreement until the statute of limitations has run." has the meaning provided in Section 2274.001(3), Government <u>Code.</u>

(d)29. <u>Anti-Boycott</u>No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israelenergy companies and, will not boycott Israelenergy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government CodeIndenture. As used in the foregoing verification, "boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 29shall survive termination of the Agreement until the statute of limitations has run.energy companies" has the meaning provided in Section 2276.001(1), Government Code.

26. 30. Form 1295. The Developer will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of the Developer's Form 1295, the City agrees to acknowledge the Developer's Form 1295 through its electronic filing application. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, the City is not responsible for the information contained in the Developer's Form 1295 and the City has not verified such information.

#### 27. 31. Make-Whole Provision.

a. If in any calendar year the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance or proposed issuance of PID Bonds, the Developer shall pay to the City a fee (the "<u>PID Bond Fee</u>") to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. Prior to issuance of any PID

Bonds, the City's financial advisor shall calculate the PID Bond Fee based on the issued and planned debt issuances for the City and shall notify the Developer of the total amount of the PID Bond Fee prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. If the City has not forgone the ability to issue a series of obligations as qualified tax exempt obligations, the PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer. The City shall not be required to sell any series of PID Bonds until the Developer has paid the estimated PID Bond Fee.

b. If the City is planning to issue debt obligations as qualified tax exempt obligations prior to the issuance of PID Bonds in any calendar year, the City may (but is not obligated to) notify the Developer that it is planning to issue qualified tax-exempt obligations that may limit the amount of debt that the City can issue in a calendar year. In connection with the delivery of such notice, the City's financial advisor shall provide a calculation of the interest savings that the City would achieve by issuing the obligations the City plans to issue in the year as qualified tax-exempt obligations as opposed to non-qualified tax exempt obligations. If following the receipt of such notice the Developer asks the City to forego designating the obligations as qualified tax exempt obligations in order to preserve capacity for PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. Upon receipt of the PID Bond Fee, the City agrees not to designate the obligations planned for issuance as qualified tax exempt obligations. Such payment is compensation to the City for choosing to forego the designation of obligations as qualified tax exempt obligations, and the PID Bond Fee may be used for any lawful purpose of the City.

#### [SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

## RIVERWOOD RANCH, LLC a Texas limited liability company By: RPDC, Inc. a Texas

It's manager

By: \_\_\_\_\_

John Santasiero, President

corporation,

ATTEST:

#### **CITY OF ANGLETON**

City Secretary

Mayor

#### [DEVELOPER SIGNATURE BLOCK]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

Summary report: Litera Compare for Word 11.6.0.100 Document comparison done on 3/19/2024 12:00:35 PM			
Style name: Default Style			
Intelligent Table Comparison: Active			
Original DMS: iw://bracewell.cloudimanage.com/IM/1025	9118/4		
Modified DMS: iw://bracewell.cloudimanage.com/IM/102:	59118/6		
Changes:			
Add	44		
<del>Delete</del>	46		
Move From	0		
Move To	0		
Table Insert	0		
Table Delete	0		
Table moves to	0		
Table moves from	0		
Embedded Graphics (Visio, ChemDraw, Images etc.)	0		
Embedded Excel	0		
Format changes	0		
Total Changes:	90		

#### RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT

This Riverwood Ranch North Public Improvement District Reimbursement Agreement (this "<u>Reimbursement Agreement</u>") is executed by and between the City of Angleton, Texas (the "City") and Riverwood Ranch, LLC a Texas limited liability company, (the "Developer") (individually referred to as a "<u>Party</u>" and collectively as the "Parties") to be effective as of \_\_\_\_\_\_, 2024 (the "Effective Date").

#### **RECITALS**

**WHEREAS**, on October 24, 2023, the City Council passed and approved a resolution creating the Riverwood Ranch North Public Improvement District (the "District") covering approximately 35.608 acres of land described by metes and bounds in said Resolution (the "District Property"); and

**WHEREAS**, the purpose of the District is to finance public improvements (the "Public Improvements") as provided by Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act") that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

**WHEREAS**, the District Property is currently being developed and the City intends to levy special assessments against property in the District (the "Assessed Property") to pay the costs of certain public improvements (the "Public Improvements") that confer a special benefit on the Assessed Property within the District; and

**WHEREAS**, the Developer has begun construction certain the Public Improvements within the District (the "Public Improvement Projects") within the District and the City intends to approve an ordinance (the "Assessment Ordinance") levying assessments on the Assessed Property (the "Assessments") and to approve a service and assessment plan for the District which sets forth the Assessments against all property within the District (the "Service and Assessment Plan" or "SAP"); and

**WHEREAS**, the City and the Developer desire to enter into this Reimbursement Agreement (the "Reimbursement Agreement") to reflect the reimbursement due to the Developer for the costs of the Public Improvement Projects pursuant to the approved SAP and to express the City's intent to reimburse the Developer for certain costs of the Public Improvement Projects; and

**WHEREAS,** all revenue received and collected by the City from the collection of the Assessments and Annual Installments (excluding Delinquent Collection Costs and Annual Collection Costs) (the "Assessment Revenue") shall be deposited first for the payment of debt service on Bonds to be issued by the City (the "Future Bonds") and second, into an assessment fund, that is segregated from all other funds of the City (the "Reimbursement Fund"); and

WHEREAS, the Assessment Revenue deposited into the Reimbursement Fund shall be used to reimburse Developer and its assigns for the cost of the Public Improvement Projects advanced in a principal amount to be set forth in the SAP, plus interest as set forth herein; and

**WHEREAS**, the obligations of the City to use the Assessments hereunder is authorized by the PID Act; and

**WHEREAS**, terms not otherwise defined in this Reimbursement Agreement shall have the meanings assigned in the Service and Assessment Plan;

#### NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

- 1. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
- 2. The City intends to levy Assessments to finance the cost of the Public Improvement Projects and to reimburse the Developer for the costs of such Public Improvement Projects incurred by Developer prior to the levy and/or to pay directly the costs of the Public Improvement Projects.
- 3. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the SAP, the City agrees to pay the Developer and the Developer shall be entitled to receive from the City, the amount equal to the actual costs of the Public Improvement Projects paid by the Developer as set forth in the SAP, in accordance with the terms of this Reimbursement Agreement, in a principal amount not to exceed the amount hereafter set forth in the SAP (the "Reimbursement Obligation"), plus interest accrued, as provided in Section 2(a) below. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the "Reimbursement Fund". The Reimbursement Obligation is payable from Assessment Revenue to be deposited in the Reimbursement Fund as described below and in accordance with the Development Agreement and the SAP:
  - a. The Reimbursement Obligation is payable solely from: (i) Assessment Revenue received and collected by the City from Assessments deposited an account within the Reimbursement Fund after the payment of debt service on Future Bonds(ii) the net proceeds (after funding reserve funds, payment of costs of issuance, including the costs paid or incurred by the City and City Administrative Expenses) of one or more series of Future Bonds issued by the City to fund all or a portion of the Reimbursement Obligation in accordance with the terms of the Development

Agreement and the SAP and secured by the Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Assessment Revenue shall be received, collected and deposited into the applicable account of the Reimbursement Fund subject to the following limitations:

- i. Calculation of the Assessments in the District and the first Annual Installment due, shall begin as shall be provided in the SAP.
- ii. Assessments collected for the Reimbursement Obligation listed above shall accrue simple interest annually at the rate set forth in the SAP, such rate to be in compliance with Subsections 372.023(e)(1) and (e)(2) of the PID Act. Such interest shall accrue upon levy of the Assessments only for the portion of the Assessment that is not allocated to outstanding Future Bonds. If accrued, interest shall begin and continue on the unpaid principal amount of the Assessments as set forth in the SAP until the earlier of (i) the expiration of the term set forth in the SAP, or (ii) the issuance of Future Bonds to fund a portion of the Reimbursement Obligation, as reduced by annual payments made pursuant to (iv) below.
- iii. Assessment Revenue dedicated to the payment of all or a portion of the Reimbursement Obligation and interest thereon, shall be deposited into the Reimbursement Fund after the payment of debt service on the outstanding Future Bonds.
- iv. The Developer shall receive the Unpaid Balance in annual installments as set forth in the SAP and herein from the applicable account of the Reimbursement Fund, for the time period set forth in the SAP or until Future Bonds are issued to fund such Reimbursement Obligation, and as allowed under Section 2(a) above.
- 4. The Reimbursement Obligation, as set forth in the SAP, plus the interest as described above, if accruing, are collectively, the "Unpaid Balance." The Unpaid Balance is secured by and payable solely from Assessment Revenue received and collected for such purpose and deposited into the Reimbursement Fund subject to Section 3(a)(iv), and Section 5 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the term of this Agreement, as set forth herein. Payment of Assessment Revenue from the applicable account of the Reimbursement Fund after the payment of debt service on outstanding Future Bonds, shall be made annually to the Developer subject to the term of this Reimbursement Agreement as set forth in Section 22. The outstanding Unpaid Balance and the Reimbursement Obligation shall be reduced by the amount of each annual payment to the Developer from the applicable account of the Reimbursement Fund after the Reimbursement Fund or Future Bond proceeds paid to Developer.

- 5. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Assessment Revenue received, collected and deposited into the Reimbursement Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenue or does not receive an amount in excess of the annual debt service due on the outstanding Future Bonds, and, as a result, is unable to make transfers from the Reimbursement Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Event of Default (both defined below) by the City under this Reimbursement Agreement.
- 6. Future Bonds may be issued to reimburse the cost of completed Public Improvement Projects as set forth in the SAP. If Future Bonds are issued to fund all or a portion of the Reimbursement Obligation after the levy of the Assessments, the net proceeds of such Future Bonds shall be used to pay the outstanding Reimbursement Obligation, as reduced by payments made pursuant to Section 3 herein, due to the Developer under this Reimbursement Agreement for the costs of the Public Improvement Projects as set forth in the SAP. However, no Future Bonds shall be issued until all Public Improvement Projects assessed for pursuant to the SAP and all amenities approved by the City for the development within which the District is located, have been completed and ownership has transferred. This Reimbursement Agreement shall terminate on the earlier of (i) the issuance of Future Bonds in the aggregate to fund the entire Reimbursement Obligation as reduced by payments made pursuant to Section 3 herein, (ii) the reimbursement of Public Improvement Project costs as set forth in the SAP, (ii) the expiration of the Assessments as set forth in the SAP, (iv) termination of this Agreement pursuant to an Event of Default or termination event herein or under any prior agreement with the Developer relating to the District or the land therein, or (v) the Public Improvements and any required amenities for the development within which the District is located, have not been constructed and ownership transferred within one year of the date of this Reimbursement Agreement. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the costs of the Public Improvement Projects in the amounts set forth in the SAP. The Developer represents and warrants that it will not request payment with respect to any portion of the Public Improvement Project that is not part of the Public Improvement Projects identified in the SAP and it will follow all procedures set forth in the Development Agreement with respect to certification for payments, including for payments of the Unpaid Balance from the Reimbursement Fund.

Page 4

- 7. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer's written notice of the Transfer is received by the City, including for each Transferee the information required by Section 11 below. The Developer may not transfer its obligation to construct the Public Improvement under any prior agreement with the City regarding the District or its land without the City's consent. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two parties, nor shall it be required to execute any consent or make any representations or covenants relating to such assignment.
- 8. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Reimbursement Fund and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
- 9. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Public Improvement Projects. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
- 10. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the

validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Harris County, Texas.

11. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City:	City Manager 121 S. Velasco Angleton, TX 77515
With a copy to:	Attn: Judith El Masri, City Attorney Randle Law Office Ltd, L.L.P 820 Gessner, Suite 1570 Memorial City Plaza II Houston, TX 77024
To the Developer:	Attn: Michael Foley Riverwood Ranch LLC 1027 Yale Street Houston, Texas 77008
With a copy to:	Attn: John G. Cannon Coats   Rose, P.C. 9 Greenway Plaza, Suite 1000 Houston, Texas 77046

- 12. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Assessments contrary to the provisions of the PID Act.
- 13. Remedies:
  - a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute an "Event of Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable

detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party cures such default within 90 days. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer.

- b. Notwithstanding the foregoing, the following are Events of Default under this Agreement:
  - i. The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement.
  - Either Party shall fail to comply in any material respect with any term, provision or covenant of this Reimbursement Agreement, and shall not cure such failure within ninety (90) days after written notice thereof is given by to the defaulting Party as provided in this Agreement;
  - iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;
  - iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
  - v. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;
  - vi. The failure by Developer or any affiliate to pay impositions, and Assessments on property owned by the Developer and/or any affiliates within the PID, if such failure is not cured within thirty (30) daysafter notice thereof is given by the City to the Developer as provided in this Reimbursement Agreement;

- vii. A Developer event of default under the any agreement with the City regarding the District or its land which continues beyond its cure period;
- viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder; or
- ix. The City shall fail to pay any monetary sum due pursuant to this Agreement provided that Developer has adequately submitted documentation of the costs of the Public Improvement Projects to the City for reimbursement.
- c. If the City is in Default, the Developer's sole and exclusive remedies shall be to:
   (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement
- d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Agreement. The City shall not terminate this Reimbursement Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Reimbursement Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Reimbursement Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.
- e. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.
- f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
- 14. The Developer shall assume the defense of, and indemnify and hold harmless the City's inspector, the City employees, officials, officers, representative and agents of the City and each of them (each an "Indemnified Party") from and against, all actions, damages, claims, loses or expense of every type and description to which they may be subject or put, by reason of, or resulting from the breach of any provisions of this Reimbursement Agreement

by the Developer, the Developer's nonpayment under contracts between the Developer and its consultants, engineers, advisors, contractors, subcontractors and suppliers in the provision of the Public Improvement Projects constructed by Developer, or any claims by persons employed by the Developer relating to the construction of such projects. Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense directly attributable to the willful misconduct or gross negligence of any Indemnified Party. The City does not waive its defenses and immunities, whether governmental, sovereign, official or otherwise and nothing in this Reimbursement Agreement is intended to or shall confer any right or interest in any person not a party hereto.

- 15. To the extent there is a conflict between this Reimbursement Agreement and an indenture securing the Future Bonds issued to fund the Reimbursement Obligation or the SAP, the indenture securing such Future Bond sor the SAP shall control as the provisions relate to the Assessments.
- 16. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
- 17. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
- 18. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
- 19. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and

agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

- 20. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
- 21. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- 22. The term of this Reimbursement Agreement is the earlier of (i) the expiration of the Assessments as set forth in the SAP, (ii) the date the Unpaid Balance is paid in full in accordance herewith, (iii) the issuance of one or more series of Future Bonds to fund, in the aggregate, all of the Reimbursement Obligation, as reduced by payments made pursuant to Section 3 herein, or (iv) termination pursuant to an Event of Default under this Agreement or under the Development Agreement, whichever occurs first. If a series of Future Bonds does not fully fund the Reimbursement Obligation as set forth in the Service and Assessment Plan, the remaining amount of the Reimbursement Obligation remains outstanding and subject to annual payments and/or payment from an additional series of Future Bonds. If the Developer Defaults under this Reimbursement Agreement or the Development Agreement shall not terminate with respect to the costs of the Public Improvement Projects that have been previously been approved by the City pursuant to a Certification for Payment (as defined in the Development Agreement) prior to the date of Default.
- 23. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Reimbursement Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time. For

purposes of this Reimbursement Agreement, "Force Majeure" means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Reimbursement Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics that result in a governmental action that stops or delays construction or halts, impedes or delays the operations of the City; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not caused by, voluntarily induced or promoted by the affected Party (including the submission of incomplete or erroneous information to the City), or brought about by the breach of its obligations under this Reimbursement Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) changes in market condition; (v) any strike or labor dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or nationwide strikes or labor disputes; or (w) the occurrence of any manpower, material or equipment shortages.

- 24. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
- 25. <u>Statutory Verifications</u>. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Indenture. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Indenture shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this Indenture to the contrary.

(a) <u>Not a Sanctioned Company</u>. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) <u>No Boycott of Israel</u>. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) <u>No Discrimination Against Firearm Entities</u>. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Indenture. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) <u>No Boycott of Energy Companies</u>. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Indenture. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

- 26. Form 1295. The Developer will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of the Developer's Form 1295, the City agrees to acknowledge the Developer's Form 1295 through its electronic filing application. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, the City is not responsible for the information contained in the Developer's Form 1295 and the City has not verified such information.
- 27. Make-Whole Provision.
  - a. If in any calendar year the City issues debt obligations that would be qualified taxexempt obligations but for the issuance or proposed issuance of PID Bonds, the Developer shall pay to the City a fee (the "<u>PID Bond Fee</u>") to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. Prior to issuance of any PID Bonds, the City's financial advisor shall calculate the PID Bond Fee based on the issued and planned debt issuances for the City and shall notify the Developer of the total amount of the PID Bond Fee prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. If the City has not forgone the ability to issue a series of obligations as qualified tax exempt obligations, the PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond

Fee shall be returned to the Developer. The City shall not be required to sell any series of PID Bonds until the Developer has paid the estimated PID Bond Fee.

b. If the City is planning to issue debt obligations as qualified tax exempt obligations prior to the issuance of PID Bonds in any calendar year, the City may (but is not obligated to) notify the Developer that it is planning to issue qualified tax-exempt obligations that may limit the amount of debt that the City can issue in a calendar year. In connection with the delivery of such notice, the City's financial advisor shall provide a calculation of the interest savings that the City would achieve by issuing the obligations the City plans to issue in the year as qualified tax-exempt obligations as opposed to non-qualified tax exempt obligations. If following the receipt of such notice the Developer asks the City to forego designating the obligations as qualified tax exempt obligations in order to preserve capacity for PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. Upon receipt of the PID Bond Fee, the City agrees not to designate the obligations planned for issuance as qualified tax exempt obligations. Such payment is compensation to the City for choosing to forego the designation of obligations as qualified tax exempt obligations, and the PID Bond Fee may be used for any lawful purpose of the City.

#### [SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

#### RIVERWOOD RANCH, LLC a Texas limited liability company

By: RPDC, Inc. a Texas corporation, It's manager

By: \_\_\_\_\_\_ John Santasiero, President

ATTEST:

#### **CITY OF ANGLETON**

City Secretary

Mayor

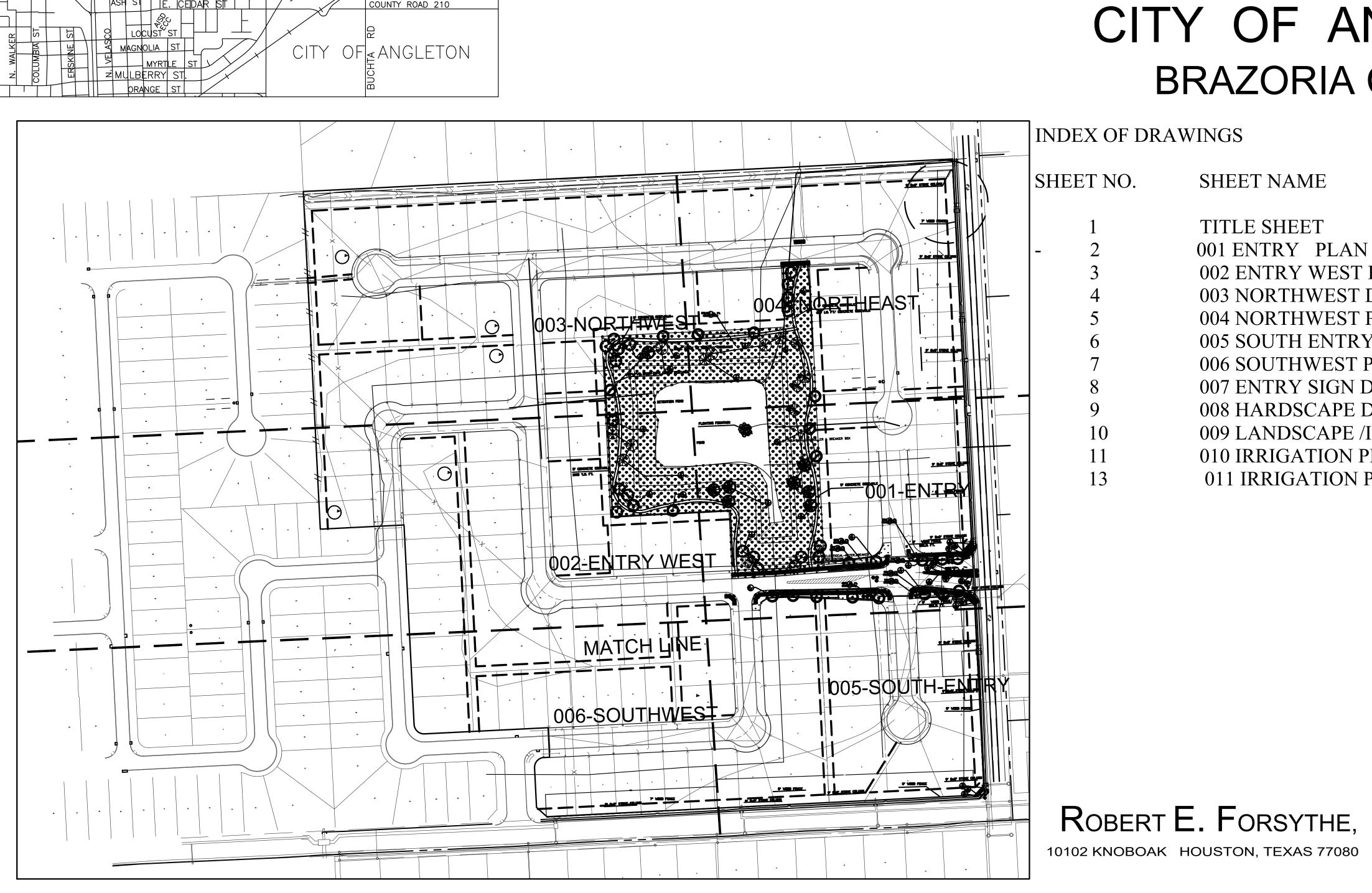
#### [DEVELOPER SIGNATURE BLOCK]

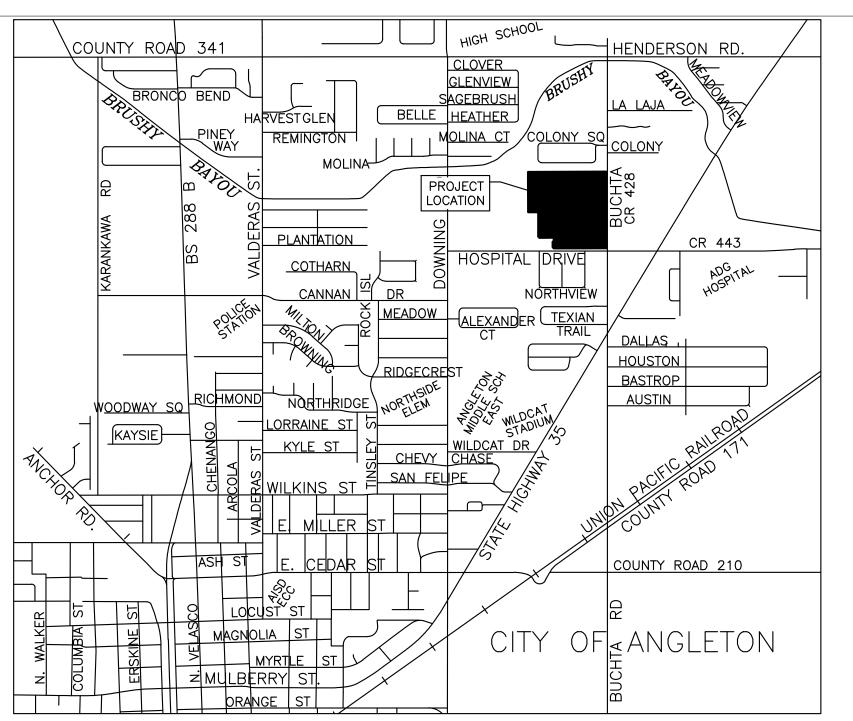
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:







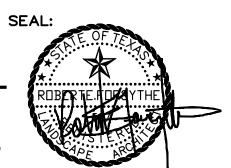
# CONSTRUCTION OF LANDSCAPE DEVELOPMENT PLANS ON **RIVERWOOD RANCH SUBDIVISION** SECTIONS 3 & 4 8 BLOCKS, 145 LOTS IN THE CITY OF ANGLETON **BRAZORIA COUNTY**

LANDSCAPE DEVELOPMENT PLANS FOR IRIGATION & LANDSCAPE PLAN O RIVERWOOD RANCH - SECTION 3-4 O ANGLETON, TEXAS O RIVERWAY PROPERTIES BRAZORIA, COUNTY, TX.

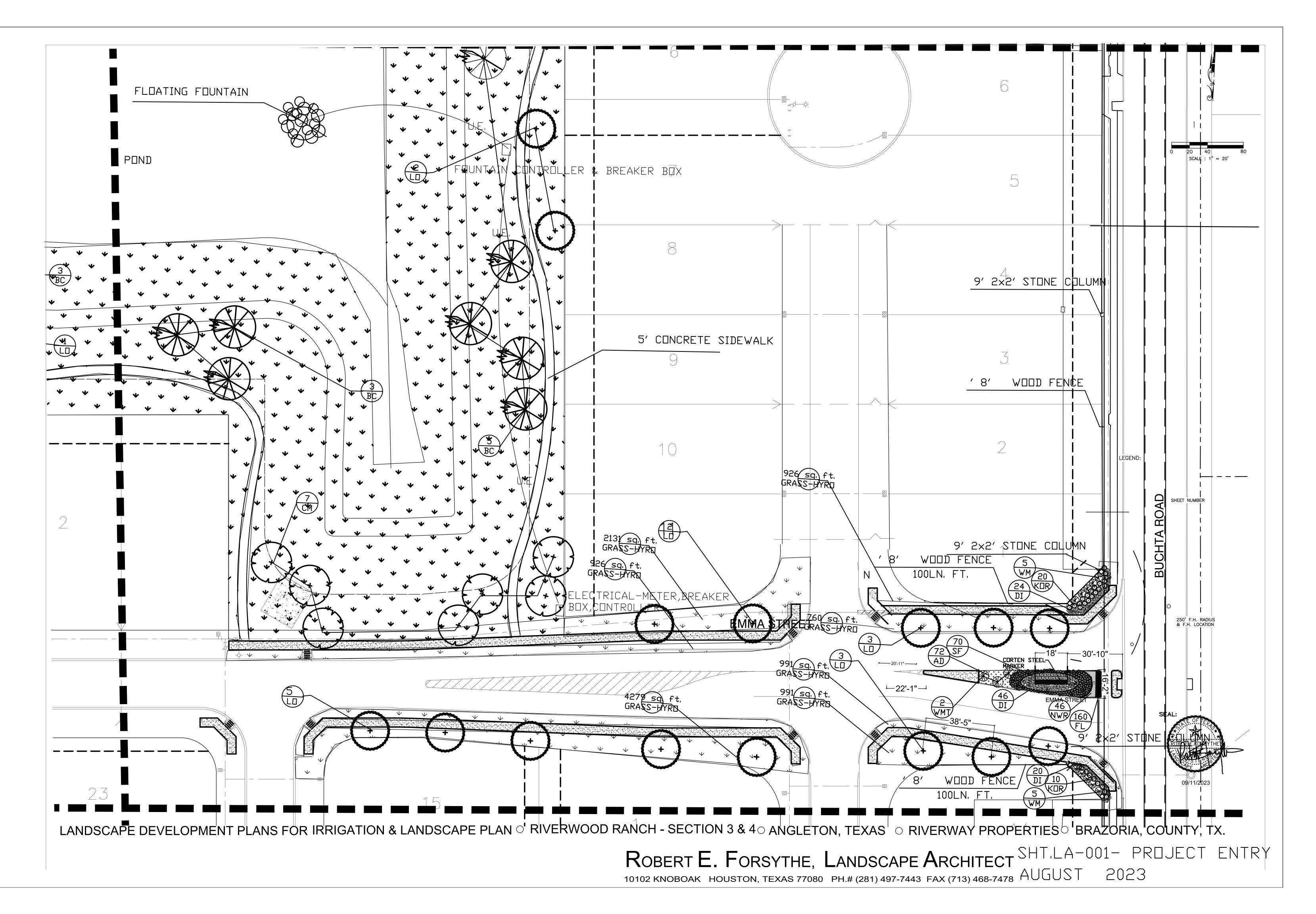
002 ENTRY WEST PLAN **003 NORTHWEST DETENTION POND** 004 NORTHWEST PLAN 005 SOUTH ENTRY PLAN 006 SOUTHWEST PLAN 007 ENTRY SIGN DETAILS 008 HARDSCAPE DETAIL PLAN 009 LANDSCAPE / IRRIGATION SPECIFICATION & PLANT SCH. 010 IRRIGATION PLANS ENTRY 011 IRRIGATION PLANS POND GREEN SPACE

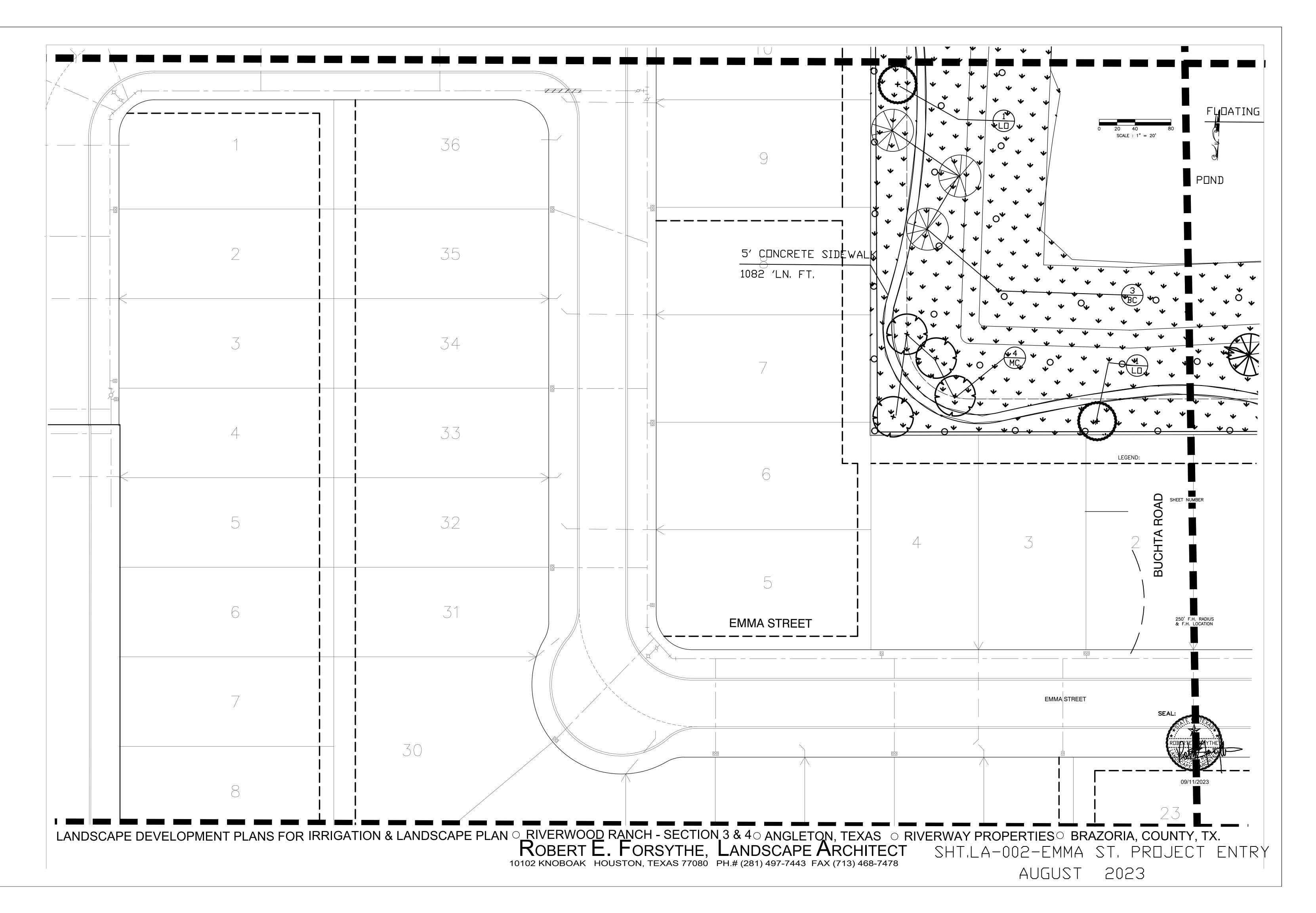
> SHT-000-TITLE ,LA-0 PROJECT SECTION 3&4 2023 DCT. 2023

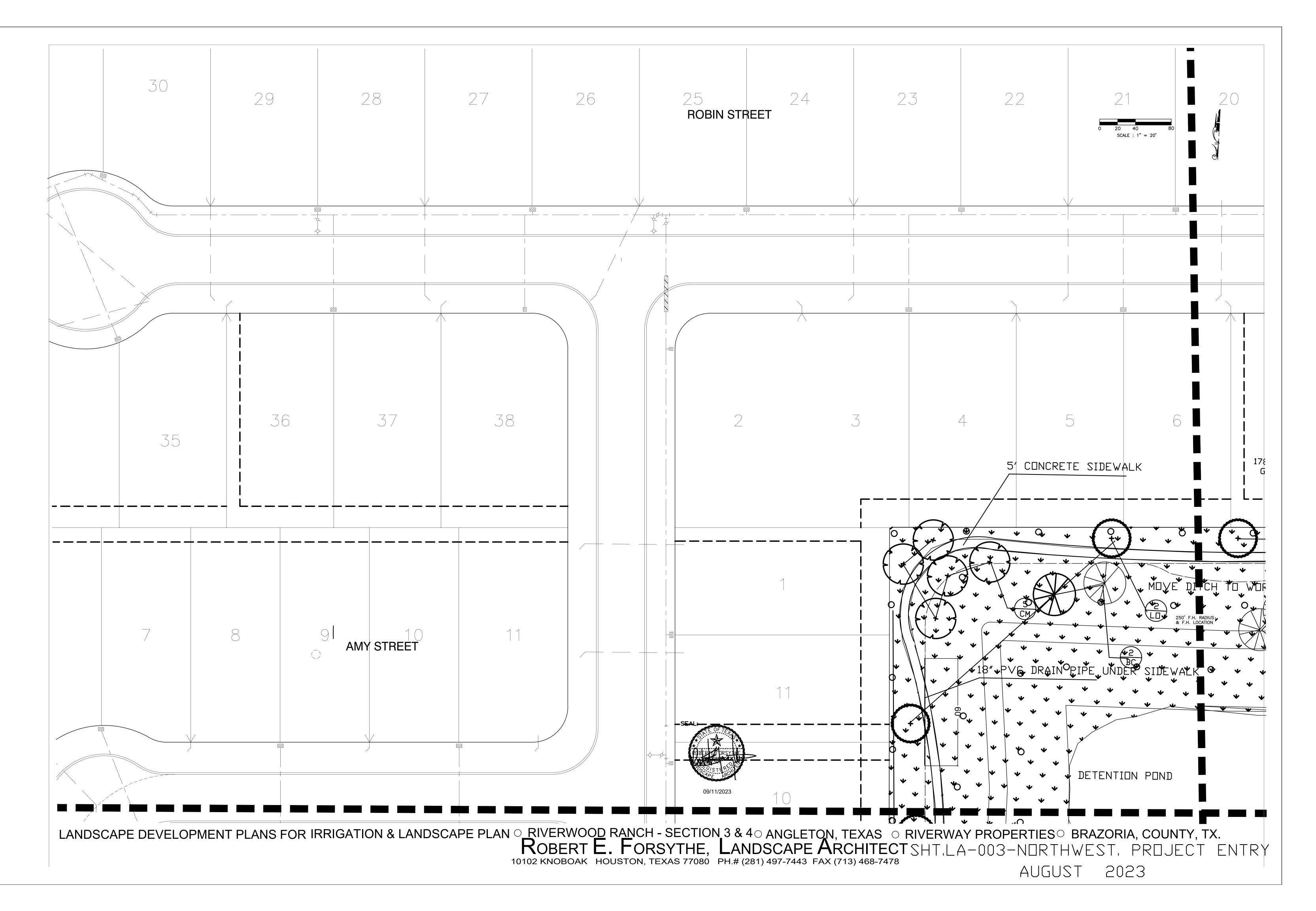
ROBERT E. FORSYTHE, LANDSCAPE ARCHITECT 10102 KNOBOAK HOUSTON, TEXAS 77080 PH.# (281) 497-7443 CELL (713) 542-2688

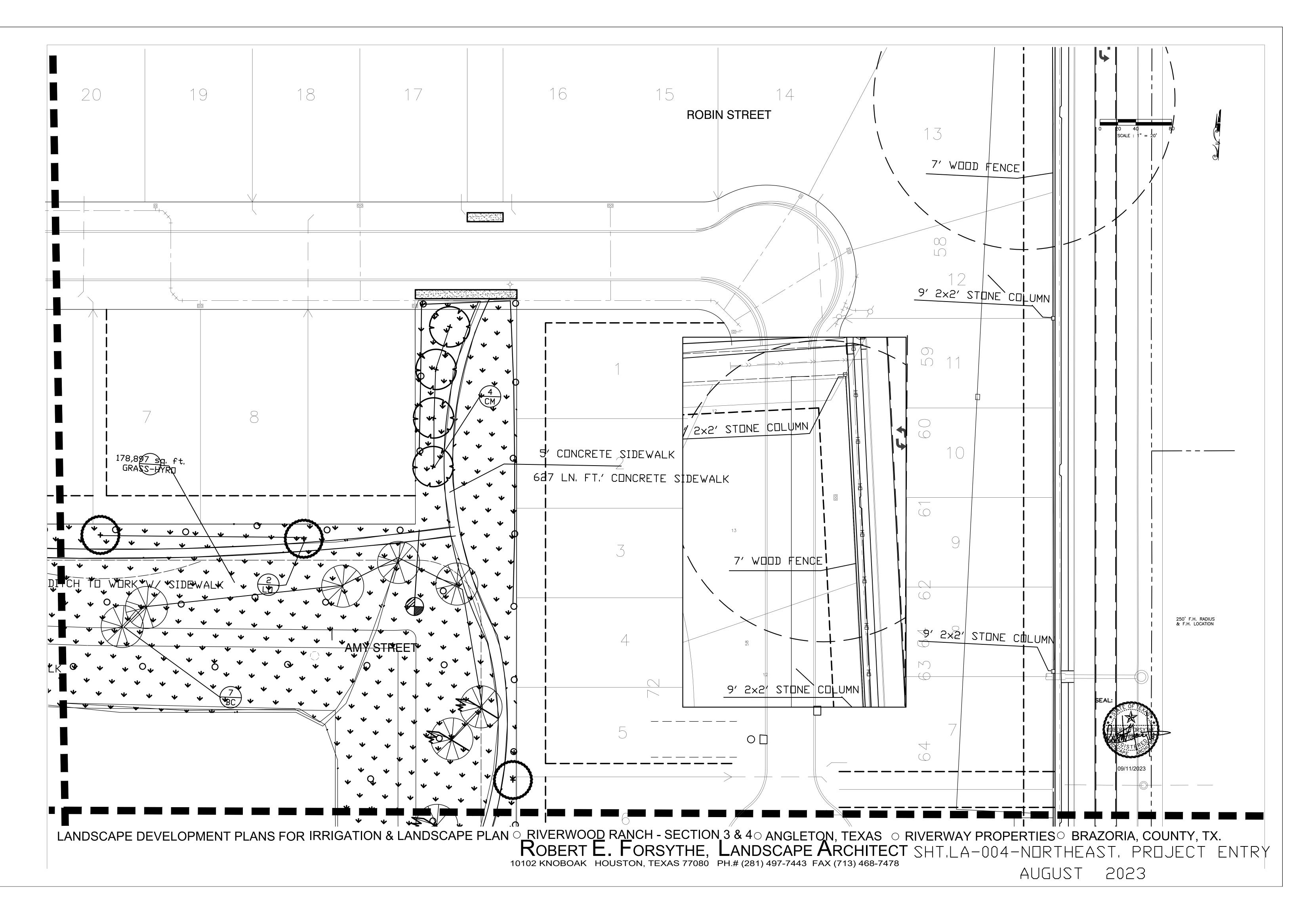


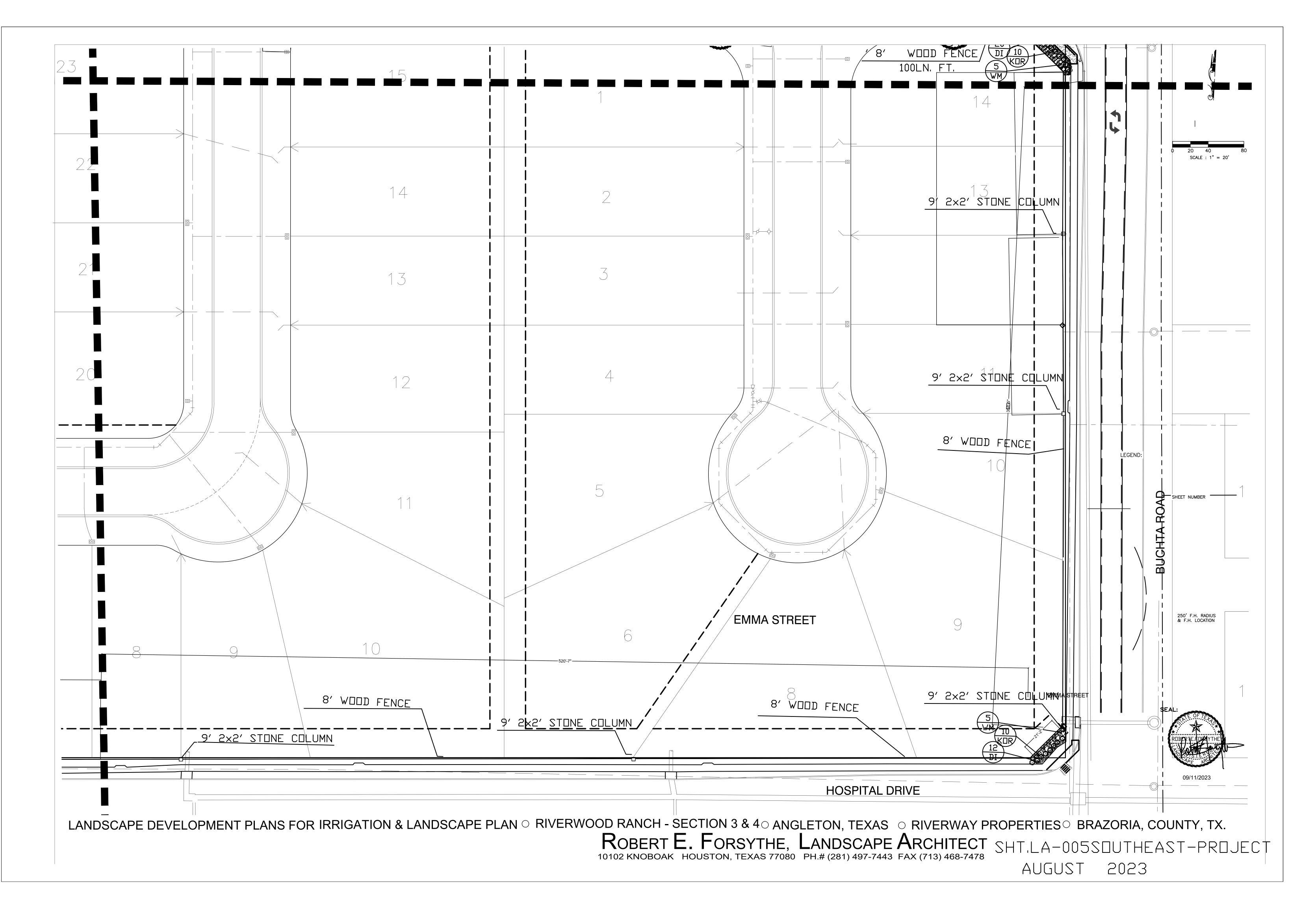
09/11/2023

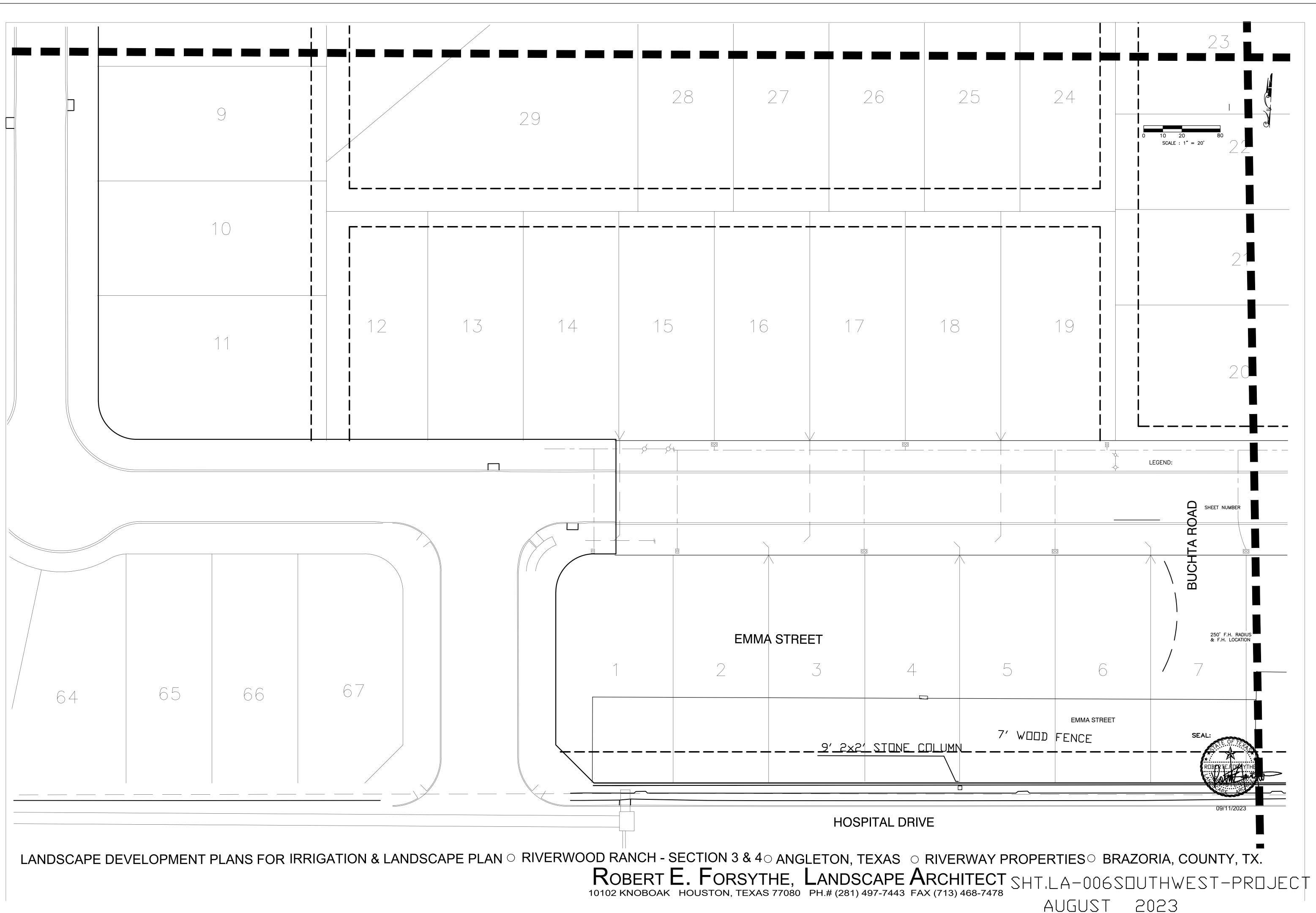




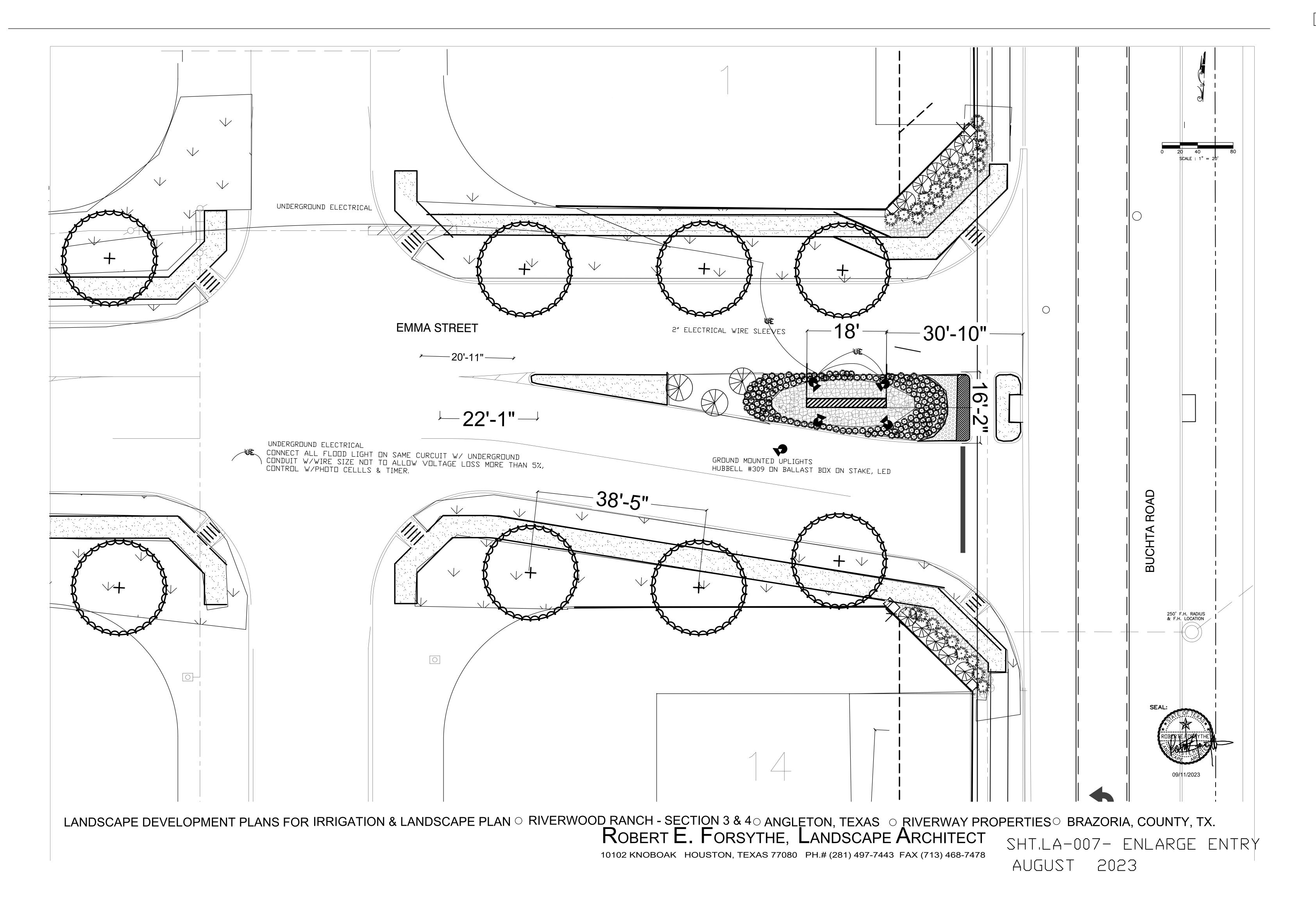


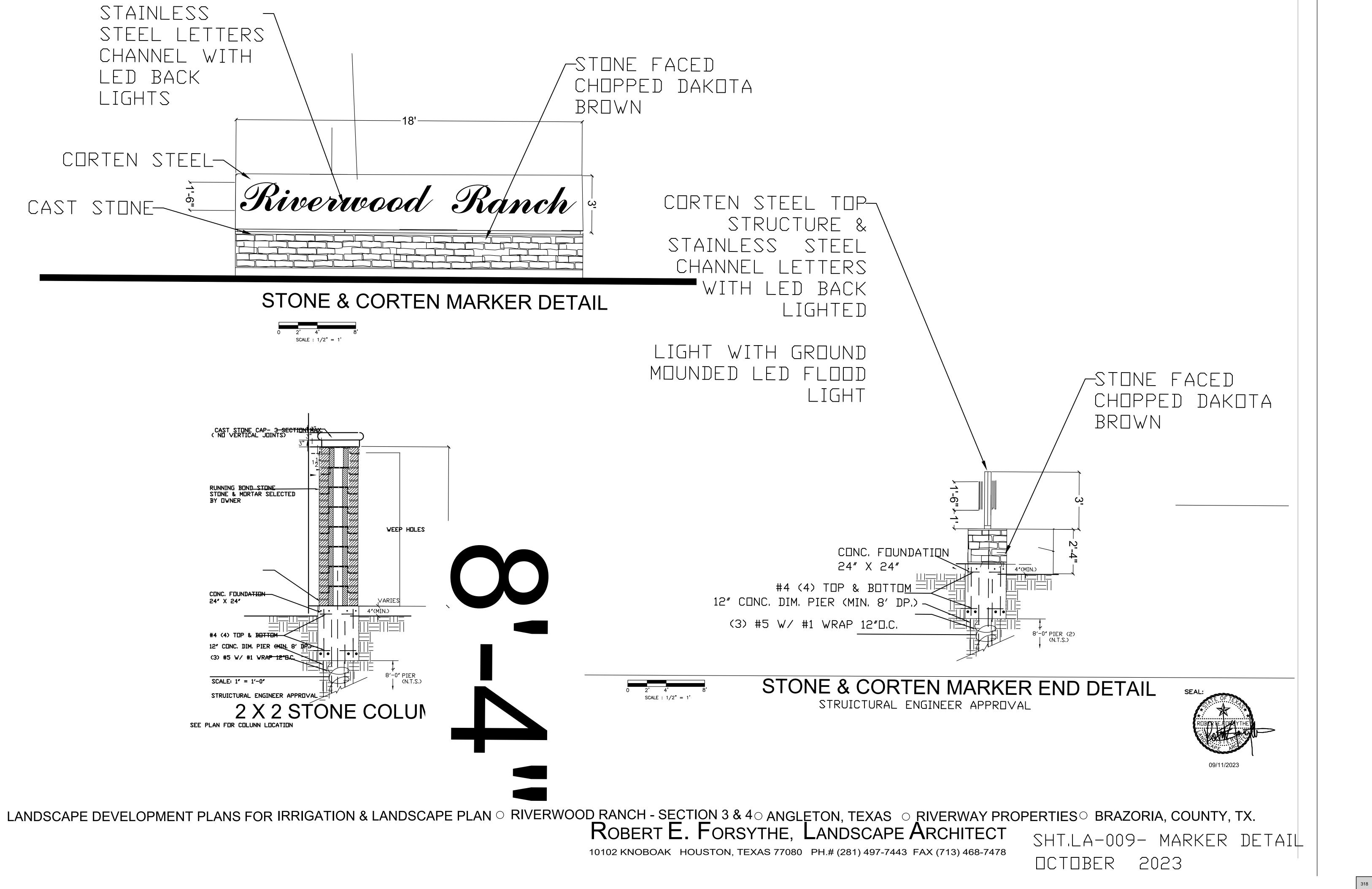




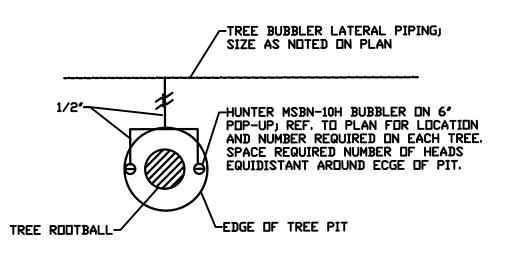


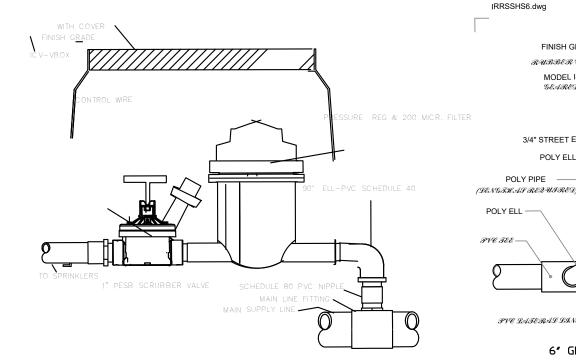
# AUGUST 2023





ltem 16.





TREE BUBBLER DETAIL NOT TO SCALE

> RAINBIRD XCZ-100-PRB -COM DRIP VALVE INSTALLATION DETAIL

# IRRIGATION SPECIFICATION

THE IRRIGATION CONTRACTOR SHALL PROVIDE A COMPLETE LAWN SPRINKLER SYSTEM WHICH INCLUDES ALL PARTS, MATERIALS, LABOR, TAXES AND PERMITS FOR THE AMOUNT OF THE BID IN ACCORDANCE WITH PLANS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN A WORKMAN LIKE MANNER BY A LICENSED IRRIGATOR. THE PLANS ARE DIAGRAMMATIC AND MAJOR VARIATIONS DUE TO FIELD CONDITION SHOULD BE APPROVED BY THE OWNER'S REPRESENTATIVE TO INSURE FULL COVERAGE AT NO EXTRA COST.

BACK-FILL ALL DITCHES WITHIN 48 HOURS BY TAMPING DR WATER TAMPING TO PREVENT SETTLING, ALL JOINTS SHALL BE PREPARED AND GLUED AS PER MANUFACTURER RECOMMENDATION TO WITHSTAND ALL PRESSURE TESTS (75 PSI FOR 10 HOURS).

PROVIDE CONCRETE VALVE BOXES. ALL PRESSURE PIPE TO BE BELOW GRADE BY A MINIMUM DEPTH OF 18" AND LATERALS ARE 12" MIN. (TO TOP OF PIPE). ALL CONTROL WIRE SHALL BE CONTINUOUS AND WRAP EVERY FIVE (5') FEET MINIMUM SPLICING. ALL SPLICES SHALL BE IN VALVE BOXES WITH APPROVED WATERPROOF CONNECTORS. TIE ALL WIRES AT AUTOMATIC VALVES. ALL LAWN SPRINKLER HEADS SHALL BE FLUSH WITH THE GROUND, LEVEL, TOTALLY BACKFILLED AND STABLE, FLEXIBLE CUTOFF RISERS ARE NOT ALLOWED, OFFSET HEADS FROM LATERAL PIPES.

HIDE ALL VACUUM BREAKERS AND PIPING AND PAINT BLACK. AUTOMATIC VALVES SHALL BE LOCATED IN GROUND COVER AREAS WHENEVER POSSIBLE. THE VALVES SHALL BE COMPLETELY FREE OF DIRT; USE GRAVEL AROUND BASE. ALL VALVE BOXES SHALL BE MARKED WITH STATION NUMBERS AND WIRING CONNECTION SHALL BE IN THE BOX. THE IRRIGATION CONTRACTOR SHALL MAKE AS MANY AS NEEDED ADJUSTMENT TO THE IRRIGATION HEADS TO INSURE THE HEADS ARE AS PER THE DWNER REPRESENTATIVE REQUESTS.

THE IRRIGATION CONTRACTOR SHALL FULLY DEMONSTRATE THE SYSTEM TO THE OWNER REPRESENTATIVE, MAINTENANCE CONTRACTOR AND ALL REPRESENTATIVES. THE IRRIGATION CONTRACTOR WILL FURNISH A REDUCED LAMINATED "AS BUILT" DRAWING TO FIT IN THE CONTROLLER. ON THE CONTROLLER LABEL STATIONS IN LOGICAL SEQUENCE. ALL LABOR AND MATERIAL WILL BE WARRANTIED AND GUARANTEED FOR ONE YEAR AFTER FINAL ACCEPTANCE. THE IRRIGATION CONTRACTOR WILL FURNISH PROOF OF WORKER'S COMPENSATION AND LIABILITY TO THE AMOUNT APPROVED BY OWNER. THE IRRIGATION CONTRACTOR WILL FURNISH THE OWNER REPRESENTATIVE ALL LITERATURE AND WARRANTIES ON THE PRODUCTS.

LANDSCAPE DEVELOPMENT PLANS FOR IRRIGATION & LANDSCAPE PLAN O RIVERWOOD RANCH - SECTION 3 & 40 ANGLETON, TEXAS O RIVERWAY PROPERTIES O BRAZORIA, COUNTY, TX. ROBERT E. FORSYTHE, LANDSCAPE ARCHITECT SHT, LA-009- SPECIFICATION 10102 KNOBOAK HOUSTON, TEXAS 77080 PH.# (281) 497-7443 FAX (713) 468-7478 OCTOBER 2023

#### PLANT MATERIALS WHICH ARE COVERED BY HIS GUARANTEE AND SO ON AS CONDITIONS PERMIT. INSTALL AND MAINTAIN AS OUTLINED IN THESE SPECIFICATIONS AS SOON AS CONDITIONS PERMIT REPLACEMENT OF PLANT MATERIAL - THE CONTRACTOR SHALL REPLACE AT HIS OWN EXPENCE ALL ACCEPTANCE UPON COMPLETION OF ALL WORK (REPLACEMENT, PUNCH LIST, ETC.) THE APPROVAL OF THE OWNER THE PROJECT WILL BE ACCEPTED AND PAYMENT MADE AS PER THE CONTRACT. <u>BIDDING</u>

KEEP ALL PLANTING AREAS FREE DF WEEDS BY AN APPROVED METHOD. PLANT GUARANTEE AND REPLACEMENT

SUFFICIENT TO PENETRATE THE SOIL TO A MINIMUM DEPTH OF EIGHT (8) INCHES.

EXTENT OF CONTRACTOR'S RESPONSIBILITY - THE CONTRACTOR WILL NOT BE HELD RESPONSIBLE FOR DAMAGES TO PLANT MATERIALS DUE TO THE DWNER'S NEGLECT, DAMAGE BY OTHER CONTRACTORS, APPLICATION OF CHEMICALS AND OTHER MATERIALS BY OTHER, OR FOR DAMAGE CAUSED BY THEFT, VANDALISM OR ACTS OF GOD. THE CONTRACTOR SHALL REPAIR ALL EROSION DAMAGE TO PLANTING BASINS. IT IS REQUIRED TO HAVE THE SAME PLANT LIVING FOR ONE (1) FULL YEAR TO SATISFY THE GUARANTEE.

GUARANTEE DF PLANT MATERIALS - THE CONTRACTOR SHALL MAINTAIN ALL PLANT MATERIALS IN A HEALTHY, THRIVING CONDITION UNTILL THE END DF THE MAINTENANCE PERIOD. ALL DEAD DR UNHEALTHY MATERIALS SHALL BE REPLACED. THE CONTRACTOR SHALL GUARANTEE ALL TREES FOR A PERIOD DF DNE YEAR FOLLOWING COMPLETION DF THE THIRTY-DAY MAINTENANCE PERIOD

WATER ALL PLANTING AS NECESSARY. QUANTITY APPLIED AT ANY DNE TIME SHALL BE

CONSISTENT WITH GODD HORTICULTURAL PRACTICE NECESSARY TO INSURE NORMAL, VIGOROUS AND HEALTHY GROWTH.

COMMENCEMENT AND DURATION-MAINTENANCE SHAL BEGIN IMMEDIATELY AFTER EACH PLANT IS PLANTED AND SHALL BE CONTINUED FOR THIRTY CALENDAR DAYS AFTER ALL PLANTING IS COMPLETED AND ACCEPTED IN VIGOROUS, THRIVING CONDITION ACTIVITIES-MAINTENANCE SHALL INCLUDE WATERING, WEEDING CULTIVATING, MULCHING, REPAIRING STAKING AND GUYING MATERIALS, REMOVING DEAD PLANTS, RESETTING PLANTS TO PROPER GRADES OR UPRIGHT POSITION, RESTORING PLANT SAUCER, AND ANY OTHER PROCEDURE

BELOW ALL CURBS, DRIVEWAY AND WALK. ESTABLISH A HEALTHY VIGOROUS, GROWING LAWN WITH COMPLETE COVERAGE. USE TYPE OF SPECIES AND METHOD SPECIFIED IN PLANT SCHEDULE <u>CLEAN UP</u> THE CONTRACTOR SHALL KEEP THE SITE CLEAN AT ALL TIMES IN A NEAT ORDERLT CONDITION TO THE OWNERS APPROVAL.

ALL AREAS DESIGNATED AS LAWN WHERE THEY ARE SEEDED OR SODDED ARE TO BE FREE OF WEEDS AND OTHER SPECIES OF GRASS AND DEBRIS. THE BED SHALL HAVE TOTAL DEEP OF LODSEN TWO INCHES. USE SAND TOP SOIL AS NEEDED TO HAVE SMOOTH SURFACE THAT HAS A POSITIVE DRAINAGE FREE OF BIRD BATHS AND SOFT SPOTS. FINISHED GRADE SHALL BE 2'

TO PLANTING DETAILS. <u>LAWN</u>

PLANT MATERIALS AND AFTER EFFECTS THEREOF AND BE APPROVED BY DWNER. QUANTITIES ARE NECESSARY TO COMPLETE THE WORK AA SHOWN ON THE DRAWING. USE SCHEDULE AS A GUIDE LINE ONLY, NOTE ANY DIFFERENCES. LAWN QUANTITIES ARE TO BE MEASURED ON THE SITE AS PER PLAN. ALL PLANTINGSHOULD BE DONE IN A WORKMAN LIKE MANNER IN ACCORDANCE WITH THE STANDARDS OF THE INDUSTRIES AND TO THE APPROVAL OF THE DWNER ALL PLANTING SHALL BE CONFORMED

WATER ABSORBING/RELEASING CRYSTAL AS PER MANUFACTURER RECOMMENDATION. COMMERCIAL HERBICIDE ROUND UP ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY, HAVE NORMAL GROWTH HABITS, BE OF SOUND HEALTHY, VIGOROUS AND FREE FROM INSECT PEST, PLANT DISEASES, AND INJURIES

<u>EDGING</u> 14 GAGE RYERSON STEEL EDGING <u>SDIL ADDITIVE</u>

3' CALIPER AND LARGER CONTAINER 'DUCK BILL' SYSTEM PER MANUFACTURER RECOMMENDATION.

MIX SOIL WITH COMPOST BY LIVING EARTH TECHNOLOGY <u>MULCH</u> FINE SHREDDED HARDWOOD FERTILIZER "AGRAFORM" TABLETS AS PER MANUFACTURER RECOMMENDATION OR EQUAL <u>STAKING</u>

PLANTING BACKFILL

GROUND COVER BEDS BACKFILL

STEEL T POLES

PLANT MAINTENANCE

AND FINAL ACCEPTANCE BY THE DWNER.

<u>TIES</u>

MIX SOIL WITH COMPOST BY LIVING EARTH TECHNOLOGY

INTERLOCKING 'TREE CHAIN 1/2' OR 1'OR APPROVED EQUAL

IRRIGATION SPECIFICATION

1/1/1/00/10/10

FINISH GRADE

RUBBER COVER

MODEL I-20 6"

3/4" STREET ELL

POLY ELL

PVC LATERAL LINE -----

ND SCALE

POLY PIPE

GEARED ROTOR

#### INSTALLATION DETAIL POLY PIPE NO SCALE



STREET ELL

IRRSRYHD12PU.dwg

MODEL I20-HP

PVC LATERAL LINE

GEARED ROTOR

FINISH GRADE HANK HANK

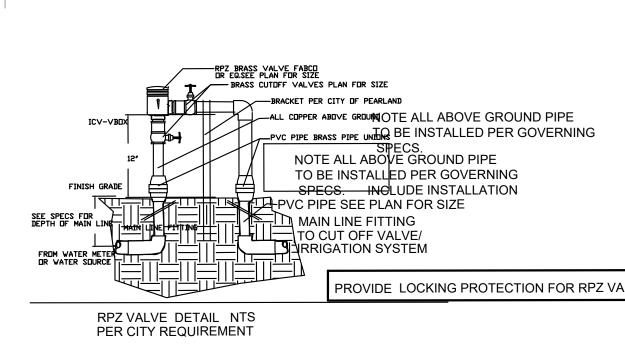
アレモ すきき

POLY ELL

LENGTHAS REQUIRED

- POLY PIPE

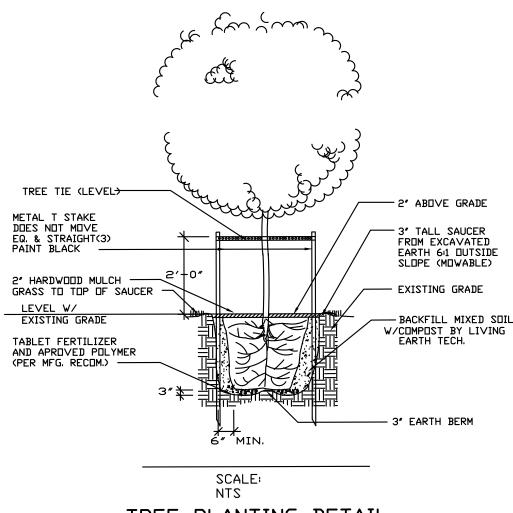
POLY ELL



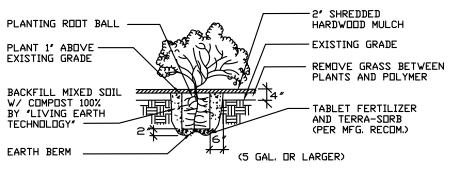
Robert

# PLANTING SCHEDULE

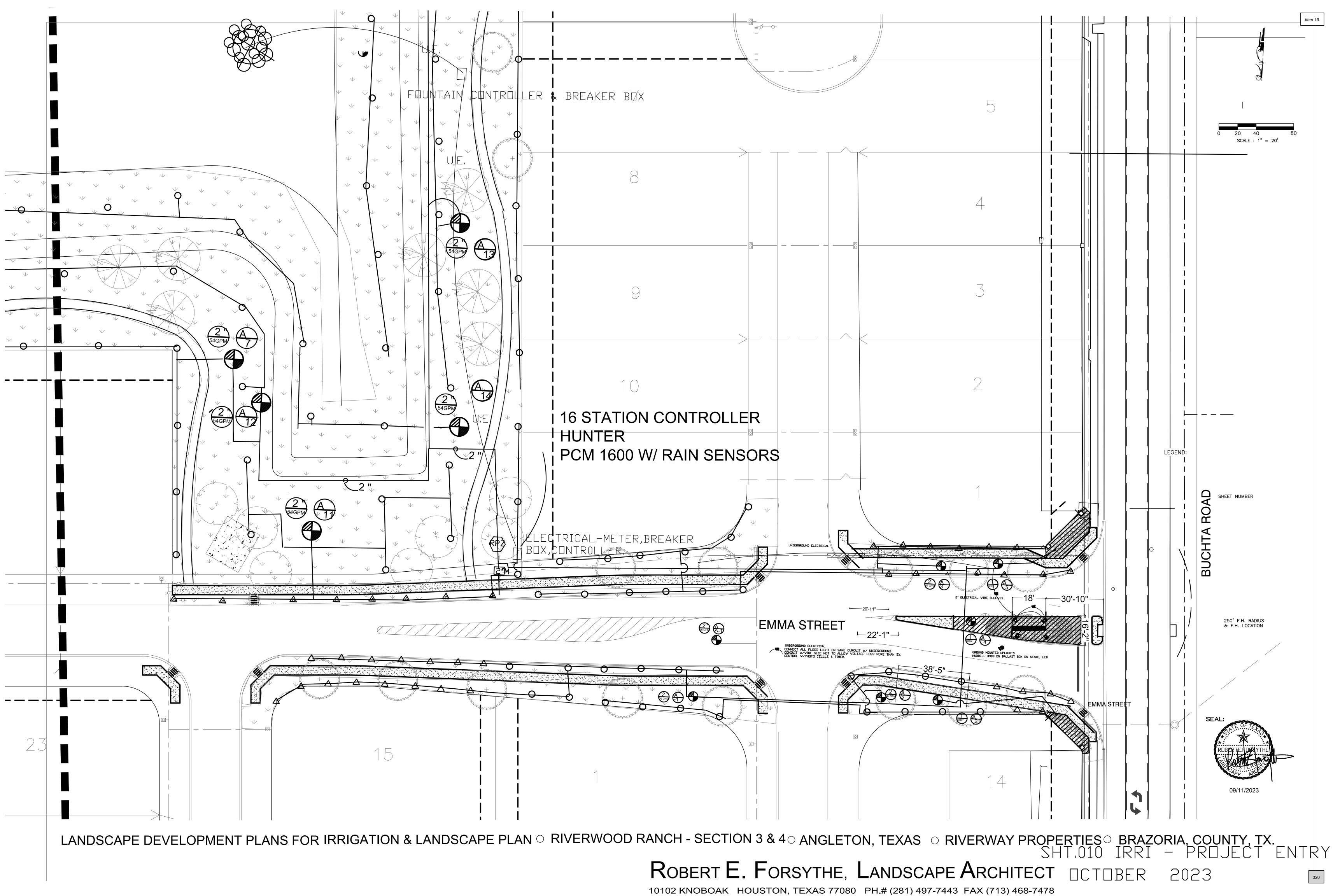
LANDSCAPE DEVELOPMENT PLANS						
RIVERWOOD RANCH						
	ANGELTON, TEXAS					
KEY	QTY.		BUTANICAL NAME	SIZE & DESCRIPTION		
TREES	TREES ·					
SECTI	ION RIVERWOOD					
GRASS	190,000 S.F.	BERMUDA GRASS@2LB PER 1,000 S.F.	HYDRO-MULCH BERMUDA FROM MAY 1-SEPT.30	USE RYE BETWEEN SPET,30- MAY,1.		
WM	10	WAX MYRTLE		15 GAL., BUSHFORM		
WМ	3	WAX MYRTLE	TREE FORM	30 GAL.		
LO	19	LIVE DAK	QUERCUS VIRGINIANA	65 GAL 3' CAL.		
BC	11	BALD CYPRESS		30 GALLON		
₩М	11	CRAPE MYRTLE	TUSCARORA	30 GALLON M.T. MIM. 3		
	SHRUBS - GROUND- COVER					
N₩R	46	NEARLY WILD ROSES	PINK	3 GALLON		
FL	160	SEASONAL FLOWERS		4" POTS		
KOR	30	KNOCK-OUT ROSES		3 gal.,		
DI	_ 90	DIANELLA	DIANELLA	1 GAL.		
SF	70	SPRINGERI	FERN	3 GAL		
AD	71	TRAILING ARDISIA	ARDISIA JAPONICA	1 GAL.		

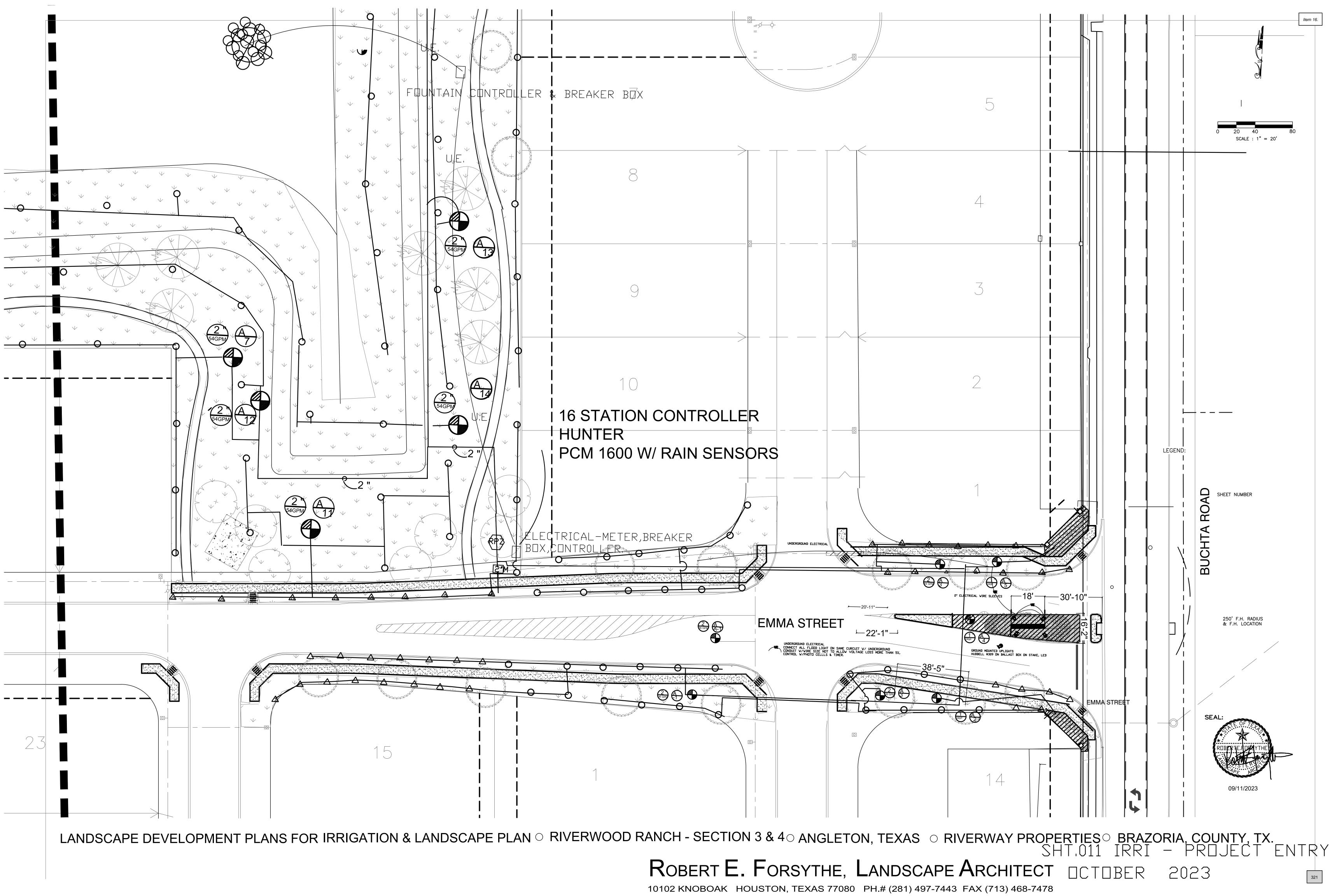






SCALE: NTS







### AGENDA ITEM SUMMARY FORM

MEETING DATE:	March 26, 2024
PREPARED BY:	Otis T. Spriggs, AICP, Director of Development Services
AGENDA CONTENT:	Discussion and possible action on the eligible expenses submitted for reimbursement, the SAP, the Reimbursement Agreement, and items submitted by the Developer for reimbursement, and other items including the restrictive covenants and HOA in the Riverwood Ranch Public Improvement District, (Phases 1 and 2 of Riverwood Ranch).
AGENDA ITEM SECTION:	Regular Agenda

#### BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

#### **EXECUTIVE SUMMARY:**

October 24, 2023, the City Council passed and approved a Resolution No. 20231024-010 creating the Riverwood Ranch North Public Improvement District (the "District") covering approximately 35.608 acres of land described by metes and bounds in said Resolution. The original Riverwood Ranch PID which covers Sections 1 & 2 was approved November 12, 2019 (Resolution 20191112-011), with the assessment Ordinance being adopted on December 8, 2020 (20201208-108).

On February 13, 2023, City Council discussed and considered the reimbursement agreement for Riverwood North PID and items of reimbursements were discussed including an original request for hardscaped features, recreational amenities, signage etc. Area residents within the existing PID appeared before City Council, stressing a need for safe child play and recreational areas. The item discussed in great detail and postponed, pending further legal and PID Administrator's review.

As a result, the Developer has provided a concept design and layout (*Attached with costs*), done by a landscaping consultant, and has forwarded it the City for consideration.

#### **RECOMMENDATION:**

Staff recommends holding discussions for Riverwood Ranch Subdivision Public Improvement reimbursement agreement items and possibly taking action as advised by Legal and the PID Administrators.

#### EXHIBIT "A"

#### PLAYGROUND PROPOSAL



#### EXHIBIT "B"

#### COST ESTIMATE OF PLAYGROUND PROPOSAL

T							
<u>Item</u>	<u>QTY</u>	<u>Unit</u>	Description of Item with Unit Price Written in Words	<u>Unit Price</u>		e <u>Amount</u>	
HARI	DSCAPE				_		_
1	670	SF	Removal of existing sidewalk				
			@	\$	2.50	\$	1,675.00
2	177	LF	Furnish and Install a new 6' sidewalk				
				\$	30.00	\$	5,310.00
3	1	EA	Furnish and Install Burke MU3092 play structure				
			@	\$	65,000.00	\$	65,000.00
4	3	EA	Furnish and Install Burke rockers				
			@			\$	13,000.00
5	7	EA	Furnish and Install 6' park benches (Kay Park)				
			@	\$	3,000.00	\$	21,000.00
6	75	LF	Furnish and Install 2' wide concrete curb				
			@	\$	10.00	\$	750.00
7	2,905	SF	Furnish and Install playground area, 12" deep with concrete edging and engineered mulch				
			@	\$	5.00	\$	14,525.00
8	180	LF	Furnish and Install Drainage pipe, 6" perforated and covered with gravel			·	
			@	\$	35.00	\$	6,300.00
9	5810	SF	Furnish and Install filter cloth, 2 layer (2905 each) for playground	т		τ'	- ,
			@	\$	0.70	\$	4,067.00
10	92	LF	Furnish and Install 4' high wrought iron protection barrier				,
			@	\$	45.00	\$	4,140.00
11	1	EA	Furnish and Install a 4' X 10' tall carten steel playground marker with stainless steel lettering and a "Rules" plaque				
			@	\$	7,500.00	\$	7,500.00
PLAN	TING			Ψ	1,000.00	Ψ	7,000.00
1	5	EA	Furnish and Install 30 gallon Bald Cypress				
	5	L/1	@	\$	350.00	\$	1,750.00
2	10	EA	Furnish and Install 30 gallon Crepe Myrtles (white)	Ψ	550.00	Ψ	1,750.00
-	10		@	\$	350.00	\$	3,500.00
3	20	EA	Furnish and Install 15 gallon Wax Myrtles	Ψ	220100	Ŷ	2,200.00
	-		@	\$	150.00	\$	3,000.00
4	130	SY	Furnish and Install solid sod	Ψ		Ŷ	2,230.00
			@	\$	4.00	\$	520.00
IRRIC	GATION	[					
1	1	LS	Revise existing irrigation system to fit new development				
			@	\$	5,000.00	\$	5,000.00
L	1	1	1	Ψ	2,000.00	Ψ	2,000.00

#### **RIVERWOOD RANCH PLAYGROUND**

Exhibit "B"

TOTAL PLANTING, IRRIGATION AND HARDSCAPE		\$ 157,557.00
Contingency Design - Engineer & Architect	20% 10%	\$ 31,511.40 <u>\$ 15,755.70</u>
Total	-	\$ 204,824.10