# CITY OF ANGLETON
## CITY COUNCIL AGENDA
## 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
## TUESDAY, JULY 28, 2026 AT 6:00 PM

**Mayor |** John Wright
**Mayor Pro-Tem |** Travis Townsend
**Council Members |** Barbara Simmons, Blaine Smith, Tanner Sartin, Christiene Daniel
**Acting City Manager |** Guadalupe "Lupe" Valdez
**City Secretary |** Desiree Henson

**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, JULY 28, 2026, 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**

**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.*

1. Discussion and possible action to approve the special meeting minutes of July 11, 2026 and the regular meeting minutes of July 14, 2026.

2. Discussion and possible action on an interlocal agreement with Brazoria County Emergency Services District (ESD) No. 3 for fire protection, fire suppression, and rescue services.

3. Discussion and possible action to approve Ordinance No. 20260728-003 the 2026 update to the service and assessment plan and assessment roll for the Green Trails Public Improvement District; making and adopting findings; accepting and approving the annual

service plan update and updated assessment roll for the district; providing an effective date and other matters related thereto.

4. Discussion and possible action to approve Ordinance No. 20260728-004 the 2026 update to the service and assessment plan and assessment roll for the Riverwood Ranch Public Improvement District; making and adopting findings; accepting and approving the annual service plan update and updated assessment roll for the district; providing an effective date and other matters related thereto.

5. Discussion and possible action to approve Ordinance No. 20260728-005 the 2026 update to the service and assessment plan and assessment roll for the Riverwood Ranch North Public Improvement District; making and adopting findings; accepting and approving the annual service plan update and updated assessment roll for the district; providing an effective date and other matters related thereto.

6. Discussion and possible action to approve Ordinance No. 20260728-006 the 2026 update to the service and assessment plan and assessment roll for the Greystone Public Improvement District; making and adopting findings; accepting and approving the annual service plan update and updated assessment roll for the district; providing an effective date and other matters related thereto.

7. Discussion and possible action to approve Ordinance No. 20260728-007 the 2026 update to the service and assessment plan and assessment roll for the Kiber Reserve Public Improvement District; making and adopting findings; accepting and approving the annual service plan update and updated assessment roll for the district; providing an effective date and other matters related thereto.

**PUBLIC HEARINGS AND ACTION ITEMS**

8. Conduct a public hearing, discussion, and take possible action on Order No. 20260728-008 finding and declaring the property located at 208 S. Hancock Street, Angleton, Brazoria Vounty, Texas 77515, and the structure thereupon to be a public nuisance and substandard and ordering the abatement of the public nuisance conditions and the demolition and removal of the structure; providing for amendment; and providing for severability.

9. Conduct a public hearing, discussion, and take possible action on Order No. 20260728-009 finding and declaring the property located at 631 W. Orange St., Angleton, Brazoria County, Texas 77515, and the structure thereupon to be a public nuisance and substandard and ordering the abatement of the public nuisance conditions and the demolition and removal of the structure; providing for amendment; and providing for severability.

10. Conduct a public hearing, discussion and take possible action on Ordinance No. 20260714-006, amending Chapter 5, buildings and Chapter 7, "fire prevention and protection", of the code of ordinances to adopt and upgrade existing codes to the 2024 international building code, the 2024 international swimming pool and spa code, the 2024 international residential code, the 2024 international plumbing code, the 2024

international mechanical code, the 2024 international fuel gas code, the 2024 international energy conservation code, the 2024 international existing building code, the 2023 National Electrical Code (NEC), and the 2024 international property maintenance code, each as published by the international code council, inc.; providing certain amendments and deletions to said standard codes. (Note that this public hearing remained open and continued).

## REGULAR AGENDA

11. Discussion and update on the Gambit Energy Storage Park, 319 Murray Ranch Rd., Angleton, Brazoria County, Texas.

12. Discussion and possible action to accept and award the 288B Utility Improvements Bid to Vera Industries in the amount of $848,011.50.

13. Discussion and possible action on new street bond package.

14. Discussion and possible action to approve an Engagement Letter with Crowe LLP to provide a financial audit and report on the financial statements for Fiscal Year 2025-2026.

15. Discussion and possible action on approving Resolution No. 20260728-015 directing the finance director to open a purchase account and approving and authorizing designated persons who will act as signatories on the accounts; providing for repeal; and providing for an effective date.

## 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:

16. 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. (City Manager).

## 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.

## COMMUNICATIONS FROM MAYOR AND COUNCIL

## ADJOURNMENT

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

## TAXPAYER IMPACT STATEMENT

*Section 551.043(c)(a) of the Texas Government Code requires a Taxpayer Impact Statement to be included on the notice of a meeting at which a governmental body will discuss or adopt a budget for the governmental body.*

| | FY 2025-2026 Adopted Tax Rate | FY-2026-2027 Proposed Tax Rate | FY 2026-2027 No New Revenue Rate |
|---|---|---|---|
| Total Tax Rate (per $100 of value) | $0.515246 | Not Yet Calculated | Not Yet Calculated |
| Median Homestead Taxable Value | $213,012 | Not Yet Calculated | Not Yet Calculated |
| Estimated Annual Tax Bill | $1,097.54 | Not Yet Calculated | Not Yet Calculated |

*The proposed budget can be found online at https://www.angleton.tx.us/165/Finance.*

## CERTIFICATION

I, Desiree Henson, 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: Wednesday, July 22, 2026, by 6:00 p.m. and remained so posted continuously for at least three business days preceding the scheduled time of said meeting.

/S/ Desiree Henson
Desiree Henson, TRMC
City Secretary

*Public participation is solicited without regard to race, color, religion, sex, age, national origin, disability, or family status. In compliance with the Americans with Disabilities Act, the City of Angleton will provide reasonable modifications and/or auxiliary aids for persons with disabilities needing special accommodation to participate in this proceeding, or those requiring language assistance (free of charge) attending any City-sponsored meetings. Please contact the City's ADA Coordinator, Colleen Martin, no later than seventy-two (72) hours prior to the meeting, at 979-849-4364, extension 2132, or email cmartin@angleton.tx.us to arrange auxiliary aides or accommodations necessary.*

THE HEART OF BRAZORIA COUNTY ANGLETON

# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** July 28, 2026

**PREPARED BY:** Desiree Henson

**AGENDA CONTENT:** Discussion and possible action to approve the special meeting minutes of July 11, 2026 and the regular meeting minutes of July 14, 2026.

**AGENDA ITEM SECTION:** Consent Agenda

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

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Approval of the special meeting minutes of July 11, 2026 and the regular meeting minutes of July 14, 2026.

**RECOMMENDATION:**

Approval of the special meeting minutes of July 11, 2026 and the regular meeting minutes of July 14, 2026.

# CITY OF ANGLETON
## CITY COUNCIL SPECIAL MINUTES
## 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
## SATURDAY, JULY 11, 2026 AT 8:00 AM

**Mayor |** John Wright
**Mayor Pro-Tem |** Travis Townsend
**Council Members |** Barbara Simmons, Blaine Smith, Tanner Sartin, Christiene Daniel
**Acting City Manager |** Guadalupe "Lupe" Valdez
**City Secretary |** Desiree Henson

**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, JULY 11, 2026, 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 8:07 A.M.**

**PRESENT**
**Mayor John Wright**
**Mayor Pro-Tem Travis Townsend**
**Council Member Barbara Simmons**
**Council Member Blaine Smith**
**Council Member Tanner Sartin (arrived at 8:14 a.m.)**
**Council Member Christiene Daniel**

**Acting City Manager Guadalupe “Lupe” Valdez**

**CITIZENS WISHING TO ADDRESS CITY COUNCIL**

**There were no speakers.**

**WORKSHOP**

1. Discussion and possible action on the Fiscal Year 2026-2027 Proposed budget book presentation and plan for balancing Fiscal Year 2027 budget pursuant to Chapter 102 of the Texas Local Government Code.

   **Lloyd Ayers, Chief of Angleton Area Emergency Medical Corps (AAEMC), addressed Council and presented the operations, needs, and costs of AAEMC for consideration during the budget process.**

   **Colleen Martin, Director of Human Resources addressed Council and presented the budget details for personnel, insurance and benefits.**

**Lupe Valdez, Police Chief and Acting City Manager addressed Council and presented the budget details for the Police Department, the administration budget for the City Manager's Office, and provided an overview of the Fiscal Year 2026-2027 (FY 26-27) proposed budget.**

**Susie Hernandez, Director of Finance addressed Council and presented an overview of the FY 26-27 budget including the revenues and tax rate implications.**

**Mayor Wright recessed for a break at 9:54 a.m.**

**Jason O'Mara, Director of Parks and Recreation addressed Council and presented the Maintenance, Parks Department, Keep Angleton Beautiful, and Angleton Better Living Corporation budget details for the Parks and Recreation Department.**

**Mayor Wright recessed for lunch at 11:15 a.m.**

**Geri Gonzales, Recreation Superintendent addressed Council and presented the Angleton Activity Center budget details for the Parks and Recreation Department.**

**Harbria Gardner, Operations Superintendent addressed Council and presented the Angleton Recreation Center budget details for the Parks and Recreation Department.**

**Joseph Garcia, Fire Chief addressed Council and presented the Fire and the Brazoria County Emergency Services District No. 3 budget details for the Fire Department.**

**Hector Renteria, Director of Public Works addressed Council and presented the Public Works, Water, Sewer, and Plant Operations budget details for the Public Works Department.**

**Susie Hernandez, Director of Finance provided a summary of the department budgets and reports presented.**

## COMMUNICATIONS FROM MAYOR AND COUNCIL

**Mayor Pro-Tem requested discussions on the Animal Services building and the City Hall Annex be presented to Council at a future meeting.**

## ADJOURNMENT

**The meeting was adjourned at 2:51 P.M.**

## TAXPAYER IMPACT STATEMENT

*House Bill 1522 requires that the notice of a meeting required to be posted under section 551.043(a) of the Texas Open Meetings Act, at which a governmental body will discuss or adopt a budget for the governmental body, must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the* *current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year.*

| | FY 2025-2026 Adopted Tax Rate | FY 2026-2027 Proposed Tax Rate | FY 2026-2027 No New Revenue Rate |
|---|---|---|---|
| Total Tax Rate (per $100 of value) | $0.515246 | Not Yet Calculated | Not Yet Calculated |
| Median Homestead Taxable Value | $213,012 | Not Yet Calculated | Not Yet Calculated |
| Estimated Annual Tax Bill | $1,097.54 | Not Yet Calculated | Not Yet Calculated |

*Any meeting that discusses the budget must have a proposed budget attached, however, that document does not currently exist as this is a workshop to discuss the mentioned topic.*

**These minutes were approved by Angleton City Council on this the 28th day of July, 2026.**

CITY OF ANGLETON, TEXAS:

________________________________
John Wright
Mayor

ATTEST:

________________________________
Desiree Henson, TRMC
City Secretary

# CITY OF ANGLETON
## CITY COUNCIL MINUTES
## 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
## TUESDAY, JULY 14, 2026 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, JULY 14, 2026, 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 meeting to order at 6:00 P.M.**

**PRESENT**
**Mayor John Wright**
**Mayor Pro-Tem Travis Townsend**
**Council Member Blaine Smith**
**Council Member Tanner Sartin**
**Council Member Christiene Daniel**
**Council Member Barbara Simmons**

**Acting City Manager Guadalupe "Lupe" Valdez**
**City Attorney Grady Randle**
**City Secretary Michelle Perez**

**PLEDGE OF ALLEGIANCE**

**Mayor Pro-Tem Townsend led the Pledge of Allegiance.**

**INVOCATION**

**Pastor Tim Pierce with First Baptist Church led the invocation.**

**CITIZENS WISHING TO ADDRESS CITY COUNCIL**

**There were no speakers.**

**CEREMONIAL PRESENTATIONS**

1. Presentation of an employee service award.

   **Susie Hernandez, Director of Finance presented an employee service award to Justina Cadena for five years of service to the City of Angleton.**

2. Presentation of July 2026 Keep Angleton Beautiful Yard and Business of the Month.

**Dianna Matthys with Keep Angleton Beautiful presented the July 2026 Yard of the Month to Devaughn Price and the July 2026 Business of the Month to Starbucks.**

## CONSENT AGENDA

3. Discussion and possible action to approve the regular meeting minutes of June 23, 2026.

4. Discussion and possible action on approving Resolution No. 20260714-004 requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

   **Upon a motion by Council Member Daniel and seconded by Council Member Smith, Council approved consent agenda items 3. Discussion and possible action to approve the regular meeting minutes of June 23, 2026 and 4. Discussion and possible action on approving Resolution No. 20260714-004 requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith. The motion passed on a 6-0 vote.**

## PUBLIC HEARINGS AND ACTION ITEMS

5. Conduct a public hearing, discussion, and take possible action on Ordinance No. 20260714-005 a request to abandon a 15-foot-wide portion of the South Columbia Street Right-of-Way, located on the southside of West Mulberry Street/State Highway 35, along the full west boundary of the tract situated at 513 West Mulberry Street, Angleton, Texas.

   **Otis Spriggs, Director of Development Services presented the agenda item.**

   **Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved to open the public hearing at 6:10 p.m. The motion passed on a 6-0 vote.**

   **Rick Wagner, citizen of Angleton and adjacent business owner, addressed Council in favor of the item and to request Council consider repairing South Columbia Street and drainage.**

   **Upon a motion by Council Member Daniel and seconded by Council Member Sartin, Council approved to close the public hearing at 6:16 P.M. The motion passed on a 6-0 vote.**

   **Jason Riley, applicant and developer, discussed the abandonment request with Council.**

   **Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved Ordinance No. 20260714-005 a request to abandon a 15-foot-wide portion of the South Columbia Street Right-of-Way, located on the southside of West Mulberry Street/State Highway 35, along the full west boundary of the tract situated at 513 West Mulberry Street, Angleton, Texas. The motion passed on a 6-0 vote.**

6. Conduct a public hearing, discussion and take possible action on Ordinance No. 20260714-006, amending Chapter 5, buildings and Chapter 7, "fire prevention and protection", of the code of ordinances to adopt and upgrade existing codes to the 2024 international building code, the 2024 international swimming pool and spa code, the 2024 international residential code, the 2024 international plumbing code, the 2024 international mechanical code, the 2024 international fuel gas code, the 2024 international energy conservation code, the 2024 international existing building code, and the 2024 international property maintenance code, each as published by the international code council, inc.; providing certain amendments and deletions to said standard codes.

   **Otis Spriggs, Director of Development Services presented the agenda item.**

   **Lata Krishnarao with Ardurra, Heather Cherry with SAFEbuilt, and Building Official Scott Williams gave a presentation and update on upgrading the existing codes.**

   **Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Daniel, Council approved to open the public hearing at 7:23 P.M. The motion passed was on a 6-0 vote.**

   **There were no speakers in favor or against.**

   **The public hearing was left open.**

7. Conduct a public hearing, discussion, and take possible action on Order No. 20260714-007 for the demolition of 326 N. Erskine Street, for property being in a substandard condition with the 2015 International Property Maintenance Code and the attached deficiency form.

   **Kyle Reynolds, Assistant Director of Development Services presented the agenda item.**

   **Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Smith, Council approved to open the public hearing at 7:28 P.M.**

   **Mario Thomas addressed Council on behalf of the property owner in favor of the demolition of the property mentioned.**

   **Upon a motion by Council Member Daniel and seconded by Council Member Smith, Council approved to close the public hearing at 7:34 P.M.**

   **Upon a motion by Council Member Daniel and seconded by Council Member Sartin, Council approved to table the item for three months. The motion passed on a 6-0 vote.**

8. Conduct a public hearing, discussion, and take possible action on Order No. 20260714-008 for the demolition of 1220 E Mulberry St., for property being in a substandard condition with the 2015 International Property Maintenance Code and the attached deficiency form.

   **Kyle Reynolds, Assistant Director of Development Services presented the agenda item.**

**Upon a motion by Council Member Sartin and seconded by Daniel, Council approved to open the public hearing at 7:46 P.M.**

**There were no speakers in favor or against.**

**Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Sartin, Council approved to close the public hearing at 7:47 P.M.**

**Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved Order No. 20260714-008 for the demolition of 1220 East Mulberry Street, for property being in a substandard condition with the 2015 International Property Maintenance Code and the attached deficiency form. The motion passed on a 6-0 vote.**

**REGULAR AGENDA**

9. Discussion and possible action on approving Resolution No. 20260714-009 requesting an amendment to the qualifications for the Brazosport Water Authority Board of Directors.

   **Cecil Booth, Brazosport Water Authority (BWA) representative for City of Angleton addressed Council to provide information on amending the qualifications for the BWA Board of Directors.**

   **No action was taken.**

10. Discussion and possible action on the Preliminary Plat of Ashland Reserves Section 1 Preliminary Plat Review as resubmitted, and to consider updates to the Ashland Land Plan as it relates to this section located on the northeast corner of Ashland Blvd. and FM521.

    **Otis Spriggs, Director of Development Services presented the agenda item.**

    **Jacob Guerrero, applicant, addressed Council to discuss the preliminary plat.**

    **Upon a motion by Council Member Sartin and seconded by Council Member Smith, Council approved the Preliminary Plat of Ashland Reserves Section 1 Preliminary Plat Review as resubmitted, and to consider updates to the Ashland Land Plan as it relates to this section located on the northeast corner of Ashland Blvd. and FM521 with adherence to the Traffic Impact Analysis (TIA) plan. The motion passed on a 6-0 vote.**

11. Update on HDR Engineering's projects throughout the City.

    **John Peterson, HDR Engineer presented an update on the following projects throughout the City: Lorraine Street Sanitary Sewer Improvements; 2023 Street Bond Project – Package 3_North Parrish Street and Silver Saddle Drive; Elevated Water Storage Tank (EST) - Brazoria County; Lift Station 8 Sanitary Sewer Collection System Rehabilitation (Phase 3); Lift Station 24 Collection System Rehabilitation; Wastewater Treatment Plant; CoA Sanitary Sewer Line at Union Pacific Railroad (UPRR); 288B Utility Improvements; Angleton Downtown Improvement Project - 288-B; and the Street Bond Program Cost Estimates.**

**No action was taken.**

12. Discussion and possible action on acceptance of the Oyster Creek Wastewater Treatment Plant (WWTP) Design Review and direction regarding the path forward for recommended improvements.

    **Chris Malinowski with HDR Engineering presented the agenda item and updated Council on the Wastewater Treatment Plant design review and costs.**

    **No action was taken.**

13. Discussion and possible action on sanitary sewer updates.

    **Hector Renteria, Director of Public Works presented the agenda item and provided an update on sanitary sewer.**

    **No action was taken.**

**STAFF REPORTS**

14. June Department Reports

    **Jason O'Mara, Director of Public Works addressed Council regarding the Parks and Recreation monthly report.**

    **Lupe Valdez, Police Chief addressed Council regarding the Police Department monthly report.**

**COMMUNICATIONS FROM MAYOR AND COUNCIL**

**Mayor Pro-Tem Townsend requested an update on the Austin Colony Development, an update on the demolition status of the Velasco Square apartments, details on Gambit, a plan for South Columbia Street to be presented on a future agenda.**

**Mayor thanked staff for their efforts during the budget workshop and process.**

**ADJOURNMENT**

**The meeting was adjourned at 9:15 P.M.**

**These minutes were approved by Angleton City Council on this the 28th day of July 2026.**

[SIGNATURE PAGE TO FOLLOW]

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Desiree Henson, TRMC
City Secretary

THE HEART OF BRAZORIA COUNTY
ANGLETON

# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** July 28, 2026

**PREPARED BY:** Chief Garcia, Fire Department

**AGENDA CONTENT:** Discussion and possible action on an interlocal agreement with Brazoria County Emergency Services District (ESD) No. 3 for fire protection, fire suppression, and rescue services.

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** EnterTextHere **FUNDS REQUESTED:** EnterTextHere

**FUND:** EnterTextHere

**EXECUTIVE SUMMARY:**

Approve an Interlocal Agreement for fire protection, fire suppression, and rescue services with Brazoria County Emergency Services District No. 3.

**RECOMMENDATION:**

Approve an Interlocal Agreement for fire protection, fire suppression, and rescue services with Brazoria County Emergency Services District No. 3.

# INTERLOCAL AGREEMENT FOR FIRE PROTECTION, FIRE SUPPRESSION, AND RESCUE SERVICES

This **INTERLOCAL AGREEMENT FOR FIRE PROTECTION, FIRE SUPPRESSION AND RESCUE SERVICES** (herein "Agreement") is entered into effective the 1st day of January, 2027, by and between **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** ("DISTRICT"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code and **THE CITY OF ANGLETON, TEXAS** ("CITY OF ANGLETON") for the mutual covenants and agreements herein contained, and other good and valuable consideration as set forth in this Agreement. Accordingly, **DISTRICT** and **THE CITY OF ANGLETON, TEXAS** agree to the following:

## I.
## PARTIES

**BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** is a political subdivision of the State of Texas, organized and operating in portions of Brazoria County, Texas under Chapter 775 of the Texas Health & Safety Code. **THE CITY OF ANGLETON, TEXAS** is a Texas home rule municipality. Both DISTRICT and CITY OF ANGLETON propose to enter into an Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose of the Agreement is for CITY OF ANGLETON to perform certain Governmental Functions as described by Texas Civil Practice and Remedies Code § 101.0215 and services for DISTRICT. Such Governmental Functions and services are limited to fire protection and suppression services to protect life and property from fire and conserve natural and human resources, and to provide rescue services (all collectively referred to herein as "Emergency Services") to persons and commercial interests located within the geographic boundaries of a portion of the DISTRICT (herein the "Service Area", as described and set forth in Exhibit "A", attached hereto and incorporated by reference). The City and the Department agree that the Emergency Services are "governmental functions" as defined in the

Interlocal Agreement Act, Texas Government Code §791.003. The City and the Department further agree that the Emergency Services are "homeland security activities" as defined under Texas Government Code § 421.001.

CITY OF ANGLETON acknowledges that it is familiar with the Service Area and agrees to provide the emergency services in accordance with this Agreement. The CITY OF ANGLETON via the ANGLETON VOLUNTEER FIRE DEPARTMENT agrees to provide emergency services to the service area. Angleton Volunteer Fire Department is a department of the CITY OF ANGLETON.

**II.**

**TERM; EARLY TERMINATION**

The term of this Agreement will be for a period beginning January 1, 2027 and ending December 31, 2027. Either party may terminate this Agreement upon six (6) months written notice to the other party.

The term of this Agreement may be extended only upon the mutually signed agreement of both parties upon such terms and conditions as approved and agreed to at that time.

**III.**

**TERMS OF COMPENSATION**

(a) During the original term of this Agreement, the Compensation to be paid by DISTRICT to CITY OF ANGLETON for the Emergency Services to be provided by CITY OF ANGLETON hereunder shall be as follows: DISTRICT to pay to CITY OF ANGLETON an amount of **$382,905.00**. The Compensation shall be made in quarterly installments. Quarterly installment payments would be paid by the 30th day of the months of January, April, July and October. Any payments made to the CITY by the DISTRICT for fire protection, suppression and rescue services under a temporary extension of the 2026 annual contract shall be applied towards the total annual Compensation amount stated above.

(b) In the event DISTRICT shall choose to terminate the Agreement during the term, the compensation paid to the date of termination shall be nonrefundable. In the event CITY OF ANGLETON terminates this Agreement during the term, the compensation paid or due and payable shall be refundable to DISTRICT based on a pro rata basis based on the number of months of the one-year term completed.

(c) The CITY OF ANGLETON has the sole discretion to determine how these funds are expended, however the Parties agree that a set amount of the total amount paid, specifically, $75,000.000 will be applied by the CITY towards the CITY's acquisition costs of a tanker fire truck. The parties further acknowledge and agree that the District's contributions towards the acquisition costs create a lien interest in the tanker fire truck in proportion to the District's payments to the CITY which the Parties agree will be applied towards the CITY's total acquisition costs, as detailed below. The lien interest held by the District shall apply to any disposition of the tanker fire truck by the CITY which results in cash, cash equivalent or credit being received by the CITY for any reason, including but not limited to the eventual sale of the tanker fire truck, receipt of insurance proceeds due to collision or other damage, or trading the tanker fire truck towards the acquisition of replacement apparatus. The District's lien interest will depreciate in an even amount per year, reducing the lien interest to 0% effective December 31, 2039.

(1) The Parties agree that the District has provided the following funds towards the City's acquisition costs:
2024 $100,000 paid in calendar year 2024.
2025 $200,000 paid in calendar year 2025.
2026 $200,000 paid in calendar year 2026.

(2) The Parties agree that for each year the parties maintain an Interlocal Agreement for Fire Protection, Fire Suppression and Rescue Services, a portion of each year's payment by the District to the City will be applied by the City towards its acquisition costs in the following amounts paid by the District to the City:
2027 $75,000
2028 $75,000

2029 $75,000

2030 $75,000

2031 $75,000

2032 $75,000

(3) The Parties agree that the tanker fire truck will be used by the City's Fire Department within the City, within the District, and in any other location to which the City Fire Department responds, based upon its availability and usefulness for incidents to which the City Fire Department responds.

## IV.

## LIMITATIONS ON REPRESENTATIONS AND WARRANTIES

(a) CITY OF ANGLETON agrees to use its best efforts in carrying out its duties under this Agreement.

(b) The City retains all governmental immunities.

(c) The CITY and the DISTRICT agree to the responsibility for civil liability as described in Government Code § 791.006(a). Responsibility for civil liability shall be retained by the DISTRICT for the provision of Emergency Services by the CITY OF ANGLETON within the territorial jurisdiction of the DISTRICT. Additionally, pursuant to section 421.062 of the Texas Government Code, the CITY is not responsible for any civil liability that arises from the furnishing of services under this Interlocal contract.

## V.

## DUTIES AND RESPONSIBILITIES OF THE CITY OF ANGLETON AND THE DEPARTMENT

(a) CITY OF ANGLETON agrees to provide the emergency services to the Service Area, as provided and subject to the limitations and provisions contained herein.

DISTRICT acknowledges that CITY OF ANGLETON is a municipality with statutory and City charter obligations to the residents of the City of Angleton and the Angleton Volunteer Fire Department provides similar emergency services to CITY OF ANGLETON. DISTRICT further acknowledges the necessary fire protection, fire suppression, and other emergency services provided to DISTRICT shall not be exclusive. District and City agree all emergency services provided by Angleton Volunteer Fire Department will conform with policies, protocol, and ordinances of the City of Angleton. District agrees and acknowledges City may be a party to mutual aid agreements with other emergency services departments from other municipalities.

(b) CITY OF ANGLETON shall provide the necessary staffing and equipment to provide the Emergency Services to the service area in accordance with this Agreement and shall enter into and maintain reciprocal mutual aid agreements with surrounding fire departments and/or EMS when necessary or advisable. Personnel are required to complete a minimum of 40 hours of certified training per year, prorated for partial year for any personnel who join the Department later than January 15th.

(c) The Mayor of the CITY OF ANGLETON or his designee shall be the liaison with DISTRICT.

(d) Notwithstanding anything in this Agreement which may be construed to the contrary, this interlocal agreement shall not operate as a merger, consolidation or annexation of one political subdivision by another.

(e) It is not the intention of the parties hereto to create a partnership or association. The duties and liabilities of CITY OF ANGLETON and DISTRICT are intended to be separate and not joint or collective. Nothing contained in this Agreement and in any agreement made pursuant hereto shall be construed to create a partnership or association or impose a partnership duty, obligation or liability with respect to any one or more of the parties hereto.

(f) QUARTERLY REPORTS TO DISTRICT

(1) CITY OF ANGLETON shall furnish DISTRICT no later than 30 days following the end of each fiscal quarter, a copy of the monthly reports listing the total number of runs made by Angleton Volunteer Fire Department within the Service Area for the prior quarter, including a breakdown of total runs by category using the Department's category designations. Failure to provide the required quarterly reports will result in the District withholding quarterly payments until the reports are received.

(2) Quarterly report information shall include response times for the prior quarter using the following criteria:

(A). From time of dispatch or time Department receives call to time first fire unit on location

(B). Average Response times overall

(C). Response times to these categories of calls - Structure Fires, Motor vehicle crashes, and EMS calls, including

(i). Average response time to each category;

(ii). Fastest response time to each category; and

(iii). Slowest response time to each category

(3) City shall include a list of Department personnel with the 2nd and 4th quarter reports filed with the District. The City/Department providing lists/rosters of personnel to the District is not a waiver of the Government Code section 418.176 requirement to keep staffing information confidential, as the District will not publicly discuss or distribute the staffing information. The District is an emergency services provider and any exchange of staffing information between the District and City/Department is an intergovernmental transfer of information and not a public release of said information. Information provided under this subsection shall include NIMS certifications for each emergency responder.

(g) CITY OF ANGLETON will provide the DISTRICT a copy of the City's annual audit, or portion of the City's audit, showing the funding and expenditures for fire and rescue services funded by the DISTRICT for the prior fiscal year. The audit will be provided to the DISTRICT no later than 60 days after it is completed and accepted by the CITY.

(h) City and Department agree that for any dispatched call in the District's contracted area for a structure fire, the Department shall have automatic aid or automatic mutual aid with neighboring agencies in place to ensure adequate response to such calls.

(i) Upon receiving an extrication dispatch, the Department will take reasonable steps to ensure that the response will include personnel with two sets of rescue tools. Department shall request mutual aid if needed to meet this objective.

## VI.
## DISPATCH COOPERATION

DISTRICT and CITY OF ANGLETON both agree to cooperate in presenting any letters or Resolutions to the 911 Network and the CITY OF ANGLETON's local dispatchers which may be necessary to effectuate accurate dispatching for Emergency Services provided by the CITY within the Service Area.

## VII.

Notwithstanding the foregoing provisions of this agreement, in the event of a conflict with the Agreement and the Angleton Code of Ordinances, the Ordinances shall prevail.

## VIII.
## AMENDMENT BY MUTUAL AGREEMENT

This Agreement may be amended only by the mutually signed and written agreement of the parties.

## IX.
## ASSIGNABILITY

This Agreement shall not be assigned by either party regarding delivery of necessary fire protection and suppression or other emergency services by CITY OF ANGLETON.

## X.
## MISCELLANEOUS

(a) If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(b) This Agreement embodies the whole agreement of the parties and supersedes all previous communications, representations or agreements between the parties with respect to the matters contained herein.

## XI.
## NOTICES

All notices hereunder shall be in writing and may be delivered by personal delivery or regular US Mail to the parties at their addresses below or may be delivered via electronic mail to the address(es) provided by each Party.

## XII.
## VENUE AND CONTROLLING LAW

The validity, interpretation, and performance of this Contract shall be governed by the laws of the State of Texas. The Construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

**CITY OF ANGLETON, TEXAS**

**By:** ______________________________
**Print Name: John Wright**
**Title:Mayor**

**Address for Notice:**
121 S. Velasco
Angleton, Texas 77515
**Date:** ______________________________

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

**By:** ______________________________
**Darrell Valusek, President**

**Address for Notice:**
P.O. Box 1253
Manvel, TX 77578
**Date:** July 13, 2026

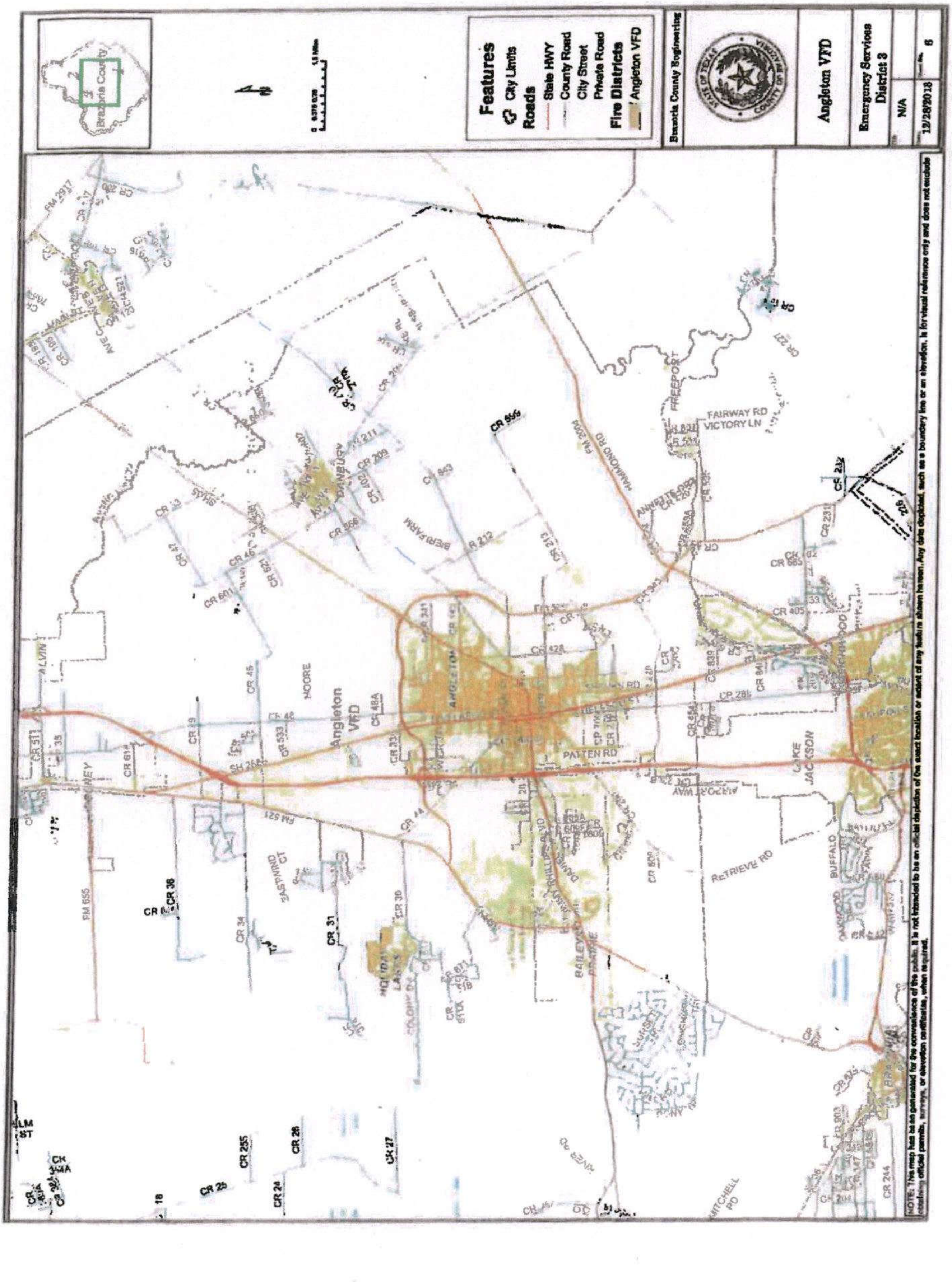
**Acknowledged:**
**ANGLETON VOLUNTEER FIRE DEPARTMENT**

**By:** ______________________________
**Print Name:** JOSEPH GARCIA
**Title:** CHIEF

**Address for Notice:**
221 N. CHENANGO STREET
ANGLETON, TEXAS 77515

## EXHIBIT "A"

The District, City and Department agree to use the map provided by the Office of the Brazoria County Engineer which has been adopted by the District (or may be adopted or amended by District action subsequent to the execution of this Agreement) as the District's official map which outlines coverage areas for contracted fire and EMS departments to define the Service Area covered by the City and Department under this Agreement.


Features
City Limits
Roads
State HWY
County Road
City Street
Private Road
Fire Districts
Angleton VFD
Brazoria County Engineering
Angleton VFD
Emergency Services District 3
N/A
12/28/2018
Angleton VFD
ANGLETON
DANBURY
LAKE JACKSON
FREEPORT
PATTEN RD
RETRIEVE RD

# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** July 28, 2026

**PREPARED BY:** Susie Hernandez, Finance Director

**AGENDA CONTENT:** Discussion and possible action to approve Ordinance No. 20260728-003 the 2026 update to the service and assessment plan and assessment roll for the Green Trails Public Improvement District; making and adopting findings; accepting and approving the annual service plan update and updated assessment roll for the district; providing an effective date and other matters related thereto.

**AGENDA ITEM SECTION:** Consent Agenda

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

**FUND:** None

**EXECUTIVE SUMMARY:**

Capitalized terms used in this 2026 Annual Service Plan Update shall have the meanings set forth in the Service and Assessment Plan (the "SAP"), used for the benefit of the property in the District.

The Green Trails Public Improvement District (the "District") was created pursuant to the PID Act, by Resolution No. 20190910-017 of the City Council on September 10, 2019, that authorized the creation of the District consisting of 9.5455 acres. City Council adopted Ordinance No. 20201013-018, levying Assessments for the cost of Authorized Improvements, creating a lien against Parcels in the District and approving the SAP.

The SAP identified the Authorized Improvements to be constructed, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026. This 2026 Annual Service Plan Update also updates the Assessment Roll for 2026.

**RECOMMENDATION:**

Staff recommends that City Council holds discussions and pass the ordinance approving the 2026 Annual Service Plan Update and updates to the Assessment Roll for 2026.

**ORDINANCE NO. 20260728-003**

**AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING THE 2026 UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE GREEN TRAILS PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; ACCEPTING AND APPROVING THE ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR THE DISTRICT; PROVIDING AN EFFECTIVE DATE AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, The Green Trails Public Improvement District (the "District") was created pursuant to the PID Act, by Resolution No. 20190910-017 of the City Council on September 10, 2019, to finance certain public improvement projects for the benefit of the property in the District and

**WHEREAS**, On October 13, 2020, the City Council adopted and approved the Service and assessment plan for the District by Ordinance No. 20201013-018, (the "Service and Assessment Plan") including an Assessment Roll, and levied Assessments on property within the District to finance the Authorized Improvements for the benefit of such property.

**WHEREAS,** all capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Service and Assessment Plan; and

**WHEREAS**, Section 372.013 of the Act and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be reviewed and updated annually for the purpose of determining the annual budget for improvements (the **"**Annual Service Plan Update"); and

**WHEREAS**, the Annual Service Plan Update and updated Assessment Roll for Fiscal Year 2026 attached as Exhibit A (the "2026 Annual Service Plan Update) hereto conforms the Assessment Roll to the annual principal and interest payment schedule required for the PID Reimbursement Agreement and updates the Service and Assessment Plan and Assessment Roll to reflect prepayments, property divisions and changes to the cost and/or budget allocations for District Authorized Improvements that occur during the year, if any and the annual administrative costs of the District; and

**WHEREAS**, the City Council now desires to proceed with the adoption of this Ordinance and hereby approves and adopts the 2026 Annual Service Plan Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the Act.

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

**SECTION 1**. *Findings*. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes and are hereby adopted.

**<u>SECTION 2</u>**. *Annual Service Plan Update*. The 2026 Annual Service Plan Update with updated Assessment Roll attached hereto as <u>Exhibit A</u> is hereby accepted and approved and complies with the Act in all matters as required.

**<u>SECTION 3</u>**. *Cumulative Repealer*. This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that ordinance and for that purpose the ordinance shall remain in full force and effect.

**<u>SECTION 4</u>**. *Severability*. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

**<u>SECTION 5</u>**. *Effective Date*. This Ordinance shall take effect, and the provisions and terms of the Annual Service Plan Update shall be and become effective upon passage and execution hereof.

**<u>SECTION 6</u>**. *Filing of Record*. The City Secretary is directed to cause a copy of this Ordinance, including the 2026 Update, to be recorded in the real property records of Brazoria County not later than the seventh day after the date the City Council adopts this Ordinance approving the 2026 Update.

**<u>SECTION</u>** <u>7</u>. *Website Posting*. The City Secretary is directed to post a copy of 2026 Update, including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, on the internet website maintained or used by the City for the purposes of Section 26.18, Texas Tax Code, as amended, not later than the seventh day after the date the City Council adopts the 2026 Update.

**<u>SECTION 8</u>**. *Appraisal_District*. The City Secretary is directed to cause a copy of the 2026 Update, including the Assessment Rolls, in the format required by Section 372.017(b) of the PID Act, to be submitted to the Brazoria Central Appraisal District not later than the seventh day after the date the City Council adopts this Ordinance approving the 2026 Update.

**PASSED AND APPROVED ON THIS 28TH DAY OF JULY, 2026.**

[SIGNATURE PAGE FOLLOWS]

John Wright
Mayor

ATTEST:

Desiree Henson
City Secretary

APPROVED AS TO LEGAL FORM:

Grady Randle
City Attorney

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared John Wright, Mayor of the City of Angleton, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this ___________________________________.

_______________________________________
Notary Public, State of Texas

[NOTARY STAMP]

# EXHIBIT A

## 2026 ANNUAL UPDATE TO THE GREEN TRAILS PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN.

# GREEN TRAILS
# PUBLIC IMPROVEMENT DISTRICT
## 2026 ANNUAL SERVICE PLAN UPDATE

JULY 28, 2026

# INTRODUCTION

Capitalized terms used in this 2026 Annual Service Plan Update not otherwise defined herein shall have the meanings set forth in the Service and Assessment Plan (the "SAP").

The Petitioners submitted and filed with the City Secretary of the City a Petition requesting the establishment of a public improvement district to include the Parcels owned by the Petitioners, and to be known as the Green Trails Public Improvement District. On September 10, 2019, the governing body of the City of Angleton ("the Governing Body") adopted Resolution No. 20190910-017 that authorized the creation of the District consisting of 9.5455 acres. On October 13, 2020, the Governing Body adopted Ordinance No. 20201013-018, levying Assessments for the cost of Authorized Improvements, creating a lien against Parcels in the District and approving the SAP. The SAP identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements.

On February 15, 2023, the Governing Body approved the 2022 SAP Update for the District by adopting Ordinance No. 20230215-014, which updated the Assessment Roll within the District for 2022.

On August 22, 2023, the Governing Body approved the 2023 SAP Update for the District by adopting Ordinance No. 20230822-017, which updated the Assessment Roll within the District for 2023.

On August 27, 2024, the Governing Body approved the 2024 SAP Update for the District by adopting Ordinance No. 20240827-010, which updated the Assessment Roll within the District for 2024.

On August 26, 2025, the Governing Body approved the 2025 SAP Update for the District by adopting Ordinance No. 20250826-001, which updated the Assessment Roll within the District for 2025.

The SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026.

The Governing Body also adopted each Assessment Roll identifying the Assessments on Parcel of Assessed Property within the District, based on the method of assessment identified in the SAP. This 2026 Annual Service Plan Update also updates the Assessment Rolls for 2026.

## PARCEL SUBDIVISION

The final plat of Green Trails was filed and recorded with the County as document number 202007654 on February 12, 2020.

See **Exhibit C** for the Lot Type classification map.

## LOT AND HOME SALES

Current ownership within the District is based on information provided by the Owner and available information and is subject to change as development occurs and property is conveyed. Updated ownership and development information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via the MSRB's EMMA by searching for the District. For Assessments securing reimbursement obligations to the Owner, the summary of current ownership within the property securing such Assessment is based on information provided by the Owner and other publicly available records.

See **Exhibit D** for buyer disclosures.

## AUTHORIZED IMPROVEMENTS

A summary of the Authorized Improvements, including the original estimated costs of the Authorized Improvements and allocation of such costs, is provided in the SAP. The Authorized Improvements and estimated costs as described in the SAP are for Assessment purposes and do not represent a guarantee of construction timing or Actual Costs.

Information regarding the status of Authorized Improvements, including construction progress, estimated completion timing, and budget information, including any updates to the original estimates of costs, is based on information provided by the Owner and other available project information at the time such information is compiled. Such information may be updated from time to time.

## OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of $617,794.62.

Information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via EMMA website by searching for the District. For Assessments securing reimbursement obligations to the Owner, the summary of current construction status within the property securing such Assessment is based on information provided by the Owner and other publicly available records.

## ANNUAL INSTALLMENT DUE 1/31/2027

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is shown below.

| District | | |
|---|---|---|
| Due January 31, 2027 | | |
| Principal | $ | 26,734.60 |
| Interest | $ | 24,711.78 |
| Administrative Expenses | $ | 13,000.00 |
| **Total Annual Installment** | **$** | **64,446.38** |

- ***Administrative Expenses*** - The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for the District is shown below.

| District | | |
|---|---|---|
| Administrative Expenses | | |
| Administration | $ | 10,800.00 |
| City Auditor | $ | 1,000.00 |
| Filing Fees | | 1,000.00 |
| County Collection | | 200.00 |
| **Total Administrative Expenses** | **$** | **13,000.00** |

See **Exhibit B** for the Annual Installment schedule for the District.

## PREPAYMENT OF ASSESSMENTS

Information regarding any full or partial Prepayments of the Assessments is reflected in the corresponding Assessment Roll.

## SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years, and is included below:

| District | | | | | | |
|---|---|---|---|---|---|---|
| **Annual Installment Due** | | **1/31/2027** | **1/31/2028** | **1/31/2029** | **1/31/2030** | **1/31/2031** |
| Principal | | $ 26,734.60 | $ 27,803.98 | $ 28,916.14 | $ 30,072.79 | $ 31,275.70 |
| Interest | | $ 24,711.78 | $ 23,642.40 | $ 22,530.24 | $ 21,373.60 | $ 20,170.68 |
| | (1) | $ 51,446.38 | $ 51,446.38 | $ 51,446.38 | $ 51,446.38 | $ 51,446.38 |
| Administrative Expenses | (2) | $ 13,000.00 | $ 13,260.00 | $ 13,525.20 | $ 13,795.70 | $ 14,071.62 |
| Additional Interest[a] | (3) | $ - | $ - | $ - | $ - | $ - |
| **Total Annual Installments** | **(4) = (1) + (2) + (3)** | **$ 64,446.38** | **$ 64,706.38** | **$ 64,971.58** | **$ 65,242.09** | **$ 65,518.00** |

**Footnotes:**

[a] Additional Interest will only be collected if PID Bonds are issued.

## ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the corresponding Assessment Roll attached hereto as **Exhibit A**. The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot. The Parcels or Lots of Assessed Property shown on the corresponding Assessment Roll will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The Parcel IDs shown within an Assessment Roll are subject to change based on the final certified rolls provided by the County prior to billing.

## ADDITIONAL INFORMATION

If the owner of a Parcel claims that an error has been made in any Assessment Roll required by the SAP, a prior Annual Service Plan Update, or this 2026 Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator (at admin@p3-works.com) by December 1st of the year in connection with the approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the Annual Service Plan Update. The Administrator shall provide a written response to the Governing Body and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The Governing Body 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 Governing Body shall make a final determination as to whether an error has been made. If the Governing Body determines that an error has been made, the Governing Body shall take such corrective action as is authorized by the PID Act, this 2026 Annual Service Plan Update, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the Governing Body. The determination by the Governing Body as to whether an error has been made, and any corrective action taken by the Governing Body shall be final and binding on the owner and the Administrator.

## DISCLAIMER

P3Works, LLC was not involved in the creation of the District, the drafting or approval of the SAP, or any other matters relating to the levy of Assessments within the District.

# EXHIBIT A – ASSESSMENT ROLL

| | | | Green Trails PID | |
|---|---|---|---|---|
| Property ID[a] | Lot Type | Notes | Outstanding Assessment | Annual Installment Due 1/31/27[d][e] |
| 693628 | Non-Benefited Property | | $ - | $ - |
| 693629 | Non-Benefited Property | | $ - | $ - |
| 693630 | Non-Benefited Property | | $ - | $ - |
| 693631 | Non-Benefited Property | | $ - | $ - |
| 693632 | 1 | | $ 12,234.05 | $ 1,307.36 |
| 693633 | 1 | | $ 12,234.05 | $ 1,307.36 |
| 693634 | 1 | | $ 12,234.05 | $ 1,307.36 |
| 693635 | 1 | | $ 12,234.05 | $ 1,307.36 |
| 693636 | 1 | | $ 12,234.05 | $ 1,307.36 |
| 693637 | 1 | | $ 12,234.05 | $ 1,307.36 |
| 693638 | 1 | | $ 12,234.05 | $ 1,307.36 |
| 693639 | 1 | | $ 12,234.05 | $ 1,307.36 |
| 693640 | 1 | | $ 12,234.05 | $ 1,307.36 |
| 693641 | 1 | [c] | $ 12,234.05 | $ 653.68 |
| 693642 | 1 | | $ 12,234.05 | $ 1,307.36 |
| 693643 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693644 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693645 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693646 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693647 | 1 | | $ 12,234.05 | $ 1,307.36 |
| 693648 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693649 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693650 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693651 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693652 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693653 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693654 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693655 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693656 | 1 | | $ 12,234.05 | $ 1,307.36 |
| 693657 | 1 | | $ 12,234.05 | $ 1,307.36 |
| 693658 | 1 | | $ 12,234.05 | $ 1,307.36 |
| 693659 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693660 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693661 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693662 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693663 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693664 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693665 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693666 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693667 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693668 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693669 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693670 | 2 | [b] | $ - | $ - |
| 693671 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693672 | 2 | | $ 12,773.05 | $ 1,318.70 |

| Property ID[a] | Lot Type | Notes | Green Trails PID<br>Outstanding Assessment | Green Trails PID<br>Annual Installment Due 1/31/27[d][e] |
|---|---|---|---|---|
| 693673 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693674 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693675 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693676 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693677 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693678 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693679 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693680 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 693681 | 2 | | $ 12,773.05 | $ 1,318.70 |
| 723431 | 1 | [c] | $ 12,234.05 | $ 653.68 |
| **Total** | | | **$ 617,794.62** | **$ 64,446.20** |

**Footnotes:**

[a] Subject to change based on the final certified rolls provided by the County prior to billing.

[b] Assessment has been prepaid in full.

[c] Undivided interest of property located at 119 Austin Rd, Angleton, TX, billed 50% to property ID 4693641 and 50% to property ID 723431.

[d] Totals may not match the Annual Installment due to rounding.

[e] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

# EXHIBIT B – DISTRICT ANNUAL INSTALLMENT SCHEDULE

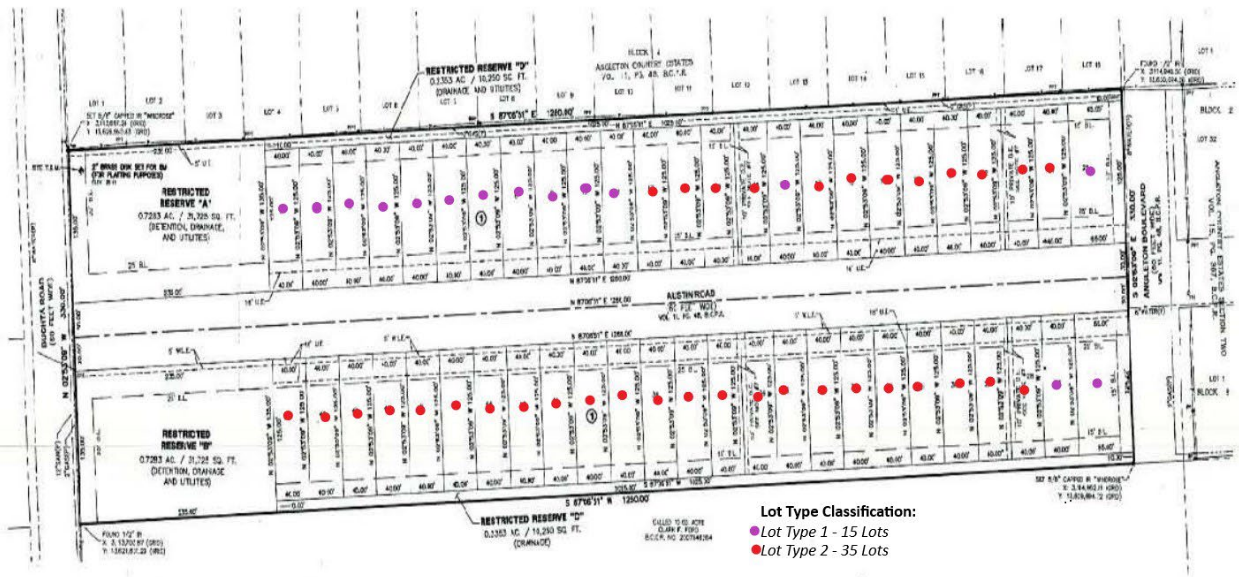
| Installment Due January 31, | Principal | Interest[a] | Annual Collection Costs[b] | Annual Installment[b] |
|---|---|---|---|---|
| 2027 | $ 26,734.60 | $ 24,711.78 | $ 13,000.00 | $ 64,446.38 |
| 2028 | $ 27,803.98 | $ 23,642.40 | $ 13,260.00 | $ 64,706.38 |
| 2029 | $ 28,916.14 | $ 22,530.24 | $ 13,525.20 | $ 64,971.58 |
| 2030 | $ 30,072.79 | $ 21,373.60 | $ 13,795.70 | $ 65,242.09 |
| 2031 | $ 31,275.70 | $ 20,170.68 | $ 14,071.62 | $ 65,518.00 |
| 2032 | $ 32,526.73 | $ 18,919.66 | $ 14,353.05 | $ 65,799.44 |
| 2033 | $ 33,827.80 | $ 17,618.59 | $ 14,640.11 | $ 66,086.50 |
| 2034 | $ 35,180.91 | $ 16,265.48 | $ 14,932.91 | $ 66,379.30 |
| 2035 | $ 36,588.15 | $ 14,858.24 | $ 15,231.57 | $ 66,677.96 |
| 2036 | $ 38,051.67 | $ 13,394.71 | $ 15,536.20 | $ 66,982.59 |
| 2037 | $ 39,573.74 | $ 11,872.65 | $ 15,846.93 | $ 67,293.31 |
| 2038 | $ 41,156.69 | $ 10,289.70 | $ 16,163.87 | $ 67,610.25 |
| 2039 | $ 42,802.96 | $ 8,643.43 | $ 16,487.14 | $ 67,933.53 |
| 2040 | $ 44,515.07 | $ 6,931.31 | $ 16,816.89 | $ 68,263.27 |
| 2041 | $ 46,295.68 | $ 5,150.71 | $ 17,153.22 | $ 68,599.61 |
| 2042 | $ 48,147.50 | $ 3,298.88 | $ 17,496.29 | $ 68,942.67 |
| 2043 | $ 34,324.51 | $ 1,372.98 | $ 17,846.21 | $ 53,543.71 |
| **Total** | **$ 617,794.62** | **$ 241,045.03** | **$ 260,156.92** | **$ 1,118,996.57** |

**Footnotes:**

[a] Interest is calculated at a rate of 4.00%.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

# EXHIBIT C – LOT TYPE CLASSIFICATION MAP



# EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Lot Type 1
- Lot Type 2

## GREEN TRAILS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 1 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] 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: $12,234.05**

As the purchaser of the real property described above, you are obligated to pay assessments to the 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 ***Green Trails 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 the 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 the City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

| | |
|---|---|
| DATE: | DATE: |
| _______________________________ | _______________________________ |
| SIGNATURE OF PURCHASER | SIGNATURE OF PURCHASER |

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

| | |
|---|---|
| DATE: | DATE: |
| _______________________________ | _______________________________ |
| SIGNATURE OF SELLER | SIGNATURE OF SELLER][2] |

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

| | |
|---|---|
| DATE: | DATE: |
| ______________________________ | ______________________________ |
| SIGNATURE OF PURCHASER | SIGNATURE OF PURCHASER |

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

The foregoing instrument was acknowledged before me by______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

______________________________ ______________________________
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

The foregoing instrument was acknowledged before me by______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

## ANNUAL INSTALLMENTS - LOT TYPE 1

| Installment Due January 31, | Principal | Interest[a] | Annual Collection Costs[b] | Annual Installment[b] |
|---|---|---|---|---|
| 2027 | $ 560.56 | $ 489.36 | $ 257.44 | $ 1,307.36 |
| 2028 | $ 582.99 | $ 466.94 | $ 262.58 | $ 1,312.51 |
| 2029 | $ 606.31 | $ 443.62 | $ 267.84 | $ 1,317.76 |
| 2030 | $ 630.56 | $ 419.37 | $ 273.19 | $ 1,323.12 |
| 2031 | $ 655.78 | $ 394.15 | $ 278.66 | $ 1,328.58 |
| 2032 | $ 682.01 | $ 367.91 | $ 284.23 | $ 1,334.16 |
| 2033 | $ 709.29 | $ 340.63 | $ 289.91 | $ 1,339.84 |
| 2034 | $ 737.66 | $ 312.26 | $ 295.71 | $ 1,345.64 |
| 2035 | $ 767.17 | $ 282.76 | $ 301.63 | $ 1,351.55 |
| 2036 | $ 797.86 | $ 252.07 | $ 307.66 | $ 1,357.59 |
| 2037 | $ 829.77 | $ 220.15 | $ 313.81 | $ 1,363.74 |
| 2038 | $ 862.96 | $ 186.96 | $ 320.09 | $ 1,370.02 |
| 2039 | $ 897.48 | $ 152.44 | $ 326.49 | $ 1,376.42 |
| 2040 | $ 933.38 | $ 116.55 | $ 333.02 | $ 1,382.95 |
| 2041 | $ 970.72 | $ 79.21 | $ 339.68 | $ 1,389.61 |
| 2042 | $ 1,009.54 | $ 40.38 | $ 346.48 | $ 1,396.40 |
| **Total** | **$ 12,234.05** | **$ 4,564.77** | **$ 4,798.43** | **$ 21,597.25** |

**Footnotes:**

[a] Interest is calculated at a rate of 4.00%.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

## GREEN TRAILS PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] 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: $12,773.05**

As the purchaser of the real property described above, you are obligated to pay assessments to the 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 ***Green Trails 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 the 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 the City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

| | |
|---|---|
| DATE: | DATE: |
| ______________________________ | ______________________________ |
| SIGNATURE OF PURCHASER | SIGNATURE OF PURCHASER |

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

The foregoing instrument was acknowledged before me by______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

______________________________ ______________________________
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

The foregoing instrument was acknowledged before me by_______________________ and _____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

## ANNUAL INSTALLMENTS - LOT TYPE 2

| Installment Due January 31, | Principal | Interest[a] | Annual Collection Costs[b] | Annual Installment[b] |
|---|---|---|---|---|
| 2027 | $ 539.00 | $ 510.92 | $ 268.78 | $ 1,318.70 |
| 2028 | $ 560.56 | $ 489.36 | $ 274.15 | $ 1,324.08 |
| 2029 | $ 582.99 | $ 466.94 | $ 279.64 | $ 1,329.56 |
| 2030 | $ 606.31 | $ 443.62 | $ 285.23 | $ 1,335.16 |
| 2031 | $ 630.56 | $ 419.37 | $ 290.93 | $ 1,340.86 |
| 2032 | $ 655.78 | $ 394.15 | $ 296.75 | $ 1,346.68 |
| 2033 | $ 682.01 | $ 367.91 | $ 302.69 | $ 1,352.61 |
| 2034 | $ 709.29 | $ 340.63 | $ 308.74 | $ 1,358.67 |
| 2035 | $ 737.66 | $ 312.26 | $ 314.92 | $ 1,364.84 |
| 2036 | $ 767.17 | $ 282.76 | $ 321.21 | $ 1,371.14 |
| 2037 | $ 797.86 | $ 252.07 | $ 327.64 | $ 1,377.57 |
| 2038 | $ 829.77 | $ 220.15 | $ 334.19 | $ 1,384.12 |
| 2039 | $ 862.96 | $ 186.96 | $ 340.88 | $ 1,390.80 |
| 2040 | $ 897.48 | $ 152.44 | $ 347.69 | $ 1,397.62 |
| 2041 | $ 933.38 | $ 116.55 | $ 354.65 | $ 1,404.57 |
| 2042 | $ 970.72 | $ 79.21 | $ 361.74 | $ 1,411.67 |
| 2043 | $ 1,009.54 | $ 40.38 | $ 368.97 | $ 1,418.90 |
| **Total** | **$ 12,773.05** | **$ 5,075.69** | **$ 5,378.81** | **$ 23,227.55** |

**Footnotes:**

[a] Interest is calculated at a rate of 4.00%.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

THE HEART OF BRAZORIA COUNTY ANGLETON

# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** July 28, 2026

**PREPARED BY:** Susie Hernandez, Finance Director

**AGENDA CONTENT:** Discussion and possible action to approve Ordinance No. 20260728-004 the 2026 update to the service and assessment plan and assessment roll for the Riverwood Ranch Public Improvement District; making and adopting findings; accepting and approving the annual service plan update and updated assessment roll for the district; providing an effective date and other matters related thereto.

**AGENDA ITEM SECTION:** Consent Agenda

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

**FUND:** None

**EXECUTIVE SUMMARY:**

Capitalized terms used in this 2026 Annual Service Plan Update shall have the meanings set forth in the Service and Assessment Plan (the "SAP"), used for the benefit of the property in the District.

The City Council passed and approved Resolution 20191112-011 authorizing the creation of the Riverwood Public Improvement District (the "District") in accordance with the PID Act, as amended, which authorization was effective upon publication as required by the PID Act.

On December 8, 2020, the City passed and approved Ordinance 20201208-108 which approved an Assessment Ordinance, which was subsequently rescinded by the City Council by ordinance on September 14, 2021. The service and assessment plan approved on September 14, 2021 by Ordinance 20211012-013 (the "Service and Assessment Plan")replaced in its entirety the previously approved plan approved by Ordinance 20201208-108. Ordinance 20211012-013 also levied assessments against benefited properties within the District and established a lien on such properties.

The SAP identified the Authorized Improvements to be constructed, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026. This 2026 Annual Service Plan Update also updates the Assessment Roll for 2026.

**RECOMMENDATION:**

Staff recommends that City Council holds discussions and pass the ordinance approving the 2026 Annual Service Plan Update and updates to the Assessment Roll for 2026.

# ORDINANCE NO. 20260728-004

**AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING THE 2026 UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE RIVERWOOD RANCH PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; ACCEPTING AND APPROVING THE ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR THE DISTRICT; PROVIDING AN EFFECTIVE DATE AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, On November 12, 2019, the City passed and approved Resolution 20191112-011 authorizing the creation of the Riverwood Ranch Public Improvement District (the "District") in accordance with the PID Act, as amended, which authorization was effective upon publication as required by the PID Act.

**WHEREAS**, On December 8, 2020, the City passed and approved Ordinance 20201208-108 which approved an Assessment Ordinance, which was subsequently rescinded by the City Council by ordinance on September 14, 2021. The service and assessment plan approved on September 14, 2021 by Ordinance 20211012-013 (the "Service and Assessment Plan")replaced in its entirety the previously approved plan approved by Ordinance 20201208-108. Ordinance 20211012-013 also levied assessments against benefited properties within the District and established a lien on such properties.

**WHEREAS,** all capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Service and Assessment Plan; and

**WHEREAS**, Section 372.013 of the Act and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll for the District be reviewed and updated annually for the purpose of determining the annual budget for improvements (the **"**Annual Service Plan Update**"**); and

**WHEREAS**, the Annual Service Plan Update and updated Assessment Roll for Fiscal Year 2026 attached as Exhibit A ( the "2026 Annual Service Plan Update) hereto conforms the Assessment Roll to the annual principal and interest payment schedule required for the Facilities and Creation Costs Reimbursement Agreement and updates the Service and Assessment Plan and Assessment Roll to reflect prepayments, property divisions and changes to the cost and/or budget allocations for the Authorized Improvements that occur during the year, if any and the annual administrative costs of the District; and

**WHEREAS**, the City Council now desires to proceed with the adoption of this Ordinance and hereby approves and adopts the 2026 Annual Service Plan Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the Act.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:**

**SECTION 1.** *Findings*. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes and are hereby adopted.

**SECTION 2**. *Annual Service Plan Update*. The 2026 Annual Service Plan Update with updated Assessment Roll attached hereto as Exhibit A is hereby accepted and approved and complies with the Act in all matters as required.

**SECTION 3**. *Cumulative Repealer*. This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that ordinance and for that purpose the ordinance shall remain in full force and effect.

**SECTION 4**. *Severability*. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

**SECTION 5**. *Effective Date*. This Ordinance shall take effect, and the provisions and terms of the Annual Service Plan Update shall be and become effective upon passage and execution hereof.

**SECTION 6**. *Filing of Record*. The City Secretary is directed to cause a copy of this Ordinance, including the 2026 Update, to be recorded in the real property records of Brazoria County not later than the seventh day after the date the City Council adopts this Ordinance approving the 2026 Update.

**SECTION 7**. *Website Posting*. The City Secretary is directed to post a copy of 2026 Update, including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, on the internet website maintained or used by the City for the purposes of Section 26.18, Texas Tax Code, as amended, not later than the seventh day after the date the City Council adopts the 2026 Update.

**SECTION 8**. *Appraisal District*. The City Secretary is directed to cause a copy of the 2026 Update, including the Assessment Rolls, in the format required by Section 372.017(b) of the PID Act, to be submitted to the Brazoria Central Appraisal District not later than the seventh day after the date the City Council adopts this Ordinance approving the 2026 Update.

[Signature Page Follows]

**PASSED AND APPROVED on this 28TH day of July, 2026.**

John Wright
Mayor

ATTEST:

Desiree Henson
City Secretary

APPROVED AS TO LEGAL FORM:

Grady Randle
City Attorney

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared John Wright, Mayor of the City of Angleton, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this ___________________________________.

_____________________________________________
Notary Public, State of Texas

[NOTARY STAMP]

# EXHIBIT A

## 2026 UPDATE TO RIVERWOOD RANCH PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN

# RIVERWOOD RANCH
# PUBLIC IMPROVEMENT DISTRICT
## 2026 ANNUAL SERVICE PLAN UPDATE

JULY 28, 2026

# INTRODUCTION

Capitalized terms used in this 2026 Annual Service Plan Update not otherwise defined herein shall have the meanings set forth in the Service and Assessment Plan (the “SAP”).

The District was created pursuant to the PID Act, by Resolution No. 20191112-011 on November 12, 2019 by the governing body of the City of Angleton (“the Governing Body”) to finance certain public improvement projects for the benefit of the property in the District.

On December 8, 2020, the Governing Body passed and approved Ordinance 20201208-108 which approved an Assessment Ordinance, which was subsequently rescinded by the Governing Body by ordinance on September 14, 2021. The Service and Assessment Plan approved on September 14, 2021 by Ordinance 20211012-013 replaced in its entirety the previously approved plan approved by Ordinance 20201208-108. Ordinance 20211012-013 also levied assessments against benefited properties within the District and established a lien on such properties.

On August 23, 2022, the Governing Body approved the 2022 Annual Service Plan Update for the District by adopting Ordinance No. 20220823-12, which updated the Assessment Roll within the District for 2022.

On September 12, 2023, the Governing Body approved the 2023 Annual Service Plan Update for the District by adopting Ordinance No. 20230912-018, which updated the Assessment Roll within the District for 2023.

On September 10, 2024, the Governing Body approved the 2024 Annual Service Plan Update for the District by adopting Ordinance No. 20240910-015, which updated the Assessment Roll within the District for 2024.

On August 26, 2025, the Governing Body approved the 2025 Annual Service Plan Update for the District by adopting Ordinance No. 20250826-004, which updated the Assessment Roll within the District for 2025.

The SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026.

The Governing Body also adopted each Assessment Roll identifying the Assessments on Parcel of Assessed Property within the District, based on the method of assessment identified in the SAP. This 2026 Annual Service Plan Update also updates the Assessment Rolls for 2026.

## PARCEL SUBDIVISION

The final plat of Riverwood Ranch Section 1 was filed and recorded within the County as document number 2021015058 on March 11, 2021.

The final plat of Riverwood Ranch Section 2 was filed and recorded within the County as document number 2022026414 on May 2, 2022.

See **Exhibit C** for the Lot Type classification map.

## LOT AND HOME SALES

Current ownership within the District is based on information provided by the Owner and available information and is subject to change as development occurs and property is conveyed. Updated ownership and development information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") by searching for the District. For Assessments securing reimbursement obligations to the Owner, the summary of current ownership within the property securing such Assessment is based on information provided by the Owner and other publicly available records.

See **Exhibit D** for the buyer disclosures.

## AUTHORIZED IMPROVEMENTS

A summary of the Authorized Improvements, including the original estimated costs of the Authorized Improvements and allocation of such costs, is provided in the SAP. The Authorized Improvements and estimated costs as described in the SAP are for Assessment purposes and do not represent a guarantee of construction timing or Actual Costs.

Information regarding the status of Authorized Improvements, including construction progress, estimated completion timing, and budget information, including any updates to the original estimates of costs, is based on information provided by the Owner and other available project information at the time such information is compiled. Such information may be updated from time to time.

## OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of $4,492,469.81.

Information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via EMMA website by searching for the District. For Assessments securing reimbursement obligations to the Owner, the summary of current construction status within the property securing such Assessment is based on information provided by the Owner and other publicly available records.

## ANNUAL INSTALLMENT DUE 1/31/2027

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is shown below.

| District | | |
|---|---|---|
| Due January 31, 2027 | | |
| Principal | $ | 108,268.73 |
| Interest | $ | 179,698.79 |
| TIRZ No. Annual Credit Amour | $ | - |
| Annual Collection Costs | $ | 14,802.84 |
| **Total Annual Installment** | **$** | **302,770.36** |

  - ***TIRZ Credit*** – The principal and interest credit from the TIRZ No. 2 Fund for the Annual Installment is calculated on a per lot basis as shown in the Assessment Roll.

- ***Annual Collection Costs*** – The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for the District is shown below.

| District | |
|---|---|
| **Annual Collection Costs** | |
| Administration | $ 9,987.84 |
| City Auditor | 1,000.00 |
| Filing Fees | 1,000.00 |
| County Collection | 200.00 |
| Collection Cost Maintenance Balance | 3,500.00 |
| Less CCMB Credit from Prior Years | (885.00) |
| **Total Annual Collection Costs** | **$ 14,802.84** |

See **Exhibit B** for the Annual Installment schedule for the District.

## PREPAYMENT OF ASSESSMENTS

Information regarding any full or partial Prepayments of the Assessments is reflected in the corresponding Assessment Roll.

## TIRZ ANNUAL CREDIT

The TIRZ No. 2 Annual Credit Amount shall only be applied, as further described in the SAP. The TIRZ No. 2 Annual Credit Amount by Parcel is included in the corresponding Assessment Roll attached hereto as **Exhibit A**.

## SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years, and is included below:

| District | | | | | | |
|---|---|---|---|---|---|---|
| **Installment Due** | | **1/31/2027** | **1/31/2028** | **1/31/2029** | **1/31/2030** | **1/31/2031** |
| Principal | | $ 108,268.73 | $ 112,599.47 | $ 117,103.46 | $ 121,787.60 | $ 126,659.10 |
| Interest | | $ 179,698.79 | $ 175,368.04 | $ 170,864.06 | $ 166,179.93 | $ 161,308.42 |
| TIRZ No. 2 Annual Credit Amount[1] | | $ - | $ - | $ - | $ - | $ - |
| | (1) | $ 287,967.52 | $ 287,967.52 | $ 287,967.52 | $ 287,967.52 | $ 287,967.52 |
| Annual Collection Cost | (2) | $ 14,802.84 | $ 12,431.60 | $ 12,680.23 | $ 12,933.83 | $ 13,192.51 |
| **Total Installment** | **(3) = (1) + (2)** | **$ 302,770.36** | **$ 300,399.11** | **$ 300,647.75** | **$ 300,901.35** | **$ 301,160.03** |

**Footnotes:**

1) The TIRZ No. 2 Revenue generated by the Improvement Area #1 Assessed Property for the previous Tax Year shall be applied on a parcel by parcel basis to reduce principal required for the Improvement Area #1 Annual Installment due January 31, 2026. The TIRZ No. 2 Annual Credit Amount shall be updated each year in the Annual Service Plan Update as TIRZ No. 2 Revenue is generated.

## ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the corresponding Assessment Roll attached hereto as **Exhibit A**. The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot. The Parcels or Lots of Assessed Property shown on the corresponding Assessment Roll will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The Parcel IDs shown within an Assessment Roll are subject to change based on the final certified rolls provided by the County prior to billing.

## ADDITIONAL INFORMATION

If the owner of a Parcel claims that an error has been made in any Assessment Roll required by the SAP, a prior Annual Service Plan Update, or this 2026 Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator (at admin@p3-works.com) by December 1st of the year in connection with the approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the Annual Service Plan Update. The Administrator shall provide a written response to the Governing Body and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The Governing Body 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 Governing Body shall make a final determination as to whether an error has been made. If the Governing Body determines that an error has been made, the Governing Body shall take such corrective action as is authorized by the PID Act, this 2026 Annual Service Plan Update, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the Governing Body. The determination by the Governing Body as to whether an error has been made, and any corrective action taken by the Governing Body shall be final and binding on the owner and the Administrator.

# EXHIBIT A – ASSESSMENT ROLL

| | | | District | | | |
|---|---|---|---|---|---|---|
| Property ID[a] | Lot Type | Note | Outstanding Assessment[b] | Annual Installment before TIRZ | TIRZ #2 Annual Credit Amount | Annual Installment Due 1/31/2027[b],[c],[g] |
| 700120 | Non-Benefited Property | | $ - | $ - | TBD | $ - |
| 700121 | Non-Benefited Property | | $ - | $ - | TBD | $ - |
| 700122 | Non-Benefited Property | | $ - | $ - | TBD | $ - |
| 700123 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700124 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700125 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700126 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700127 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 700128 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 700129 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 700130 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 700131 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 700132 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 700133 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700134 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700135 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700136 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700137 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700138 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 700139 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700140 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700141 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700142 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700143 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700144 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700145 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700146 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700147 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700148 | 1 | [d] | $ - | $ - | $ - | $ - |
| 700149 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700150 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700151 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700152 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700153 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700154 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700155 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700156 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 700157 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 700158 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 700159 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |

| Property ID[a] | Lot Type | Note | District Outstanding Assessment[b] | District Annual Installment before TIRZ | District TIRZ #2 Annual Credit Amount | District Annual Installment Due 1/31/2027[b],[c],[g] |
|---|---|---|---|---|---|---|
| 700160 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 700161 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700162 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700163 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700164 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700165 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700166 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700170 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700171 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700172 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700173 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700174 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700175 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700176 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700177 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700178 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700179 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700180 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700181 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 700182 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 700183 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 700184 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700185 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700186 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700187 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700188 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700189 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700190 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700191 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 700192 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 700193 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 700194 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 700195 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 700196 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700197 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 700198 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700199 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700200 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700201 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700203 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |

| Property ID[a] | Lot Type | Note | District: Outstanding Assessment[b] | District: Annual Installment before TIRZ | District: TIRZ #2 Annual Credit Amount | District: Annual Installment Due 1/31/2027[b],[c],[g] |
|---|---|---|---|---|---|---|
| 700204 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700205 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700206 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700207 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 700208 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 700209 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700210 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700211 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700212 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700213 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700214 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700215 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700216 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700217 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 700218 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 700219 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700220 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700221 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 700222 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706579 | Non-Benefited Property | | $ - | $ - | TBD | $ - |
| 706580 | Non-Benefited Property | | $ - | $ - | TBD | $ - |
| 706581 | Non-Benefited Property | | $ - | $ - | TBD | $ - |
| 706582 | Non-Benefited Property | | $ - | $ - | TBD | $ - |
| 706583 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706584 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706585 | 1 | [e] | $ 21,218.73 | $ 715.02 | TBD | $ 715.02 |
| 706586 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706587 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706588 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706589 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706590 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706591 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706592 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706593 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706594 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706595 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706596 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 706597 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 706598 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 706599 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |

| Property ID[a] | Lot Type | Note | District<br>Outstanding Assessment[b] | Annual Installment before TIRZ | TIRZ #2 Annual Credit Amount | Annual Installment Due 1/31/2027[b],[c],[g] |
|---|---|---|---|---|---|---|
| 706600 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706601 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706602 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706603 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 706604 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 706605 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 706606 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706607 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706608 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706609 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706610 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706611 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706612 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706613 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706614 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706615 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706616 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706617 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706618 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706619 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706620 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706621 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706622 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706623 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706624 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706625 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706626 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706627 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706628 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 706629 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 706630 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706631 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706632 | 1 | [f] | $ 21,218.73 | $ 715.02 | TBD | $ 715.02 |
| 706633 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706634 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706635 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706636 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706637 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706638 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706639 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |

| Property ID[a] | Lot Type | Note | District: Outstanding Assessment[b] | District: Annual Installment before TIRZ | District: TIRZ #2 Annual Credit Amount | District: Annual Installment Due 1/31/2027[b],[c],[g] |
|---|---|---|---|---|---|---|
| 706640 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706641 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706642 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706643 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706644 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 706645 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 706646 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706647 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706648 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706649 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 717110 | 1 | [e] | $ 21,218.73 | $ 715.02 | TBD | $ 715.02 |
| 716545 | 1 | [f] | $ 21,218.73 | $ 715.02 | TBD | $ 715.02 |
| 706650 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706651 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706652 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706653 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706654 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706655 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706656 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706657 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706658 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706659 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706660 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706661 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706662 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706663 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706664 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706665 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706666 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706667 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706668 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706669 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706670 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706671 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706672 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706673 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706674 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706675 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706676 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 706677 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |

| | | | District | | | |
|---|---|---|---|---|---|---|
| Property ID[a] | Lot Type | Note | Outstanding Assessment[b] | Annual Installment before TIRZ | TIRZ #2 Annual Credit Amount | Annual Installment Due 1/31/2027[b],[c],[g] |
| 706678 | 2 | | $ 23,139.19 | $ 1,559.47 | TBD | $ 1,559.47 |
| 706679 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706680 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706681 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706682 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706683 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706684 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 706685 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706686 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 706687 | 3 | | $ 25,153.33 | $ 1,695.21 | TBD | $ 1,695.21 |
| 706688 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706689 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706690 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| 706691 | 1 | | $ 21,218.73 | $ 1,430.04 | TBD | $ 1,430.04 |
| **District Total** | | | **$ 4,492,469.81** | **$ 302,770.36** | **$ -** | **$ 302,770.65** |

Footnotes:

[a] Subject to change based on final certified rolls provided by the county prior to billing.

[b] Totals may not match outstanding Assessment or annual installment due to rounding.

[c] Cumulative of TIRZ No. 2 Annual Credit Amount.

[d] Property ID has prepaid their Assessment in full.

[e] Undivided interest of parent Property ID 717109 located at 208 Bennett Loop, billed 50% to Property ID 706585 and 50% to Property ID 717110.

[f] Undivided interest of parent Property ID 716544 located at 308 Bennett St, billed 50% to Property ID 706632 and 50% to Property ID 716545.

[g] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

# EXHIBIT B – DISTRICT ANNUAL INSTALLMENTS

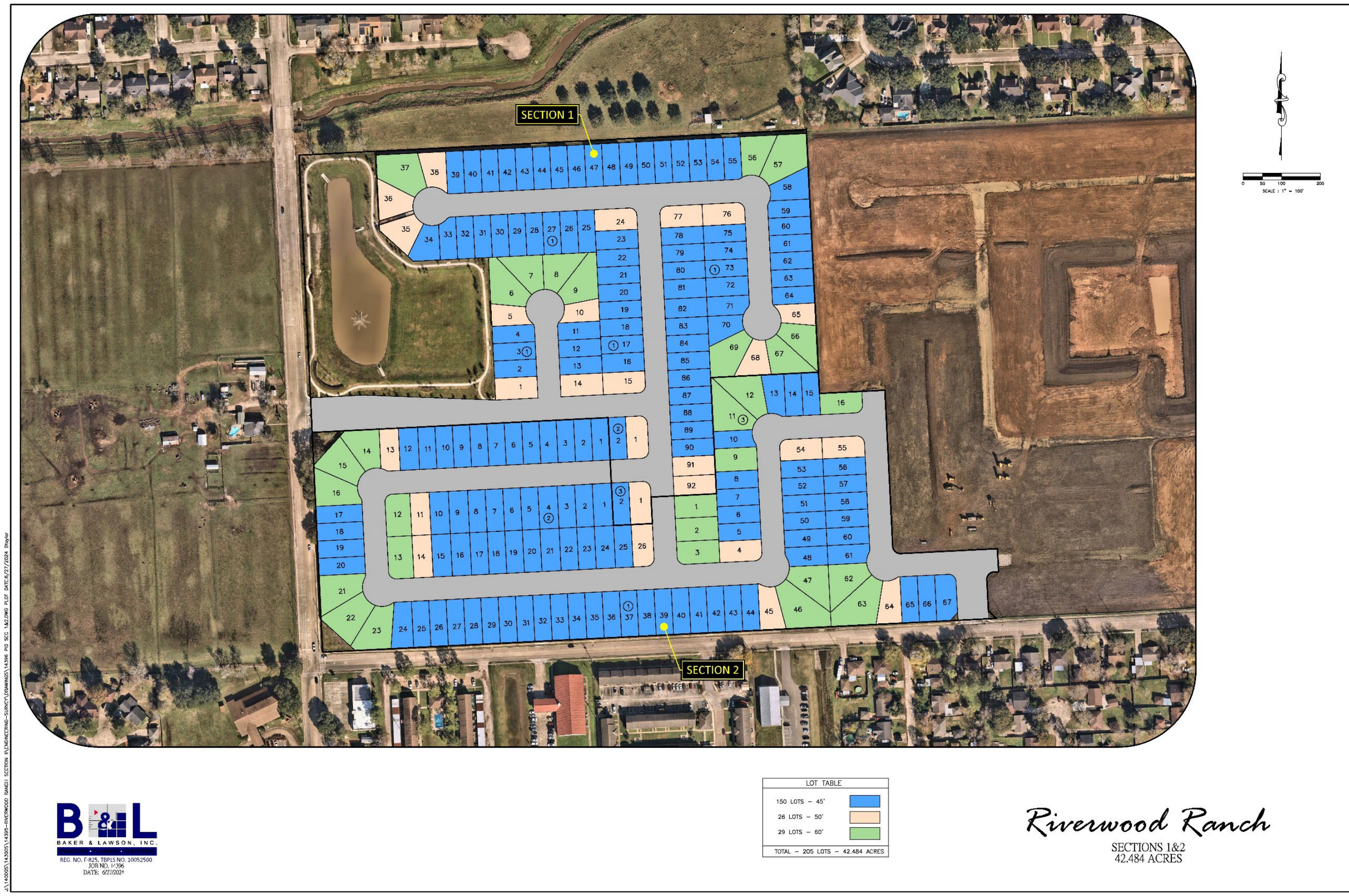
| Installment Due Janaury | Principal | Interest [a] | Additional Interest [b] | Annual Collection Costs | Total Annual Installment [b] |
|---|---|---|---|---|---|
| 2027 | $ 108,268.73 | $ 179,698.79 | - | 14,802.84 | 302,770.36 |
| 2028 | $ 112,599.47 | $ 175,368.04 | - | 12,431.60 | 300,399.11 |
| 2029 | $ 117,103.46 | $ 170,864.06 | - | 12,680.23 | 300,647.75 |
| 2030 | $ 121,787.60 | $ 166,179.93 | - | 12,933.83 | 300,901.35 |
| 2031 | $ 126,659.10 | $ 161,308.42 | - | 13,192.51 | 301,160.03 |
| 2032 | $ 131,725.46 | $ 156,242.06 | - | 13,456.36 | 301,423.88 |
| 2033 | $ 136,994.48 | $ 150,973.04 | - | 13,725.49 | 301,693.01 |
| 2034 | $ 142,474.26 | $ 145,493.26 | - | 14,000.00 | 301,967.52 |
| 2035 | $ 148,173.23 | $ 139,794.29 | - | 14,280.00 | 302,247.52 |
| 2036 | $ 154,100.16 | $ 133,867.36 | - | 14,565.60 | 302,533.12 |
| 2037 | $ 160,264.16 | $ 127,703.35 | - | 14,856.91 | 302,824.43 |
| 2038 | $ 166,674.74 | $ 121,292.79 | - | 15,154.05 | 303,121.57 |
| 2039 | $ 173,341.73 | $ 114,625.80 | - | 15,457.13 | 303,424.65 |
| 2040 | $ 180,275.39 | $ 107,692.13 | - | 15,766.27 | 303,733.79 |
| 2041 | $ 187,486.41 | $ 100,481.11 | - | 16,081.60 | 304,049.12 |
| 2042 | $ 194,985.87 | $ 92,981.66 | - | 16,403.23 | 304,370.75 |
| 2043 | $ 202,785.30 | $ 85,182.22 | - | 16,731.29 | 304,698.82 |
| 2044 | $ 210,896.71 | $ 77,070.81 | - | 17,065.92 | 305,033.44 |
| 2045 | $ 219,332.57 | $ 68,634.94 | - | 17,407.24 | 305,374.75 |
| 2046 | $ 228,105.89 | $ 59,861.64 | - | 17,755.38 | 305,722.91 |
| 2047 | $ 237,230.12 | $ 50,737.40 | - | 18,110.49 | 306,078.01 |
| 2048 | $ 246,719.32 | $ 41,248.20 | - | 18,472.70 | 306,440.22 |
| 2049 | $ 256,588.09 | $ 31,379.43 | - | 18,842.15 | 306,809.67 |
| 2050 | $ 266,851.61 | $ 21,115.90 | - | 19,219.00 | 307,186.51 |
| 2051 | $ 261,045.97 | $ 10,441.84 | - | 19,603.38 | 291,091.19 |
| **Total** | **$4,492,469.81** | **$ 2,690,238.50** | **$ -** | **$ 392,995.17** | **$ 7,575,703.48** |

**Footnotes:**

[a] Interest is calculated at an average rate of 4.00%.

[b] 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 C – LOT CLASSIFICATION MAP



# EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Lot Type 1
- Lot Type 2
- Lot Type 3

# RIVERWOOD RANCH PUBLIC IMPROVEMENT DISTRICT - LOT TYPE 1 - BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] 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: $21,218.73**

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 Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Angleton. The exact amount of each annual installment will be approved each year by the Angleton City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

| | |
|---|---|
| DATE: | DATE: |
| SIGNATURE OF PURCHASER | SIGNATURE OF PURCHASER |

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

| | |
|---|---|
| DATE: | DATE: |
| SIGNATURE OF SELLER | SIGNATURE OF SELLER][2] |

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

______________________________ ______________________________
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _______ §

The foregoing instrument was acknowledged before me by______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____________________________ _____________________________
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF ________ §

The foregoing instrument was acknowledged before me by______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

# ANNUAL INSTALLMENTS - LOT TYPE 1

| Installment Due January 31, | Principal | Interest [a] | Annual Collection Costs | Total Annual Installment [b],[c] |
|---|---|---|---|---|
| 2027 | 511.37 | 848.75 | 69.92 | 1,430.04 |
| 2028 | 531.83 | 828.29 | 58.72 | 1,418.84 |
| 2029 | 553.10 | 807.02 | 59.89 | 1,420.01 |
| 2030 | 575.22 | 784.90 | 61.09 | 1,421.21 |
| 2031 | 598.23 | 761.89 | 62.31 | 1,422.43 |
| 2032 | 622.16 | 737.96 | 63.56 | 1,423.68 |
| 2033 | 647.05 | 713.07 | 64.83 | 1,424.95 |
| 2034 | 672.93 | 687.19 | 66.12 | 1,426.25 |
| 2035 | 699.85 | 660.27 | 67.45 | 1,427.57 |
| 2036 | 727.84 | 632.28 | 68.80 | 1,428.92 |
| 2037 | 756.96 | 603.17 | 70.17 | 1,430.29 |
| 2038 | 787.23 | 572.89 | 71.58 | 1,431.70 |
| 2039 | 818.72 | 541.40 | 73.01 | 1,433.13 |
| 2040 | 851.47 | 508.65 | 74.47 | 1,434.59 |
| 2041 | 885.53 | 474.59 | 75.96 | 1,436.08 |
| 2042 | 920.95 | 439.17 | 77.48 | 1,437.60 |
| 2043 | 957.79 | 402.33 | 79.02 | 1,439.15 |
| 2044 | 996.10 | 364.02 | 80.61 | 1,440.73 |
| 2045 | 1,035.95 | 324.18 | 82.22 | 1,442.34 |
| 2046 | 1,077.38 | 282.74 | 83.86 | 1,443.98 |
| 2047 | 1,120.48 | 239.64 | 85.54 | 1,445.66 |
| 2048 | 1,165.30 | 194.82 | 87.25 | 1,447.37 |
| 2049 | 1,211.91 | 148.21 | 88.99 | 1,449.12 |
| 2050 | 1,260.39 | 99.73 | 90.77 | 1,450.90 |
| 2051 | 1,232.97 | 49.32 | 92.59 | 1,374.88 |
| **Total** | **$ 21,218.73** | **$ 12,706.48** | **$ 1,856.19** | **$ 35,781.40** |

**Footnotes:**

[a] Interest is calculated at an average rate of 4.00%.

[b] 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.

[c] The project Annual Installment does not include the Maximum TIRZ No. 2 Annual Credit Amount of $406.77 for Lot Type 1. The Assessment Roll shall be updated in each Annual Service Plan Update to include the actual TIRZ No. 2 Annual Credit Amount applicable to each lot.

# RIVERWOOD RANCH PUBLIC IMPROVEMENT DISTRICT - LOT TYPE 2 - BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] 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: $23,139.19**

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 Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Angleton. The exact amount of each annual installment will be approved each year by the Angleton City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

| | |
|---|---|
| DATE: | DATE: |
| SIGNATURE OF PURCHASER | SIGNATURE OF PURCHASER |

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

| | |
|---|---|
| DATE: | DATE: |
| SIGNATURE OF SELLER | SIGNATURE OF SELLER][2] |

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

| | |
|---|---|
| DATE: | DATE: |
| _______________________________ | _______________________________ |
| SIGNATURE OF PURCHASER | SIGNATURE OF PURCHASER |

STATE OF TEXAS §
§
COUNTY OF _______ §

The foregoing instrument was acknowledged before me by______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____________________________ _____________________________

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF ________ §

The foregoing instrument was acknowledged before me by______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

# ANNUAL INSTALLMENTS - LOT TYPE 2

| Installment Due January 31, | Principal | Interest [a] | Annual Collection Costs | Total Annual Installment [b],[c] |
|---|---|---|---|---|
| 2027 | 557.66 | 925.57 | 76.24 | 1,559.47 |
| 2028 | 579.96 | 903.26 | 64.03 | 1,547.25 |
| 2029 | 603.16 | 880.06 | 65.31 | 1,548.53 |
| 2030 | 627.29 | 855.94 | 66.62 | 1,549.84 |
| 2031 | 652.38 | 830.85 | 67.95 | 1,551.17 |
| 2032 | 678.47 | 804.75 | 69.31 | 1,552.53 |
| 2033 | 705.61 | 777.61 | 70.70 | 1,553.92 |
| 2034 | 733.84 | 749.39 | 72.11 | 1,555.33 |
| 2035 | 763.19 | 720.03 | 73.55 | 1,556.77 |
| 2036 | 793.72 | 689.51 | 75.02 | 1,558.25 |
| 2037 | 825.47 | 657.76 | 76.52 | 1,559.75 |
| 2038 | 858.49 | 624.74 | 78.05 | 1,561.28 |
| 2039 | 892.82 | 590.40 | 79.61 | 1,562.84 |
| 2040 | 928.54 | 554.69 | 81.21 | 1,564.43 |
| 2041 | 965.68 | 517.54 | 82.83 | 1,566.05 |
| 2042 | 1,004.31 | 478.92 | 84.49 | 1,567.71 |
| 2043 | 1,044.48 | 438.74 | 86.18 | 1,569.40 |
| 2044 | 1,086.26 | 396.97 | 87.90 | 1,571.12 |
| 2045 | 1,129.71 | 353.52 | 89.66 | 1,572.88 |
| 2046 | 1,174.90 | 308.33 | 91.45 | 1,574.68 |
| 2047 | 1,221.89 | 261.33 | 93.28 | 1,576.50 |
| 2048 | 1,270.77 | 212.46 | 95.15 | 1,578.37 |
| 2049 | 1,321.60 | 161.62 | 97.05 | 1,580.27 |
| 2050 | 1,374.46 | 108.76 | 98.99 | 1,582.21 |
| 2051 | 1,344.56 | 53.78 | 100.97 | 1,499.31 |
| **Total** | **$ 23,139.19** | **$ 13,856.51** | **$ 2,024.19** | **$ 39,019.89** |

**Footnotes:**

[a] Interest is calculated at an average rate of 4.00%.

[b] 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.

[c] The project Annual Installment does not include the Maximum TIRZ No. 2 Annual Credit Amount of $443.58 for Lot Type 2. The Assessment Roll shall be updated in each Annual Service Plan Update to include the actual TIRZ No. 2 Annual Credit Amount applicable to each lot.

# RIVERWOOD RANCH PUBLIC IMPROVEMENT DISTRICT – LOT TYPE 3 - BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

________________________

________________________

________________________

________________________

________________________

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANGLETON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

____________________________________________

STREET ADDRESS

**LOT TYPE 3 PRINCIPAL ASSESSMENT: $25,153.33**

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 Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Angleton. The exact amount of each annual installment will be approved each year by the Angleton City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

______________________________ ______________________________

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _______ §

The foregoing instrument was acknowledged before me by______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____________________________ _____________________________
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF ________ §

The foregoing instrument was acknowledged before me by______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

# ANNUAL INSTALLMENTS - LOT TYPE 3

| Installment Due January 31, | Principal | Interest [a] | Annual Collection Costs | Total Annual Installment [b],[c] |
|---|---|---|---|---|
| 2027 | 606.20 | 1,006.13 | 82.88 | 1,695.21 |
| 2028 | 630.44 | 981.89 | 69.60 | 1,681.93 |
| 2029 | 655.66 | 956.67 | 71.00 | 1,683.33 |
| 2030 | 681.89 | 930.44 | 72.42 | 1,684.75 |
| 2031 | 709.16 | 903.17 | 73.86 | 1,686.19 |
| 2032 | 737.53 | 874.80 | 75.34 | 1,687.67 |
| 2033 | 767.03 | 845.30 | 76.85 | 1,689.18 |
| 2034 | 797.71 | 814.62 | 78.39 | 1,690.72 |
| 2035 | 829.62 | 782.71 | 79.95 | 1,692.28 |
| 2036 | 862.81 | 749.52 | 81.55 | 1,693.88 |
| 2037 | 897.32 | 715.01 | 83.18 | 1,695.51 |
| 2038 | 933.21 | 679.12 | 84.85 | 1,697.18 |
| 2039 | 970.54 | 641.79 | 86.54 | 1,698.87 |
| 2040 | 1,009.36 | 602.97 | 88.28 | 1,700.61 |
| 2041 | 1,049.74 | 562.59 | 90.04 | 1,702.37 |
| 2042 | 1,091.73 | 520.60 | 91.84 | 1,704.17 |
| 2043 | 1,135.39 | 476.94 | 93.68 | 1,706.01 |
| 2044 | 1,180.81 | 431.52 | 95.55 | 1,707.88 |
| 2045 | 1,228.04 | 384.29 | 97.46 | 1,709.79 |
| 2046 | 1,277.16 | 335.17 | 99.41 | 1,711.74 |
| 2047 | 1,328.25 | 284.08 | 101.40 | 1,713.73 |
| 2048 | 1,381.38 | 230.95 | 103.43 | 1,715.76 |
| 2049 | 1,436.64 | 175.69 | 105.50 | 1,717.83 |
| 2050 | 1,494.10 | 118.23 | 107.61 | 1,719.94 |
| 2051 | 1,461.60 | 58.46 | 109.76 | 1,629.82 |
| **Total** | **$ 25,153.33** | **$ 15,062.64** | **$ 2,200.38** | **$ 42,416.36** |

**Footnotes:**

[a] Interest is calculated at an average rate of 4.00%.

[b] 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.

[c] The project Annual Installment does not include the Maximum TIRZ No. 2 Annual Credit Amount of $482.20 for Lot Type 3. The Assessment Roll shall be updated in each Annual Service Plan Update to include the actual TIRZ No. 2 Annual Credit Amount applicable to each lot.

THE HEART OF BRAZORIA COUNTY ANGLETON

# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** July 28, 2026

**PREPARED BY:** Susie Hernandez, Finance Director

**AGENDA CONTENT:** Discussion and possible action to approve Ordinance No. 20260728-005 the 2026 update to the service and assessment plan and assessment roll for the Riverwood Ranch North Public Improvement District; making and adopting findings; accepting and approving the annual service plan update and updated assessment roll for the district; providing an effective date and other matters related thereto.

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** None

**FUNDS REQUESTED:** None

**FUND:** None

**EXECUTIVE SUMMARY:**

The Riverwood Ranch North Public Improvement District was created pursuant to the PID Act, by Resolution No. 20231024-010 on October 24, 2023 by the City Council to finance certain public improvement projects for the benefit of the property in the District.

On April 23, 2024, City Council passed and approved Ordinance 20240423-009, which approved the Service and Assessment Plan and levied assessments against benefited properties within the District and established a lien on such properties.

The SAP identified the Authorized Improvements to be constructed, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026. This 2026 Annual Service Plan Update also updates the Assessment Roll for 2026.

**RECOMMENDATION:**

Staff recommends that City Council holds discussions and pass the ordinance approving the 2026 Annual Service Plan Update and updates to the Assessment Roll for 2026.

# ORDINANCE NO. 20260728-005

**AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING THE 2026 UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; ACCEPTING AND APPROVING THE ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR THE DISTRICT; PROVIDING AN EFFECTIVE DATE AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, The Riverwood Ranch North Public Improvement District (the “District”) was created pursuant to the PID Act, by Resolution No. 20231024-010 of the City Council on October 24, 2023, to finance certain public improvement projects for the benefit of the property in the District and

**WHEREAS**, On April 23, 2024, the City Council adopted and approved the Service and assessment plan for the District by Ordinance No. 20240423-009, (the “Service and Assessment Plan”), including an Assessment Roll, and levied Assessments on property within the District to finance the Authorized Improvements for the benefit of such property; and

**WHEREAS,** all capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Service and Assessment Plan; and

**WHEREAS**, Section 372.013 of the Act and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be reviewed and updated annually for the purpose of determining the annual budget for improvements (the **“**Annual Service Plan Update”); and

**WHEREAS**, the Annual Service Plan Update and updated Assessment Roll for Fiscal Year 2026 attached as Exhibit A ( the “2026 Annual Service Plan Update) hereto conforms the Assessment Roll to the annual principal and interest payment schedule required for the PID Reimbursement Agreement and updates the Service and Assessment Plan and Assessment Roll to reflect prepayments, property divisions and changes to the cost and/or budget allocations for District Authorized Improvements that occur during the year, if any and the annual administrative costs of the District; and

**WHEREAS**, the City Council now desires to proceed with the adoption of this Ordinance and hereby approves and adopts the 2026 Annual Service Plan Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the Act.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:**

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

**<u>SECTION 2</u>**. *Annual Service Plan Update*. The 2026 Annual Service Plan Update with updated Assessment Roll attached hereto as <u>Exhibit A</u> is hereby accepted and approved and complies with the Act in all matters as required.

**<u>SECTION 3</u>**. *Cumulative Repealer*. This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that ordinance and for that purpose the ordinance shall remain in full force and effect.

**<u>SECTION 4</u>**. *Severability*. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

**<u>SECTION 6</u>**. *Filing of Record*. The City Secretary is directed to cause a copy of this Ordinance, including the 2026 Update, to be recorded in the real property records of Brazoria County not later than the seventh day after the date the City Council adopts this Ordinance approving the 2026 Update.

**<u>SECTION 7</u>**. *Website Posting*. The City Secretary is directed to post a copy of 2026 Update, including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, on the internet website maintained or used by the City for the purposes of Section 26.18, Texas Tax Code, as amended, not later than the seventh day after the date the City Council adopts the 2026 Update.

**<u>SECTION 8</u>**. *Appraisal District*. The City Secretary is directed to cause a copy of the 2026 Update, including the Assessment Rolls, in the format required by Section 372.017(b) of the PID Act, to be submitted to the Brazoria Central Appraisal District not later than the seventh day after the date the City Council adopts this Ordinance approving the 2026 Update.

**<u>SECTION 9</u>**. *Effective Date*. This ordinance shall take effect immediately from and after its passage as the law in such case provides.

**PASSED AND APPROVED on this the 28TH day of July, 2026.**

John Wright
Mayor

ATTEST:

Desiree Henson
City Secretary

APPROVED AS TO LEGAL FORM:

Grady Randle
City Attorney

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared John Wright, Mayor of the City of Angleton, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this ___________________________________.

_____________________________________________
Notary Public, State of Texas

[NOTARY STAMP]

# EXHIBIT A

## 2026 ANNUAL UPDATE TO THE RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN.

# RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT

## 2026 ANNUAL SERVICE PLAN UPDATE

JULY 28, 2026

# INTRODUCTION

Capitalized terms used in this 2026 Annual Service Plan Update not otherwise defined herein shall have the meanings set forth in the Service and Assessment Plan (the “SAP”).

The District was created pursuant to the PID Act, by Resolution No. 20231024-010 on October 24, 2023 by the governing body of the City of Angleton (“the Governing Body”) to finance certain public improvement projects for the benefit of the property in the District.

On April 23, 2024, the Governing Body passed and approved Ordinance 20240423-009 which approved the Service and Assessment Plan and levied assessments against benefited properties within the District and established a lien on such properties.

On August 26, 2025, the Governing Body approved the 2025 Annual Service Plan Update for the District by adopting Ordinance No. 20250826-005, which updated the Assessment Roll within the District for 2025.

The SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026.

The Governing Body also adopted each Assessment Roll identifying the Assessments on Parcel of Assessed Property within the District, based on the method of assessment identified in the SAP. This 2026 Annual Service Plan Update also updates the Assessment Rolls for 2026.

## PARCEL SUBDIVISION

The final plat of Riverwood Ranch North Section 1 was filed and recorded within the County as document number 2024030128 on July 16, 2024.

The final plat of Riverwood Ranch North Section 2 was filed and recorded with the County as document number 2024030126 on July 16, 2024.

See **Exhibit C** for the Lot Type classification map.

## LOT AND HOME SALES

Current ownership within the District is based on information provided by the Owner and available information and is subject to change as development occurs and property is conveyed. Updated ownership and development information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") by searching for the District. For Assessments securing reimbursement obligations to the Owner, the summary of current ownership within the property securing such Assessment is based on information provided by the Owner and other publicly available records.

See **Exhibit D** for the buyer disclosures.

## AUTHORIZED IMPROVEMENTS

A summary of the Authorized Improvements, including the original estimated costs of the Authorized Improvements and allocation of such costs, is provided in the SAP. The Authorized Improvements and estimated costs as described in the SAP are for Assessment purposes and do not represent a guarantee of construction timing or Actual Costs.

Information regarding the status of Authorized Improvements, including construction progress, estimated completion timing, and budget information, including any updates to the original estimates of costs, is based on information provided by the Owner and other available project information at the time such information is compiled. Such information may be updated from time to time.

# OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of $4,987,000.00.

Information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via EMMA website by searching for the District. For Assessments securing reimbursement obligations to the Owner, the summary of current construction status within the property securing such Assessment is based on information provided by the Owner and other publicly available records.

# ANNUAL INSTALLMENT DUE 1/31/2027

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is shown below.

| District | |
|---|---|
| Due January 31, 2027 | |
| Principal | $ 81,000.00 |
| Interest | $ 299,220.00 |
| TIRZ No. Annual Credit Amount | $ - |
| Annual Collection Costs | $ 26,741.74 |
| **Total Annual Installment** | **$ 406,961.74** |

  - ***TIRZ Credit*** – The principal and interest credit from the TIRZ No. 2 Fund for the Annual Installment is calculated on a per lot basis as shown in the Assessment Roll.

- ***Annual Collection Costs*** – The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for the District is shown below.

| District | |
|---|---|
| Annual Collection Costs | |
| Administration | $19,101.74 |
| City Auditor | 1,000.00 |
| Filing Fees | 1,000.00 |
| County Collection | 200.00 |
| Draw Request Review | 3,400.00 |
| Past Due P3Works, LLC Invoices | 2,040.00 |
| **Total Annual Collection Costs** | **$26,741.74** |

See **Exhibit B** for the Annual Installment schedule for the District.

## PREPAYMENT OF ASSESSMENTS

Information regarding any full or partial Prepayments of the Assessments is reflected in the corresponding Assessment Roll.

## TIRZ ANNUAL CREDIT

The TIRZ No. 2 Annual Credit Amount shall only be applied, as further described in the SAP. The TIRZ No. 2 Annual Credit Amount by Parcel is included in the corresponding Assessment Roll attached hereto as **Exhibit A**.

## SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years, and is included below:

| District | | | | | | |
|---|---|---|---|---|---|---|
| **Annual Installments Due** | | **1/31/2027** | **1/31/2028** | **1/31/2029** | **1/31/2030** | **1/31/2031** |
| Principal | | $ 81,000.00 | $ 85,000.00 | $ 90,000.00 | $ 94,000.00 | $ 99,000.00 |
| Interest[1] | | $ 299,220.00 | $ 294,360.00 | $ 289,260.00 | $ 283,860.00 | $ 278,220.00 |
| Additional Interest[2] | | $ - | $ - | $ - | $ - | $ - |
| TIRZ No. 2 Annual Credit Amount[3] | | $ - | $ - | $ - | $ - | $ - |
| | (1) | $ 380,220.00 | $ 379,360.00 | $ 379,260.00 | $ 377,860.00 | $ 377,220.00 |
| Annual Collection Costs | (2) | $ 26,741.74 | $ 25,195.77 | $ 25,699.69 | $ 26,213.68 | $ 26,737.96 |
| **Total Annual Installments** | **(3) = (1) + (2)** | **$ 406,961.74** | **$ 404,555.77** | **$ 404,959.69** | **$ 404,073.68** | **$ 403,957.96** |

**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.

[3] The TIRZ No. 2 Revenue generated by the Assessed Property for the previous Tax Year shall be applied on a parcel by parcel basis to reduce principal required for the Annual Installment due January 31, 2026. The TIRZ No. 2 Annual Credit Amount shall be updated each year in the Annual Service Plan Update as TIRZ No. 2 Revenue is generated.

# ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the corresponding Assessment Roll attached hereto as **Exhibit A**. The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot. The Parcels or Lots of Assessed Property shown on the corresponding Assessment Roll will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The Parcel IDs shown within an Assessment Roll are subject to change based on the final certified rolls provided by the County prior to billing.

## ADDITIONAL INFORMATION

If the owner of a Parcel claims that an error has been made in any Assessment Roll required by the SAP, a prior Annual Service Plan Update, or this 2026 Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator (at admin@p3-works.com) by December 1st of the year in connection with the approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the Annual Service Plan Update. The Administrator shall provide a written response to the Governing Body and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The Governing Body 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 Governing Body shall make a final determination as to whether an error has been made. If the Governing Body determines that an error has been made, the Governing Body shall take such corrective action as is authorized by the PID Act, this 2026 Annual Service Plan Update, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the Governing Body. The determination by the Governing Body as to whether an error has been made, and any corrective action taken by the Governing Body shall be final and binding on the owner and the Administrator.

# EXHIBIT A – ASSESSMENT ROLL

| | | District | | | |
|---|---|---|---|---|---|
| Property ID[a] | Lot Type | Outstanding Assessment[b] | Annual Installment before TIRZ | TIRZ #2 Annual Credit Amount | Annual Installment Due 1/31/2027[b],[c],[d] |
| 717939 | Non-Benefited | $ - | $ - | TBD | $ - |
| 717940 | Non-Benefited | $ - | $ - | TBD | $ - |
| 717941 | Non-Benefited | $ - | $ - | TBD | $ - |
| 717942 | Non-Benefited | $ - | $ - | TBD | $ - |
| 717943 | Non-Benefited | $ - | $ - | TBD | $ - |
| 717944 | Non-Benefited | $ - | $ - | TBD | $ - |
| 717945 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717946 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717947 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717948 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717949 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717950 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717951 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717952 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717953 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717954 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717955 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717956 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717957 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717958 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717959 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 717960 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717961 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717962 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717963 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717964 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717965 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717966 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717967 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717968 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717969 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717970 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 717971 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 717972 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717973 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717974 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717975 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717976 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717977 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717978 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |

| Property ID[a] | Lot Type | District: Outstanding Assessment[b] | District: Annual Installment before TIRZ | District: TIRZ #2 Annual Credit Amount | District: Annual Installment Due 1/31/2027[b],[c],[d] |
|---|---|---|---|---|---|
| 717979 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 717980 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 717981 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 717982 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717983 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717984 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717985 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717986 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717987 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717988 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717989 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717990 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 717991 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717992 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717993 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 717994 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717995 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717996 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717997 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717998 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 717999 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718000 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718001 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718002 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718003 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718004 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718005 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718006 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718007 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718008 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718009 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718010 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718011 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718012 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718013 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718014 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718015 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718016 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718017 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718129 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |

| Property ID[a] | Lot Type | District<br>Outstanding Assessment[b] | Annual Installment before TIRZ | TIRZ #2 Annual Credit Amount | Annual Installment Due 1/31/2027[b],[c],[d] |
|---|---|---|---|---|---|
| 718130 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718131 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718132 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718133 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718134 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718135 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718136 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718137 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718138 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718139 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718140 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718141 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718142 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718143 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718144 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718145 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718146 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718147 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718148 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718149 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718150 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718151 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718152 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718153 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718154 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718155 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718156 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718157 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718158 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718159 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718160 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718161 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718162 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718163 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718164 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718165 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718166 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718167 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718168 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718169 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |

| | | District | | | |
|---|---|---|---|---|---|
| Property ID[a] | Lot Type | Outstanding Assessment[b] | Annual Installment before TIRZ | TIRZ #2 Annual Credit Amount | Annual Installment Due 1/31/2027[b],[c],[d] |
| 718170 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718171 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718172 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718173 | 1 | $ 33,840.36 | $ 2,761.53 | TBD | $ 2,761.53 |
| 718174 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718175 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718176 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718177 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718178 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718179 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718180 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718181 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718182 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718183 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718184 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718185 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718186 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718187 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718188 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718189 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718190 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718191 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718192 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718193 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718194 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718195 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718196 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718197 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718198 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| 718199 | 2 | $ 35,621.43 | $ 2,906.87 | TBD | $ 2,906.87 |
| **Total** | | **$ 4,987,000.00** | **$ 406,961.74** | **TBD** | **$ 406,961.74** |

**Footnotes:**

[a] Subject to change based on final certified rolls provided by the county prior to billing.
[b] Totals may not match outstanding Assessment or annual installment due to rounding.
[c] Cumulative of TIRZ No. 2 Annual Credit Amount.
[d] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

# EXHIBIT B – DISTRICT ANNUAL INSTALLMENTS

| Installment Due 1/31 | Principal | Interest[a],[b] | Additional Interest[b] | Annual Collection Costs | Total Annual Installment Due[c],[d] |
|---|---|---|---|---|---|
| 2027 | $ 81,000.00 | $ 299,220.00 | $ - | $ 26,741.74 | $ 406,961.74 |
| 2028 | $ 85,000.00 | $ 294,360.00 | $ - | $ 25,195.77 | $ 404,555.77 |
| 2029 | $ 90,000.00 | $ 289,260.00 | $ - | $ 25,699.69 | $ 404,959.69 |
| 2030 | $ 94,000.00 | $ 283,860.00 | $ - | $ 26,213.68 | $ 404,073.68 |
| 2031 | $ 99,000.00 | $ 278,220.00 | $ - | $ 26,737.96 | $ 403,957.96 |
| 2032 | $ 104,000.00 | $ 272,280.00 | $ - | $ 27,272.72 | $ 403,552.72 |
| 2033 | $ 109,000.00 | $ 266,040.00 | $ - | $ 27,818.17 | $ 402,858.17 |
| 2034 | $ 115,000.00 | $ 259,500.00 | $ - | $ 28,374.53 | $ 402,874.53 |
| 2035 | $ 121,000.00 | $ 252,600.00 | $ - | $ 28,942.03 | $ 402,542.03 |
| 2036 | $ 127,000.00 | $ 245,340.00 | $ - | $ 29,520.87 | $ 401,860.87 |
| 2037 | $ 134,000.00 | $ 237,720.00 | $ - | $ 30,111.28 | $ 401,831.28 |
| 2038 | $ 141,000.00 | $ 229,680.00 | $ - | $ 30,713.51 | $ 401,393.51 |
| 2039 | $ 149,000.00 | $ 221,220.00 | $ - | $ 31,327.78 | $ 401,547.78 |
| 2040 | $ 157,000.00 | $ 212,280.00 | $ - | $ 31,954.33 | $ 401,234.33 |
| 2041 | $ 165,000.00 | $ 202,860.00 | $ - | $ 32,593.42 | $ 400,453.42 |
| 2042 | $ 174,000.00 | $ 192,960.00 | $ - | $ 33,245.29 | $ 400,205.29 |
| 2043 | $ 184,000.00 | $ 182,520.00 | $ - | $ 33,910.20 | $ 400,430.20 |
| 2044 | $ 194,000.00 | $ 171,480.00 | $ - | $ 34,588.40 | $ 400,068.40 |
| 2045 | $ 205,000.00 | $ 159,840.00 | $ - | $ 35,280.17 | $ 400,120.17 |
| 2046 | $ 216,000.00 | $ 147,540.00 | $ - | $ 35,985.77 | $ 399,525.77 |
| 2047 | $ 229,000.00 | $ 134,580.00 | $ - | $ 36,705.49 | $ 400,285.49 |
| 2048 | $ 242,000.00 | $ 120,840.00 | $ - | $ 37,439.60 | $ 400,279.60 |
| 2049 | $ 256,000.00 | $ 106,320.00 | $ - | $ 38,188.39 | $ 400,508.39 |
| 2050 | $ 270,000.00 | $ 90,960.00 | $ - | $ 38,952.16 | $ 399,912.16 |
| 2051 | $ 286,000.00 | $ 74,760.00 | $ - | $ 39,731.20 | $ 400,491.20 |
| 2052 | $ 302,000.00 | $ 57,600.00 | $ - | $ 40,525.82 | $ 400,125.82 |
| 2053 | $ 320,000.00 | $ 39,480.00 | $ - | $ 41,336.34 | $ 400,816.34 |
| 2054 | $ 338,000.00 | $ 20,280.00 | $ - | $ 42,163.07 | $ 400,443.07 |
| **Total** | **$ 4,987,000.00** | **$ 5,343,600.00** | **$ -** | **$ 917,269.36** | **$ 11,247,869.36** |

**Footnotes:**

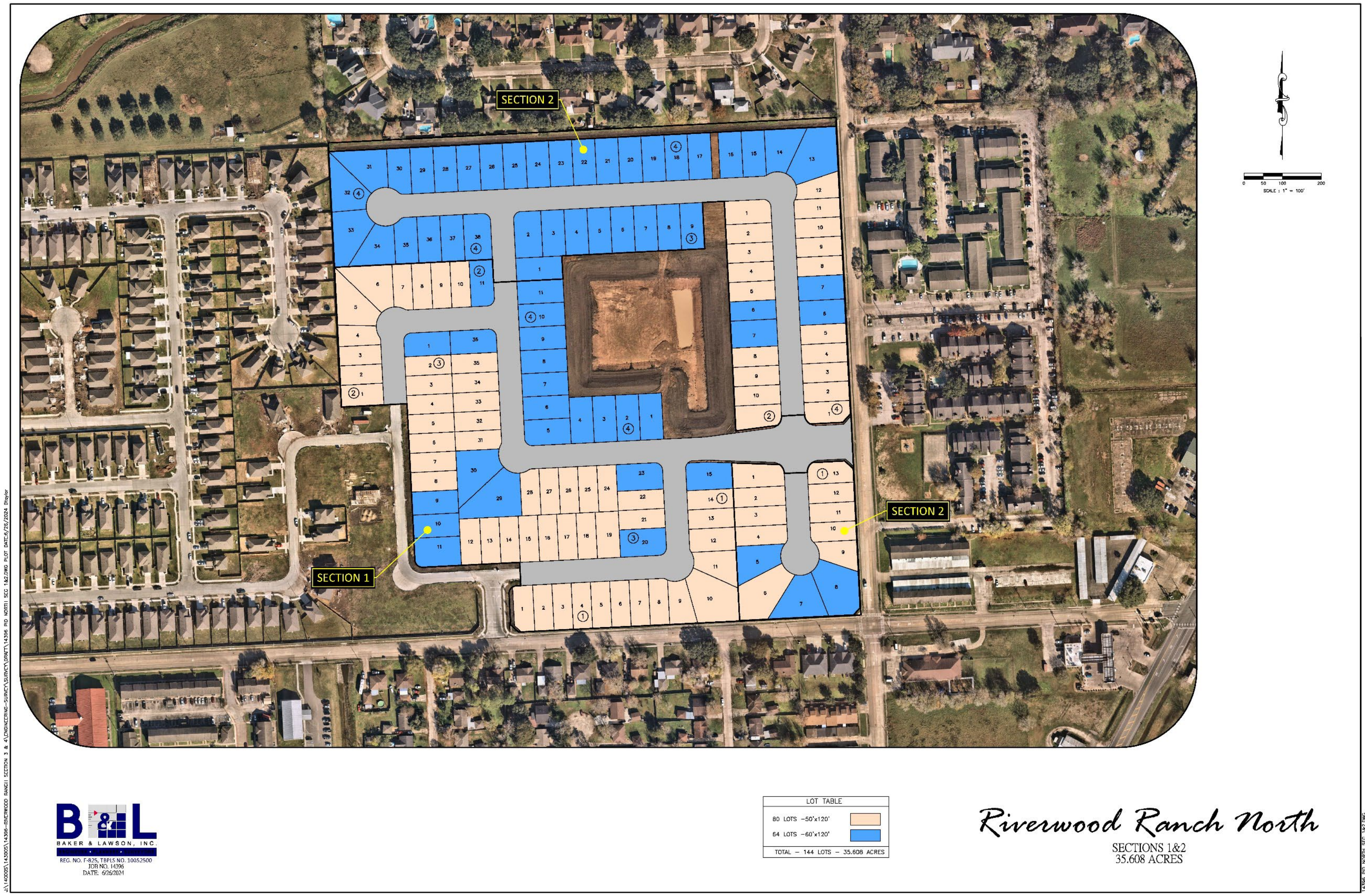
[a] Interest on the Improvement Area #1 Reimbursement Obigation is calculated at a rate of 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.72% as of January 31, 2024.

[b] 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.

[c] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update.

[d] 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 C – LOT CLASSIFICATION MAP



# EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Lot Type 1
- Lot Type 2

# RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT - LOT TYPE 1 - BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] 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: $33,840.36**

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.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

______________________________ ______________________________
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _______ §

The foregoing instrument was acknowledged before me by______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

| | |
|---|---|
| DATE: | DATE: |
| ______________________________ | ______________________________ |
| SIGNATURE OF SELLER | SIGNATURE OF SELLER |

STATE OF TEXAS §
§
COUNTY OF ________ §

The foregoing instrument was acknowledged before me by______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

# ANNUAL INSTALLMENTS - LOT TYPE 1

| Installment Due 1/31 | Principal | Interest[a],[b] | Additional Interest[b] | Annual Collection Costs | Total Annual Installment Due[c],[d] |
|---|---|---|---|---|---|
| 2027 | $ 549.64 | $ 2,030.42 | $ - | $ 181.46 | $ 2,761.53 |
| 2028 | $ 576.79 | $ 1,997.44 | $ - | $ 170.97 | $ 2,745.20 |
| 2029 | $ 610.71 | $ 1,962.84 | $ - | $ 174.39 | $ 2,747.94 |
| 2030 | $ 637.86 | $ 1,926.19 | $ - | $ 177.88 | $ 2,741.93 |
| 2031 | $ 671.79 | $ 1,887.92 | $ - | $ 181.44 | $ 2,741.14 |
| 2032 | $ 705.71 | $ 1,847.61 | $ - | $ 185.06 | $ 2,738.39 |
| 2033 | $ 739.64 | $ 1,805.27 | $ - | $ 188.77 | $ 2,733.68 |
| 2034 | $ 780.36 | $ 1,760.89 | $ - | $ 192.54 | $ 2,733.79 |
| 2035 | $ 821.07 | $ 1,714.07 | $ - | $ 196.39 | $ 2,731.54 |
| 2036 | $ 861.79 | $ 1,664.81 | $ - | $ 200.32 | $ 2,726.91 |
| 2037 | $ 909.29 | $ 1,613.10 | $ - | $ 204.33 | $ 2,726.71 |
| 2038 | $ 956.79 | $ 1,558.54 | $ - | $ 208.41 | $ 2,723.74 |
| 2039 | $ 1,011.07 | $ 1,501.14 | $ - | $ 212.58 | $ 2,724.79 |
| 2040 | $ 1,065.36 | $ 1,440.47 | $ - | $ 216.83 | $ 2,722.66 |
| 2041 | $ 1,119.64 | $ 1,376.55 | $ - | $ 221.17 | $ 2,717.36 |
| 2042 | $ 1,180.71 | $ 1,309.37 | $ - | $ 225.59 | $ 2,715.68 |
| 2043 | $ 1,248.57 | $ 1,238.53 | $ - | $ 230.10 | $ 2,717.20 |
| 2044 | $ 1,316.43 | $ 1,163.61 | $ - | $ 234.71 | $ 2,714.75 |
| 2045 | $ 1,391.07 | $ 1,084.63 | $ - | $ 239.40 | $ 2,715.10 |
| 2046 | $ 1,465.71 | $ 1,001.16 | $ - | $ 244.19 | $ 2,711.07 |
| 2047 | $ 1,553.93 | $ 913.22 | $ - | $ 249.07 | $ 2,716.22 |
| 2048 | $ 1,642.14 | $ 819.99 | $ - | $ 254.05 | $ 2,716.18 |
| 2049 | $ 1,737.14 | $ 721.46 | $ - | $ 259.14 | $ 2,717.74 |
| 2050 | $ 1,832.14 | $ 617.23 | $ - | $ 264.32 | $ 2,713.69 |
| 2051 | $ 1,940.71 | $ 507.30 | $ - | $ 269.60 | $ 2,717.62 |
| 2052 | $ 2,049.29 | $ 390.86 | $ - | $ 275.00 | $ 2,715.14 |
| 2053 | $ 2,171.43 | $ 267.90 | $ - | $ 280.50 | $ 2,719.83 |
| 2054 | $ 2,293.57 | $ 137.61 | $ - | $ 286.11 | $ 2,717.29 |
| **Total** | **$ 33,840.36** | **$ 36,260.14** | **$ -** | **$ 6,224.33** | **$ 76,324.83** |

**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.

# RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT - LOT TYPE 2 - BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] 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: $35,621.43**

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.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

| | |
|---|---|
| DATE: | DATE: |
| SIGNATURE OF PURCHASER | SIGNATURE OF PURCHASER |

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

| | |
|---|---|
| DATE: | DATE: |
| SIGNATURE OF SELLER | SIGNATURE OF SELLER][2] |

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

| | |
|---|---|
| DATE: | DATE: |
| ______________________________ | ______________________________ |
| SIGNATURE OF PURCHASER | SIGNATURE OF PURCHASER |

STATE OF TEXAS §
§
COUNTY OF _______ §

The foregoing instrument was acknowledged before me by______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

____________________________ ____________________________

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF ________ §

The foregoing instrument was acknowledged before me by______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

## ANNUAL INSTALLMENTS - LOT TYPE 2

| Installment Due 1/31 | Principal | Interest[a],[b] | Additional Interest[b] | Annual Collection Costs | Total Annual Installment Due[c],[d] |
|---|---|---|---|---|---|
| 2027 | $ 578.57 | $ 2,137.29 | $ - | $ 191.01 | $ 2,906.87 |
| 2028 | $ 607.14 | $ 2,102.57 | $ - | $ 179.97 | $ 2,889.68 |
| 2029 | $ 642.86 | $ 2,066.14 | $ - | $ 183.57 | $ 2,892.57 |
| 2030 | $ 671.43 | $ 2,027.57 | $ - | $ 187.24 | $ 2,886.24 |
| 2031 | $ 707.14 | $ 1,987.29 | $ - | $ 190.99 | $ 2,885.41 |
| 2032 | $ 742.86 | $ 1,944.86 | $ - | $ 194.81 | $ 2,882.52 |
| 2033 | $ 778.57 | $ 1,900.29 | $ - | $ 198.70 | $ 2,877.56 |
| 2034 | $ 821.43 | $ 1,853.57 | $ - | $ 202.68 | $ 2,877.68 |
| 2035 | $ 864.29 | $ 1,804.29 | $ - | $ 206.73 | $ 2,875.30 |
| 2036 | $ 907.14 | $ 1,752.43 | $ - | $ 210.86 | $ 2,870.43 |
| 2037 | $ 957.14 | $ 1,698.00 | $ - | $ 215.08 | $ 2,870.22 |
| 2038 | $ 1,007.14 | $ 1,640.57 | $ - | $ 219.38 | $ 2,867.10 |
| 2039 | $ 1,064.29 | $ 1,580.14 | $ - | $ 223.77 | $ 2,868.20 |
| 2040 | $ 1,121.43 | $ 1,516.29 | $ - | $ 228.25 | $ 2,865.96 |
| 2041 | $ 1,178.57 | $ 1,449.00 | $ - | $ 232.81 | $ 2,860.38 |
| 2042 | $ 1,242.86 | $ 1,378.29 | $ - | $ 237.47 | $ 2,858.61 |
| 2043 | $ 1,314.29 | $ 1,303.71 | $ - | $ 242.22 | $ 2,860.22 |
| 2044 | $ 1,385.71 | $ 1,224.86 | $ - | $ 247.06 | $ 2,857.63 |
| 2045 | $ 1,464.29 | $ 1,141.71 | $ - | $ 252.00 | $ 2,858.00 |
| 2046 | $ 1,542.86 | $ 1,053.86 | $ - | $ 257.04 | $ 2,853.76 |
| 2047 | $ 1,635.71 | $ 961.29 | $ - | $ 262.18 | $ 2,859.18 |
| 2048 | $ 1,728.57 | $ 863.14 | $ - | $ 267.43 | $ 2,859.14 |
| 2049 | $ 1,828.57 | $ 759.43 | $ - | $ 272.77 | $ 2,860.77 |
| 2050 | $ 1,928.57 | $ 649.71 | $ - | $ 278.23 | $ 2,856.52 |
| 2051 | $ 2,042.86 | $ 534.00 | $ - | $ 283.79 | $ 2,860.65 |
| 2052 | $ 2,157.14 | $ 411.43 | $ - | $ 289.47 | $ 2,858.04 |
| 2053 | $ 2,285.71 | $ 282.00 | $ - | $ 295.26 | $ 2,862.97 |
| 2054 | $ 2,414.29 | $ 144.86 | $ - | $ 301.16 | $ 2,860.31 |
| **Total** | **$ 35,621.43** | **$ 38,168.57** | **$ -** | **$ 6,551.92** | **$ 80,341.92** |

**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:** July 28, 2026

**PREPARED BY:** Susie Hernandez, Finance Director

**AGENDA CONTENT:** Discussion and possible action to approve Ordinance No. 20260728-006 the 2026 update to the service and assessment plan and assessment roll for the Greystone Public Improvement District; making and adopting findings; accepting and approving the annual service plan update and updated assessment roll for the district; providing an effective date and other matters related thereto.

**AGENDA ITEM SECTION:** Consent Agenda

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

**FUND:** None

**EXECUTIVE SUMMARY:**

Capitalized terms used in this 2026 Annual Service Plan Update shall have the meanings set forth in the Service and Assessment Plan (the "SAP"), used for the benefit of the property in the District.

The Greystone (PID)District was created pursuant to the PID Act, by Resolution No. 20200609-008 on June 9, 2020 by the City of Angleton to finance certain Authorized Improvements for the benefit of the property in the District.

On January 25, 2022, the City Council adopted and approved the SAP for the District By adopting Ordinance No. 20220125-022, including an Assessment Roll, and levied Assessments on property by Ordinance No. 20220125-024 within the District to finance the Authorized Improvements for the benefit of such property.

The SAP identified the Authorized Improvements to be constructed, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026. This 2026 Annual Service Plan Update also updates the Assessment Roll for 2026.

**RECOMMENDATION:**

Staff recommends that City Council holds discussions and pass the ordinance approving the 2026 Annual Service Plan Update and updates to the Assessment Roll for 2026.

# ORDINANCE NO. 20260728-006

**AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING THE 2026 UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE GREYSTONE PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; ACCEPTING AND APPROVING THE ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR THE DISTRICT; PROVIDING AN EFFECTIVE DATE AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, The Greystone Public Improvement District (the "District") was created pursuant to the PID Act, by Resolution No. 20200609-008 of the City Council on June 9, 2020, to finance certain public improvement projects for the benefit of the property in the District and

**WHEREAS**, On January 25, 2022, the City Council adopted and approved the Service and assessment plan for the District by Ordinance No. 20220125-024, (the "Service and Assessment Plan") including an Assessment Roll, and levied Assessments on property within the District to finance the Authorized Improvements for the benefit of such property; and

**WHEREAS**, all capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Service and Assessment Plan; and

**WHEREAS**, Section 372.013 of the Act and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be reviewed and updated annually for the purpose of determining the annual budget for improvements (the **"**Annual Service Plan Update"); and

**WHEREAS**, the Annual Service Plan Update and updated Assessment Roll for Fiscal Year 2026 attached as Exhibit A ( the "2026 Annual Service Plan Update) hereto conforms the Assessment Roll to the annual principal and interest payment schedule required for the PID Reimbursement Agreement and updates the Service and Assessment Plan and Assessment Roll to reflect prepayments, property divisions and changes to the cost and/or budget allocations for District Authorized Improvements that occur during the year, if any and the annual administrative costs of the District; and

**WHEREAS**, the City Council now desires to proceed with the adoption of this Ordinance and hereby approves and adopts the 2026 Annual Service Plan Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the Act.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:**

**SECTION 1**. *Findings*. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes and are hereby adopted.

**SECTION 2**. *Annual Service Plan Update*. The 2026 Annual Service Plan Update with updated Assessment Roll attached hereto as Exhibit A is hereby accepted and approved and complies with the Act in all matters as required.

**SECTION 3**. *Cumulative Repealer*. This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that ordinance and for that purpose the ordinance shall remain in full force and effect.

**SECTION 4**. *Severability*. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

**SECTION 5**. *Effective Date*. This Ordinance shall take effect, and the provisions and terms of the Annual Service Plan Update shall be and become effective upon passage and execution hereof.

**SECTION 6**. *Filing of Record*. The City Secretary is directed to cause a copy of this Ordinance, including the 2026 Update, to be recorded in the real property records of Brazoria County not later than the seventh day after the date the City Council adopts this Ordinance approving the 2026 Update.

**SECTION 7**. *Website Posting*. The City Secretary is directed to post a copy of 2026 Update, including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, on the internet website maintained or used by the City for the purposes of Section 26.18, Texas Tax Code, as amended, not later than the seventh day after the date the City Council adopts the 2026 Update.

**SECTION 8**. *Appraisal District*. The City Secretary is directed to cause a copy of the 2026 Update, including the Assessment Rolls, in the format required by Section 372.017(b) of the PID Act, to be submitted to the Brazoria Central Appraisal District not later than the seventh day after the date the City Council adopts this Ordinance approving the 2026 Update.

**PASSED AND APPROVED on this the 28th day of JULY, 2026.**

____________________________________
John Wright
Mayor

ATTEST:

____________________________________
Desiree Henson
City Secretary

APPROVED AS TO LEGAL FORM:

____________________________________
Grady Randle
City Attorney

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared John Wright, Mayor of the City of Angleton, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this ____________________________________.

__________________________________________
Notary Public, State of Texas

[NOTARY STAMP]

# EXHIBIT A

## 2026 ANNUAL UPDATE TO THE GREYSTONE PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN.

# GREYSTONE
# PUBLIC IMPROVEMENT DISTRICT
## 2026 ANNUAL SERVICE PLAN UPDATE

JULY 28, 2026

# INTRODUCTION

Capitalized terms used in this 2026 Annual Service Plan Update not otherwise defined herein shall have the meanings set forth in the Service and Assessment Plan (the "SAP").

The District was created pursuant to the PID Act, by Resolution No. 20200609-008 on June 9, 2020 by the governing body of the City of Angleton ("the Governing Body") to finance certain Authorized Improvements for the benefit of the property in the District.

On January 25, 2022, the Governing Body adopted and approved the SAP for the District by adopting Ordinance No. 20220125-022, including an Assessment Roll, and levied Assessments on property by Ordinance No. 20220125-024 within the District to finance the Authorized Improvements for the benefit of such property.

On August 22, 2023, the Governing Body approved the 2023 Annual Service Plan Update for the District by adopting Ordinance No. 20230822-015, which updated the Assessment Roll within the District for 2023.

On August 27, 2024, the Governing Body approved the 2024 Annual Service Plan Update for the District by adopting Ordinance No. 20240827-009, which updated the Assessment Roll within the District for 2024.

On August 26, 2025, the Governing Body approved the 2025 Annual Service Plan Update for the District by adopting Ordinance No. 20250826-003, which updated the Assessment Roll within the District for 2025.

The SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026.

The Governing Body also adopted each Assessment Roll identifying the Assessments on Parcel of Assessed Property within the District, based on the method of assessment identified in the SAP. This 2026 Annual Service Plan Update also updates the Assessment Rolls for 2026.

## PARCEL SUBDIVISION

The final replat for Greystone Subdivision was filed and recorded with the County on August 25, 2021.

See **Exhibit C** for the Lot Type classification map.

## LOT AND HOME SALES

Current ownership within the District is based on information provided by the Owner and available information and is subject to change as development occurs and property is conveyed. Updated ownership and development information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via the MSRB's EMMA by searching for the District. For Assessments securing reimbursement obligations to the Owner, the summary of current ownership within the property securing such Assessment is based on information provided by the Owner and other publicly available records.

See **Exhibit D** for the buyer disclosures.

## AUTHORIZED IMPROVEMENTS

A summary of the Authorized Improvements, including the original estimated costs of the Authorized Improvements and allocation of such costs, is provided in the SAP. The Authorized Improvements and estimated costs as described in the SAP are for Assessment purposes and do not represent a guarantee of construction timing or Actual Costs.

Information regarding the status of Authorized Improvements, including construction progress, estimated completion timing, and budget information, including any updates to the original estimates of costs, is based on information provided by the Owner and other available project information at the time such information is compiled. Such information may be updated from time to time.

## OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of $1,656,887.50.

Information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via EMMA website by searching for the District. For Assessments securing reimbursement obligations to the Owner, the summary of current construction status within the property securing such Assessment is based on information provided by the Owner and other publicly available records.

## ANNUAL INSTALLMENT DUE 1/31/2027

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is shown below.

| District | | |
|---|---|---|
| Due January 31, 2027 | | |
| Principal | $ | 37,419.17 |
| Interest | $ | 66,188.94 |
| Annual Collection Costs | $ | 13,629.18 |
| **Total Annual Installment** | **$** | **117,237.29** |

- ***Annual Collection Costs*** – The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for the District are shown below.

| District | |
|---|---|
| Annual Collection Costs | |
| Administration | $ 10,599.18 |
| City Auditor | 1,000.00 |
| Filing Fees | 1,000.00 |
| County Collection | 200.00 |
| Draw Request Review | 115.00 |
| Collection Cost Maintenance Balance | 5,000.00 |
| Less CCMB Credit from Prior Years | (4,285.00) |
| **Total Annual Collection Costs** | **$ 13,629.18** |

See **Exhibit B** for the reimbursement schedule for the District.

## PREPAYMENT OF ASSESSMENTS

Information regarding any full or partial Prepayments of the Assessments is reflected in the corresponding Assessment Roll.

## SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years, and is included below:

| District | | | | | | |
|---|---|---|---|---|---|---|
| **Annual Installments** | | **1/31/2027** | **1/31/2028** | **1/31/2029** | **1/31/2030** | **1/31/2031** |
| Principal | | $ 37,419.17 | $ 38,913.98 | $ 40,468.51 | $ 42,085.13 | $ 43,766.34 |
| Interest | | $ 66,188.94 | $ 64,694.13 | $ 63,139.60 | $ 61,522.98 | $ 59,841.77 |
| | (1) | $ 103,608.11 | $ 103,608.11 | $ 103,608.11 | $ 103,608.11 | $ 103,608.11 |
| Annual Collection Costs | (2) | $ 13,629.18 | $ 13,172.46 | $ 13,435.91 | $ 13,704.63 | $ 13,978.72 |
| **Total Annual Installment** | **(3) = (1) + (2)** | **$ 117,237.29** | **$ 116,780.58** | **$ 117,044.03** | **$ 117,312.74** | **$ 117,586.84** |

## ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the corresponding Assessment Roll attached hereto as **Exhibit A**. The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot. The Parcels or Lots of Assessed Property shown on the corresponding Assessment Roll will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The Parcel IDs shown within an Assessment Roll are subject to change based on the final certified rolls provided by the County prior to billing.

## ADDITIONAL INFORMATION

If the owner of a Parcel claims that an error has been made in any Assessment Roll required by the SAP, a prior Annual Service Plan Update, or this 2026 Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator (at admin@p3-works.com) by December 1st of the year in connection with the approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the Annual Service Plan Update. The Administrator shall provide a written response to the Governing Body and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The Governing Body 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 Governing Body shall make a final determination as to whether an error has been made. If the Governing Body determines that an error has been made, the Governing Body shall take such corrective action as is authorized by the PID Act, this 2026 Annual Service Plan Update, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the Governing Body. The determination by the Governing Body as to whether an error has been made, and any corrective action taken by the Governing Body shall be final and binding on the owner and the Administrator.

# EXHIBIT A – ASSESSMENT ROLL

| | | | District | |
|---|---|---|---|---|
| Property ID[a] | Lot Type | Notes | Outstanding Assessment | Annual Installment Due 1/31/27[c] [d] |
| 700005 | Non-Benefited | | $ - | $ - |
| 700006 | Non-Benefited | | $ - | $ - |
| 700007 | Non-Benefited | | $ - | $ - |
| 700008 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700009 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700010 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700011 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700012 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700013 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700014 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700015 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700016 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700017 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700018 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700019 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700020 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700021 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700022 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700023 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700024 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700025 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700026 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700027 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700028 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700029 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700030 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700031 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700032 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700033 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700034 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700035 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700036 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700037 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700038 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700039 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700040 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700041 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700042 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700043 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700044 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |

| | | | District | |
|---|---|---|---|---|
| Property ID[a] | Lot Type | Notes | Outstanding Assessment | Annual Installment Due 1/31/27[c] [d] |
| 700045 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700046 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700047 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700048 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700049 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700050 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700051 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700052 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700053 | Residential Lot | [b] | $ - | $ - |
| 700054 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700055 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700056 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700057 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700058 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700059 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700060 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700061 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700062 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700063 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700064 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700065 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700066 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700067 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700068 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700069 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700070 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700071 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700072 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700073 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700074 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700075 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700076 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700077 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700078 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700079 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700080 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700081 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700082 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700083 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700084 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |

| Property ID[a] | Lot Type | Notes | District Outstanding Assessment | District Annual Installment Due 1/31/27[c] [d] |
|---|---|---|---|---|
| 700085 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700086 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700087 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700088 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700089 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700090 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700091 | Residential Lot | [b] | $ - | $ - |
| 700092 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700093 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700094 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700095 | Residential Lot | [b] | $ - | $ - |
| 700096 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700097 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700098 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700099 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700100 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700101 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700102 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700103 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700104 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700105 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700106 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700107 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700108 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700109 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700110 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700111 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700112 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700113 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700114 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700115 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700116 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700117 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| 700118 | Residential Lot | | $ 15,341.55 | $ 1,085.53 |
| **Total** | | | **$ 1,656,887.50** | **$ 117,237.24** |

**Footnotes:**

[a] Subject to change based on the final certified rolls provided by the County prior to billing.
[b] Property ID has prepaid their Assessment in full.
[c] Totals may not match the Annual Installment due to rounding.
[d] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

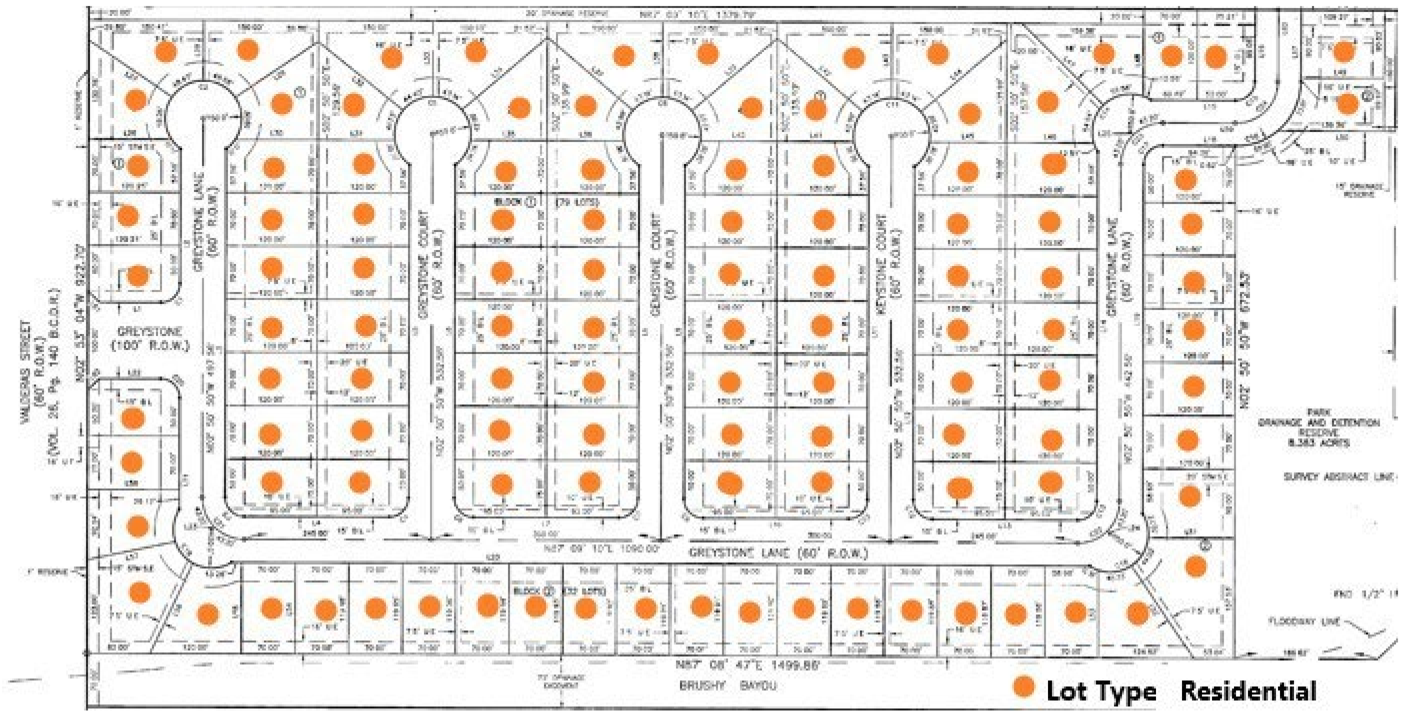
# EXHIBIT B – REIMBURSEMENT SCHEDULE

| District Total Annual Installments | | | | |
|---|---|---|---|---|
| Annual Installments Due 1/31 | Principal | Interest[b] | Annual Collection Costs | Total Annual Installment[a] |
| 2027 | $ 37,419.17 | $ 66,188.94 | $ 13,629.18 | $ 117,237.29 |
| 2028 | $ 38,913.98 | $ 64,694.13 | $ 13,172.46 | $ 116,780.58 |
| 2029 | $ 40,468.51 | $ 63,139.60 | $ 13,435.91 | $ 117,044.03 |
| 2030 | $ 42,085.13 | $ 61,522.98 | $ 13,704.63 | $ 117,312.74 |
| 2031 | $ 43,766.34 | $ 59,841.77 | $ 13,978.72 | $ 117,586.84 |
| 2032 | $ 45,514.71 | $ 58,093.40 | $ 14,258.30 | $ 117,866.41 |
| 2033 | $ 47,332.92 | $ 56,275.19 | $ 14,543.46 | $ 118,151.58 |
| 2034 | $ 49,223.76 | $ 54,384.35 | $ 14,834.33 | $ 118,442.45 |
| 2035 | $ 51,190.14 | $ 52,417.97 | $ 15,131.02 | $ 118,739.13 |
| 2036 | $ 53,235.07 | $ 50,373.04 | $ 15,433.64 | $ 119,041.75 |
| 2037 | $ 55,361.70 | $ 48,246.42 | $ 15,742.31 | $ 119,350.43 |
| 2038 | $ 57,573.27 | $ 46,034.84 | $ 16,057.16 | $ 119,665.27 |
| 2039 | $ 59,873.20 | $ 43,734.92 | $ 16,378.30 | $ 119,986.42 |
| 2040 | $ 62,265.00 | $ 41,343.12 | $ 16,705.87 | $ 120,313.98 |
| 2041 | $ 64,752.34 | $ 38,855.77 | $ 17,039.99 | $ 120,648.10 |
| 2042 | $ 67,339.05 | $ 36,269.06 | $ 17,380.79 | $ 120,988.90 |
| 2043 | $ 70,029.10 | $ 33,579.02 | $ 17,728.40 | $ 121,336.52 |
| 2044 | $ 72,826.60 | $ 30,781.51 | $ 18,082.97 | $ 121,691.08 |
| 2045 | $ 75,735.86 | $ 27,872.25 | $ 18,444.63 | $ 122,052.74 |
| 2046 | $ 78,761.34 | $ 24,846.77 | $ 18,813.52 | $ 122,421.64 |
| 2047 | $ 81,907.68 | $ 21,700.43 | $ 19,189.79 | $ 122,797.91 |
| 2048 | $ 85,179.71 | $ 18,428.41 | $ 19,573.59 | $ 123,181.70 |
| 2049 | $ 88,582.45 | $ 15,025.67 | $ 19,965.06 | $ 123,573.17 |
| 2050 | $ 92,121.12 | $ 11,487.00 | $ 20,364.36 | $ 123,972.47 |
| 2051 | $ 95,801.15 | $ 7,806.96 | $ 20,771.65 | $ 124,379.76 |
| 2052 | $ 99,628.19 | $ 3,979.92 | $ 21,187.08 | $ 124,795.19 |
| **Total** | **$ 1,656,887.50** | **$ 1,036,923.45** | **$ 435,547.14** | **$ 3,129,358.09** |

**Footnotes:**

[a] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.
[b] Interest is calculated at a rate of 3.99%.

# EXHIBIT C – LOT TYPE CLASSIFICATION MAP



# EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are contained in this Exhibit:

- Residential Lot

[Remainder of page intentionally left blank.]

# GREYSTONE PUBLIC IMPROVEMENT DISTRICT – RESIDENTIAL LOT BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

________________________
________________________
________________________
________________________
________________________

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANGLETON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

__________________________________________
STREET ADDRESS

**LOT TYPE RESIDENTIAL LOT PRINCIPAL ASSESSMENT: $15,341.55**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Angleton, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Greystone Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Angleton. The exact amount of each annual installment will be approved each year by the Angleton Governing Body in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

______________________________ ______________________________
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

______________________________ ______________________________
SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_______________________________ _______________________________
SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _______ §

The foregoing instrument was acknowledged before me by_______________________ and _____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

______________________________ ______________________________
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF ________ §

The foregoing instrument was acknowledged before me by_______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

# ANNUAL INSTALLMENTS - RESIDENTIAL LOT

| Residential Lot Annual Installments | | | | |
|---|---|---|---|---|
| Annual Installments Due 1/31 | Principal | Interest[b] | Annual Collection Costs | Total Annual Installment[a] |
| 2027 | $ 346.47 | $ 612.86 | $ 126.20 | $ 1,085.53 |
| 2028 | $ 360.31 | $ 599.02 | $ 121.97 | $ 1,081.30 |
| 2029 | $ 374.71 | $ 584.63 | $ 124.41 | $ 1,083.74 |
| 2030 | $ 389.68 | $ 569.66 | $ 126.89 | $ 1,086.23 |
| 2031 | $ 405.24 | $ 554.09 | $ 129.43 | $ 1,088.77 |
| 2032 | $ 421.43 | $ 537.90 | $ 132.02 | $ 1,091.36 |
| 2033 | $ 438.27 | $ 521.07 | $ 134.66 | $ 1,094.00 |
| 2034 | $ 455.78 | $ 503.56 | $ 137.35 | $ 1,096.69 |
| 2035 | $ 473.98 | $ 485.35 | $ 140.10 | $ 1,099.44 |
| 2036 | $ 492.92 | $ 466.42 | $ 142.90 | $ 1,102.24 |
| 2037 | $ 512.61 | $ 446.73 | $ 145.76 | $ 1,105.10 |
| 2038 | $ 533.09 | $ 426.25 | $ 148.68 | $ 1,108.01 |
| 2039 | $ 554.38 | $ 404.95 | $ 151.65 | $ 1,110.99 |
| 2040 | $ 576.53 | $ 382.81 | $ 154.68 | $ 1,114.02 |
| 2041 | $ 599.56 | $ 359.78 | $ 157.78 | $ 1,117.11 |
| 2042 | $ 623.51 | $ 335.82 | $ 160.93 | $ 1,120.27 |
| 2043 | $ 648.42 | $ 310.92 | $ 164.15 | $ 1,123.49 |
| 2044 | $ 674.32 | $ 285.01 | $ 167.43 | $ 1,126.77 |
| 2045 | $ 701.26 | $ 258.08 | $ 170.78 | $ 1,130.12 |
| 2046 | $ 729.27 | $ 230.06 | $ 174.20 | $ 1,133.53 |
| 2047 | $ 758.40 | $ 200.93 | $ 177.68 | $ 1,137.02 |
| 2048 | $ 788.70 | $ 170.63 | $ 181.24 | $ 1,140.57 |
| 2049 | $ 820.21 | $ 139.13 | $ 184.86 | $ 1,144.20 |
| 2050 | $ 852.97 | $ 106.36 | $ 188.56 | $ 1,147.89 |
| 2051 | $ 887.05 | $ 72.29 | $ 192.33 | $ 1,151.66 |
| 2052 | $ 922.48 | $ 36.85 | $ 196.18 | $ 1,155.51 |
| **Total** | **$ 15,341.55** | **$ 9,601.14** | **$ 4,032.84** | **$ 28,975.54** |

**Footnotes:**

[a] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

[b] Interest is calculated at a rate of 3.99%.

THE HEART OF BRAZORIA COUNTY
ANGLETON

# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** July 28, 2026

**PREPARED BY:** Susie Hernandez, Finance Director

**AGENDA CONTENT:** Discussion and possible action to approve Ordinance No. 20260728-007 the 2026 update to the service and assessment plan and assessment roll for the Kiber Reserve Public Improvement District; making and adopting findings; accepting and approving the annual service plan update and updated assessment roll for the district; providing an effective date and other matters related thereto.

**AGENDA ITEM SECTION:** Consent Agenda

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

**FUND:** None

**EXECUTIVE SUMMARY:**

Capitalized terms used in this 2026 Annual Service Plan Update shall have the meanings set forth in the Service and Assessment Plan (the "SAP"), used for the benefit of the property in the District.

The **Kiber Reserve Public Improvement District (the "District")** was created pursuant to the PID Act, by Resolution No. 20201110-007 of the City Council on November 10, 2020, to finance certain public improvement projects for the benefit of the property in the District. City Council also adopted and approved the service and assessment plan for the District by Ordinance No. 20211012-015, (the "Service and Assessment Plan") including an Assessment Roll, and levied Assessments on property within the District to finance the Authorized Improvements for the benefit the property.

The SAP identified the Authorized Improvements to be constructed, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026. This 2026 Annual Service Plan Update also updates the Assessment Roll for 2026.

**RECOMMENDATION:**

Staff recommends that City Council holds discussions and pass the ordinance approving the 2026 Annual Service Plan Update and updates to the Assessment Roll for 2026.

# ORDINANCE NO. 20260728-007

**AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING THE 2026 UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE KIBER RESERVE PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; ACCEPTING AND APPROVING THE ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR THE DISTRICT; PROVIDING AN EFFECTIVE DATE AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, The Kiber Reserve Public Improvement District (the "District") was created pursuant to the PID Act, by Resolution No. 20201110-007 of the City Council on November 10, 2020, to finance certain public improvement projects for the benefit of the property in the District and

**WHEREAS**, On October 12, 2021, the City Council adopted and approved the service and assessment plan for the District by Ordinance No. 20211012-015, (the "Service and Assessment Plan") including an Assessment Roll, and levied Assessments on property within the District to finance the Authorized Improvements for the benefit of such property.

**WHEREAS,** all capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Service and Assessment Plan; and

**WHEREAS**, Section 372.013 of the Act and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be reviewed and updated annually for the purpose of determining the annual budget for improvements (the **"**Annual Service Plan Update"); and

**WHEREAS**, the Annual Service Plan Update and updated Assessment Roll for Fiscal Year 2026 attached as Exhibit A (the "2026 Annual Service Plan Update) hereto conforms the Assessment Roll to the annual principal and interest payment schedule required for the PID Reimbursement Agreement and updates the Service and Assessment Plan and Assessment Roll to reflect prepayments, property divisions and changes to the cost and/or budget allocations for District Authorized Improvements that occur during the year, if any and the annual administrative costs of the District; and

**WHEREAS**, the City Council now desires to proceed with the adoption of this Ordinance and hereby approves and adopts the 2026 Annual Service Plan Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the Act.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:**

**SECTION 1**. *Findings*. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes and are hereby adopted.

**SECTION 2**. *Annual Service Plan Update*. The 2026 Annual Service Plan Update with updated Assessment Roll attached hereto as Exhibit A is hereby accepted and approved and complies with the Act in all matters as required.

**SECTION 3**. *Cumulative Repealer*. This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that ordinance and for that purpose the ordinance shall remain in full force and effect.

**SECTION 4**. *Severability*. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

**SECTION 5**. *Effective Date*. This Ordinance shall take effect, and the provisions and terms of the Annual Service Plan Update shall be and become effective upon passage and execution hereof.

**PASSED AND APPROVED on this the 28TH day of JULY, 2026.**

[SIGNATURE PAGE FOLLOWS]

John Wright
Mayor

ATTEST:

Desiree Henson
City Secretary

APPROVED AS TO LEGAL FORM:

Grady Randle
City Attorney

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

Before me, the undersigned authority, on this day personally appeared John Wright, Mayor of the City of Angleton, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this ___________________________________.

_________________________________________
Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A

2026 ANNUAL UPDATE TO THE KIBER RESERVE PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN.

# KIBER RESERVE
# PUBLIC IMPROVEMENT DISTRICT

## 2025 ANNUAL SERVICE PLAN UPDATE

JULY 28, 2026

# INTRODUCTION

Capitalized terms used in this 2026 Annual Service Plan Update not otherwise defined herein shall have the meanings set forth in the Service and Assessment Plan (the "SAP").

The District was created pursuant to the PID Act, by Resolution No. 20201110-007 on November 10, 2020 by the governing body of the City of Angleton ("the Governing Body") to finance certain public improvement projects for the benefit of the property in the District.

On October 12, 2021, the Governing Body approved the 2021 SAP for the District by adopting Ordinance No. 20211012-015, which included the revised Assessment Roll.

On August 23, 2022, the Governing Body approved the 2022 Annual Service Plan Update for the District by adopting Ordinance No. 20220823-13, which updated the Assessment Roll within the District for 2022.

On August 22, 2023, the Governing Body approved the 2023 Annual Service Plan Update for the District by adopting Ordinance No. 20230822-16 which updated the Assessment Roll within the District for 2023.

On August 27, 2024, the Governing Body approved the 2024 Annual Service Plan Update for the District by adopting Ordinance No. 20240827-011 which updated the Assessment Roll within the District for 2024.

On August 26, 2025, the Governing Body approved the 2025 Annual Service Plan Update for the District by adopting Ordinance No. 20250826-002 which updated the Assessment Roll within the District for 2025.

The SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026.

The Governing Body also adopted each Assessment Roll identifying the Assessments on Parcel of Assessed Property within the District, based on the method of assessment identified in the SAP. This 2026 Annual Service Plan Update also updates the Assessment Rolls for 2026.

## PARCEL SUBDIVISION

The Final Plat of Kiber Reserve Phase 1 was filed and recorded with the County as document number 2021070041 on October 22, 2021.

The Final Plat of Kiber Reserve Phase II was filed and recorded with the County as document number 2022057083 on October 5, 2022.

See **Exhibit C** for the Lot type classification map.

## LOT AND HOME SALES

Current ownership within the District is based on information provided by the Owner and available information and is subject to change as development occurs and property is conveyed. Updated ownership and development information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via the MSRB's EMMA by searching for the District. For Assessments securing reimbursement obligations to the Owner, the summary of current ownership within the property securing such Assessment is based on information provided by the Owner and other publicly available records.

See **Exhibit D** for the buyer disclosures.

## AUTHORIZED IMPROVEMENTS

A summary of the Authorized Improvements, including the original estimated costs of the Authorized Improvements and allocation of such costs, is provided in the SAP. The Authorized Improvements and estimated costs as described in the SAP are for Assessment purposes and do not represent a guarantee of construction timing or Actual Costs.

Information regarding the status of Authorized Improvements, including construction progress, estimated completion timing, and budget information, including any updates to the original estimates of costs, is based on information provided by the Owner and other available project information at the time such information is compiled. Such information may be updated from time to time.

## OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of $1,646,045.78.

Information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via EMMA website by searching for the District. For Assessments securing reimbursement obligations to the Owner, the summary of current construction status within the property securing such Assessment is based on information provided by the Owner and other publicly available records.

## ANNUAL INSTALLMENT DUE 1/31/2027

- ***Principal and Interest*** – The total principal and interest required for the Annual Installment is shown below.

| District | | |
|---|---|---|
| **Due January 31, 2027** | | |
| Principal | | 36,937.85 |
| Interest | | 66,500.25 |
| Annual Collection Costs | | 20,315.00 |
| **Total Annual Installment** | **$** | **123,753.10** |

- ***Annual Collection Costs*** – The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for the District is shown below.

| District | |
|---|---|
| **Annual Collection Costs Breakdown** | |
| Administration | $ 15,000.00 |
| Auditor | 1,000.00 |
| Filing Fees | 1,000.00 |
| County Collection | 200.00 |
| Collection Cost Maintenance Balance | 5,000.00 |
| Less CCMB Credit from Prior Years | (1,885.00) |
| **Total Annual Collection Costs** | **$ 20,315.00** |

See **Exhibit B** for the Annual Installment schedule for the District.

## PREPAYMENT OF ASSESSMENT

Information regarding any full or partial Prepayments of the Assessments is reflected in the corresponding Assessment Roll.

## SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years, and is included below:

| District | | | | | | |
|---|---|---|---|---|---|---|
| **Annual Installments** | | **1/31/2027** | **1/31/2028** | **1/31/2029** | **1/31/2030** | **1/31/2031** |
| Principal | | $ 36,937.85 | $ 38,430.14 | $ 39,982.72 | $ 41,598.02 | $ 43,278.58 |
| Interest | | $ 66,500.25 | $ 65,007.96 | $ 63,455.38 | $ 61,840.08 | $ 60,159.52 |
| | (1) | $ 103,438.10 | $ 103,438.10 | $ 103,438.10 | $ 103,438.10 | $ 103,438.10 |
| Annual Collection Costs | (2) | $ 20,315.00 | $ 17,544.00 | $ 17,894.88 | $ 18,252.78 | $ 18,617.83 |
| **Total Annual Installment** | **(3) = (1) + (2)** | **$ 123,753.10** | **$ 120,982.10** | **$ 121,332.98** | **$ 121,690.88** | **$ 122,055.93** |

## ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the corresponding Assessment Roll attached hereto as **Exhibit A**. The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot. The Parcels or Lots of Assessed Property shown on the corresponding Assessment Roll will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The Parcel IDs shown within an Assessment Roll are subject to change based on the final certified rolls provided by the County prior to billing.

## ADDITIONAL INFORMATION

If the owner of a Parcel claims that an error has been made in any Assessment Roll required by the SAP, a prior Annual Service Plan Update, or this 2026 Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator (at admin@p3-works.com) by December 1st of the year in connection with the approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the Annual Service Plan Update. The Administrator shall provide a written response to the Governing Body and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The Governing Body 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 Governing Body shall make a final determination as to whether an error has been made. If the Governing Body determines that an error has been made, the Governing Body shall take such corrective action as is authorized by the PID Act, this 2026 Annual Service Plan Update, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the Governing Body. The determination by the Governing Body as to whether an error has been made, and any corrective action taken by the Governing Body shall be final and binding on the owner and the Administrator.

# EXHIBIT A – ASSESSMENT ROLL

| | | | Kiber Reserve PID | |
|---|---|---|---|---|
| Property ID[a] | Lot Type | Notes | Outstanding Assessment | Annual Installment Due 1/31/27 [c] [d] |
| 702056 | Non-Benefited | | $ - | $ - |
| 702057 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702058 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702059 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702060 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702061 | Residential | [b] | $ 17,699.42 | $ 665.34 |
| 702062 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702063 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702064 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702065 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702066 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702067 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702068 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702069 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702070 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702071 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702072 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702073 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702074 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702075 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702076 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702077 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709555 | Residential | [b] | $ 17,699.42 | $ 665.34 |
| 702078 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702079 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702080 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702081 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702082 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702083 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702084 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702085 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702086 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702087 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702088 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702089 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702090 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702091 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702092 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702093 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702094 | Residential | | $ 17,699.42 | $ 1,330.68 |

| Property ID[a] | Lot Type | Notes | Kiber Reserve PID Outstanding Assessment | Kiber Reserve PID Annual Installment Due 1/31/27[c] [d] |
|---|---|---|---|---|
| 702095 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702096 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702097 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702098 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702099 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702100 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702101 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702102 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702103 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 702104 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709129 | Non-Benefited | | $ - | $ - |
| 709130 | Non-Benefited | | $ - | $ - |
| 709131 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709132 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709133 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709134 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709135 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709136 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709137 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709138 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709139 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709140 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709141 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709142 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709143 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709144 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709145 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709146 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709147 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709148 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709149 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709150 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709151 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709152 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709153 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709154 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709155 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709156 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709157 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709158 | Residential | | $ 17,699.42 | $ 1,330.68 |

| Property ID[a] | Lot Type | Notes | Kiber Reserve PID: Outstanding Assessment | Kiber Reserve PID: Annual Installment Due 1/31/27 [c] [d] |
|---|---|---|---|---|
| 709159 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709160 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709161 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709162 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709163 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709164 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709165 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709166 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709167 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709168 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709169 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709170 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709171 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709172 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709173 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709174 | Residential | | $ 17,699.42 | $ 1,330.68 |
| 709175 | Residential | | $ 17,699.42 | $ 1,330.68 |
| **Total** | | | **$ 1,646,045.78** | **$ 123,753.24** |

Footnotes:

[a] Subject to change based on the final certified rolls provided by the County prior to billing.

[b] Undivided Interest of parent Property ID 709554 located at 216 Bryan Way, billed 50% to Property ID 702061 and 50% to Property ID 709555.

[c] Totals may not match the Annual Installment due to rounding.

[d] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

# EXHIBIT B - DISTRICT ANNUAL INSTALLMENTS SCHEDULE

| Installment Due 1/31 | Principal | Interest[b] | Annual Collection Costs | Annual Installment[a] |
|---|---|---|---|---|
| 2027 | $ 36,937.85 | $ 66,500.25 | $ 20,315.00 | $ 123,753.10 |
| 2028 | $ 38,430.14 | $ 65,007.96 | $ 17,544.00 | $ 120,982.10 |
| 2029 | $ 39,982.72 | $ 63,455.38 | $ 17,894.88 | $ 121,332.98 |
| 2030 | $ 41,598.02 | $ 61,840.08 | $ 18,252.78 | $ 121,690.88 |
| 2031 | $ 43,278.58 | $ 60,159.52 | $ 18,617.83 | $ 122,055.93 |
| 2032 | $ 45,027.03 | $ 58,411.07 | $ 18,990.19 | $ 122,428.29 |
| 2033 | $ 46,846.12 | $ 56,591.97 | $ 19,369.99 | $ 122,808.09 |
| 2034 | $ 48,738.71 | $ 54,699.39 | $ 19,757.39 | $ 123,195.49 |
| 2035 | $ 50,707.75 | $ 52,730.35 | $ 20,152.54 | $ 123,590.64 |
| 2036 | $ 52,756.34 | $ 50,681.75 | $ 20,555.59 | $ 123,993.69 |
| 2037 | $ 54,887.70 | $ 48,550.40 | $ 20,966.70 | $ 124,404.80 |
| 2038 | $ 57,105.16 | $ 46,332.94 | $ 21,386.04 | $ 124,824.14 |
| 2039 | $ 59,412.21 | $ 44,025.89 | $ 21,813.76 | $ 125,251.86 |
| 2040 | $ 61,812.46 | $ 41,625.63 | $ 22,250.03 | $ 125,688.13 |
| 2041 | $ 64,309.69 | $ 39,128.41 | $ 22,695.03 | $ 126,133.13 |
| 2042 | $ 66,907.80 | $ 36,530.30 | $ 23,148.94 | $ 126,587.03 |
| 2043 | $ 69,610.87 | $ 33,827.22 | $ 23,611.91 | $ 127,050.01 |
| 2044 | $ 72,423.15 | $ 31,014.94 | $ 24,084.15 | $ 127,522.25 |
| 2045 | $ 75,349.05 | $ 28,089.05 | $ 24,565.84 | $ 128,003.93 |
| 2046 | $ 78,393.15 | $ 25,044.95 | $ 25,057.15 | $ 128,495.25 |
| 2047 | $ 81,560.23 | $ 21,877.86 | $ 25,558.30 | $ 128,996.39 |
| 2048 | $ 84,855.27 | $ 18,582.83 | $ 26,069.46 | $ 129,507.56 |
| 2049 | $ 88,283.42 | $ 15,154.68 | $ 26,590.85 | $ 130,028.95 |
| 2050 | $ 91,850.07 | $ 11,588.03 | $ 27,122.67 | $ 130,560.77 |
| 2051 | $ 95,560.81 | $ 7,877.28 | $ 27,665.12 | $ 131,103.22 |
| 2052 | $ 99,421.47 | $ 4,016.63 | $ 28,218.42 | $ 131,656.52 |
| **Total** | **$ 1,646,045.78** | **$ 1,043,344.77** | **$ 582,254.58** | **$ 3,271,645.12** |

**Footnotes:**

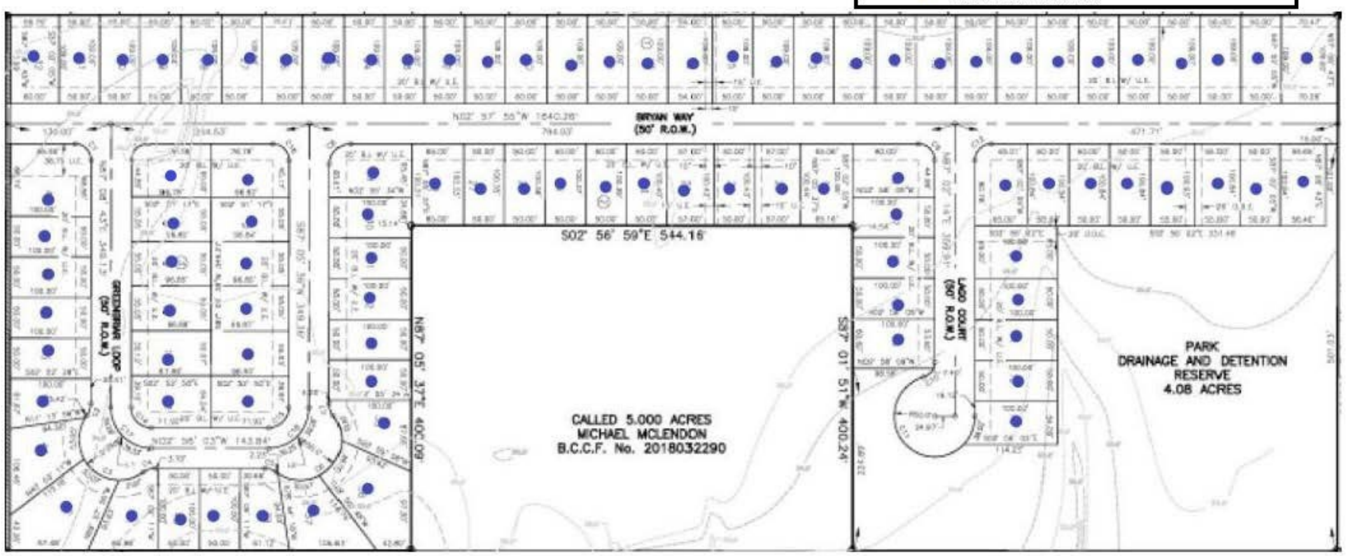
[a] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.
[b] The interest rate on the Reimbusement Obligation is estimated at a 4.04% rate.

# EXHIBIT C – LOT CLASSIFICATION MAP

Kiber Reserve Public Improvement District
Lot Summary

Section 1
- 48 Residential Lots

Section 2
- 45 Residential Lots



# EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot types are contained in this Exhibit:

- Residential Lot

[Remainder of page intentionally left blank.]

# KIBER RESERVE PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE RESIDENTIAL LOT

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[1] RETURN TO:

_______________________

_______________________

_______________________

_______________________

_______________________

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANGLETON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____________________________________________

STREET ADDRESS

**LOT TYPE RESIDENTIAL LOT PRINCIPAL ASSESSMENT: $17,699.42**

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 ***Kiber Reserve 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 the 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 the City of Angleton.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

| | |
|---|---|
| DATE: | DATE: |
| _______________________________ | _______________________________ |
| SIGNATURE OF PURCHASER | SIGNATURE OF PURCHASER |

STATE OF TEXAS §
§
COUNTY OF _______ §

The foregoing instrument was acknowledged before me by_______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____________________________ _____________________________
SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF ________ §

The foregoing instrument was acknowledged before me by______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Brazoria County.

# ANNUAL INSTALLMENTS - RESIDENTIAL LOT

| Lot Type Residential Annual Installments | | | | |
|---|---|---|---|---|
| Installments Due 1/31 | Principal | Interest[b] | Annual Collection Costs | Annual Installment[a] |
| 2027 | $ 397.18 | $ 715.06 | $ 218.44 | $ 1,330.68 |
| 2028 | $ 413.23 | $ 699.01 | $ 188.65 | $ 1,300.88 |
| 2029 | $ 429.92 | $ 682.32 | $ 192.42 | $ 1,304.66 |
| 2030 | $ 447.29 | $ 664.95 | $ 196.27 | $ 1,308.50 |
| 2031 | $ 465.36 | $ 646.88 | $ 200.19 | $ 1,312.43 |
| 2032 | $ 484.16 | $ 628.08 | $ 204.20 | $ 1,316.43 |
| 2033 | $ 503.72 | $ 608.52 | $ 208.28 | $ 1,320.52 |
| 2034 | $ 524.07 | $ 588.17 | $ 212.45 | $ 1,324.68 |
| 2035 | $ 545.24 | $ 566.99 | $ 216.69 | $ 1,328.93 |
| 2036 | $ 567.27 | $ 544.97 | $ 221.03 | $ 1,333.27 |
| 2037 | $ 590.19 | $ 522.05 | $ 225.45 | $ 1,337.69 |
| 2038 | $ 614.03 | $ 498.20 | $ 229.96 | $ 1,342.20 |
| 2039 | $ 638.84 | $ 473.40 | $ 234.56 | $ 1,346.79 |
| 2040 | $ 664.65 | $ 447.59 | $ 239.25 | $ 1,351.49 |
| 2041 | $ 691.50 | $ 420.74 | $ 244.03 | $ 1,356.27 |
| 2042 | $ 719.44 | $ 392.80 | $ 248.91 | $ 1,361.15 |
| 2043 | $ 748.50 | $ 363.73 | $ 253.89 | $ 1,366.13 |
| 2044 | $ 778.74 | $ 333.49 | $ 258.97 | $ 1,371.21 |
| 2045 | $ 810.20 | $ 302.03 | $ 264.15 | $ 1,376.39 |
| 2046 | $ 842.94 | $ 269.30 | $ 269.43 | $ 1,381.67 |
| 2047 | $ 876.99 | $ 235.25 | $ 274.82 | $ 1,387.06 |
| 2048 | $ 912.42 | $ 199.82 | $ 280.32 | $ 1,392.55 |
| 2049 | $ 949.28 | $ 162.95 | $ 285.92 | $ 1,398.16 |
| 2050 | $ 987.64 | $ 124.60 | $ 291.64 | $ 1,403.88 |
| 2051 | $ 1,027.54 | $ 84.70 | $ 297.47 | $ 1,409.71 |
| 2052 | $ 1,069.05 | $ 43.19 | $ 303.42 | $ 1,415.66 |
| **Total** | **$ 17,699.42** | **$ 11,218.76** | **$ 6,260.80** | **$ 35,178.98** |

**Footnotes:**

[a] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, interest earnings, or other available offsets could increase or decrease the amounts shown.

[b] The interest rate on the Reimbusement Obligation is estimated at a 4.04% rate.

THE HEART OF BRAZORIA COUNTY
ANGLETON

# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** July 28, 2026

**PREPARED BY:** Kyle Reynolds, Assistant Director of Development Services

**AGENDA CONTENT:** Conduct a public hearing, discussion, and take possible action on Order No. 20260728-008 finding and declaring the property located at 208 S. Hancock Street, Angleton, Brazoria Vounty, Texas 77515, and the structure thereupon to be a public nuisance and substandard and ordering the abatement of the public nuisance conditions and the demolition and removal of the structure; providing for amendment; and providing for severability.

**AGENDA ITEM SECTION:** Public Hearing and Action Item

**BUDGETED AMOUNT:** $________Estimate **FUNDS REQUESTED:** $_____ Estimate

**FUND:** General Fund, Development Services Department, Account No. 01-535-455: Contractual Labor, Not budgeted.

**EXECUTIVE SUMMARY AND HISTORY:**

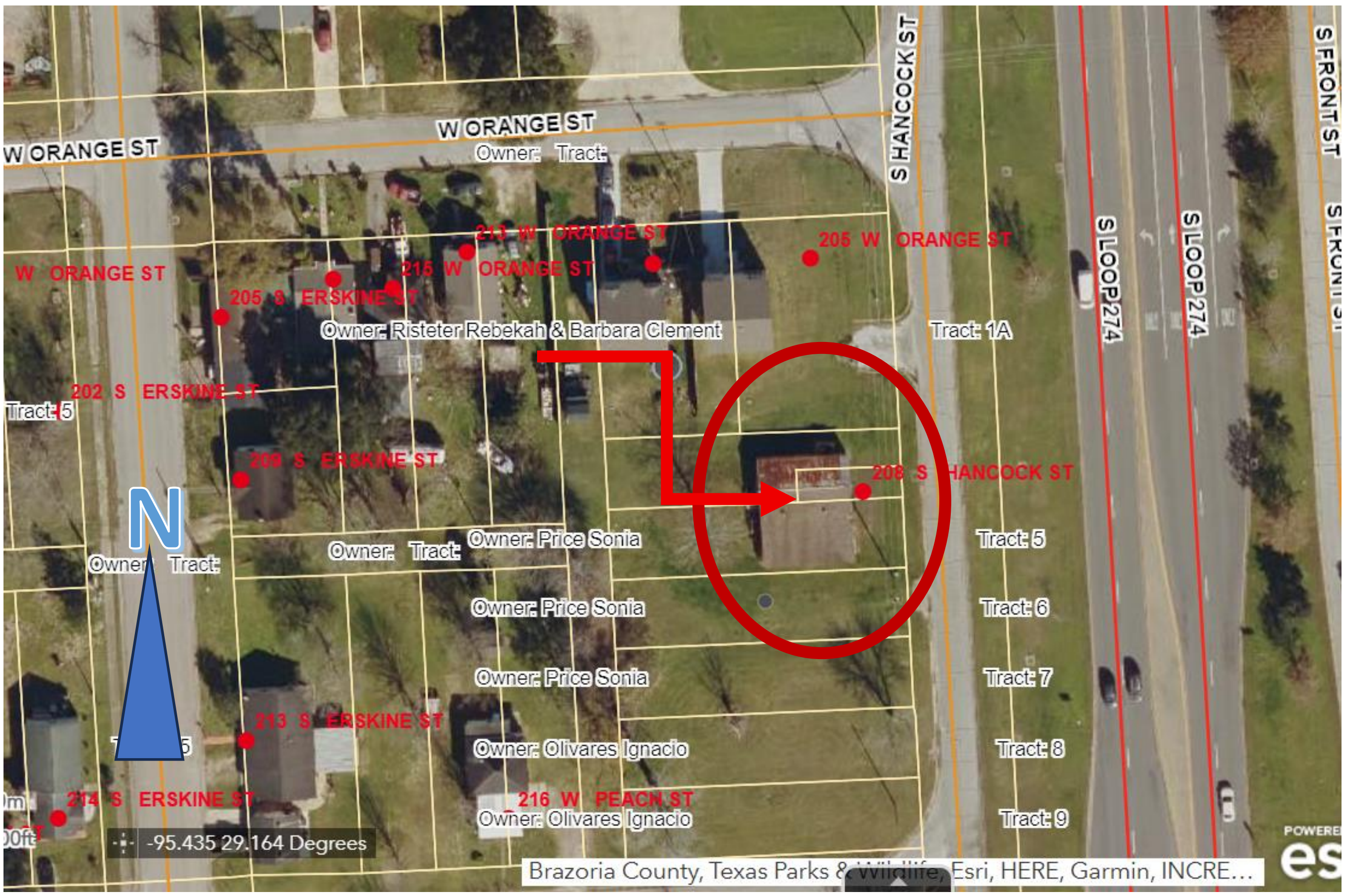
As early as 2008-2012, City staff members of the Development Services Department has serviced this location with a number of property maintenance structural and high weeds and grass issues over time at 208 S. Hancock St., Angleton, Texas.

The current public hearing was sent to the property ownership on June 3, 2026 via certified mail (Cert# 0589 0710 5270 3553 4326 22), and was posted in the local newspaper classified ads and notice section, for property being in a substandard condition with the 2015 International Property Maintenance Code.

## Lien History:

**A lien was filed and released: October 26 2018**: LIEN # 2018054761; Released 8/21/2019. $119 plus interest and administrative fees; high weeds and grass.

# VICINITY MAP



# PHOTOGRAPHS






| | |
|---|---|

**RECOMMENDATION:**

Staff recommends that City Council hold the public hearing, receive input, and consider approval of the Order for the demolition of the dilapidated, substandard, unsafe structure at 208 S. Hancock St., within the next 30 days.

# ORDER NO. 20260728-008

**AN ORDER OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, FINDING AND DECLARING THE PROPERTY LOCATED AT 208 S. HANCOCK STREET, ANGLETON, BRAZORIA COUNTY, TEXAS 77515, AND THE STRUCTURE THEREUPON TO BE A PUBLIC NUISANCE AND SUBSTANDARD AND ORDERING THE ABATEMENT OF THE PUBLIC NUISANCE CONDITIONS AND THE DEMOLITION AND REMOVAL OF THE STRUCTURE; PROVIDING FOR AMENDMENT; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS,** Chapter 5 of the City of Angleton, Texas ("City") Code of Ordinances regulates buildings and building regulations within the City; and

**WHEREAS,** Chapter 5, Article 12 of the City's Code of Ordinances regulates substandard buildings and structures within the City; and

**WHEREAS,** Chapter 5, Art. 12 Sec. 5-575 of the City's Code of Ordinances empowers the City Council of the City of Angleton, Texas, ("City Council") to schedule a public hearing and cite the owner, lienholder, or mortgagee of the building or structure to appear and submit proof of the scope of any work that may be required to comply with the City's standard building regulations, why such building or structure should not be declared a substandard building or structure and why he should not be ordered to repair, vacate or demolish the building or structure; and

**WHEREAS,** the City Council convened in a duly noticed public meeting on July 28, 2026, during which City Council conducted a public hearing pursuant to Chapter 5, Article 12, Sec. 5-575 of the City's Code of Ordinances wherein the City Council considered whether to declare the real property and improvements located at 208 S. Hancock St., Angleton, Brazoria County, Texas 77515, ("Property") to be substandard and enter an order regarding the abatement of the public nuisance on the Property and the repair or demolition of Property; and

**WHEREAS,** notice of the public hearing was mailed via certified mail return receipt requested to all owners, representatives, lien holders, mortgagees and other interested parties at least ten (10) days prior to the date of the public hearing and said notice included the statement that the owner, lien holder, or mortgagee would be required to submit at the public hearing proof of the scope of any work that may be required to comply with the City's ordinances and the time it would take to reasonably perform the work as required by Texas Local Government Code Sec. 214.001(c) and Sec. 5-575(1) of the City's Code of Ordinances; and

**WHEREAS,** the City Council held a public hearing on Tuesday, July 28, 2026, at 6:00 o'clock p.m. before the City Council regarding the Property during which it received a report regarding the condition of the Property from City staff and received public comments relating to the condition of the Property and the health and safety hazards observed; and

**WHEREAS,** The City Council finds that the owner failed to submit at the public hearing proof of the scope of any work that may be required to comply with the City's ordinances and the time it would take to reasonably perform the work as required by Texas Local Government Code Sec. 214.001(c) and Sec. 5-575(1) of the City's Code of Ordinances; and

**WHEREAS,** The City Council finds that the conditions presently existing on the Property located at 208 S. Hancock St., Angleton, Brazoria County, Texas 77515, constitute a public nuisance and the structure thereupon qualifies as a substandard building or structure.

**NOW, THEREFORE, BASED ON THE EVIDENCE PRESENTED DURING THE PUBLIC HEARING, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:**

**SECTION 1.** The recitals and findings contained in the preamble to this Order are correct and the same are approved and adopted.

**SECTION 2**. The present condition of the real property located at 208 S. Hancock St., Angleton, Brazoria County, Texas 77515, is a public nuisance and the structure located thereupon is a substandard building or structure according to the City's Code of Ordinances.

**SECTION 3.** WITHIN NINETY (90) DAYS OF THE EXECUTION OF THIS ORDER, the owner or lien holder/mortgagee must comply with this Order and Section 5-575 of the City's Code of Ordinances as follows:

a. Demolish the structure located at 208 S. Hancock St., Angleton, Brazoria County, Texas 77515, as identified by the Chief Building Official at the July 14, 2026, public hearing currently existing on the Property; including demolish and remove the structure, including all accessory structures, the concrete slab, light fixtures, and utility lines associated with or otherwise servicing the Property, and the property shall be cleaned and graded.

b. In the event the owner, lienholder, or mortgagee fails to comply with this Order within the time prescribed, the City may take such action as authorized by law to abate the condition, including but not limited to repair, removal, or demolition of the structure, and may assess the expenses incurred against the property, which may constitute a lien against the property as provided by law.

c. The City Council hereby establishes the following time schedule for the commencement and performance of the work: Commencement of demolition work shall occur no later than thirty (30) days from the date of this Order. Substantial progress shall be demonstrated within sixty (60) days from the date of this Order. Completion of demolition and site clearing shall occur within (90) days from the date of this Order.

d. The owner, lienholder, or mortgagee shall secure the property in a reasonable manner from unauthorized entry during the period in which the work is being performed, including but not limited to boarding, fencing, or other measures as determined by the City Council or its designated hearing official.

**SECTION 4**. This Order may be amended by a majority vote of the City Council.

**SECTION 5**. *Severability*. In the event any clause, phrase, provision, or sentence or part of this Order 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 Order as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council 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 6**. *Appeal*. This Order may be appealed to a district court within thirty (30) days after the date a copy of this Order is personally delivered or mailed by certified mail to the owner, lienholder, or mortgagee of record, in accordance with Texas Local Government Code§ 214.0012.

**PASSED, APPROVED, AND ORDERED ON THIS 28TH DAY OF JULY, 2026.**

**EXECUTED ON THE 28TH DAY OF JULY, 2026**.

THE CITY OF ANGLETON, TEXAS

____________________________

John Wright
Mayor

ATTEST:

____________________________

Desiree Henson, TRMC
City Secretary

# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** July 28, 2026

**PREPARED BY:** Kyle Reynolds, Assistant Director of Development Services

**AGENDA CONTENT:** Conduct a public hearing, discussion, and take possible action on Order No. 20260728-009 finding and declaring the property located at 631 W. Orange St., Angleton, Brazoria County, Texas 77515, and the structure thereupon to be a public nuisance and substandard and ordering the abatement of the public nuisance conditions and the demolition and removal of the structure; providing for amendment; and providing for severability.

**AGENDA ITEM SECTION:** Public Hearing and Action Item

**BUDGETED AMOUNT:** $________Estimate **FUNDS REQUESTED:** $_____ Estimate

**FUND:** General Fund, Development Services Department, Account No. 01-535-455: Contractual Labor, Not budgeted.

**EXECUTIVE SUMMARY AND HISTORY:**

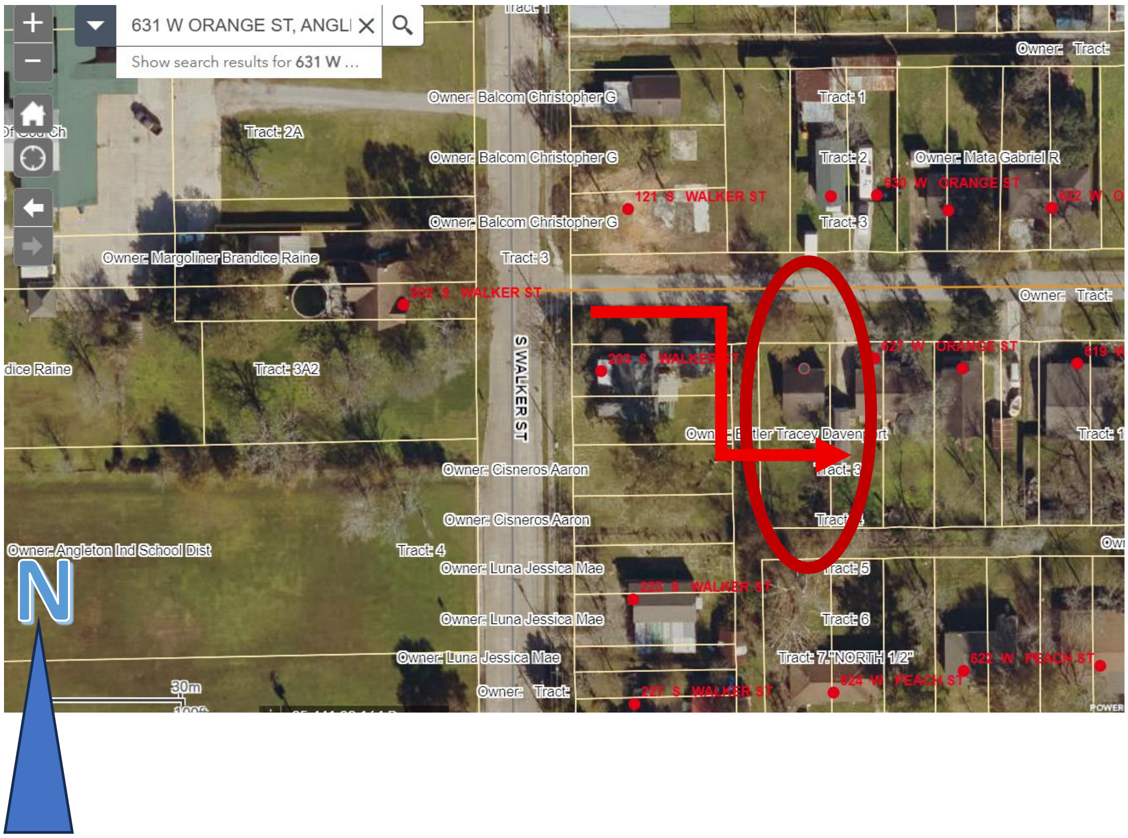
As early as 2008-2012, City staff members of the Development Services Department has serviced this location with a number of property maintenance structural and high weeds and grass enforcement actions over time at 631 W Orange St., Angleton, Texas.

The current public hearing was sent to the property ownership on June 3, 2026 via certified mail (Cert# 0589 0710 5270 3553 4326 22), and was posted in the local newspaper classified ads and notice section, for property being in a substandard condition with the 2015 International Property Maintenance Code.

## Lien History:

**Liens were filed and released: October 14, 2019**: LIEN # 2018053888/$ 133.00; LIEN # 2018041991/$ 105.00; and LIEN # 2018021063/ $ 65.00.

# VICINITY MAP



## PHOTOGRAPHS


**2012 Property Photograph**

## RECOMMENDATION:

Staff recommends that City Council hold the public hearing, receive input, and consider approval of the Order for the demolition of the dilapidated, substandard, unsafe structure at 631 W Orange St., within the next 30 days.

# ORDER NO. 20260728-009

**AN ORDER OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, FINDING AND DECLARING THE PROPERTY LOCATED AT 631 W. ORANGE ST., ANGLETON, BRAZORIA COUNTY, TEXAS 77515, AND THE STRUCTURE THEREUPON TO BE A PUBLIC NUISANCE AND SUBSTANDARD AND ORDERING THE ABATEMENT OF THE PUBLIC NUISANCE CONDITIONS AND THE DEMOLITION AND REMOVAL OF THE STRUCTURE; PROVIDING FOR AMENDMENT; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS,** Chapter 5 of the City of Angleton, Texas ("City") Code of Ordinances regulates buildings and building regulations within the City; and

**WHEREAS,** Chapter 5, Article 12 of the City's Code of Ordinances regulates substandard buildings and structures within the City; and

**WHEREAS,** Chapter 5, Art. 12 Sec. 5-575 of the City's Code of Ordinances empowers the City Council of the City of Angleton, Texas, ("City Council") to schedule a public hearing and cite the owner, lienholder, or mortgagee of the building or structure to appear and submit proof of the scope of any work that may be required to comply with the City's standard building regulations, why such building or structure should not be declared a substandard building or structure and why he should not be ordered to repair, vacate or demolish the building or structure; and

**WHEREAS,** the City Council convened in a duly noticed public meeting on July 28, 2026, during which City Council conducted a public hearing pursuant to Chapter 5, Article 12, Sec. 5-575 of the City's Code of Ordinances wherein the City Council considered whether to declare the real property and improvements located at 631 W. Orange St., Angleton, Brazoria County, Texas 77515, ("Property") to be substandard and enter an order regarding the abatement of the public nuisance on the Property and the repair or demolition of Property; and

**WHEREAS,** notice of the public hearing was mailed via certified mail return receipt requested to all owners, representatives, lien holders, mortgagees and other interested parties at least ten (10) days prior to the date of the public hearing and said notice included the statement that the owner, lien holder, or mortgagee would be required to submit at the public hearing proof of the scope of any work that may be required to comply with the City's ordinances and the time it would take to reasonably perform the work as required by Texas Local Government Code Sec. 214.001(c) and Sec. 5-575(1) of the City's Code of Ordinances; and

**WHEREAS,** the City Council held a public hearing on Tuesday, July 28, 2026, at 6:00 o'clock p.m. before the City Council regarding the Property during which it received a report regarding the condition of the Property from City staff and received public comments relating to the condition of the Property and the health and safety hazards observed; and

**WHEREAS,** The City Council finds that the owner failed to submit at the public hearing proof of the scope of any work that may be required to comply with the City's ordinances and the time it would take to reasonably perform the work as required by Texas Local Government Code Sec. 214.001(c) and Sec. 5-575(1) of the City’s Code of Ordinances; and

**WHEREAS,** The City Council finds that the conditions presently existing on the Property located at 631 W. Orange St., Angleton, Brazoria County, Texas 77515, constitute a public nuisance and the structure thereupon qualifies as a substandard building or structure.

**NOW, THEREFORE, BASED ON THE EVIDENCE PRESENTED DURING THE PUBLIC HEARING, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:**

**Section 1.** The recitals and findings contained in the preamble to this Order are correct and the same are approved and adopted.

**Section 2**. The present condition of the real property located at 631 W. Orange St., Angleton, Brazoria County, Texas 77515, is a public nuisance and the structure located thereupon is a substandard building or structure according to the City's Code of Ordinances.

**Section 3**. WITHIN NINETY (90) DAYS OF THE EXECUTION OF THIS ORDER,the owner or lien holder/mortgagee must comply with this Order and Section 5-575 of the City's Code of Ordinances as follows:

a. Demolish the structure located at 631 W. Orange St., Angleton, Brazoria County, Texas 77515, as identified by the Chief Building Official at the July 14, 2026, public hearing currently existing on the Property; including demolish and remove the structure, including all accessory structures, the concrete slab, light fixtures, and utility lines associated with or otherwise servicing the Property, and the property shall be cleaned and graded.

b. In the event the owner, lienholder, or mortgagee fails to comply with this Order within the time prescribed, the City may take such action as authorized by law to abate the condition, including but not limited to repair, removal, or demolition of the structure, and may assess the expenses incurred against the property, which may constitute a lien against the property as provided by law.

c. The City Council hereby establishes the following time schedule for the commencement and performance of the work: Commencement of demolition work shall occur no later than thirty (30) days from the date of this Order. Substantial progress shall be demonstrated within sixty (60) days from the date of this Order. Completion of demolition and site clearing shall occur within (90) days from the date of this Order.

d. The owner, lienholder, or mortgagee shall secure the property in a reasonable manner from unauthorized entry during the period in which the work is being performed, including but not limited to boarding, fencing, or other measures as determined by the City Council or its designated hearing official.

**Section 4**. This Order may be amended by a majority vote of the City Council.

**Section 5**. *Severability***.** In the event any clause, phrase, provision, or sentence or part of this Order 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 Order as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council 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 6**. *Appeal***.** This Order may be appealed to a district court within thirty (30) days after the date a copy of this Order is personally delivered or mailed by certified mail to the owner, lienholder, or mortgagee of record, in accordance with Texas Local Government Code§ 214.0012.

**PASSED, APPROVED, and ORDERED on this 28th day of July, 2026.**

**EXECUTED on the 28th day of July, 2026**.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Desiree Henson, TRMC
City Secretary

THE HEART OF BRAZORIA COUNTY ANGLETON

# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** July 28, 2026

**PREPARED BY:** Otis T. Spriggs, AICP, Development Services Director

**AGENDA CONTENT:** Conduct a public hearing, discussion and take possible action on Ordinance No. 20260714-006, amending Chapter 5, buildings and Chapter 7, "fire prevention and protection", of the code of ordinances to adopt and upgrade existing codes to the 2024 international building code, the 2024 international swimming pool and spa code, the 2024 international residential code, the 2024 international plumbing code, the 2024 international mechanical code, the 2024 international fuel gas code, the 2024 international energy conservation code, the 2024 international existing building code, the 2023 National Electrical Code (NEC), and the 2024 international property maintenance code, each as published by the international code council, inc.; providing certain amendments and deletions to said standard codes. (Note that this public hearing remained open and continued).

**AGENDA ITEM SECTION:** Public Hearing and Action Item

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

**FUND:** None

**EXECUTIVE SUMMARY:**

**Purpose**

The proposed ordinance updates the City's construction and fire safety regulations by replacing the currently adopted 2015 International Codes with the 2024 editions published by the International Code Council (ICC), along with the 2023 National Electrical Code (NEC). The ordinance also incorporates several locally adopted amendments that reflect the City's existing development practices while improving administrative efficiency and consistency.

***The Public Hearing was tabled, and discussions and research are ongoing. Staff was tasked to come back with comparisons of the changes that are subject of the new 2024 codes. Please refer to the table exhibit highlighted those comparisons. Also provided within the slide deck are the new SurveyMonkey responses received from public input***

## Background

The City's current building regulations were adopted in 2019 and are primarily based on the 2015 International Codes. Since that time, significant changes have been made to national building standards, construction methods, energy efficiency requirements, resiliency standards, and life safety provisions.

City Staff organized a Builder's Forum event to gather insight from local area builders regarding the proposed ICC Codes. The event was available to participants to attend in person or online via a Teams call to participate. Adurra and SAFEbuilt presented attendees with a summary of the 2024 ICC Codes and 2023 NEC Code, respectively. SAFEbuilt discussed that aside from the update of industry standards, the Texas Windstorm Insurance Association (TWIA) requires structures to be built to the 2024 ICC Standards in order to be insured. The Forum was a successful outreach event and received positive feedback from the contractors and builders that were present.

## Major Components of the Ordinance

The ordinance adopts the following code editions:

- 2024 International Building Code (IBC)
- 2024 International Residential Code (IRC)
- 2024 International Existing Building Code (IEBC)
- 2024 International Fire Code (IFC)
- 2024 International Plumbing Code (IPC)
- 2024 International Mechanical Code (IMC)
- 2024 International Fuel Gas Code (IFGC)
- 2024 International Energy Conservation Code (IECC)
- 2024 International Swimming Pool and Spa Code (ISPSC)
- 2024 International Property Maintenance Code (IPMC)
- 2023 National Electrical Code (NEC)

## Significant Local Amendments

While the ordinance largely adopts the ICC model codes, several local amendments have been retained or added to address Angleton's operational needs.

## Administrative Consistency

The ordinance standardizes:

- Building Official authority

- Development Services Department enforcement responsibilities
- Permit valuation procedures
- Appeals procedures
- Fee administration
- Violation and penalty language

These provisions create consistent administrative procedures across all adopted codes, simplifying enforcement and improving customer service.

**Benefits to the Community**

Adoption of the 2024 Codes provides several benefits:

- Improved life safety through updated building and fire protection standards.
- Enhanced storm resilience and structural performance using current engineering practices.
- Greater energy efficiency for new construction.
- Better consistency with current State of Texas laws.
- Increased predictability for builders working throughout the region that have already adopted newer code editions.
- Reduced need for future ordinance revisions by updating obsolete code references.
- More efficient permit administration through standardized procedures across all adopted codes.

**Impact on Builders and Developers**

The ordinance is not intended to significantly alter the City's development process.

Instead, it:

- modernizes the technical construction standards;
- provides clearer administrative procedures;
- removes outdated code references;
- aligns permit administration across all disciplines; and
- provides builders with current nationally recognized construction standards already widely used throughout Texas.

Most local amendments retained in the ordinance reflect existing City practices that builders and design professionals are already familiar with.

Please follow this link, to review all of the 2024 Code Sections: https://codes.iccsafe.org/codes/i-codes/2024-icodes

## Fiscal Impact

The ordinance is not expected to create a significant fiscal impact on the City's operating budget. Existing staffing and administrative processes will continue to administer the adopted codes.

Long-term benefits include reduced ambiguity during plan review and inspections, more consistent enforcement, and improved administrative efficiency.

## Recommendation

Staff recommends approval of the ordinance adopting the 2024 International Codes and 2023 National Electrical Code and associated local amendments.

The proposed ordinance modernizes the City's building and fire regulations, improves consistency across all adopted codes, incorporates stakeholder feedback, preserves appropriate local amendments, and positions the City to continue supporting safe, resilient, and high-quality development while remaining aligned with current industry standards and State of Texas requirements.

# ORDINANCE NO. 20260714-006

**AN ORDINANCE OF THE CITY OF ANGLETON, AMENDING CHAPTER 5, "BUILDINGS AND BUILDING REGULATIONS" AND CHAPTER 7, "FIRE PREVENTION AND PROTECTION", OF THE CODE OF ORDINANCES TO ADOPT THE 2024 INTERNATIONAL BUILDING CODE, THE 2024 INTERNATIONAL SWIMMING POOL AND SPA CODE, THE 2024 INTERNATIONAL RESIDENTIAL CODE, THE 2024 INTERNATIONAL PLUMBING CODE, THE 2024 INTERNATIONAL MECHANICAL CODE, THE 2024 INTERNATIONAL FUEL GAS CODE, THE 2024 INTERNATIONAL ENERGY CONSERVATION CODE, 2023 NATIONAL ELECTRIC CODE, THE 2024 INTERNATIONAL EXISTING BUILDING CODE, AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, EACH OF AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC.; PROVIDING CERTAIN AMENDMENTS AND DELETIONS TO SAID STANDARD CODES; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Angleton, Texas (the "City"), is a Home Rule City possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code, and the City of Angleton's Home Rule Charter; and

**WHEREAS**, the City Council of the City of Angleton, Texas, ("City") desires to adopt current building code adopted by the State of Texas to promote the safe development of the City; and

**WHEREAS**, the City of Angleton conducted a number of work sessions and stakeholder engagement sessions on May 26, 2026 with City Council and on June 9, 2026 with the developers and contractor professionals, to engage the public and review issues regarding this topic; and

**WHEREAS**, the City Council of the City of Angleton, Texas, ("City") conducted a Public Hearing on July 14, 2026 and July 28, 2026; and

**WHEREAS,** the City Council of the City of Angleton, Texas is desirous of adopting all additional building and fire codes adopted by the State of Texas that are presently not referenced in the Code of Ordinances to fully and effectively implement all state codes currently in effect and to eliminate references to outdated codes and standards; and

**WHEREAS**, on March 12, 2019, by Ordinance 3-03-2019, the City Council of the City of Angleton, Texas, adopted the 2015 International Building Code, 2015 International Residential Code, 2015 International Existing Building Code, the NFPA 70, National Electrical Code, 2014 Edition, including the appendices, the 2015 International Mechanical Code, the 2015 International Fire Code, 2015 International Fuel Gas Code, NFPA 54, 2006 Edition, NFPA 30, Flammable and Combustible Liquids Code 1990 and 2012 Editions), the 2015 International Swimming Pool and Spa Code, the 2015 International Property Maintenance Code with amendments, and the 2015 International Energy Conservation Code, published by the International Code Council and the National Fire Safety Association, along with various local amendments thereto, as the various building codes applicable to building and development within the City of Angleton, and such adoption of the various building codes and local amendments were codified in Chapter 5, Buildings, of the Code of Ordinances of the City of Angleton; and

**WHEREAS**, the adoption of the 2024 editions of the International Codes, including the local amendments, will provide the most current life safety applications with respect to construction, occupancy, use and maintenance of buildings and structures in the City of Angleton; and

**WHEREAS**, the City Council deems it is in the best interest of the City and its citizens to update the building and development codes and local amendments thereto that are applicable within the City of Angleton, and that Chapter 5, Buildings, of the Code of Ordinances of the City of Angleton should be revised to adopt the 2024 International Building Code, the 2024 International Swimming Pool and Spa Code, the 2024 International Residential Code, the 2024 International Plumbing Code, the 2024 International Mechanical Code, the 2024 International Fuel Gas Code, the 2024 International Energy Code, the 2024 International Existing Building Code, and the 2024 International Property Maintenance Code, as published by the International Code Council, Inc., as the building codes applicable to building and development within the City of Angleton; and

**WHEREAS**, the City Council deems it is in the best interest of the City and its citizens to update the fire and life safety codes and local amendments thereto that are applicable within the City of Angleton, and that Chapter 7, Fire Prevention and Protection of the Code of Ordinances of the City of Angleton should be revised to adopt the 2024 International Fire Code as published by the International Code Council, Inc., as the building codes applicable to building and development within the City of Angleton.

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

**SECTION 1.** The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2.** That Chapter 5, Buildings, of the Code of Ordinances of the City of Angleton, Texas, is hereby amended and revised to read as follows:

**Chapter 5 – BUILDINGS AND BUILDING REGULATIONS**

**ARTICLE III. - BUILDING CONSTRUCTION STANDARDS**

**Sec. 5-31. Building, residential, and energy conservation code- Adopted; application.**

(a) For the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment and use of occupancy, location and maintenance of buildings and structures, including penalties, there is hereby adopted and incorporated by reference as the Building Code of the City of Angleton, Texas, subject only to the exceptions contained hereinafter, the ~~2015~~ 2024 International Building Code, ~~2015~~ 2024 International Residential Code, ~~2015~~ 2024 International Existing Building Code, and the ~~2015~~ 2024 International Energy Conservation Code, published by the International Code Council, Inc,, are published in book form and electronic form and are incorporated by reference herein, and made a part hereof for all purposes.

(b) A copy of such codes shall be available in the office of the building official in book form and via the World Wide Web at http://codes.iccsafe.org/category/I-Codes.

(c) If any conflict may arise between the provisions of the building code adopted by this section and any other applicable provisions of state law or city ordinance, the most stringent requirement shall prevail and be controlling.

**Sec. 5-32. – Amendments to adopted building, residential, and energy conservation codes.**
The following are the amendments to the codes adopted herein (§5-31):

~~(1) *Building Official*. The term Building Official shall mean the building inspector, or any other officer of the City designated by the City Manager, having the duty to enforce the building regulations of the City.~~

~~(2) *Site Inspection*. In addition to the site inspection described in Section 109 of the of the Building Code and Residential Code, a slab site inspection shall be required to ensure that the ground has been scraped and all vegetation has been removed.~~

~~(3) *Permit fees*. All permit fees are as on file with the City Secretary.~~

~~(4) *Section 105*. Board of Building Adjustment and Appeals.~~

~~a. The City Council is hereby designated, authorized and directed to hear all appeals concerning provisions of this Chapter and interpretation thereof and shall be referred to herein as the Board of Building Adjustment and Appeals.~~

~~b. The Board of Adjustment and Appeals shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decisions, the vote of each member participating therein, the absence of a member, and any failure of a member to vote.~~

~~(5) *Violations and Penalties.* Any person, firm, corporation or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, demolish or move any structure, or has erected, constructed, altered, repaired, moved or demolished, a building or structure in violation of any provision of this code is committed or continued and, upon conviction of any such violation, shall be fined pursuant to Section 1-14 of the Code of Ordinances.~~

~~(6) *Automatic Amendments to Preserve Intent.* To the extent that any section numbers of the adopted code are amended, or to the extent that the provisions of the adopted code sections are moved to other sections of the adopted code, then the references in this Code of Ordinances to the section number of the adopted code shall be correspondingly amended as necessary to maintain the force, effect, and the intent of this Chapter.~~

**The following are amendments to the 2024 International Building Code:**

**Part 1 – Scope and Application**

**Section 101: Scope and General Requirements**

**[A] 101.1 Title.**

These regulations shall be known as the *Building Code* of Angleton, Texas, hereinafter referred to as "this code."

**Part 2 – Administration and Enforcement**

**Section 103: Code Compliance Agency**

**[A] 103.1: Creation of enforcement agency.**

The Development Services Department is hereby created and the official in charge thereof shall be known as the *building official*. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

**Section 105: Permits**

**[A] 105.2: Work exempt from permit.**

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this *jurisdiction*. *Permits* shall not be required for the following:

**Building:**

~~1. One-story detached accessory *structures* used as tools and storage sheds, playhouses and similar uses, provided that the floor area is not greater than 120 square feet (11 m$^2$).~~
~~2. Fences, other than swimming pool barriers, not over 7 feet (2134 mm) high.~~
~~3.~~ 1. Oil derricks.
~~4.~~ 2. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or IIIA liquids.
~~5.~~ 3. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18,925 L) and the ratio of height to diameter or width is not greater than 2:1.
~~6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade and not over any basement or story below and are not part of an accessible route.~~
~~7.~~ 4. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
~~8.~~ 5. Temporary motion picture, television, and theater stage sets and scenery.
~~9.~~ 6. Prefabricated swimming pool accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18,925 L) and are installed entirely above ground.
~~10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.~~
~~11.~~ 7. Swings and other playground equipment accessory to detached one- and two-family dwellings.
~~12.~~ 9. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.
~~13.~~ 10. Nonfixed and movable fixtures, cases, racks, counters, and partitions not over 5 feet 9 inches (1,753 mm) in height.

**{Remainder Unchanged}**

**The following are amendments to the 2024 International Residential Building Code:**

**Part 1 – Scope and Application**

**Section R101: Scope and General Requirements**

**R101:1 Title.**

These provisions shall be known as the *Residential Code for One- and Two-family Dwellings* of Angleton, Texas, and shall be cited as such and will be referred to herein as "this code."

**Part 2 – Administration and Enforcement**

**Section R103: Code Compliance Agency**

**R103.1: Creation of agency.**

The Development Services Department is hereby created and the official in charge thereof shall be known as the *building official*. The function of this agency shall be the implementation, administration, and enforcement of the provisions of this code.

**Section R105: Permits**
**R105.2: Work exempt from permit.**
Exemption from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this *jurisdiction*. Permits shall not be required for the following:

**Building:**

~~1. Other than *storm shelters,* one-story detached accessory structures, provided that the floor area does not exceed 200 square feet (18.58 m²).~~
~~2. Fences not over 7 feet (2,134 mm) high.~~
~~3.~~ 1. Retaining walls that are not over 4 feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
~~4.~~ 2. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (1,8927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
~~5. Sidewalks and driveways.~~
~~6.~~ 3. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
~~7.~~ 4. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
~~8.~~ 5. Swings and other playground equipment.
~~9.~~ 6. Window awnings supported by an exterior wall that do no project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.
~~10. Decks may not exceed 200 square feet (1,858 m²) in area that are not more than 30 inches (762 mm) above grade at any point, are not attached to dwelling or townhouse and do not serve the exit door required by Section R318.4.~~

**{Remainder Unchanged}**

**Section R108: Fees.**
~~**R108.3: Building permit valuations.**~~
~~Building permit valuation shall include total value of the work for which a permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and other permanent systems, including materials and labor.~~

**Chapter 36: General Plumbing Requirements**
**P2603.5.1: Sewer depth.**
*Building sewers* that connect to private sewage disposal systems shall be not less than (12) inches below finished grade at the point of septic tank connection. Building sewers shall not be less than (12) inches below grade.

**The following are amendments to the 2024 International Existing Building Code:**
**Section 101: Scope and General Requirements**
**[A] 101.1: Title**

These regulations shall be known as the *Existing Building Code* of Angleton, Texas, hereinafter referred to as “this code.”

**Section 103: Code Compliance Agency**

**[A] 103.1: Creation of agency.**

The Development Services Department is hereby created, and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

**Section 108: Fees**

**[A] 108.3 Permit Valuations.**

The applicant for a permit shall provide an estimate of value of the work for which the permit is being issued at the time of application. Such estimated valuations shall include total value of work, including materials and labor for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. Where, in the opinion of the code official, the valuation is underestimated, the permit shall be denied unless the applicant can show detailed estimates acceptable to the code official. The code official shall have the authority to adjust the final valuation for the permit fees.

The applicant for residential projects is not required to submit a valuation for any residential structure, alteration, or addition.

**The following are the amendments to the 2024 International Energy Conservation Code:**

**Section C101: Scope and General Requirements**

**C101.1: Title**

These regulations shall be known as the *Energy Conservation Code* of Angleton, Texas, hereinafter referred to as “this code.”

**Section C103: Code Compliance Agency**

**C103.1: Creation of enforcement agency**

The Development Services Department is hereby created and the official in charge shall be known as the authority having jurisdiction (AHJ). The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

**Section C106: Fees**

**C106.3: Valuation of work**

The applicant for a permit shall provide an estimated value of the work for which the permit is being issued at the time of application. Such estimated valuations shall include the total value of work, including materials and labor. Where, in the opinion of the code official, the valuation is

underestimated, the permit shall be denied unless the applicant can show detailed estimates acceptable to the code official. The final valuation shall be approved by the code official.
The applicant for residential projects is not required to submit a valuation for any residential structure, alteration, or addition.

**ARTICLE V. – ELECTRICAL**
**DIVISION 5. STANDARDS**
**Sec. 5-131. – Electrical code adopted.**
The city hereby adopts the NFPA 70, National Electrical Code, ~~2014~~ 2023 Edition, including the appendices, and the ~~2015~~ 2024 International Fire Code, except as expressly stated herein. Said code are published in book form and are referred to, incorporated herein, and made a part hereof for all purposes.
**Sec. 5-132. – Amendments to adopted electrical code.**
The following amendments to the codes adopted in section 5-131 are hereby adopted:

~~(1) Electrode grounds shall be not less than five-eighths inch copper clad with clamps of bronze or brass.~~

~~(2) Bridging a meter or making a connection ahead of the meter, resulting in the use or availability of unmetered electrical energy to any person is prohibited. It shall also be unlawful knowingly to use such unmetered electrical energy.~~

(3) There shall be no splice between the grounding buss in the distribution panel or other associated equipment and the grounding electrode ground rod. The grounding electrode ground rod must be a minimum depth of eight feet in the ground.

**ARTICLE VI. – MECHANICAL CODE**
**DIVISION 4. – STANDARDS**
**Sec. 5-211. – Mechanical code adopted.**
The city hereby adopts the ~~2015~~ 2024 International Mechanical Code, as published by the International Code Council, Inc. Said code is published in book form and electronic form and is incorporated by reference herein, and made a part hereof for all purposes.
**Sec. 5-14. – Amendments to adopted code.**
The following amendments to the code is hereby adopted:

~~(1) A 125-volt, single phase, 15 or 20 ampere-rated receptable shall be installed at a readily accessible location for the servicing of heating, air conditioning and refrigeration equipment. The disconnecting means for heating, air conditioning, or refrigeration equipment shall in no case be installed farther than six feet from the service side of the equipment.~~

**Section 101: Scope and General Requirements**
**[A] 101.1: Title**
These regulations shall be known as the *Mechanical Code* of Angleton, Texas, hereinafter referred to as "this code."

**Section 103: Code Compliance Agency**

**[A] 103.1 Creation of agency**

The Development Services Department is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be implementation, administration, and enforcement of the provisions of this code.

**ARTICLE VII. – PLUMBING**

**DIVISION 1. – GENERALLY**

**Sec. 5-257. – Code adopted.**

The city hereby adopts the ~~2012~~ 2024 International Plumbing Code, with amendments, as published by the International Code Council. Said codes are published in book form, and are referred to, incorporated herein, and made a part thereof for all purposes.

**Sec. 5-258. – Amendments to adopted code.**

The following sections of the code referred to in Section 5-257 above are hereby amended as follows:

~~(1) Under section 108.4 of the plumbing and gas code, the "specific offense" shall be a misdemeanor and shall be punishable by a fine ("amount") of not more than $2,000.00)~~

~~(2) Section 108.5 of the plumbing and gas code shall have a minimum penalty of $100.00 and a maximum penalty of $500.00.~~

**Section 101: Scope and General Requirements**

**[A] 101.1: Title.**

These regulations shall be known as the *Plumbing Code* of Angleton, Texas, hereinafter referred to as "this code."

**Section 103: Code compliance agency.**

**[A] 103.1 Creation of agency.**

The Development Services Department is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

**Section 108: Fees**

**[A] 108.3: Permit Valuations.**

The applicant for a permit shall provide an estimated value of the work for which the permit is being issued at time of application. Such estimated valuations shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and permanent systems. Where, in the opinion of the building official, the valuation is underestimated, the permit shall be denied, unless the applicant can show

detailed estimates acceptable to the building official. The building official shall have the authority to adjust the final valuation for permit fees.
The applicant for residential projects is not required to submit a valuation for any residential structure, alteration, or addition.

**Section [A] 114.4: Violation penalties.**
Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing work in violation of the *approved* construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than $2,000.00~~, or by imprisonment not exceeding [number of days], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

**Section 903.1.1 Roof extension unprotected.**
Open vent pipes that extend through a roof shall terminate not less than 6 inches above the roof.

**DIVISION 7. NATURAL GAS PLUMBING STANDARDS AND REGULATIONS**
**SEC. 5-410.- FUEL GAS CODE.**
The city hereby adopts the ~~2015~~ 2024 International Fuel Gas Code, NFPA 54, 2006 Edition, NFPA 30, Flammable and Combustible Liquids Code 1990 and 2012 Editions), as published by the International Code Council, Inc., and the National Fire Safety Associate, with said codes being published in book form and electronic form and is incorporated by reference herein, and made a part hereof for all purposes.
**Sec. 5-412 ~~Reserved~~ Amendments to adopted code.**
The following sections of the International Fuel Gas Code, 2024 Edition, are hereby amended as follows:
**Section 101(IFGC): Scope and General Requirements**
[A] 101.1: Title.
These regulations shall be known as the *Fuel Gas Code* of Angleton, Texas, hereinafter referred to as “this code.”

**Section 103 (IFGC): Code Compliance Agency**
**[A] 103.1: Creation of agency.**
The Development Services Department is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

**Section 108 (IFGC): Fees**
**[A] 108.3: Permit valuations.**

The applicant for a permit shall provide an estimated value of the work for which the permit is being issued at the time of application. Such estimated valuations, shall include total value of work, including materials and labor, for which the permit is being issued, such as plumbing equipment permanent systems. Where, in the opinion of the code official, the valuation is underestimated, the permit shall be denied unless the applicant can show detailed estimates acceptable to the code official. The code official shall have the authority to adjust the final valuation for permit fees.
The applicant for residential projects is not required to submit a valuation for any residential structure, alteration, or addition.

**ARTICLE VIII. – SWIMMING POOLS**
**SEC. 5-496. – SWIMMING POOL CODE- ADOPTED.**
The city hereby adopts the ~~2015~~ 2024 International Swimming Pool and Spa Code, as published by the International Code Council, save and such portions as may be hereinafter be amended. Said code is published in book form and electronic form and is incorporated by reference herein, and made a part hereof for all purposes.
**Sec. 5-497. – Same – Amendments.**

~~(a) Section 105.6 of the Standard Swimming Pool Code is hereby amended to read as follows:~~
~~*Schedule of Fees:*~~
~~Please refer to the fee schedule of the City of Angleton.~~

~~(b) Section 107 of said code is hereby amended to read as follows:~~
~~Violations and Penalties: Any person, firm, or corporation found guilty of violating any of the provisions of this code shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in Section 1-14 of the City of Angleton Code of Ordinances.~~

**Section 101: Scope and general requirements**
**[A] 101.1: Title**
The regulations shall be known as the Swimming Pool and Spa Code of Angleton, Texas, hereinafter referred to as "this code."

**Section 103: Code compliance agency**
**[A] 103.1: Creation of agency.**
The Development Services Department is hereby created and the official in charge shall be known as the code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

**Section 109: Fees**
**[A] 109.3: Permit valuations.**
The applicant for a permit shall provide an estimated value of the work for which the permit is being issued at the time of application. Such estimated valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as mechanical equipment

and permanent systems. Where, in the opinion of the code official, the valuation is underestimated, the permit shall be denied unless the applicant can show detailed estimates to the code official. The code official shall have the authority to adjust the final valuation for permit fees.
The applicant for residential projects is not required to submit a valuation for any residential structure, alterations, or additions.

**Section 113: Violations**
**[A] 113.4: Violation penalties.**
~~Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair a pool or spa in violation of the *approved* construction documents or directive of the *code official,* or of a permit or certificate issued under the provisions of this code, shall be guilty of a [SPECIFY OFFENSE], punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~
Violations and Penalties: Any person, firm, or corporation found guilty of violating any of the provisions of this code shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in Section 1-14 of the City of Angleton Code of Ordinances.
**ARTICLE IX. – PROPERTY MAINTENANCE CODE**
**SEC. 5-511. – ADOPTION OF CODE.**
The city hereby adopts the ~~2015~~ 2024 International Property Maintenance Code with amendments published by the International Code Council, Inc. Said code is published in book form and electronic form and is incorporated by reference herein, and made a part hereof for all purposes.
**Sec. 5-512 Amendments to adopted code.**

(1) Section ~~111~~- 106 all references to the "Board of Appeals" shall mean the City Council of the City of Angleton.
(2) Section ~~111.2~~- 108.2 is hereby deleted.
~~(3) Section 302.4 (Weeds)- height limitation for weeds or plants shall be fourteen (14) inches.~~

**Section 101: Scope and General Requirements**
**[A] 101.1: Title.**
These regulations shall be known as the *Property Maintenance Code* of Angleton, Texas, hereinafter referred to as "this code."

**Section 103: Code Compliance Agency**
**[A] 103.1: Creation of agency**
The Development Services Department is hereby created and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.
**Section 302: Exterior Property Areas**
**302.4: Weeds.**

Premises and exterior property shall be maintained free from weeds or plant growth in excess of fourteen (14) inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 107.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

Appendix B: Board of Appeals (Amend Appendix B removing all references to the Board of Appeals and retaining the following Sections)

B101.2 Application for appeal. Any person shall have the right to appeal a decision of the code official to the board. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the code official within 20 days after the notice was served.

B101.2.1 Limitation of authority. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

B101.2.2 Stays of enforcement. Appeals of notice and orders, other than Imminent Danger notices, shall stay the enforcement of the notice and order until the appeal is heard by the board.

B101.4 Rules and procedures. The board shall establish policies and procedures necessary to carry out its duties consistent with the provisions of this code and applicable state law. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be presented.

B101.5 Notice of meeting. The ~~board~~ City Council shall meet upon notice from the chairperson, within ~~10~~ 20 days of the filing of an appeal or at stated periodic intervals.

B101.5.1 Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard.

B101.7 Board decision. The board shall only modify or reverse the decision of the code official by a concurring vote of three or more members.

B101.7.1 Resolution. The decision of the ~~board~~ City Council shall be by resolution. Every decision shall be promptly filed in writing in the office of the code official within three days and shall be open to the public for inspection. A certified copy shall be furnished to the appellant or the appellant's representative and to the code official.

B101.7.2 Administration. The code official shall take immediate action in accordance with the decision of the board.

B101.8 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

**SECTION 3.** That Chapter 7, Fire Prevention and Protection, of the Code of Ordinances of the City of Angleton, Texas, is hereby amended and revised to read as follows:

**CHAPTER 7 – FIRE PREVENTION AND PROTECTION**
**ARTICLE II. – FIRE PREVENTION AND PROTECTION STANDARDS**
**Sec. 7-16. – International Fire Code adopted.**

(a) The ~~2015~~ 2024 Edition of the International Fire Code and Appendix D thereto, as published by the International Code Council, Inc., is hereby adopted and made a part of this chapter.
(b) To the extent that any section numbers of the Standard Fire Prevention Code are amended, or to the extent that the provisions of the International Fire Code sections are moved to other sections of the IFC, then the references in this Code of Ordinances to the section numbers of the code shall be correspondingly amended as necessary to maintain the force, effect, and intent of this Code of Ordinances.
(c) The following additional codes adopted by the State of Texas shall be incorporated by reference into this section:
  - Flammable and Combustible Liquids Code, NFPA 30 1990 and 2012 Editions adopted by 28 Texas Administrative Code §34.5;
  - Life Safety Code (NFPA), NFPA 101 adopted by V.T.C.A., Health and Safety Code §242.039 and §252.038, and NFPA 101 2015 Edition adopted by 28 Texas Administrative Code §233.062.

**Section 101 Scope and General Requirements**
**Scope and General Requirements**
**[A] 101.1 Title**
These regulations shall be known as the *Fire Code* of Angleton, Texas, hereinafter referred to as "this code."
**Section 108: Fees**
**108.3: Permit valuations.**
The applicant for a permit shall provide an estimated value of the work for which the permit is being issued at the time of application. Such estimated valuations shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and permanent systems. Where in the opinion of the fire code official, the valuation is underestimated, the permit shall be denied unless the applicant can show detailed estimates acceptable to the fire code official. The fire code official shall have the authority to adjust the final valuation for permit fees.
The applicant for residential projects is not required to submit a valuation for any residential structure, alteration, or addition.

**<u>SECTION 4</u>**. *Severability.* Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

**<u>SECTION 5</u>**. *Penalty Provision.* Any person, firm, corporation or business entity violating this Ordinance, if deemed guilty and upon conviction thereof, shall be fined as set forth herein. Each unlawful act or continuing day's violation under this Ordinance shall constitute a separate offense. The penal provision imposed under this Ordinance shall not preclude the City of Angleton from filing suit to enjoin the violation. The City of Angleton retains all legal rights and remedies available to it pursuant to local, state and federal law.

**<u>SECTION 6</u>**. *Publication.* The City Secretary of the City of Angleton is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the City of Angleton Charter.

**<u>SECTION 7</u>**. *Effective Date.* This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code, and the City of Angleton Charter.

**<u>SECTION 8</u>**. *Open Meetings Act.* It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**PASSED AND APPROVED ON THIS 14TH DAY OF JULY 2026.**

[SIGNATURE PAGE TO FOLLOW]

CITY OF ANGLETON, TEXAS

__________________________________
John Wright
Mayor

ATTEST:

__________________________________
Desiree Henson, TRMC
City Secretary

# CITY COUNCIL MEETING

## GLO RCP Building Codes Update

July 28, 2026

THE HEART OF BRAZORIA COUNTY ANGLETON

# Meeting Outline

- Team Introduction
- Project Overview
- Community Engagement
    - Concerns & Priorities
    - Builder's Forum/Other Feedback
    - Questionnaire Responses
- Surrounding Communities
- Code Comparison
- Code Update Considerations
- Significant Code Changes for Update
- 2024 ICC Code Adoption
- Benefits
- Discussion/Questions

GLO RCP Building Codes Update

THE HEART OF BRAZORIA COUNTY ANGLETON

# Project Overview - Scope



## Building Code Updates

Develop, adopt, & implement building codes that foster a greater degree of resiliency by meeting or exceeding the IRC 2012

## Funding

**100% funded** by General Land Office, Resilient Communities Program Grant (GLO RCP)

## Schedule (GLO Requirements)

| | **Milestone 1**<br>May 2025<br>(Month 1) | **Milestone 2**<br>Jun 2025-Jan 2026<br>(Months 2-9) | **Milestone 3**<br>Feb 2026-Aug 2026<br>(Months 10-16) | **Milestone 4**<br>Sep 2026 -July 2027<br>(Months 17-27) | **Milestone 5**<br>Aug 2027<br>(Month 28) |
|---|---|---|---|---|---|
| **GRANT AWARD & PROCUREMENT** | | | | | |
| **COMPREHENSIVE PLAN UPDATE** | | | | | |
| **BUILDING CODE UPDATE UPDATES** | | | | | |
| **ZONING & LDC UPDATE** | | | | | |
| **GRANT CLOSE-OUT** | | | | | |

# GLO RCP Building Codes Update

THE HEART OF BRAZORIA COUNTY ANGLETON

# Project Overview - Work Schedule

**Kick-off**
February 2026 – April 2026
Work Plan, Community Engagement, CC Work Session,

**Findings & Draft Amendments**
May 2026 – June 2026
Findings, Analysis, Stakeholder Meeting, Draft Amendments

**Finalization & Adoption**
July 2026 – August 2026
CC Input, Public Hearing, Adoption

**Community Input**

- City Council Work Session
- Advisory Committee (AC) - 2 Meetings
- Website initialization
- Online questionnaire
- Community notices
- Stakeholder interviews

## GLO RCP Building Codes Update

THE HEART OF BRAZORIA COUNTY ANGLETON

# Community Engagement

- Previous
  - Community Questionnaire, Focus Groups Meetings, Interviews, Community Events
- Specific Questionnaire
  - Website
  - Display at City hall
  - E-mailed to:
    - Participants of the Builders Forum
    - City's e-mail list of building professionals
  - Links to the Codes to the 2024 ICC

    https://codes.iccsafe.org/codes/i-codes/2024-icodes


https://www.surveymonkey.com/r/AngletonBuildingCodeUpdates

*The public is invited to attend 2 separate Public Hearings before the final Ordnance of Adoption*

**GLO RCP Building Codes Update**

THE HEART OF BRAZORIA COUNTY ANGLETON

# Concerns & Priorities

## What has been heard so far from the Community*

- Updated **Fire** Codes (Safety)
- Property **Maintenance** Codes & Enforcement (Neighborhood Preservation)
- **Exterior** Maintenance & Façade Standards (Maintenance)
- Flexible **Rehabilitation** & Safety Standards for Aging Buildings
- Higher Quality & **Durable** Materials (New Housing Quality)
- Flooding & Storm **Resilience** Standards (Disasters)
- Safety, Comfort, & **Accessibility** Codes (Seniors And ADA)
- Flexible **Rehabilitation**/Adaptive **Reuse** (Downtown Reinvestment)
- **Energy Efficient** Fixtures & Sustainability Standards (Low Energy Costs)
- Permit Review & Inspection **Predictability** (Efficient Processes)

**Community Questionnaire, Focus Groups Meetings, Interviews, Community Events*

**GLO RCP Building Codes Update**

THE HEART OF BRAZORIA COUNTY ANGLETON

# Concerns & Priorities*

## What has been heard so far from the Community*

- Potential unnecessary hardships for builders in the community?
- Previously unclear changes to standards?
- Potential cost concerns for property owners and builders?

These concerns and priorities have been explained further in the following slides

GLO RCP Building Codes Update

THE HEART OF BRAZORIA COUNTY ANGLETON

# Concerns Addressed*

## Potentially unnecessary hardships for builders in the community?

- International Code Council is nationally recognized as the minimum safety standards that help ensure buildings are safe, durable, and built consistently regardless of who designs or constructs them.
- Zoning Ordinances and other City regulations dictate where and if a particular structure can be built; the ICC Codes set standards for building those structures.
- ICC Codes cover a myriad of building and occupancy types, many of which most municipalities will not encounter.
- **Local amendments** to the ICC Codes are another means to customize the ICC Codes for the municipality. The code can be amended after adoption as the need arises.

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# Concerns Addressed*

## Previously unclear changes and updates to the ICC Codes?

- Spreadsheet provided with all significant changes to the Codes organized by summary and further broken down into separate sections for each Code Book.

**Significant Changes — Code Summary**

| Code | Edition Comparison | Changes Listed |
|---|---|---|
| IBC | 2015 → 2024 | 15 |
| IRC | 2015 → 2024 | 15 |
| IMC | 2015 → 2024 | 12 |
| IPC | 2015 → 2024 | 14 |
| IFGC | 2015 → 2024 | 12 |
| IEBC | 2015 → 2024 | 12 |
| IECC | 2015 → 2024 | 13 |
| IFC | 2015 → 2024 | 13 |
| IPMC | 2015 → 2024 | 13 |
| ISPSC | 2015 → 2024 | 13 |
| NEC | 2014 → 2023 | 15 |

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# Concerns Addressed*

## Potential cost concerns for property owners and builders?

- There is no verified method to measure the exact cost impact the updated codes would have on the bottom line of the construction process.
- The proposed updates do require stricter energy code compliance standards; however, those will yield long-term savings and increased property values based on the improved system's efficiency.
- A better ISO rating will help reduce the insurance premium for **residents and businesses.** Codes adopted within six years (2018) of the most recent code versions (2024) result in higher scores for the ISO calculations. With the release of the 2027 version in January 2027, 2015 codes will be obsolete.
  - ISO rating dictates insurance rates for the community.
  - Better ISO ratings result in lower insurance rates

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# Concerns Addressed*

## Potential cost concerns for property owners and builders?

- 2024 Windstorm requirements
  - State requirement
  - Brazoria County follows 2024
- Applicability
  - External and major changes.
  - Exceptions – interior or not affecting roofing/exterior/windows/doors/structure.
  - Need windstorm insurance for mortgage.

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# Builders Forum / Other Feedback

## June 9 Builder's Forum- Angleton City Hall

- Local area builders and developers attended
- Hosted in person and via Team's call for online viewing and participation
- Team presented the newly proposed ICC and NEC codes
- Attendees gave positive feedback on the upgraded codes
  - Many builders in the area are already building to these codes because local areas have adopted them in practice
- Conformance to 2024 windstorm is a **state requirement.** Supports 2024 codes. Added requirements **support resiliency**
- **Learn from other cities** that have adopted 2024 – to be efficient

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# Questionnaire Responses

Four responses

## What concerns do you have regarding adoption of the 2024 ICC Codes?

1. Increased construction costs (3)
2. Increased design costs (3)
3. Additional documentation requirements
4. Extended review times
5. Training needs (2)
6. New inspection requirements (2)
7. Energy Code requirements
8. Fire protection requirements (1)
9. None
10. Other (please specify) - No comments

*Mailed the week of 7/6/2026. Closes on 7/26/2026*

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# Questionnaire Responses

Two responses

## How familiar are you with the 2024 ICC Codes?

1. Extremely familiar
2. Very familiar
3. Somewhat familiar (2)
4. Not so familiar
5. Not at all familiar

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*Mailed the week of 7/6/2026. Closes on 7/26/2026*

# Surrounding Communities

| Angleton | 2015 |
|---|---|
| • Alvin | 2024 |
| • Friendswood | 2024 |
| • Pearland | 2021 |
| • Manvel | 2021 |
| • Katy | 2021 |
| • Pattison | 2021 |
| • Lake Jackson | 2018 |
| • Rosenberg | 2018 |
| • Brookshire | 2018 |
| • Brazoria County - | Single-family<br>• No building &fire codes<br>• County's flood plain requirement<br>Multi-family and non-residential<br>2018 Fire Codes |
| • State of Texas | 2024 (For Windstorm certification that is required in Angleton) |

## GLO RCP Building Codes Update

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# Code Comparison

## 2018

- Incremental changes
- Incremental improvements in safety and efficiency

## 2021

- Major updates and changes to construction types and material allowances
- Significant advancement in safety, energy, and technology

## 2024

- Adequately addresses current trends
- Utilizes previous modernization in construction types and materials to keep pace with changing industry

**GLO RCP Building Codes Update**

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# Code Update Considerations

Enhanced energy efficiency & sustainability

Safety: improved standards protect existing infrastructure while planning for growth

Planning for the future of growth, development, and resilience.

## GLO RCP Building Codes Update

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# Significant Code Changes For Update

- Uniform code clarity across all Code Sections
- Improved life safety provisions
- Electric Vehicle Charging and Battery Storage adequately addressed across all Code Sections
- Enhanced resiliency standards
- Stronger energy efficiency requirements
- Modernized construction practices

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# 2024 ICC Code Adoption

- Resiliency for Gulf Coast Conditions
- Supporting Economic Development
- Emerging Technologies
- Energy Efficiency and Operating Costs
- Adaptive Reuse and Redevelopment
- Enhanced Life Safety

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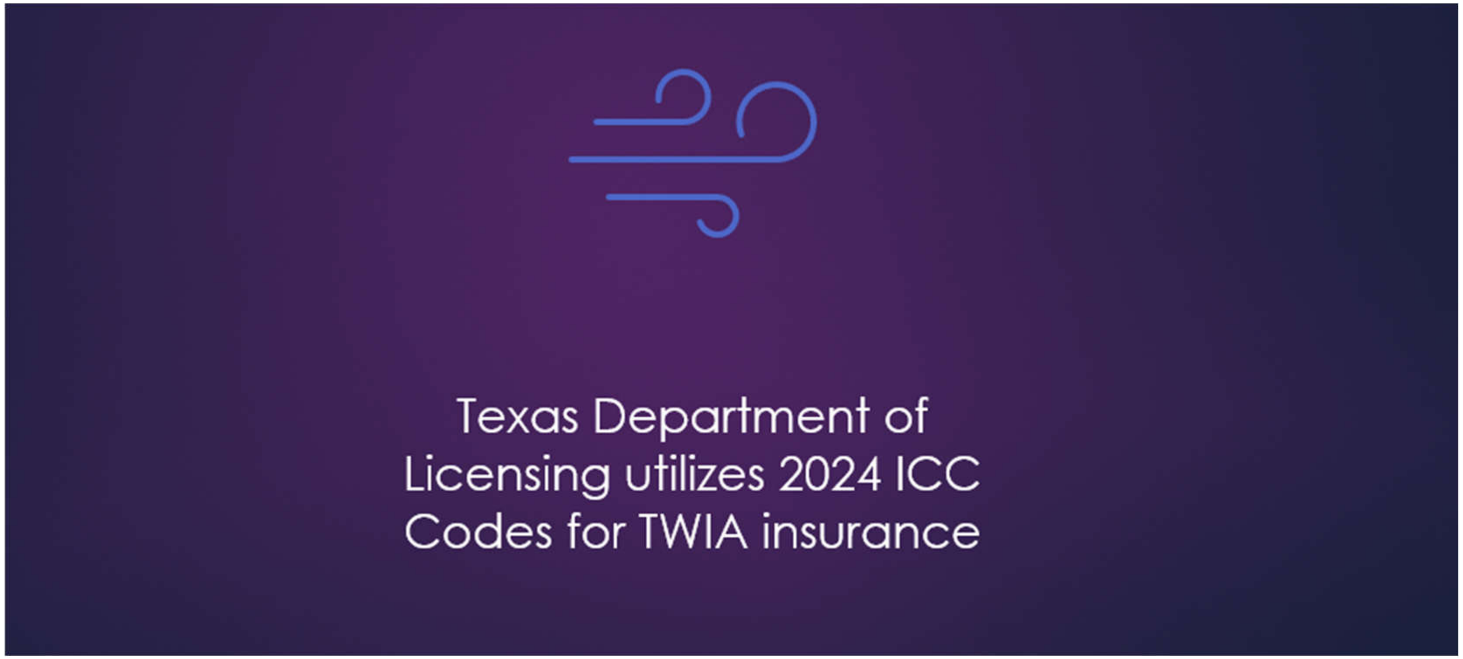
# Benefits: Resiliency For Gulf Coast Conditions


## GLO RCP Building Codes Update

# Benefits: Insurance Regulations

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# Benefits: Supporting Economic Development

Better accommodates industrial, commercial and mixed-use projects

Addresses modern building designs and occupancies

Helps Angleton remain competitive for investment

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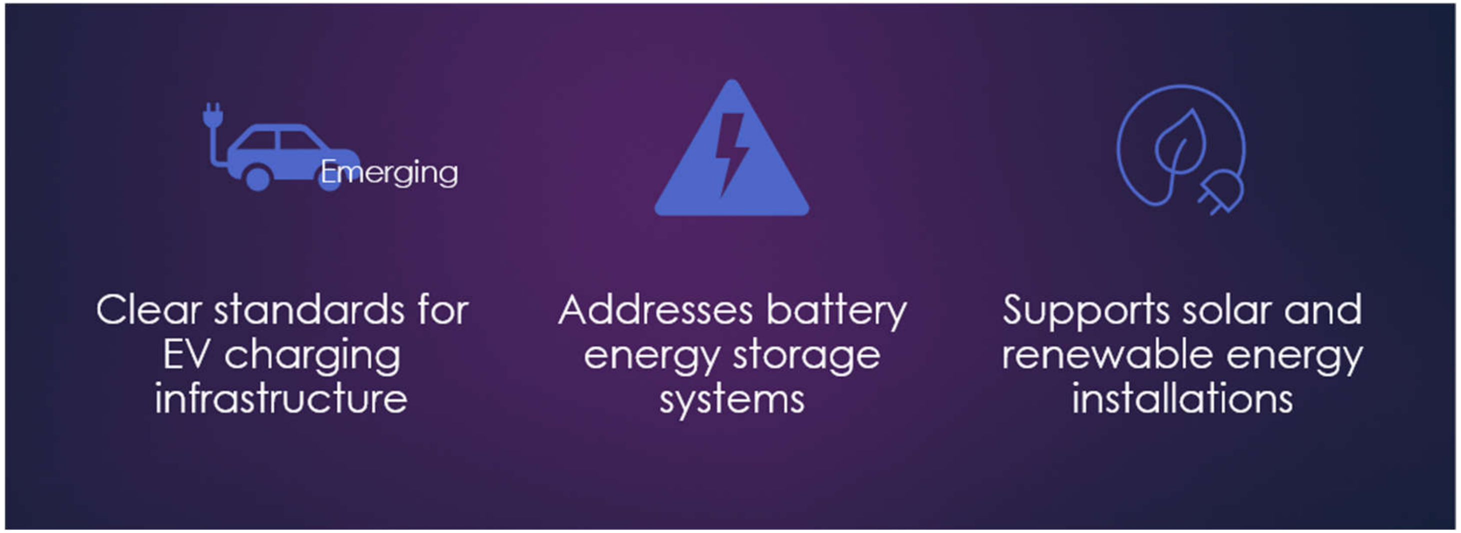
# Benefits: Emerging Technologies

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# Benefits: Energy Efficiency & Operating Costs


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# Benefits: Adaptive Reuse & Redevelopment


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# Benefits: Enhanced Life Safety

Updated fire protection requirements

Improved egress and occupant safety provisions

Protects residents, employees, and visitors

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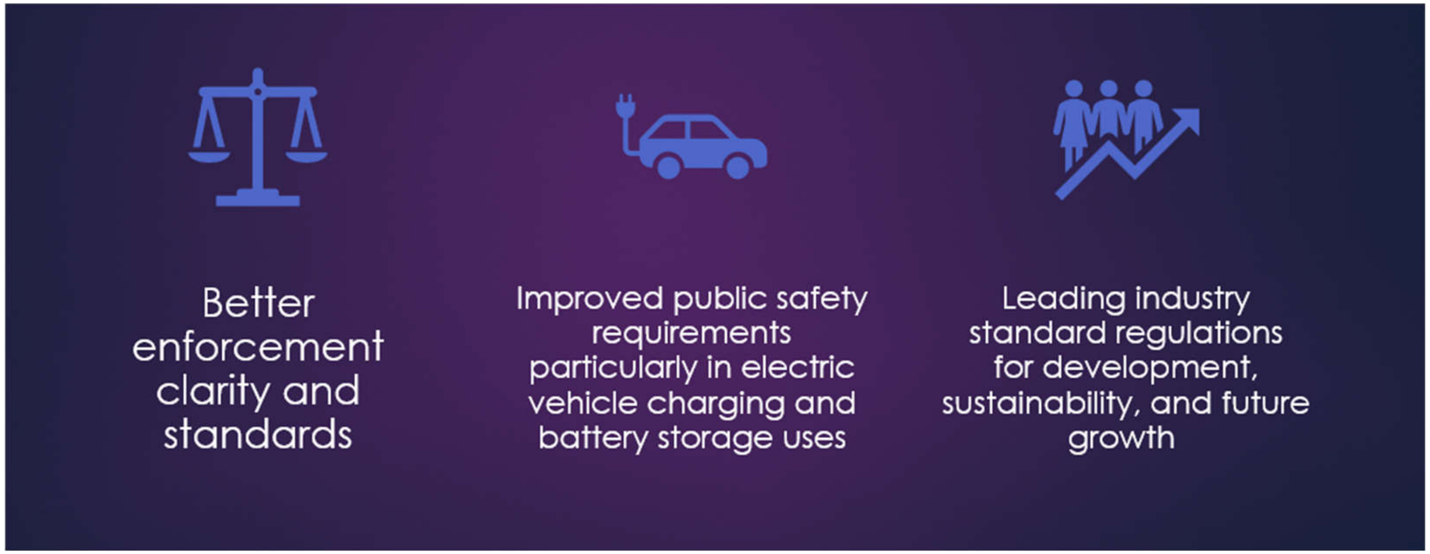
# Benefits: How Does This Affect Angleton?




## GLO RCP Building Codes Update

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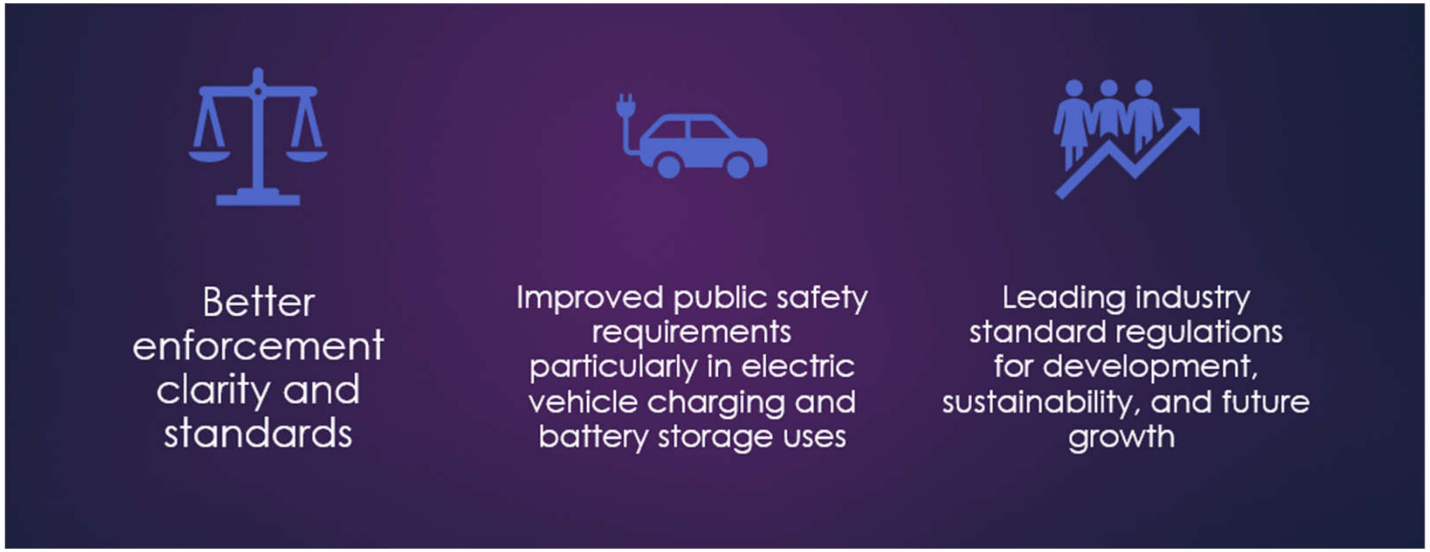
# Benefits: How Does This Affect Angleton?




## GLO RCP Building Codes Update

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# Discussion


GLO RCP
Building
Codes
Update

# Angleton — Consolidated Significant Code Changes (2015 and 2024)

*All significant changes consolidated into one file.* *Rev.7/21/2026*

| Code | Edition Comparison | Previous Section | Current Section | Chapter / Part | Significant Change | Previous Requirement | Current Requirement | What Changed | Change Type | Builder / Contractor Impact | Designer / Engineer Impact |
|---|---|---|---|---|---|---|---|---|---|---|---|
| IBC | 2015 → 2024 | 104 | 104 | 1 | Building official duties and powers | Earlier administrative organization and alternative-method review language. | Section 104 comprehensively reformatted; alternate materials, designs and methods review updated. | Administrative authority and review procedures are reorganized and clarified. | Reorganization / Modification | Low | Moderate |
| IBC | 2015 → 2024 | 202 | 202 | 2 | Definitions | 2015 definitions reflected older construction technologies and terminology. | Numerous definitions added, deleted and revised, including mass timber and newer systems. | Terminology and code scoping changed across many subjects. | Addition / Modification | Low | High |
| IBC | 2015 → 2024 | 403 | 403 | 4 | High-rise buildings | 2015 high-rise fire protection and emergency systems. | Updated fire pump water supply, emergency communication and system coordination. | High-rise design and fire protection review is more detailed. | Modification | Moderate | High |
| IBC | 2015 → 2024 | 411 | 411 | 4 | Special amusement areas / puzzle rooms | Puzzle rooms were not expressly regulated as a defined special amusement use. | Puzzle rooms are brought into special-amusement requirements. | Escape-room projects receive specific alarm, lighting and egress review. | Addition | Moderate | Moderate |
| IBC | 2015 → 2024 | 420 | 420 | 4 | Group R residential occupancies | Earlier residential special provisions. | Expanded and revised requirements for residential occupancies and accessory spaces. | More detailed fire and life-safety coordination. | Modification | Moderate | Moderate |
| IBC | 2015 → 2024 | 506/510 | 506/510 | 5 | Allowable area and horizontal separation | 2015 area calculations and podium-building rules. | Revised area methodology and clarified horizontal building separation. | Changes mixed-use and podium analysis. | Modification / Clarification | Moderate | High |
| IBC | 2015 → 2024 | 602 | 602 | 6 | Mass timber construction types | 2015 construction types did not include the expanded tall-mass-timber types. | Types IV-A, IV-B and IV-C and associated protection concepts are recognized. | New construction pathways for mass timber. | Addition / Major expansion | Moderate | High |
| IBC | 2015 → 2024 | 716 | 716 | 7 | Opening protectives | 2015 organization for fire doors, shutters and glazing. | Requirements reorganized and tables revised. | Cross-references and inspection criteria changed. | Reorganization / Modification | Moderate | Moderate |
| IBC | 2015 → 2024 | 903 | 903 | 9 | Automatic sprinkler systems | 2015 sprinkler thresholds and exceptions. | Multiple occupancy-specific thresholds and exceptions revised, including large open parking garages. | More projects may require sprinklers. | Expansion / Modification | High | Moderate |
| IBC | 2015 → 2024 | 915 | 915 | 9 | Carbon monoxide detection | More limited occupancy and source triggers. | CO detection expanded where CO-producing equipment is present. | Broader detection and notification requirements. | Expansion | Moderate | Moderate |
| IBC | 2015 → 2024 | 1009 | 1009 | 10 | Accessible means of egress | 2015 arrangement and scoping. | Reorganized and coordinated elevator, refuge and stair provisions. | Accessible egress plan review changes. | Reorganization / Modification | Moderate | High |
| IBC | 2015 → 2024 | 1109 | 1110/Plumbing coordination | 11 | Adult changing stations | Not broadly required. | Required in specified large facilities. | Adds equipment, room area and accessibility. | Addition | Moderate | High |
| IBC | 2015 → 2024 | 1404 | 1404 | 14 | Vapor retarders | Older climate-zone and assembly rules. | Updated and coordinated with IRC/IECC; more assembly options. | Moisture-control design pathways changed. | Modification | Moderate | High |
| IBC | 2015 → 2024 | 1604/1608/1616 | Chapter 16 | 16 | Structural loads | ASCE 7-10 era criteria; no general tornado-load framework. | ASCE 7-22 coordination, updated wind/snow/seismic/rain and tornado loads. | Structural design criteria materially updated. | Major standard update | High | High |
| IBC | 2015 → 2024 | 1705 | 1705 | 17 | Special inspections | 2015 inspection scope. | Expanded mass timber, metal building and firestop inspections. | More third-party inspection requirements. | Expansion | Moderate | Moderate |
| IBC | 2015 → 2024 | 2902.2 | 2902.2 | 29 | Added exceptions | only 2 exceptions for separate facilities | separate restooms no longer required provided there are enough toilet facilities for both sexes | new exceptions does not require separate mens/womens rooms provided the required number of toilet facilities are provided | Expansion of exceptions | Low | Low |
| IRC | 2015 → 2024 | R202 | R202 | 2 | Definitions | 2015 terminology and dwelling configurations. | Definitions revised for townhouses, sleeping lofts, energy storage and newer systems. | Scope and classification terminology changed. | Modification / Addition | Low | High |
| IRC | 2015 → 2024 | R301.2 | R301.2 | 3 | Climatic and geographic design criteria | 2015 wind, snow, seismic, frost and weathering data structure. | Updated maps, wind criteria and jurisdictional design inputs. | Angleton design criteria need reconfirmation. | Standard update | Moderate | High |
| IRC | 2015 → 2024 | R302.1 | R302.1 | 3 | Exterior walls and fire separation distance | 2015 lot-line and opening tables. | Revised tables, exceptions and imaginary lot-line concepts. | May alter walls/openings near property lines. | Modification | Moderate | High |
| IRC | 2015 → 2024 | R302.2 | R302.2 | 3 | Townhouse separation | 2015 common-wall requirements. | Revised common-wall and separate-wall options. | More design options but changed continuity details. | Modification | Moderate | High |
| IRC | 2015 → 2024 | R302.3 | R302.3 | 3 | Two-family dwellings | Separation could vary with lot line. | One-hour separation applies regardless of lot line; later provisions expanded. | Standardized and expanded duplex separation. | Modification | Moderate | High |
| IRC | 2015 → 2024 | R310 | Renumbered Chapter 3 provisions | 3 | Emergency escape and rescue openings | 2015 bedroom/basement opening and area-well requirements. | Reorganized and revised, including existing-building and access-path provisions. | Opening and exterior path review changed. | Modification / Reorganization | Moderate | Moderate |
| IRC | 2015 → 2024 | R314/R315 | Renumbered Chapter 3 safety provisions | 3 | Smoke and carbon monoxide alarms | 2015 alarm locations and alteration triggers. | Locations, replacement/alteration triggers and section numbering revised. | More coordination and updated citations. | Modification / Relocation | Moderate | Moderate |
| IRC | 2015 → 2024 | R326 | R315 | 3 | Sleeping lofts | No comprehensive sleeping-loft pathway. | New sleeping-loft criteria and limits. | Creates pathway for compact lofts. | Addition | Moderate | Moderate |
| IRC | 2015 → 2024 | R327 | R330 | 3 | Energy storage systems | Limited battery system provisions. | Substantial location, separation, protection and impact requirements. | Battery installations receive detailed review. | Major expansion | High | High |
| IRC | 2015 → 2024 | R403/R404 | R403/R404 | 4 | Foundations | 2015 footing, foundation and soil provisions. | Updated soil tests, foundation materials and seismic/wind coordination. | May increase engineering/documentation. | Modification | Moderate | High |
| IRC | 2015 → 2024 | R507 | R507 | 5 | Decks | Limited 2015 prescriptive deck provisions. | Substantially expanded footings, posts, beams, joists, ledgers, guards and flashing. | Major change to residential deck design. | Major expansion | High | Moderate |
| IRC | 2015 → 2024 | R602.10 | R602.10 | 6 | Wall bracing | 2015 braced wall line and panel tables. | Placement, wall height, contributing length and portal provisions revised. | Prescriptive bracing calculations change. | Modification | Moderate | High |
| IRC | 2015 → 2024 | R702.7 | R702.7 | 7 | Vapor retarders | 2015 classes and Gulf Coast application. | Responsive vapor retarders and new assembly options recognized. | More moisture-control options. | Modification / Addition | Moderate | High |
| IRC | 2015 → 2024 | R703 | R703/R704 | 7 | Water-resistive barriers and flashing | 2015 WRB and flashing details. | Extensively revised WRB, flashing, siding, soffit and fascia provisions. | More detailed envelope inspection. | Expansion | Moderate | High |
| IRC | 2015 → 2024 | N1101–N1108 | N1101–N1108 | 11 | Energy efficiency | 2015 envelope, leakage, duct and equipment criteria. | Substantially higher efficiency, testing and additional-efficiency requirements. | Potential material and testing cost increases. | Major expansion | High | High |

# Angleton — Consolidated Significant Code Changes (2015 and 2024)

*All significant changes consolidated into one file.* *Rev.7/21/2026*

| Code | Edition Comparison | Previous Section | Current Section | Chapter / Part | Significant Change | Previous Requirement | Current Requirement | What Changed | Change Type | Builder / Contractor Impact | Designer / Engineer Impact |
|---|---|---|---|---|---|---|---|---|---|---|---|
| IMC | 2015 → 2024 | Chapter 1 | Chapter 1 | 1 | Administration | 2015 organization. | Reformatted and updated administrative provisions. | Citations and procedures change. | Reorganization | Low | Low |
| IMC | 2015 → 2024 | 304/306 | 304/306 | 3 | Appliance access and rooftop equipment | 2015 service access and guard provisions. | Revised roof access, service space and safeguards. | May change ladders, hatches and guards. | Modification | Moderate | Moderate |
| IMC | 2015 → 2024 | 307 | 307 | 3 | Condensate disposal | 2015 drain, pan and overflow rules. | Updated auxiliary protection, identification and discharge provisions. | More detailed condensate safeguards. | Modification | Moderate | Moderate |
| IMC | 2015 → 2024 | 401/403 | 401/403 | 4 | Mechanical ventilation | 2015 outdoor-air rates and intake locations. | Updated tables, balanced ventilation options and current IAQ coordination. | Ventilation calculations change. | Modification | Moderate | High |
| IMC | 2015 → 2024 | 502.20 | 502.20 | 5 | Nail salon exhaust | Less comprehensive source capture. | Continuous source capture and exhaust requirements expanded. | Salon tenant finish requires dedicated exhaust. | Expansion | High | Moderate |
| IMC | 2015 → 2024 | 504 | 504 | 5 | Clothes dryer exhaust | 2015 duct length and termination rules. | Revised residential and commercial dryer exhaust, including opening separation. | Routing and terminations may change. | Modification / Expansion | Moderate | Moderate |
| IMC | 2015 → 2024 | 506/507 | 506/507 | 5 | Commercial kitchen exhaust | 2015 grease duct and hood provisions. | Pollution control units, cleanouts, testing and listed reduced-clearance hoods added/revised. | Kitchen system review more complex. | Major expansion | High | High |
| IMC | 2015 → 2024 | 602/603 | 602/603 | 6 | Plenums and ducts | 2015 materials and sealing. | Phenolic ducts, SPF limits and updated materials/sealing provisions. | Product approval and installation criteria change. | Modification / Addition | Moderate | Moderate |
| IMC | 2015 → 2024 | 607 | 607 | 6 | Fire and smoke dampers | 2015 access and coordination. | Approved inspection/maintenance access and updated IBC coordination. | More detailed access review. | Modification | Moderate | Moderate |
| IMC | 2015 → 2024 | 701 | 701 | 7 | Combustion air | 2015 dedicated solid/liquid fuel provisions. | Some provisions deleted in favor of NFPA 31, IFGC and manufacturer instructions. | Compliance shifts to referenced standards. | Deletion / Reference consolidation | Low | Moderate |
| IMC | 2015 → 2024 | 929 | Specific appliance provisions | 9 | Large-diameter fans | No dedicated provisions. | HVLS/HVLD fan criteria added and updated. | Coordination with sprinklers and detectors required. | Addition | Moderate | High |
| IMC | 2015 → 2024 | 1101–1110 | 1101–1110 | 11 | Refrigeration and A2L/B2L refrigerants | 2015 refrigerants and machinery-room framework. | Extensive provisions for mildly flammable refrigerants, quantities, detection, ventilation and mitigation. | Major change to refrigeration systems. | Major expansion | High | High |
| IPC | 2015 → 2024 | Chapter 1 | Chapter 1 | 1 | Administration | 2015 organization. | 2024 administrative and formatting changes. | Local citations change. | Reorganization | Low | Low |
| IPC | 2015 → 2024 | Table 403.1 | Table 403.1 | 4 | Minimum plumbing fixtures | 2015 fixture counts and sex-based calculations. | Selected occupancy counts revised; more flexible single/multiple-user calculations. | Fixture count and restroom layout may change. | Modification | Moderate | High |
| IPC | 2015 → 2024 | N/A | 403.6 | 4 | Adult changing stations | Not broadly required. | Required in specified large facilities. | New equipment and accessible room requirement. | Addition | Moderate | High |
| IPC | 2015 → 2024 | 424 | 424.2 | 4 | Showerhead flow rates | Generally 2.5 gpm maximum. | Reduced to 2.0 gpm at 80 psi. | Lower-flow fixtures required. | Efficiency modification | Low | Low |
| IPC | 2015 → 2024 | 504 | 504 | 5 | Water heater safety and pans | 2015 pan, relief and installation rules. | Revised pans, discharge and installation coordination. | Some installations require changed pan/drain details. | Modification | Moderate | Moderate |
| IPC | 2015 → 2024 | 605 | 605 | 6 | Water piping materials | 2015 product standards. | Updated material and joining tables. | Accepted products and joints change. | Standard update | Moderate | Moderate |
| IPC | 2015 → 2024 | 606 | 606 | 6 | Valves, leak detection and shutoff | 2015 shutoff requirements; limited leak detection. | Expanded targeted leak detection and automatic shutoff provisions. | Adds sensors/controls for specified systems. | Expansion | Moderate | High |
| IPC | 2015 → 2024 | 607 | 607 | 6 | Hot-water supply and circulation | 2015 delivery/circulation criteria. | Updated circulation, temperature maintenance and energy coordination. | May require system design changes. | Modification | Moderate | High |
| IPC | 2015 → 2024 | 608 | 608 | 6 | Backflow protection | 2015 devices and applications. | Updated hazard applications, devices and standards. | Device selection may change. | Modification / Standard update | Moderate | High |
| IPC | 2015 → 2024 | 306.2.4 | 306.2.4 | 3 | Tracer wire | No broad tracer-wire requirement. | Tracer wire required for specified buried nonmetallic piping. | Adds underground locator material. | Addition | Low | Low |
| IPC | 2015 → 2024 | 708 | 708 | 7 | Cleanouts | 2015 spacing/access. | Reorganized and revised access requirements. | Cleanout locations may change. | Modification | Moderate | Moderate |
| IPC | 2015 → 2024 | 1003 | 1003 | 10 | Interceptors and separators | 2015 grease/oil interceptor criteria. | Updated sizing, access and maintenance provisions. | Commercial kitchen design may change. | Modification | High | High |
| IPC | 2015 → 2024 | 1106/1108 | 1106/1108 | 11 | Storm and secondary drainage | 2015 rainfall sizing and overflow rules. | Updated sizing and overflow provisions. | Roof drainage calculations may change. | Modification | Moderate | High |
| IPC | 2015 → 2024 | 1301–1304 | 1301–1304 | 13 | Nonpotable water and rainwater | 2015 alternative water provisions. | Expanded treatment, monitoring, labeling and reuse criteria. | More reuse options with safeguards. | Expansion | Moderate | High |
| IPC | 2015 → 2024 | 403.2 | 403.2 | 4 | added exceptions | only 2 exceptions for separate facilities | new exceptions does not require separate mens/womens rooms provided the required number of toilet facilities are provided | new exceptions does not require separate mens/womens rooms provided the required number of toilet facilities are provided | Expansion | Low | Low |
| IFGC | 2015 → 2024 | Chapter 1 | Chapter 1 | 1 | Administration | 2015 organization. | 2024 formatting and administrative updates. | Local references change. | Reorganization | Low | Low |
| IFGC | 2015 → 2024 | 202 | 202 | 2 | Definitions | 2015 fuel gas terminology. | Definitions revised for newer appliances, piping and hydrogen systems. | Classification terminology changed. | Modification / Addition | Low | High |
| IFGC | 2015 → 2024 | 305 | 305 | 3 | Appliance location | 2015 garage, roof and hazardous-location rules. | Updated access, protection and prohibited-location provisions. | Appliance placement review changes. | Modification | Moderate | Moderate |
| IFGC | 2015 → 2024 | 306 | 306 | 3 | Access and service space | 2015 access requirements. | Revised service access, platforms and roof provisions. | May require different access construction. | Modification | Moderate | Moderate |
| IFGC | 2015 → 2024 | 304 | 304 | 3 | Combustion, ventilation and dilution air | 2015 calculation/opening methods. | Updated methods and appliance/manufacturer coordination. | Opening sizes or mechanical air may change. | Modification | Moderate | High |
| IFGC | 2015 → 2024 | 404 | 404 | 4 | Piping installation | 2015 support, burial and protection. | Updated materials, supports, corrosion and concealed piping provisions. | Installation methods change. | Modification | Moderate | Moderate |
| IFGC | 2015 → 2024 | 406 | 406 | 4 | Inspection, testing and purging | 2015 pressure test and purging methods. | Updated testing, documentation and purging provisions. | Inspection procedure changes. | Modification | Moderate | Moderate |
| IFGC | 2015 → 2024 | 407 | 407 | 4 | Piping sizing | 2015 sizing tables and methods. | Updated tables, equations and appliances. | Pipe sizing may change. | Standard update | Moderate | High |
| IFGC | 2015 → 2024 | 404/406 | Updated provisions | 4 | Abandoned piping | Earlier capping provisions. | Purging, capping and identification clarified. | Safer renovation/demolition procedures. | Clarification | Low | Moderate |

# Angleton — Consolidated Significant Code Changes (2015 and 2024)

*All significant changes consolidated into one file.* *Rev.7/21/2026*

| Code | Edition Comparison | Previous Section | Current Section | Chapter / Part | Significant Change | Previous Requirement | Current Requirement | What Changed | Change Type | Builder / Contractor Impact | Designer / Engineer Impact |
|---|---|---|---|---|---|---|---|---|---|---|---|
| IFGC | 2015 → 2024 | 503 | 503 | 5 | Venting of appliances | 2015 venting tables and categories. | Updated venting methods, tables and listed systems. | Venting design may change. | Modification / Standard update | Moderate | High |
| IFGC | 2015 → 2024 | 621–630 | Specific appliances | 6 | Gas-fired appliances | 2015 appliance-specific rules. | Updated clearances, controls, installation and listings. | Product installation requirements change. | Standard update | Moderate | Moderate |
| IFGC | 2015 → 2024 | 633 | Hydrogen provisions | 6 | Hydrogen systems | Limited earlier coverage. | Expanded gaseous hydrogen system criteria and references. | Specialized systems need enhanced safeguards. | Expansion | High | High |
| IEBC | 2015 → 2024 | Chapter 1 | Chapter 1 | 1 | Administration | 2015 administrative format. | 2024 administrative reformat and updated approvals. | Local citations change. | Reorganization | Low | Low |
| IEBC | 2015 → 2024 | 202 | 202 | 2 | Definitions | 2015 existing-building terms. | Definitions revised for work areas, change of occupancy and new systems. | Classification changes. | Modification | Low | High |
| IEBC | 2015 → 2024 | 301 | 301 | 3 | Compliance methods | 2015 prescriptive, work area and performance methods. | Methods clarified/reorganized and coordinated with 2024 IBC. | Compliance-path selection changes. | Modification | Low | High |
| IEBC | 2015 → 2024 | 401/402 | Repair chapters | 4 | Repairs | 2015 repair materials and unsafe-condition triggers. | Updated repair materials, dangerous conditions and flood provisions. | Some repairs trigger different requirements. | Modification | Moderate | Moderate |
| IEBC | 2015 → 2024 | 5–9 | Alteration chapters | 5 | Alterations | 2015 Level 1–3 work-area requirements. | Updated accessibility, fire protection, structural and energy triggers. | Renovation scope and upgrade requirements change. | Modification | Moderate to High | High |
| IEBC | 2015 → 2024 | 701 | 701 | 7 | Level 1 alterations | 2015 finish/material replacement rules. | Updated materials, coverings and energy coordination. | Basic renovations receive revised requirements. | Modification | Moderate | Moderate |
| IEBC | 2015 → 2024 | 801–809 | 801–809 | 8 | Level 2 alterations | 2015 work-area fire, egress and accessibility triggers. | Updated trigger thresholds and IBC coordination. | Larger renovations may require different upgrades. | Modification | High | High |
| IEBC | 2015 → 2024 | 901–907 | 901–907 | 9 | Level 3 alterations | 2015 whole-building supplemental requirements. | Updated structural, fire protection and egress requirements. | Major renovation obligations change. | Modification | High | High |
| IEBC | 2015 → 2024 | 1001–1012 | 1001–1012 | 10 | Change of occupancy | 2015 hazard categories and upgrade triggers. | Updated hazard categories and requirements. | Change-of-use feasibility may change. | Modification | High | High |
| IEBC | 2015 → 2024 | 1101 | 1101 | 11 | Additions | 2015 additions coordination. | Updated structural, accessibility and energy requirements. | Addition design and existing-building impacts change. | Modification | Moderate | High |
| IEBC | 2015 → 2024 | 1201–1206 | 1201–1206 | 12 | Historic buildings | 2015 alternative compliance. | Updated alternatives, documentation and safeguards. | Historic projects have revised flexibility. | Modification | Moderate | High |
| IEBC | 2015 → 2024 | 1301 | 1301 | 13 | Relocated or moved buildings | 2015 relocated-building provisions. | Updated site, structural and utility requirements. | Moved buildings may require more documentation. | Modification | Moderate | High |
| IECC | 2015 → 2024 | C/R101 | C/R101 | 1 | Administration and scope | 2015 commercial/residential organization. | 2024 scope, administration and digital formatting updated. | Adoption language and compliance paths change. | Reorganization / Modification | Low | Moderate |
| IECC | 2015 → 2024 | C402 | C402 | 4 | Commercial envelope | 2015 insulation, fenestration and air barriers. | Stricter insulation, fenestration, air leakage and thermal-bridge provisions. | Envelope performance increases. | Major modification | High | High |
| IECC | 2015 → 2024 | C403 | C403 | 4 | Commercial mechanical systems | 2015 equipment efficiency and controls. | Expanded controls, recovery, economizers and commissioning. | Mechanical systems become more complex. | Expansion | High | High |
| IECC | 2015 → 2024 | C404 | C404 | 4 | Service water heating | 2015 insulation and equipment criteria. | Updated efficiency, controls and piping requirements. | Hot-water systems may require added controls/insulation. | Modification | Moderate | High |
| IECC | 2015 → 2024 | C405 | C405 | 4 | Electrical power and lighting | 2015 lighting power and controls. | More stringent lighting power, controls, metering and electrical provisions. | Electrical controls increase. | Major expansion | High | High |
| IECC | 2015 → 2024 | C406 | C406 | 4 | Additional efficiency credits | No comparable 2015 credit system. | Projects must earn additional efficiency credits from selected measures. | Adds project-specific efficiency package. | Addition | High | High |
| IECC | 2015 → 2024 | C407 | C407 | 4 | Performance compliance | 2015 performance method. | Updated baseline modeling, documentation and performance targets. | Energy modeling requirements change. | Modification | Moderate | High |
| IECC | 2015 → 2024 | R402 | R402 | 4 | Residential envelope | 2015 insulation and leakage levels. | Higher envelope efficiency and testing requirements. | Construction/testing cost increases. | Major modification | High | High |
| IECC | 2015 → 2024 | R403 | R403 | 4 | Residential systems | 2015 HVAC/duct controls and testing. | Updated duct testing, equipment, controls and ventilation coordination. | More testing and documentation. | Expansion | High | High |
| IECC | 2015 → 2024 | R404 | R404 | 4 | Residential electrical/lighting | 2015 lighting efficiency. | Updated lighting and controls. | More efficient lighting required. | Modification | Low | Low |
| IECC | 2015 → 2024 | R405/R406 | R405/R406 | 4 | Performance and ERI | 2015 performance/ERI pathways. | Updated baselines, targets and documentation. | Compliance modeling changes. | Modification | Moderate | High |
| IECC | 2015 → 2024 | N/A | R408/C406 | 4 | Additional efficiency packages | Not required in 2015. | Additional efficiency measures/credits required. | New mandatory project choice. | Addition | High | High |
| IECC | 2015 → 2024 | Appendices | Appendices | 0 | EV, electric-ready and renewable-ready provisions | Limited or no 2015 optional readiness provisions. | Expanded optional appendices for EV, electric-ready and renewables. | Optional policy tools added. | Addition / Optional | Variable | High |
| IFC | 2015 → 2024 | Chapter 1 | Chapter 1 | 1 | Administration and permits | 2015 permit and operational provisions. | Updated permits, approvals and formatting. | Fire permit procedures and citations change. | Reorganization / Modification | Moderate | Low |
| IFC | 2015 → 2024 | 202 | 202 | 2 | Definitions | 2015 fire/hazard terminology. | Definitions expanded for energy storage, lithium batteries and new processes. | Hazard classification terminology changes. | Addition / Modification | Low | High |
| IFC | 2015 → 2024 | 503/507 | 503/507 | 5 | Fire apparatus access and water supply | 2015 access roads and hydrant criteria. | Updated access, markings, gates and water supply coordination. | Site plan review changes. | Modification | Moderate | High |
| IFC | 2015 → 2024 | 510 | 510 | 5 | Emergency responder communication | 2015 radio coverage requirements. | Updated testing, system design and maintenance. | More buildings may need systems/testing. | Modification | High | High |
| IFC | 2015 → 2024 | 903/907 | 903/907 | 9 | Sprinklers and alarms | 2015 thresholds and system criteria. | Numerous occupancy-specific thresholds and system provisions revised. | Fire protection requirements change broadly. | Major modification | High | High |
| IFC | 2015 → 2024 | 1207 | 1207 | 12 | Energy storage systems | Limited 2015 battery provisions. | Extensive ESS location, protection, detection, separation and emergency planning. | Major new review area. | Major expansion | High | High |
| IFC | 2015 → 2024 | N/A/New provisions | Battery storage provisions | 12 | Lithium-ion battery storage | 2015 lacked modern lithium battery storage framework. | Expanded safeguards for storage, charging and damaged batteries. | Warehouse/retail battery risks addressed. | Addition / Expansion | High | High |

# Angleton — Consolidated Significant Code Changes (2015 and 2024)

*All significant changes consolidated into one file.* *Rev.7/21/2026*

| Code | Edition Comparison | Previous Section | Current Section | Chapter / Part | Significant Change | Previous Requirement | Current Requirement | What Changed | Change Type | Builder / Contractor Impact | Designer / Engineer Impact |
|---|---|---|---|---|---|---|---|---|---|---|---|
| IFC | 2015 → 2024 | 23 | 23 | 23 | Motor fuel dispensing and repair garages | 2015 vehicle fuel and repair provisions. | Updated alternative fuels, EV charging and repair hazards. | Vehicle facilities require revised safeguards. | Modification / Expansion | Moderate | High |
| IFC | 2015 → 2024 | 32 | 32 | 32 | High-piled combustible storage | 2015 storage thresholds and plans. | Updated commodity, rack, access and protection provisions. | Warehouse design/permits change. | Modification | High | High |
| IFC | 2015 → 2024 | 39 | 39 | 39 | Processing and extraction | Limited earlier extraction provisions. | Expanded plant processing/extraction hazards. | Specialized occupancies receive detailed controls. | Expansion | High | High |
| IFC | 2015 → 2024 | 40 | 40 | 40 | Distilled spirits and wine | 2015 general flammable-liquid framework. | Specific provisions tailored for wineries/distilleries. | More specific compliance options. | Modification / Addition | Moderate | High |
| IFC | 2015 → 2024 | 53 | 53 | 53 | Compressed gases | 2015 classifications and controls. | Updated hazard levels and GHS coordination. | Thresholds and controls may change. | Modification | High | High |
| IFC | 2015 → 2024 | 57/58 | 57/58 | 57 | Flammable and combustible liquids / cryogenic fluids | 2015 storage/use provisions. | Updated tanks, dispensing, mobile operations and safeguards. | Industrial review changes. | Modification | High | High |
| IPMC | 2015 → 2024 | Chapter 1 | Chapter 1 | 1 | Administration | 2015 enforcement organization. | 2024 formatting, authority and enforcement revisions. | Local citations and procedures change. | Reorganization | Low | Low |
| IPMC | 2015 → 2024 | 202 | 202 | 2 | Definitions | 2015 property maintenance terms. | Definitions revised and expanded. | Enforcement terminology changes. | Modification | Low | Low |
| IPMC | 2015 → 2024 | 302 | 302 | 3 | Exterior property areas | 2015 sanitation, vegetation and accessory structure provisions. | Updated sanitation, drainage, vegetation and exterior-area requirements. | Violation language and inspection scope change. | Modification | Low | Low |
| IPMC | 2015 → 2024 | 303 | 303 | 3 | Swimming pools, spas and hot tubs | 2015 barrier and maintenance provisions. | Updated coordination with ISPSC and safety requirements. | Pool maintenance enforcement changes. | Modification | Moderate | Low |
| IPMC | 2015 → 2024 | 304 | 304 | 3 | Exterior structure | 2015 exterior condition requirements. | Updated components, weather protection, addresses and structural maintenance. | Broader/clearer exterior enforcement. | Modification | Low | Low |
| IPMC | 2015 → 2024 | 305 | 305 | 3 | Interior structure | 2015 interior maintenance and sanitation. | Updated structural, surface and component requirements. | Interior inspection criteria change. | Modification | Low | Low |
| IPMC | 2015 → 2024 | 306 | 306 | 3 | Component serviceability | 2015 handrail, guard and stair maintenance. | Updated component maintenance and load-related provisions. | Repair orders may change. | Modification | Moderate | Low |
| IPMC | 2015 → 2024 | 308 | 308 | 3 | Rubbish and garbage | 2015 waste storage/removal. | Updated containers, accumulation and disposal provisions. | Sanitation enforcement clarified. | Modification | Low | Low |
| IPMC | 2015 → 2024 | 309 | 309 | 3 | Pest elimination | 2015 infestation responsibility. | Updated pest-control responsibilities and conditions. | Owner/occupant responsibility may change. | Modification | Low | Low |
| IPMC | 2015 → 2024 | 404 | 404 | 4 | Occupancy limitations | 2015 room area, light and overcrowding rules. | Updated room sizing and occupancy requirements. | Housing enforcement calculations may change. | Modification | Low | Moderate |
| IPMC | 2015 → 2024 | 5 | 5 | 5 | Plumbing facilities and fixture requirements | 2015 minimum facilities and sanitation. | Updated fixture, water, drainage and maintenance provisions. | Rental/property inspections change. | Modification | Moderate | Low |
| IPMC | 2015 → 2024 | 6 | 6 | 6 | Mechanical and electrical facilities | 2015 heating, equipment and electrical safety. | Updated minimum heat, equipment and electrical maintenance. | Safety inspection criteria change. | Modification | Moderate | Low |
| IPMC | 2015 → 2024 | 7 | 7 | 7 | Fire safety requirements | 2015 egress, fire-resistance and protection maintenance. | Updated IFC/IBC coordination and system maintenance. | Fire safety enforcement changes. | Modification | Moderate | Low |
| ISPSC | 2015 → 2024 | Chapter 1 | Chapter 1 | 1 | Administration | 2015 administration. | 2024 formatting and administrative updates. | Local citations change. | Reorganization | Low | Low |
| ISPSC | 2015 → 2024 | 202 | 202 | 2 | Definitions | 2015 pool/spa terminology. | Updated aquatic venue, equipment and safety definitions. | Classification changes. | Modification / Addition | Low | Moderate |
| ISPSC | 2015 → 2024 | 305 | 305 | 3 | Barriers | 2015 barrier heights, gates and exceptions. | Updated barrier, gate, alarm and dwelling-wall provisions. | Residential pool permit details change. | Modification | Moderate | Moderate |
| ISPSC | 2015 → 2024 | 306 | 306 | 3 | Decks and walking surfaces | 2015 deck/slip-resistance provisions. | Updated deck, drainage, slope and surface requirements. | Pool deck construction changes. | Modification | Moderate | High |
| ISPSC | 2015 → 2024 | 307 | 307 | 3 | General design | 2015 structural/equipment coordination. | Updated materials, structural design and equipment installation. | Engineering/product review changes. | Modification | Moderate | High |
| ISPSC | 2015 → 2024 | 4 | 4 | 4 | Public swimming pools | 2015 public pool circulation and safety. | Updated circulation, water quality, accessibility and equipment provisions. | Public aquatic projects require revised design. | Major modification | High | High |
| ISPSC | 2015 → 2024 | 5 | 5 | 5 | Public spas and hot tubs | 2015 spa provisions. | Updated temperatures, circulation, safety and controls. | Spa design/operation changes. | Modification | High | High |
| ISPSC | 2015 → 2024 | 6 | 6 | 6 | Aquatic recreation facilities | 2015 slides, wave pools and play features. | Updated specialized attraction and safety requirements. | Specialty venue design becomes more detailed. | Expansion | High | High |
| ISPSC | 2015 → 2024 | 7 | 7 | 7 | Onground storable residential pools | 2015 storable pool provisions. | Updated barriers, electrical and equipment requirements. | Retail/storable pools receive revised safeguards. | Modification | Moderate | Moderate |
| ISPSC | 2015 → 2024 | 8 | 8 | 8 | Permanent inground residential pools | 2015 residential construction and safety. | Updated design, circulation, barriers and entrapment protection. | Residential pool details change. | Modification | Moderate | High |
| ISPSC | 2015 → 2024 | 9 | 9 | 9 | Permanent residential spas and hot tubs | 2015 spa/hot tub rules. | Updated covers, barriers, controls and equipment. | Product and safety requirements change. | Modification | Moderate | Moderate |
| ISPSC | 2015 → 2024 | 10 | 10 | 10 | Portable residential spas and hot tubs | 2015 portable spa provisions. | Updated listing, cover, electrical and placement requirements. | Installation inspection changes. | Modification | Moderate | Moderate |
| ISPSC | 2015 → 2024 | Appendices | Appendices | 0 | Optional provisions | 2015 optional appendices. | Updated optional safety and operational provisions. | Additional policy options available. | Addition / Modification | Variable | Moderate |
| NEC | 2014 → 2023 | 90 | 90 | Introduction | Scope and enforcement | 2014 NEC purpose, scope and arrangement. | 2023 NEC reorganized and updated across technologies. | Broad modernization of electrical safety requirements. | Modification | Moderate | High |
| NEC | 2014 → 2023 | 110.26 | 110.26 | 1 | Working space | 2014 access and workspace requirements. | Updated workspace, egress and equipment-door provisions. | Electrical room layouts may change. | Modification | Moderate | High |
| NEC | 2014 → 2023 | 210.8 | 210.8 | 2 | GFCI protection | 2014 limited locations and voltages. | Substantially expanded locations, voltages and equipment. | More circuits require GFCI. | Major expansion | High | Moderate |
| NEC | 2014 → 2023 | 210.12 | 210.12 | 2 | AFCI protection | 2014 dwelling AFCI scope. | Expanded locations and modification/replacement triggers. | More circuits require AFCI. | Expansion | High | Moderate |

# Angleton — Consolidated Significant Code Changes (2015 and 2024)

*All significant changes consolidated into one file.* *Rev.7/21/2026*

| Code | Edition Comparison | Previous Section | Current Section | Chapter / Part | Significant Change | Previous Requirement | Current Requirement | What Changed | Change Type | Builder / Contractor Impact | Designer / Engineer Impact |
|---|---|---|---|---|---|---|---|---|---|---|---|
| NEC | 2014 → 2023 | 210.52 | 210.52 | 2 | Dwelling receptacle outlets | 2014 outlet spacing and countertop rules. | Updated countertop, island/peninsula and dwelling outlet requirements. | Residential layouts change. | Modification | Moderate | Moderate |
| NEC | 2014 → 2023 | 220 | 220 | 2 | Load calculations | 2014 load calculation methods. | Updated optional methods and energy-management provisions. | Service/feeder calculations may change. | Modification / Addition | Moderate | High |
| NEC | 2014 → 2023 | 230.67 | 230.67 | 2 | Surge protection | Not generally required at dwelling services. | Surge-protective device required for dwelling services. | Adds service equipment. | Addition | Moderate | Low |
| NEC | 2014 → 2023 | 230.85 | 230.85 | 2 | Emergency disconnects | No exterior emergency disconnect requirement. | Emergency disconnect required for one- and two-family dwellings. | Changes service configuration. | Addition | Moderate | Moderate |
| NEC | 2014 → 2023 | 242 | 242 | 2 | Overvoltage protection | 2014 surge provisions scattered. | Dedicated overvoltage protection article added. | New organization and requirements. | Addition / Reorganization | Moderate | High |
| NEC | 2014 → 2023 | 300 | 300 | 3 | Wiring methods | 2014 wiring method rules. | Numerous material, support, burial and protection updates. | Field installation requirements change broadly. | Modification | Moderate | Moderate |
| NEC | 2014 → 2023 | 406 | 406 | 4 | Receptacles and connectors | 2014 tamper/weather resistance and installation. | Expanded tamper-resistant, weather-resistant and replacement rules. | More listed device requirements. | Expansion | Moderate | Low |
| NEC | 2014 → 2023 | 625 | 625 | 6 | Electric vehicle power transfer | 2014 EV charging provisions. | Expanded charging, load management and bidirectional power transfer. | EV infrastructure review becomes more complex. | Major expansion | High | High |
| NEC | 2014 → 2023 | 690 | 690 | 6 | Solar photovoltaic systems | 2014 PV disconnect, wiring and protection. | Rapid shutdown, hazard control and system requirements expanded. | PV system design changes substantially. | Major expansion | High | High |
| NEC | 2014 → 2023 | 706 | 706 | 7 | Energy storage systems | No dedicated 2014 Article 706 framework. | Dedicated ESS requirements added and expanded. | Battery systems receive comprehensive electrical rules. | Addition / Expansion | High | High |
| NEC | 2014 → 2023 | 750 | 750 | 7 | Energy management systems | Limited 2014 coverage. | New/expanded energy management system controls and load management. | Supports managed electrification loads. | Addition / Expansion | Moderate | High |

THE HEART OF BRAZORIA COUNTY
ANGLETON


# CITY OF ANGLETON
## BUILDING CODE MODERNIZATION INITIATIVE
# 2024 INTERNATIONAL BUILDING CODE
## COMMUNITY QUESTIONNAIRE

## HELP SHAPE THE FUTURE OF BUILDING SAFETY IN ANGLETON

The City of Angleton is evaluating the adoption of the **2024 International Building Code (IBC)** to ensure our community remains safe, resilient, and prepared for future growth.

Your feedback will help City officials understand how proposed building code updates may affect:

- BUILDERS
- CONTRACTORS
- DEVELOPERS
- ARCHITECTS
- ENGINEERS
- PROPERTY OWNERS
- BUSINESS OWNERS
- RESIDENTS

### WHY THIS MATTERS

- IMPROVE PUBLIC SAFETY
- PROMOTE DISASTER RESILIENCY
- ENCOURAGE RESPONSIBLE DEVELOPMENT
- SUPPORT ECONOMIC GROWTH
- MAINTAIN HIGH CONSTRUCTION STANDARDS
- PREPARE ANGLETON FOR THE FUTURE

YOUR INPUT MAKES A DIFFERENCE!

**SCAN HERE TO TAKE THE SURVEY!**

ONLY 5–10 MINUTES

**BUILDING TOGETHER. BUILDING SAFER. BUILDING ANGLETON'S FUTURE.**

*CITY OF ANGLETON DEVELOPMENT SERVICES DEPARTMENT*

City Hall
120 South Chenango Street
Angleton, Texas 77515

979-849-4364

**TAKE THE SURVEY:**
https://www.surveymonkey.com/r/AngletonBuildingCodeUpdates

**REVIEW THE 2024 CODE SECTIONS:**
https://codes.iccsafe.org/codes/i-codes/2024-icodes

THANK YOU FOR HELPING BUILD A SAFER, STRONGER ANGLETON!

THE HEART OF BRAZORIA COUNTY ANGLETON

# AGENDA SUMMARY/STAFF REPORT

**MEETING DATE:** July 28, 2026

**PREPARED BY:** Otis T. Spriggs, AICP, Director of Development Services

**AGENDA CONTENT:** Discussion and update on the Gambit Energy Storage Park, 319 Murray Ranch Rd., Angleton, Brazoria County, Texas.

**AGENDA ITEM SECTION:** Regular Agenda

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

**FUND:** N/A

**EXECUTIVE SUMMARY:** Keith Merkel, Applicant and Agent for Gambit Energy Storage, LLC, appeared before City Council on May 24, 2026, along with Molly Emberson, and Ken McIntyre and discussion and provide updates of the Battery Park Storage Facility discussion topics.

Note that the interim Noise Study was done March 17, 2026. The July Sound Study is pending and should be received soon by the City of Angleton.

During the update, Council also heard from the surrounding community members regarding the facility measures to be taken for improvements.

**An update memo (attached) was forwarded to the City in May of 2026, in hopes that we would schedule the next update in June, 2026; however, the calendar was not conducive to make that work, hence the discussion will continue on July 28, 2026.**

The Gambit team responded with a memo update sent to the Mayor and Council of their efforts since March, which included:

(i) operational adjustments to our batteries, including reduced fan speeds, which neighborhood feedback indicated had a positive effect on perceived sound;

(ii) lowering project substation lighting, including the relocation and re-aiming of the H-frame lights (completed on 4/22/26);

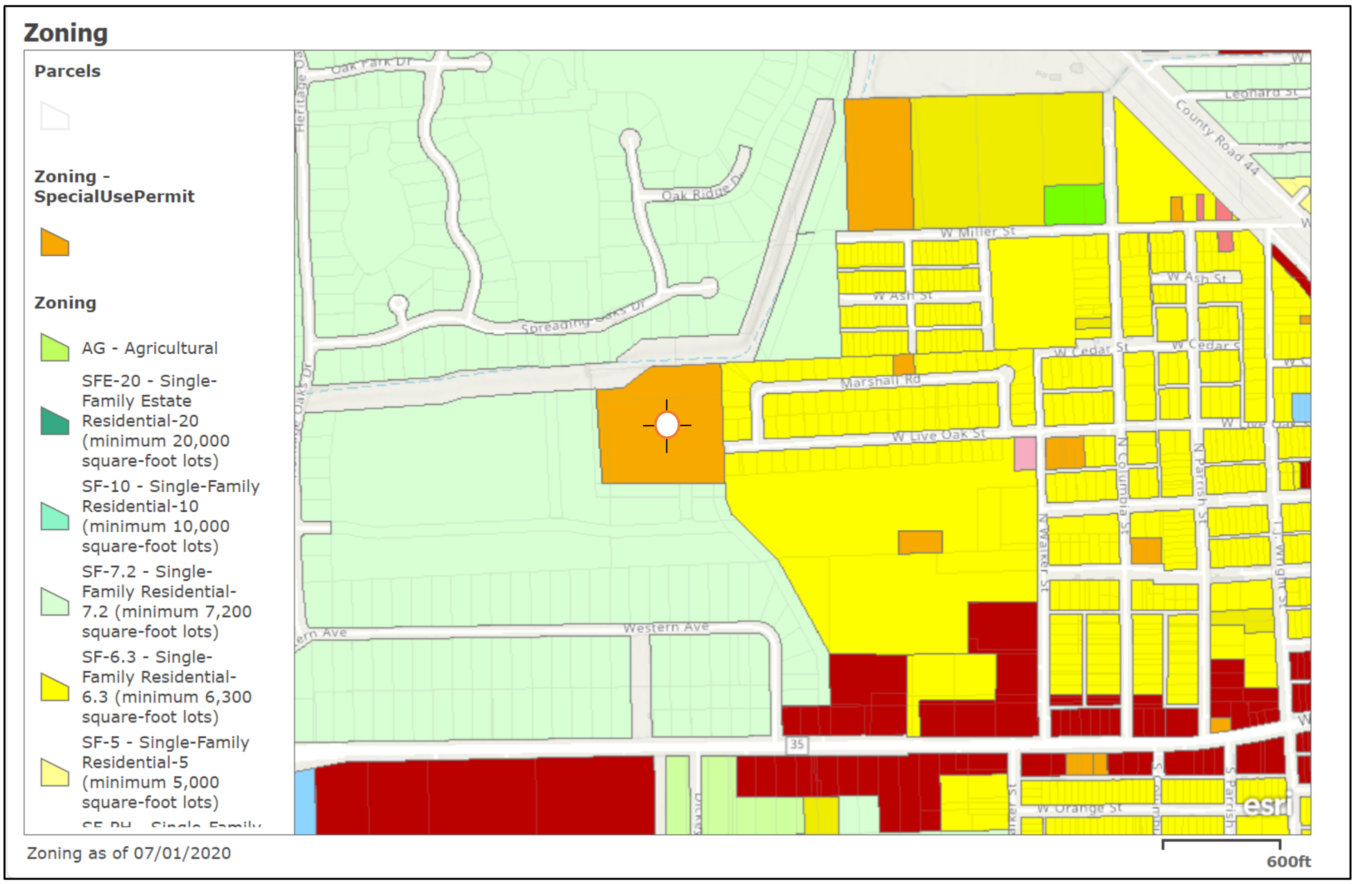
(iii) developing an enhanced landscaping plan in consultation with neighbors and in a manner that supports the local plant nursery, with targeted oak tree and wax myrtle plantings in Fall 2026 to maximize establishment success;

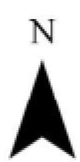
(iv) regular communication, including numerous in-person and virtual meetings, with community representatives;

(v) establishing a dedicated Gambit contact line so that neighbors can readily reach project representatives

with any project-related concerns; and

(vi) preparing for and actively participating in several City council meetings.



*VICINITY MAP*


*AERIAL MAP*

**<u>Recommendation:</u>**

City Council should receive the update from the Gambit Battery Storage Facility Team.

Gambit Energy Storage Park
319 Murray Ranch Rd
Angleton, TX 77515
May 19th, 2026

The Honorable Mayor Wright
Members of the Angleton City Council
City of Angleton
121 S Velasco Street
Angleton, TX 77515

Mayor Wright and Members of the City Council,

Thank you for your continued engagement regarding the Gambit Energy Storage park. We write to summarize the actions Gambit has taken, and is planning to take, in response to input from neighbors and other stakeholders raised at the January 13 and March 24, 2026 Angleton City Council meetings. We also reiterate our commitment to partnering with the City to address neighbors' concerns while continuing to provide essential services to ERCOT that support power availability for communities across Brazoria County and the greater Houston area.

Since concerns were raised earlier this year, the Gambit team has devoted substantial time and resources to neighbor and City outreach, and has designed and implemented meaningful, good faith measures intended to improve our relationship with the community. Those efforts have included:

(i) operational adjustments to our batteries, including reduced fan speeds, which neighborhood feedback indicated had a positive effect on perceived sound;

(ii) lowering project substation lighting, including the relocation and re-aiming of the H-frame lights (completed on 4/22/26);

(iii) developing an enhanced landscaping plan in consultation with neighbors and in a manner that supports the local plant nursery, with targeted oak tree and wax myrtle plantings in Fall 2026 to maximize establishment success;

(iv) regular communication, including numerous in-person and virtual meetings, with community representatives;

(v) establishing a dedicated Gambit contact line so that neighbors can readily reach project representatives with any project-related concerns; and

(vi) preparing for and actively participating in several City council meetings.

Collectively, these efforts reflect Gambit's good-faith commitment to being a constructive partner and good neighbor in Angleton. To the extent certain actions were responsive to permit conditions or City expectations, Gambit has moved forward in good faith; and in several respects, Gambit has gone beyond what is required, voluntarily devoting additional time and resources to address community concerns despite having received no determination from the City that the project is out of compliance with its Specific Use Permit.

While not every concern can be resolved immediately, Gambit has taken consistent good faith steps to understand and address stakeholder concerns. These efforts are most effective when Gambit and the City are working from the same information in real time, with a shared understanding of the concerns being raised, the measures already underway, and the practical steps available to address remaining issues.

We fully appreciate that the City manages competing priorities and that staff resources are limited. However, there is meaningful opportunity to improve community perceptions of Gambit, and to avoid unnecessary escalation, if requests and material feedback received by the City are relayed to Gambit promptly so that we can address them proactively. To that end, we propose establishing a regular coordination process: **(1) a**

**standing monthly call between Gambit and a designated City point of contact** (Mayor's office or City staff) to share updates, surface neighbor input, and align on next steps and **(2) no less than ten business days' advance notice of any Council agenda items concerning Gambit,** together with the substantive concerns to be discussed, so that Gambit can prepare a meaningful response and arrange to attend in person.

Gambit remains committed to being a constructive partner to the City of Angleton, and we look forward to working with you to define next steps and to establish a clear, predictable framework for communication between the City and Gambit going forward. We have invested well over $50 million in the Gambit project, which is a critical resource contributing to ERCOT grid stability, and Gambit also contributes meaningfully to Angleton through annual property tax revenue and community contributions. We share the City's interest in the park's continued success in Angleton. We understand that Gambit will appear on the City Council June 9 meeting agenda, and we plan to attend, subject to the City's confirmation and the City providing us with context on the concerns to be discussed.

Respectfully,
Keith Merkel
Director, Asset Management
Gambit Energy Storage

DUDEK
687 S COAST HIGHWAY 101
SUITE 110
ENCINITAS, CA 92024

# MEMORANDUM

| | |
|---|---|
| **To:** | Derrik Daugherty-Bell, Keith Merkel (Gambit Energy Storage LLC) |
| **From:** | Mark Storm, INCE Bd. Cert. (Dudek) |
| **cc:** | Jonathan Leech, INCE (Dudek); Nick Segovia, INCE (Dudek) |
| **Subject:** | Gambit Battery Energy Storage (Angleton, Texas)<br>**Operational Noise Study – February 2026** |
| **Date:** | March 17, 2026 |

Dudek is pleased to present Gambit Energy Storage LLC ("Gambit"), the following operational noise study for its Gambit Battery Energy Storage Facility (Facility) located in the City of Angleton, Texas (City). This memorandum (memo) presents quantitative results of operational sound pressure level (SPL) data measured at the Facility site from February 16, 2026, to February 23, 2026, and compares these findings with the acoustical goals articulated in the Specific Use Permit (SUP) and associated Ordinances approving the SUP. Measurement locations of this recent field survey approximated those utilized for the 24-hour outdoor background sound level survey performed from February 12-13, 2020, to quantify the pre-Facility (a.k.a., baseline) conditions. Following an executive summary below, the contents of this memorandum are as follows: Introduction and Background, Operation-Period Sound Level Surveys, Conclusion, References, and Preparer Biography.

## Executive Summary

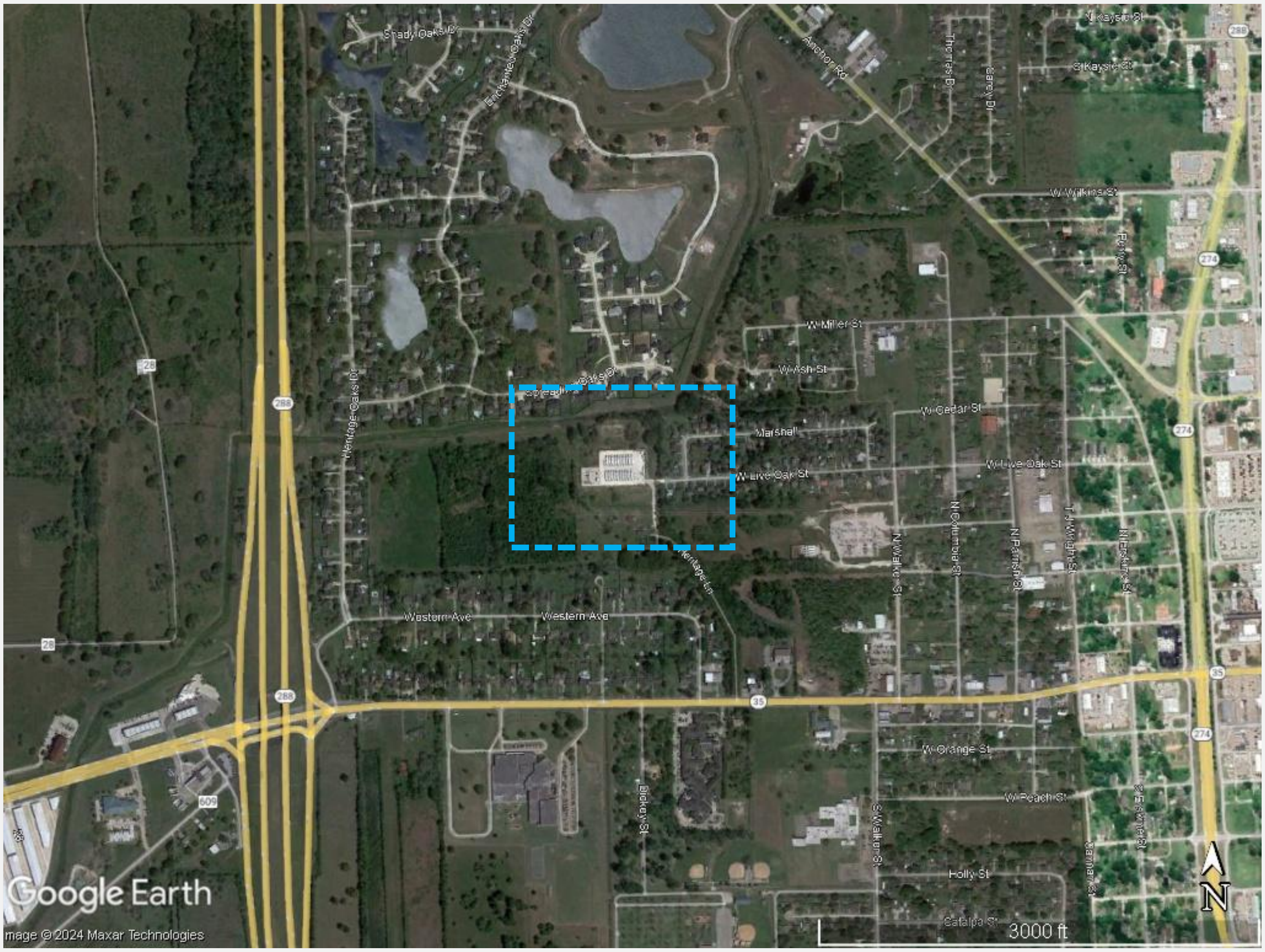
Having previously performed a baseline sound level survey of the Project vicinity in 2020 and thus prior to Facility construction, Dudek was retained to conduct periodic sound level surveys addressing the operational noise levels of the Gambit Battery Energy Storage facility in response to a new requirement the City of Angleton included in an amended Specific Use Permit and corresponding Ordinance to authorize installation of a noise and visual barrier at the Facility. Dudek conducted this study, as detailed herein, to compare Facility operational sound emission to the baseline conditions established in 2020 and to the acoustic performance standards established in the SUP and related Ordinance. The results of the comparison indicate that the sound emitted during Facility operations are compliant with the SUP and related Ordinance.

# 1 Introduction and Background

## 1.1 Project Setting

As shown by Exhibit A, the Facility is located in Angleton, TX on a site at the western terminus of W. Live Oak Street, approximately a half-mile east-northeast of the Texas State Route 288 and Route 35 (W. Mulberry Street) interchange and surrounded by a mix of overhead electric transmission lines, undeveloped land, and residential land uses, such as homes to the north along Spreading Oaks Drive and to the east on W. Live Oak Street.

**Exhibit A.** Vicinity of Facility site (subsequent Exhibit B bounded with light blue dashes) in Angleton, TX




**Sources:** Google 2024

## 1.2 Facility Description

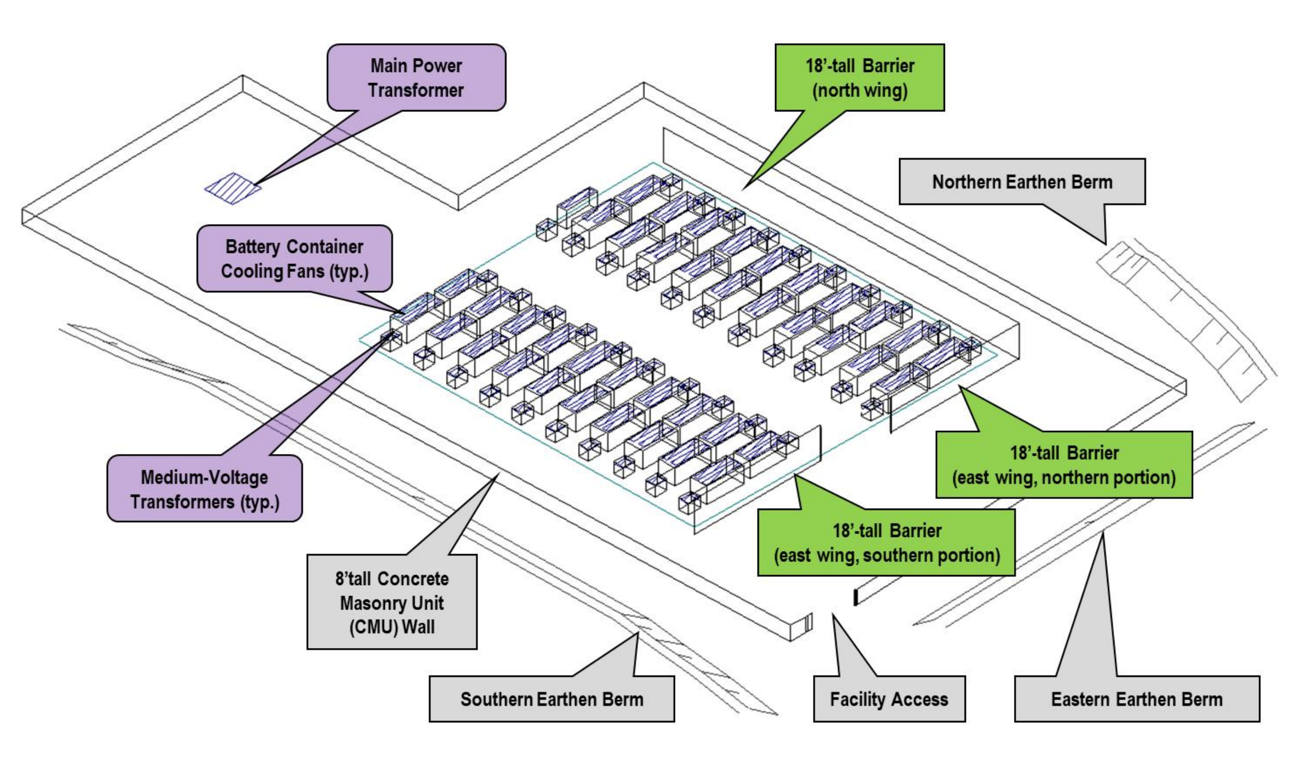
Surrounded by an 8-foot-tall perimeter CMU wall, the Facility features eighty-one (81) battery containers with cooling fans, forty-one (41) medium-voltage transformers (MVT), and an onsite Main Power Transformer (MPT) that connects to an offsite electrical substation approximately a quarter mile west on N. Walker Street. Exhibit B presents an aerial view of the site.

**Exhibit B.** Location of Facility site and adjoining existing land uses


**Sources:** Google 2025

In early 2025, an 18'-tall L-shaped noise and visual barrier was constructed onsite. Exhibit C provides an isometric view of a three-dimensional rendering that illustrates the approximate location of the barrier installed, including the north wing and the east wing relative to other Facility features and their surroundings.

**Exhibit C.** Approximate locations of the L-shaped onsite barriers installed at the Facility




**Sources:** Dudek 2024

## 1.3 Acoustical Fundamentals

Although the terms may be used interchangeably in the right context, "sound" is defined as any gas or fluid pressure variation detected by the human ear, and "noise" is unwanted sound. The preferred unit for measuring sound is the decibel (dB), which by way of expressing the ratio of sound pressures to a reference value logarithmically enables a wide range of audible sound to be evaluated and discussed conveniently. On the low end of this range, zero dB is not the absence of sound energy, but instead corresponds approximately to the threshold of average healthy human hearing; and, on the upper end, 120–140 dB corresponds to an average person's threshold of pain.

The human ear is not equally responsive to all frequencies of the audible sound spectrum. An electronic filter is normally used when taking noise measurements that de-emphasizes certain frequencies in a manner that mimics the human ear's response to sound; this method is referred to as A-weighting. Sound levels expressed under the A-weighted system are often designated "dBA." All sound levels discussed in this report are A-weighted.

The equivalent continuous sound level ($L_{eq}$) is a single dB value which, if held constant during the specified time period, would represent the same total acoustical energy of a fluctuating noise level over that same time period. The typical time period employed for $L_{eq}$ is one hour ($L_{eq\ 1Hr}$) although other time periods may be used, and should be stated as part of the results. Percentile-exceed sound levels ($L_{xx}$) represent the sound level exceeded for a cumulative percentage of a specified period; for example, $L_{90}$ ("L-ninety") is the sound level exceeded 90% of the time.

The $L_{90}$ value is used herein as an industry-recognized way to help distinguish the acoustical contribution of aggregate Facility operation noise from the amalgam of sound sources (both near and far) comprising the measurable ambient environmental as detected by a sound level meter. In other words, and as stated by the Federal Highway Administration: "Where the noise emissions from a source of interest are constant (such as noise from a fan, air conditioner or pool pump) and the ambient noise level has a degree of variability (for example, due to traffic noise), the L90 descriptor may adequately describe the noise source." (FHWA 2017)

The day-night sound level ($L_{dn}$) acoustical descriptor used herein is defined by the U.S. Environmental Protection Agency (EPA) as the A-weighted average sound level in decibels during a 24-hour period with a 10 dB penalty applied to nighttime (i.e., from 10:00 p.m. to 7:00 a.m.) sound levels (EPA 1974). Translating this to a practical description of the method for calculating $L_{dn,}$ 10 dB is added to the measured $L_{eq\ 1Hr}$ for each hour from 10:00 p.m. to 7:00 a.m. and then these adjusted levels are averaged with the remaining measured $L_{eq\ 1Hr}$ values for the 24-hour period employing an appropriate logarithmic equation (not an arithmetic average).

## 1.4 Acoustical Compliance Criteria

Condition F of the original SUP required a sound study ("baseline study") be performed "to determine the ambient noise level prior to the installation of the project." The baseline study was completed in 2020, with measured SPL at three locations (East, South, and North) collected over a concurrent 24-hour period from February 12, 2020 to February 13, 2020 that yielded energy-averaged day-night sound levels ($L_{dn}$) of 55.8 dBA, 58.3 dBA, and 56.6 dBA, respectively. No baseline SPL measurement was performed west of the proposed Facility site. Ordinance 20240326-005, which authorized amendment of the SUP, required that additional sound decibel monitoring be conducted at the Facility during operations, and further stipulated that operation of the Facility not exceed the baseline noise study results.

The $L_{dn}$ values from the baseline study represent the "ambient noise level prior to installation of the project" and quantitatively define the threshold of "shall be no louder" with respect to aggregate Facility operation noise "as measured at 100 feet outside the parcel boundary and the nearest existing receptor" as required in the Specific Use Permit approved in Ordinance 20240326-005. The next section describes the operational-period sound level surveys conducted in early 2025 in response to the SUP modification.

# 2 Operation-Period Sound Level Surveys

## 2.1 Survey Procedure

Dudek deployed three unattended sound level monitors (SLM) that collected SPL data in successive one-minute intervals over a total 168-hour duration from approximately 10:00 a.m. (Central Standard Time [CST]) on February 16, 2026, to 10:00 a.m. CST on February 23, 2026. Exhibit D illustrates the locations of these unattended SLM, which include the following: LT1 (east of the Facility), LT2 (south of the Facility), and LT4 (north of the Facility). Survey locations LT1, LT2, and LT4 were fixed SLM deployment positions for the entirety of the field survey. According to operational status data provided by Gambit subsequent to the field survey, the Gambit Energy Storage Facility was operational throughout the survey period.

The deployed SLM were Sigicom C50 models, which are American National Standards Institute (ANSI) Type 1 instruments expected to have a +/-1.5 dB tolerance. Each SLM was secured to fixed features (e.g., trees) around the Facility. All monitoring locations were approximately along or within the Facility property boundary.

Exhibit D also illustrates offsite and Facility property boundary locations representing locations where Facility noise emission levels would be evaluated from the collected measurement data and compared directly with the SUP condition. These assessment positions include as follows: 100 feet north of the property boundary (N 100') and 100 feet south of the property (S 100'). To the east, LT1 adjoins the "nearest existing receptor" and thus serves as the assessment location in that cardinal direction.

**Exhibit D.** Outdoor Ambient Sound Level Survey Locations


**Sources:** Google Earth 2025; Dudek 2025

## 2.2 Data Analysis

### 2.2.1 Methodology

*Facility Noise Discernment*

When active, Facility operation noise, including cooling fans, is one of many acoustic contributors to the outdoor ambient sound environment as measured by the unattended SLM deployments; and, because of the proximity of the deployed SLM around the Facility and due to steady-state operating characteristics of onsite battery container cooling systems and onsite electrical transformers (both MVT and the MPT), their aggregate noise emission can be evaluated with the $L_{90}$ statistical descriptor. This is consistent with FHWA guidance as mentioned in Section 1.3.

However, non-Facility or “background” sound that was part of the measurable and audible outdoor ambient sound environment during the multi-day field survey included an amalgam of nearby and distant natural sound sources that were consistent typically with warmer seasonal conditions, such as insect song. Such insect song and other natural sources are classified by American National Standard (ANS) S3/SC1.100 as “high-frequency natural sounds” (HFNS) and “contain significant spectral energy above the 1 kHz octave band, such as sounds produced by many insect, frog, and bird species” (ANSI 2014). Consistent with relevant content from ANS S3/SC1.100, a filter was thus applied to the one-minute interval collected data, after which “ANS $L_{90}$” values were calculated based upon the decibel difference between the measured $L_{eq}$ and the measured $L_{90}$ values. These ANS $L_{90}$ values were then used as the basis to derive hourly and corresponding 24-hour $L_{dn}$ values, the latter of which can be directly compared with the aforementioned SUP criteria in Section 1.4.

*Compliance Assessment*

Due to encountered site conditions surrounding the Facility, unattended SLM deployment positions on Project property were the closest that could be safely accessed for data collection. Hence, in order to quantify the Facility noise emission levels at positions more consistent with the SUP, which requires a location 100 feet from the parcel boundary and in cardinal directions corresponding with the nearest existing receptor(s), the sound levels at a “North Assessment Position” (appearing as “N 100’” in Exhibit D) and “South Assessment Position” (appearing as “S 100’” in Exhibit D) were extrapolated from the ANS $L_{90}$ data by applying a decibel (dB) adjustment. This dB adjustment was calculated from the combined noise-reducing effects of geometric divergence (i.e., the Facility operation sound attenuates with increasing distance as it travels farther from the surveyed positions), atmospheric absorption, and ground surface acoustical absorption as predicted with Datakustik CadnaA (a commercially available outdoor sound propagation prediction model, based on International Organization of Standardization [ISO] 9613-2 2024 algorithms and relevant reference data) for the Facility operating at effectively full capacity.

The extrapolated sound level at location S 100’ should be 2.3 dB less than the ANS $L_{90}$ at LT2; and the extrapolated sound level at N 100’ should be 1.7 dB less than the ANS $L_{90}$ at LT4. The ANS $L_{90}$ at LT1, being co-located at the assessment position, would not be adjusted by decibel extrapolation.

### 2.2.2 Results Presentation

Table 1 summarizes the 24-hour $L_{dn}$ values calculated from hourly ANS $L_{90}$ at each of three indicated assessment positions as appearing in Exhibit D, in addition to ambient temperatures during the measurement period. The seven 24-hour survey periods shown are sequential, and the term “starting hour” refers to the beginning of the 24-hour period; for example, a 10:00 a.m. starting hour means the collected data within that 24-hour period representing 10:00 a.m. of the starting date to 10:00 a.m. on the following day.

### Table 1. February 16-23, 2026, Unattended SPL Monitoring of Facility Operations

| Date (mm/dd/yyyy) and Starting Hour (hh:mm, CST) of 24-hour Period | East Assessment Position (LT1) ($L_{dn}$, dBA) | South Assessment Position (S 100') ($L_{dn}$, dBA) | North Assessment Position (N 100') ($L_{dn}$, dBA) | Outdoor Ambient Temperature Range (°F) |
|---|---|---|---|---|
| 02/16/2026, 10:00 a.m. | 54.1 | 53.0 | 51.9 | 46 – 70 |
| 02/17/2026, 10:00 a.m. | 53.3 | 51.9 | 51.3 | 50 – 77 |
| 02/18/2026, 10:00 a.m. | 51.4 | 50.4 | 50.3 | 62 – 78 |
| 02/19/2026, 10:00 a.m. | 50.5 | 49.3 | 49.5 | 69 – 81 |
| 02/20/2026, 10:00 a.m. | 48.7 | 47.0 | 47.3 | 68 – 79 |
| 02/21/2026, 10:00 a.m. | 50.3 | 48.5 | 48.6 | 60 – 82 |
| 02/22/2026, 10:00 a.m. | 50.5 | 47.7 | 49.0 | 43 – 65 |
| SUP threshold ($L_{dn}$ Limit)* | 55.8 | 58.3 | 56.6 | |
| *Compliance for all survey periods?* | *yes* | *yes* | *yes* | |

**Source:** Dudek 2026.
**Notes:** $L_{dn}$ = 24-hour day-night sound level; dBA = A-weighted decibel; SUP = specific use permit; CST = central standard time; LT = long-term; S = south; N = north.
* As established by 24-hour background sound level monitoring in February 12-13, 2020, prior to Facility installation. No monitoring was performed west of the proposed Facility site in 2020.

# 3 Conclusion

The SUP states that the noise emitted from the Facility shall be no louder at "100 feet outside of the parcel boundary and the nearest existing receptor." As shown in Table 1, 24-hour $L_{dn}$ values based on appropriately adjusted hourly ANS $L_{90}$ measurement data collected during the monitoring period in February 2026 are below the SUP thresholds and therefore compliant with the SUP and corresponding Ordinance.

# 4 References

American National Standards Institute (ANSI). 2014. ANSI/ASA S3/SC1.100-2014/ANSI/ASA S12.100-2014. Methods to Define and Measure the Residual Sound in Protected Natural and Quiet Residential Areas. Accessed September 14 at https://webstore.ansi.org/preview-pages/ASA/preview_ANSI+ASA+S3+SC1.100-2014+ANSI+ASA+S12.100-2014.pdf

Federal Highway Administration (FHWA). 2017. Sound Level Descriptors. FHWA-HEP-17-053. Updated May 26th. Accessed August 25, 2022 at https://www.fhwa.dot.gov/Environment/noise/resources/sound_descr.cfm

U.S. Environmental Protection Agency (EPA). 1974. Information On Levels Of Environmental Noise Requisite To Protect Public Health and Welfare With An Adequate Margin Of Safety. Office of Noise Abatement and Control. March. Accessed March 17, 2025 at https://nepis.epa.gov.

# 5 Preparer Biography

The operational noise monitoring program and preparation of this technical memo has been managed by Mark Storm, an Institute of Noise Control Engineering (INCE) Board Certified member and the Acoustic Services Manager within the Environmental Technical Group at Dudek. Prior to joining Dudek in 2018, Mr. Storm was a senior acoustician with URS Corporation (acquired by AECOM in 2016) for twelve years after a decade that included noise control and sound abatement design leadership roles with HVAC and sound attenuation product manufacturers. He currently leads a team of full-time acousticians, including those who have contributed to the preparation of content (e.g., field-collected SPL data) presented herein.

Dudek trusts that the results and findings presented in this technical memo meet your needs for the Facility at this time. Should you have any questions or would like to discuss the data and findings herein, please do not hesitate to contact Mr. Storm at the contact information below.

Sincerely,

Mark Storm, INCE Bd. Cert.
Acoustic Services Manager
760-479-4297
mstorm@dudek.com

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# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** July 28, 2026

**PREPARED BY:** Hector Renteria

**AGENDA CONTENT:**

1. Discussion and possible action to accept and award the 288B Utility Improvements to Vera Industries for a total bid amount of Eight hundred Forty-eight thousand, eleven dollars and fifty cents ($848,011.50)

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT: $1,200,000** **FUNDS REQUESTED: $848,011.50**

**FUND:**

**EXECUTIVE SUMMARY:**

On July 1, 2026, the City received six (6) bids for the 288B Utility Improvements Project. Vera Industries is the apparent low bidder for this project. HDR has coordinated with provided references and composed the attached Letter of Recommendation.

**RECOMMENDATION:**

**HDR recommends that the City of Angleton accept and award the 288B Utility Improvements to Vera Industries, for a total bid amount of eight hundred forty-eight thousand, eleven dollars and fifty cents ($848,011.50).**

# LETTER OF RECOMMENDATION

# FOR THE

# 288B UTILITY IMPROVEMENTS

THE HEART OF BRAZORIA COUNTY
ANGLETON

CITY OF ANGLETON

July 2026

HDR Job No. 10404407

HDR

HDR ENGINEERING, INC.
4828 LOOP CENTRAL DRIVE, SUITE 700
HOUSTON, TEXAS 77081
(713) 622-9264
HDR Engineering Inc. Texas Reg. No. F-754

July 21st, 2025

Mayor and City Council Members
City of Angleton
121 S. Velasco St.
Angleton, TX 77515

**Re: Letter of Recommendation for 288B Utility Improvements**
**City of Angleton, Texas**
**HDR Job No. 10404407**

Dear Mayor and City Council Members:

On July 1, 2026, the City received six (6) bids for the above referenced project. The project was bid with General, Paving, Sanitary Sewer, Water Line, and Supplemental Items. The following is a summary of our bid evaluation.

1. Bid Tabulation Sheet –Six (6) construction firms participated in the bidding process. A bid tab is included in Section 1. Each bid was checked for mathematical errors and/or bid irregularities. An error was found in two (2) of the bid packages and appropriate corrections were made and included in the attached bid tabulation. The errors did not affect the order of the bids, making Vera Industries the apparent low bidder for this project. The bids for the project are as follows:

| | **Contractor** | **Total Project** |
|---|---|---|
| 1 | Vera Industries | $848,011.50 |
| 2 | Matula & Matula Construction, Inc. | $1,039,993.70 |
| 3 | ISJ Underground Utilities | $1,208,829.00 |
| 4 | AR Turnkee Construction | $1,240,450.00 |
| 5 | Bull-G Construction LLC. | $1,443,400.00 |
| 6 | HTI Construction Inc. | $1,701,720.00 |

Evaluation of the Apparent Low Bidder –Vera Industries provided references with a list previous of similar projects. Please see Section 2 of this report for their references. HDR contacted five (5) references and asked them to respond to a questionnaire. HDR received overall good ratings on their projects. The references indicated that they were satisfied with the work Vera Industries had performed and would use them again in the future. Copies of the questionnaires are attached in Section 3 of this report.

Vera Industries appears to be a responsible firm that should be capable of performing the specified work in a satisfactory manner. For these reasons, HDR recommends that the City of Angleton accept and award the 288B Utility Improvements to Vera Industries, for a total bid amount of eight hundred forty-eight thousand, eleven dollars and fifty cents ($848,011.50).

If you have any questions, please feel free to contact us.

Sincerely,

HDR Engineering, Inc.

John Peterson, P.E., C.F.M.
Associate Vice President/Texas Gulf Coast Municipal Program Lead

# SECTION 1

## Bid Tabulation

| Item No. | Description of Work | | | Vera Industries | | Matula & Matula Construction, Inc. | | ISJ Underground Utilities | | AR Turnkee Construction | | Bull-G Construction LLC. | | HTI Construction Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Apparent Low Bidder | | Apparent Second Bidder | | | | | | | | | |
| | | Unit | Quantity | Unit | Total | Unit | Total | Unit | Total | Unit | Total | Unit | | Unit | Total |
| | | | | Price | Amount | Price | Amount | Price | Amount | Price | Amount | Price | Amount | Price | Amount |
| | **GENERAL ITEMS** | | | | | | | | | | | | | | |
| 1 | Temporary Sediment Control including Inlet protection barriers, including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and TDPES requirements, complete in place, the sum of: | LS | 1 | $ 5,829.50 | $ 5,829.50 | $ 8,500.00 | $ 8,500.00 | $ 1,200.00 | $ 1,200.00 | $ 500.00 | $ 500.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 | $ 20,000.00 |
| 2 | Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of: | LS | 1 | $ 9,716.00 | $ 9,716.00 | $ 20,251.70 | $ 20,251.70 | $ 7,500.00 | $ 7,500.00 | $ 21,000.00 | $ 21,000.00 | $ 7,500.00 | $ 7,500.00 | $ 100,000.00 | $ 100,000.00 |
| | **Sub Total GENERAL** | | | | **$ 15,545.50** | | **$ 28,751.70** | | **$ 8,700.00** | | **$ 21,500.00** | | **$ 12,500.00** | | **$ 120,000.00** |
| | **PAVING & RESTORATION ITEMS** | | | | | | | | | | | | | | |
| 3 | Full depth asphalt-concrete pavement point repair, including pavement removal, 12" cement stabilized sand, 7" thick reinforced concrete, dowels, and undercut with 3" Type D HMAC overlay including tack coat, complete in place, the sum of: | SY | 875 | $ 64.00 | $ 56,000.00 | $ 176.10 | $ 154,087.50 | $ 275.00 | $ 240,625.00 | $ 233.00 | $ 203,875.00 | $ 250.00 | $ 218,750.00 | $ 250.00 | $ 218,750.00 |
| 4 | Full depth asphalt point repair, including pavement removal, 8-inches of Type A HMAC (black base), 3-inches of Type D HMAC overlay, and tack coat, complete in place, the sum of: | SY | 100 | $ 332.50 | $ 33,250.00 | $ 143.80 | $ 14,380.00 | $ 175.00 | $ 17,500.00 | $ 173.00 | $ 17,300.00 | $ 250.00 | $ 25,000.00 | $ 150.00 | $ 15,000.00 |
| 5 | Full depth concrete point repair, including pavement removal, 12" cement stabilized sand, 7" thick reinforced concrete, dowels, and undercut, complete in place, the sum of: | SY | 50 | $ 175.00 | $ 8,750.00 | $ 222.70 | $ 11,135.00 | $ 245.00 | $ 12,250.00 | $ 177.00 | $ 8,850.00 | $ 200.00 | $ 10,000.00 | $ 225.00 | $ 11,250.00 |
| 6 | Remove and replace 6" thick concrete driveway, complete in place, the sum of: | SY | 110 | $ 135.50 | $ 14,905.00 | $ 168.60 | $ 18,546.00 | $ 115.00 | $ 12,650.00 | $ 121.00 | $ 13,310.00 | $ 180.00 | $ 19,800.00 | $ 125.00 | $ 13,750.00 |
| 7 | Remove asphalt and install topsoil and sod near 2+25 at the SE corner of the W. Orange St. and S. Front St. intersection, including the installation of 6" reinforced concrete curb, complete in place, the sum of: | LS | 1 | $ 3,886.50 | $ 3,886.50 | $ 11,829.90 | $ 11,829.90 | $ 8,500.00 | $ 8,500.00 | $ 7,000.00 | $ 7,000.00 | $ 40,000.00 | $ 40,000.00 | $ 10,000.00 | $ 10,000.00 |
| 8 | Remove and replace concrete wheelchair ramp, complete in place, the sum of: | EA | 16 | $ 3,881.00 | $ 62,096.00 | $ 4,962.80 | $ 79,404.80 | $ 5,500.00 | $ 88,000.00 | $ 2,300.00 | $ 36,800.00 | $ 5,000.00 | $ 80,000.00 | $ 5,000.00 | $ 80,000.00 |
| 9 | Remove and replace concrete curb, complete in place, the sum of: | LF | 450 | $ 11.50 | $ 5,175.00 | $ 5.70 | $ 2,565.00 | $ 52.00 | $ 23,400.00 | $ 20.00 | $ 9,000.00 | $ 70.00 | $ 31,500.00 | $ 40.00 | $ 18,000.00 |
| 10 | Reinforced monolithic concrete curb, complete in place, the sum of: | LF | 40 | $ 35.00 | $ 1,400.00 | $ 4.50 | $ 180.00 | $ 78.00 | $ 3,120.00 | $ 10.00 | $ 400.00 | $ 180.00 | $ 7,200.00 | $ 50.00 | $ 2,000.00 |
| 11 | Reinforced sidewalk retaining wall, 6"-12", complete in place, the sum of: | LF | 30 | $ 140.00 | $ 4,200.00 | $ 240.50 | $ 7,215.00 | $ 200.00 | $ 6,000.00 | $ 303.00 | $ 9,090.00 | $ 100.00 | $ 3,000.00 | $ 200.00 | $ 6,000.00 |
| 12 | Remove, replace, and restore existing 4" concrete sidewalk and various areas to original conditions as specified in drawings, complete in place, the sum of: | SF | 3,500 | $ 10.50 | $ 36,750.00 | $ 21.60 | $ 75,600.00 | $ 22.50 | $ 78,750.00 | $ 9.00 | $ 31,500.00 | $ 40.00 | $ 140,000.00 | $ 12.00 | $ 42,000.00 |
| | **Sub Total PAVING & RESTORATION** | | | | **$ 226,412.50** | | **$ 374,943.20** | | **$ 490,795.00** | | **$ 337,125.00** | | **$ 575,250.00** | | **$ 416,750.00** |
| | **SANITARY SEWER ITEMS** | | | | | | | | | | | | | | |
| 13 | 6" PVC SDR 26 sanitary sewer line, installed by open cut, complete in place, the sum of: | LF | 350 | $ 27.50 | $ 9,625.00 | $ 36.30 | $ 12,705.00 | $ 62.00 | $ 21,700.00 | $ 171.00 | $ 59,850.00 | $ 100.00 | $ 35,000.00 | $ 100.00 | $ 35,000.00 |
| 14 | 12" steel casing on 6" PVC sanitary sewer line, complete in place, the sum of: | LF | 300 | $ 72.50 | $ 21,750.00 | $ 216.90 | $ 65,070.00 | $ 243.50 | $ 73,050.00 | $ 203.00 | $ 60,900.00 | $ 180.00 | $ 54,000.00 | $ 245.00 | $ 73,500.00 |
| 15 | Rehabilitate existing concrete sanitary sewer manhole with 1" Sewpercoat, complete in place, the sum of: | VF | 15 | $ 777.50 | $ 11,662.50 | $ 998.20 | $ 14,973.00 | $ 235.00 | $ 3,525.00 | $ 470.00 | $ 7,050.00 | $ 500.00 | $ 7,500.00 | $ 2,000.00 | $ 30,000.00 |
| 16 | Remove existing steel casing and 6"-dia. concrete sanitary sewer main, complete in place, the sum of: | LF | 300 | $ 19.50 | $ 5,850.00 | $ 17.80 | $ 5,340.00 | $ 2.00 | $ 600.00 | $ 70.00 | $ 21,000.00 | $ 50.00 | $ 15,000.00 | $ 50.00 | $ 15,000.00 |
| 17 | Connect proposed sanitary sewer to existing manhole, all sizes, complete in place, the sum of: | EA | 3 | $ 2,332.00 | $ 6,996.00 | $ 3,207.40 | $ 9,622.20 | $ 1,868.00 | $ 5,604.00 | $ 1,300.00 | $ 3,900.00 | $ 5,000.00 | $ 15,000.00 | $ 5,000.00 | $ 15,000.00 |
| 18 | Connect proposed sanitary sewer to existing sanitary sewer, all sizes, complete in place, the sum of: | EA | 5 | $ 2,332.00 | $ 11,660.00 | $ 624.60 | $ 3,123.00 | $ 1,591.00 | $ 7,955.00 | $ 700.00 | $ 3,500.00 | $ 5,000.00 | $ 25,000.00 | $ 3,000.00 | $ 15,000.00 |
| 19 | Trench safety for all sanitary sewer line, including installation, operation and removal, complete in place, complete in place, the sum of: | LF | 350 | $ 2.00 | $ 700.00 | $ 1.20 | $ 420.00 | $ 0.10 | $ 35.00 | $ 10.00 | $ 3,500.00 | $ 50.00 | $ 17,500.00 | $ 20.00 | $ 7,000.00 |
| | **Sub total SANITARY SEWER** | | | | **$ 68,243.50** | | **$ 111,253.20** | | **$ 112,469.00** | | **$ 159,700.00** | | **$ 169,000.00** | | **$ 190,500.00** |
| | **WATER LINE ITEMS** | | | | | | | | | | | | | | |
| 20 | 8" PVC C900 Class 150 water line w/ restrained joints, trenchless installation, complete in place, the sum of: | LF | 2,550 | $ 101.00 | $ 257,550.00 | $ 92.50 | $ 235,875.00 | $ 104.00 | $ 265,200.00 | $ 173.00 | $ 441,150.00 | $ 70.00 | $ 178,500.00 | $ 150.00 | $ 382,500.00 |
| 21 | 4" PVC C900 Class 150 water line w/ restrained joints, trenchless installation, complete in place, the sum of: | LF | 40 | $ 78.00 | $ 3,120.00 | $ 122.00 | $ 4,880.00 | $ 1,004.00 | $ 40,160.00 | $ 121.00 | $ 4,840.00 | $ 40.00 | $ 1,600.00 | $ 318.00 | $ 12,720.00 |
| 22 | 16" steel casing on 8" PVC C900 class 150 water line by trenchless installation, complete in place, the sum of: | LF | 400 | $ 185.00 | $ 74,000.00 | $ 129.50 | $ 51,800.00 | $ 183.50 | $ 73,400.00 | $ 237.00 | $ 94,800.00 | $ 250.00 | $ 100,000.00 | $ 375.00 | $ 150,000.00 |
| 23 | 2" wet connection, complete in place, the sum of: | EA | 1 | $ 94.00 | $ 94.00 | $ 437.40 | $ 437.40 | $ 1,606.50 | $ 1,606.50 | $ 400.00 | $ 400.00 | $ 1,000.00 | $ 1,000.00 | $ 2,000.00 | $ 2,000.00 |
| 24 | 4" wet connection, complete in place, the sum of: | EA | 2 | $ 395.00 | $ 790.00 | $ 1,048.60 | $ 2,097.20 | $ 470.50 | $ 941.00 | $ 700.00 | $ 1,400.00 | $ 3,000.00 | $ 6,000.00 | $ 2,000.00 | $ 4,000.00 |
| 25 | 6" wet connection, complete in place, the sum of: | EA | 2 | $ 577.00 | $ 1,154.00 | $ 1,201.60 | $ 2,403.20 | $ 641.50 | $ 1,283.00 | $ 770.00 | $ 1,540.00 | $ 4,000.00 | $ 8,000.00 | $ 2,500.00 | $ 5,000.00 |
| 26 | 8" wet connection, complete in place, the sum of: | EA | 11 | $ 841.00 | $ 9,251.00 | $ 782.20 | $ 8,604.20 | $ 934.50 | $ 10,279.50 | $ 870.00 | $ 9,570.00 | $ 5,000.00 | $ 55,000.00 | $ 3,000.00 | $ 33,000.00 |
| 27 | 8" gate valve and box, complete in place, the sum of: | EA | 11 | $ 3,413.50 | $ 37,548.50 | $ 2,352.60 | $ 25,878.60 | $ 3,493.00 | $ 38,423.00 | $ 2,230.00 | $ 24,530.00 | $ 3,800.00 | $ 41,800.00 | $ 3,500.00 | $ 38,500.00 |
| 28 | 1" cut, plug, and abandon, complete in place, the sum of: | EA | 2 | $ 102.00 | $ 204.00 | $ 431.90 | $ 863.80 | $ 93.00 | $ 186.00 | $ 200.00 | $ 400.00 | $ 2,000.00 | $ 4,000.00 | $ 1,000.00 | $ 2,000.00 |
| 29 | 2" cut, plug, and abandon, complete in place, the sum of: | EA | 2 | $ 103.50 | $ 207.00 | $ 432.60 | $ 865.20 | $ 329.50 | $ 659.00 | $ 200.00 | $ 400.00 | $ 600.00 | $ 1,200.00 | $ 2,000.00 | $ 4,000.00 |
| 30 | 4" cut, plug, and abandon, complete in place, the sum of: | EA | 2 | $ 191.00 | $ 382.00 | $ 599.70 | $ 1,199.40 | $ 118.00 | $ 236.00 | $ 230.00 | $ 460.00 | $ 1,000.00 | $ 2,000.00 | $ 2,000.00 | $ 4,000.00 |
| 31 | 6" cut, plug, and abandon, complete in place, the sum of: | EA | 3 | $ 266.50 | $ 799.50 | $ 653.50 | $ 1,960.50 | $ 310.00 | $ 930.00 | $ 270.00 | $ 810.00 | $ 1,000.00 | $ 3,000.00 | $ 2,000.00 | $ 6,000.00 |
| 32 | 8" cut, plug, and abandon, complete in place, the sum of: | EA | 5 | $ 405.00 | $ 2,025.00 | $ 887.00 | $ 4,435.00 | $ 447.00 | $ 2,235.00 | $ 330.00 | $ 1,650.00 | $ 1,500.00 | $ 7,500.00 | $ 2,000.00 | $ 10,000.00 |
| 33 | Short side water service replacement, complete in place, the sum of: | EA | 10 | $ 575.00 | $ 5,750.00 | $ 1,259.80 | $ 12,598.00 | $ 1,127.00 | $ 11,270.00 | $ 730.00 | $ 7,300.00 | $ 1,200.00 | $ 12,000.00 | $ 2,500.00 | $ 25,000.00 |
| 34 | Long side water service replacement, complete in place, the sum of: | EA | 3 | $ 588.50 | $ 1,765.50 | $ 2,504.30 | $ 7,512.90 | $ 2,381.50 | $ 7,144.50 | $ 1,300.00 | $ 3,900.00 | $ 1,500.00 | $ 4,500.00 | $ 5,000.00 | $ 15,000.00 |
| 35 | Extra long water service line (exceeding 60 linear feet), complete in place, the sum of: | LF | 1,750 | $ 5.00 | $ 8,750.00 | $ 9.80 | $ 17,150.00 | $ 16.50 | $ 28,875.00 | $ 18.00 | $ 31,500.00 | $ 20.00 | $ 35,000.00 | $ 50.00 | $ 87,500.00 |
| 36 | 8" tapping sleeve and valve, complete in place, the sum of: | EA | 2 | $ 9,719.50 | $ 19,439.00 | $ 5,545.90 | $ 11,091.80 | $ 199.50 | $ 399.00 | $ 7,370.00 | $ 14,740.00 | $ 10,000.00 | $ 20,000.00 | $ 10,000.00 | $ 20,000.00 |
| 37 | Remove and salvage existing fire hydrant, including gate valve and box, complete in place, the sum of: | EA | 4 | $ 194.50 | $ 778.00 | $ 431.10 | $ 1,724.40 | $ 250.00 | $ 1,000.00 | $ 530.00 | $ 2,120.00 | $ 100.00 | $ 400.00 | $ 5,000.00 | $ 20,000.00 |

| Item No. | Description of Work | | | Vera Industries Apparent Low Bidder | | Matula & Matula Construction, Inc. Apparent Second Bidder | | ISJ Underground Utilities | | AR Turnkee Construction | | Bull-G Construction LLC. | | HTI Construction Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Unit | Quantity | Unit | Total | Unit | Total | Unit | Total | Unit | Total | Unit | | Unit | Total |
| 38 | Furnish and install fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in place, the sum of: | EA | 5 | $ 11,015.50 | $ 55,077.50 | $ 8,695.50 | $ 43,477.50 | $ 16,524.50 | $ 82,622.50 | $ 8,030.00 | $ 40,150.00 | $ 10,000.00 | $ 50,000.00 | $ 13,000.00 | $ 65,000.00 |
| 39 | Abandon existing water valve, any size, any depth, complete in place, the sum of: | EA | 1 | $ 194.50 | $ 194.50 | $ 538.80 | $ 538.80 | $ 1,500.00 | $ 1,500.00 | $ 200.00 | $ 200.00 | $ 100.00 | $ 100.00 | $ 1,000.00 | $ 1,000.00 |
| 40 | Trench safety for all water line, including installation, operation and removal, complete in place, the sum of: | LF | 2,950 | $ 1.00 | $ 2,950.00 | $ 1.00 | $ 2,950.00 | $ 0.10 | $ 295.00 | $ 0.70 | $ 2,065.00 | $ 1.00 | $ 2,950.00 | $ 5.00 | $ 14,750.00 |
| | | | | | | | | | | | | | | | |
| | **Sub total WATER LINE** | | | | **$ 481,829.50** | | **$ 438,342.90** | | **$ 568,645.00** | | **$ 683,925.00** | | **$ 534,550.00** | | **$ 901,970.00** |
| | | | | | | | | | | | | | | | |
| | **SUPPLEMENTAL** | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 41 | Well pointing for water line and sanitary sewer installation, all sizes, all depths, including all necessary appurtenances, complete in place, the sum of: | LF | 100 | $ 21.50 | $ 2,150.00 | $ 74.40 | $ 7,440.00 | $ 30.00 | $ 3,000.00 | $ 20.00 | $ 2,000.00 | $ 30.00 | $ 3,000.00 | $ 100.00 | $ 10,000.00 |
| 42 | Wet condition bedding for water line and sanitary sewer installation, all sizes, all depths, consisting of limestone or recycled concrete foundation, filter fabrics and all appurtenances, complete in place, the sum of: | LF | 100 | $ 23.50 | $ 2,350.00 | $ 89.20 | $ 8,920.00 | $ 15.00 | $ 1,500.00 | $ 15.00 | $ 1,500.00 | $ 30.00 | $ 3,000.00 | $ 25.00 | $ 2,500.00 |
| 43 | Installation and removal of piezometer, complete in place, the sum of: | EA | 2 | $ 194.50 | $ 389.00 | $ 1,063.90 | $ 2,127.80 | $ 200.00 | $ 400.00 | $ 150.00 | $ 300.00 | $ 2,000.00 | $ 4,000.00 | $ 500.00 | $ 1,000.00 |
| 44 | Clearance prune tree, complete in place, the sum of: | EA | 2 | $ 348.50 | $ 697.00 | $ 254.90 | $ 509.80 | $ 200.00 | $ 400.00 | $ 300.00 | $ 600.00 | $ 1,500.00 | $ 3,000.00 | $ 1,000.00 | $ 2,000.00 |
| 45 | Install tree protection fence, complete in place, the sum of: | LF | 100 | $ 3.50 | $ 350.00 | $ 6.40 | $ 640.00 | $ 3.00 | $ 300.00 | $ 10.00 | $ 1,000.00 | $ 1.00 | $ 100.00 | $ 10.00 | $ 1,000.00 |
| 46 | Brace, support, and protect utility structures as per utility company's requirements, complete in place, the sum of: | EA | 5 | $ 1,166.50 | $ 5,832.50 | $ 1,706.50 | $ 8,532.50 | $ 500.00 | $ 2,500.00 | $ 1,000.00 | $ 5,000.00 | $ 2,500.00 | $ 12,500.00 | $ 1,000.00 | $ 5,000.00 |
| 47 | Extra cement-stabilized sand backfill, complete in place, the sum of: | CY | 20 | $ 58.50 | $ 1,170.00 | $ 124.60 | $ 2,492.00 | $ 25.00 | $ 500.00 | $ 30.00 | $ 600.00 | $ 30.00 | $ 600.00 | $ 100.00 | $ 2,000.00 |
| 48 | Extra bank sand backfill, complete in place, the sum of: | CY | 20 | $ 35.00 | $ 700.00 | $ 85.50 | $ 1,710.00 | $ 6.00 | $ 120.00 | $ 20.00 | $ 400.00 | $ 30.00 | $ 600.00 | $ 50.00 | $ 1,000.00 |
| 49 | Extra crushed concrete base material, complete in place, the sum of: | TON | 50 | $ 35.00 | $ 1,750.00 | $ 125.60 | $ 6,280.00 | $ 55.00 | $ 2,750.00 | $ 70.00 | $ 3,500.00 | $ 120.00 | $ 6,000.00 | $ 60.00 | $ 3,000.00 |
| 50 | Extra 1.5 sack of cement per cubic yard added to the 7" concrete pavement and commercial driveways (total of 7.0 sack/cubic yard), complete in place, the sum of: | EA | 100 | $ 58.50 | $ 5,850.00 | $ 36.70 | $ 3,670.00 | $ 1.00 | $ 100.00 | $ 30.00 | $ 3,000.00 | $ 250.00 | $ 25,000.00 | $ 100.00 | $ 10,000.00 |
| 51 | Extra Type D asphalt pavment, complete in place, the sum of: | TON | 50 | $ 268.00 | $ 13,400.00 | $ 227.60 | $ 11,380.00 | $ 65.00 | $ 3,250.00 | $ 77.00 | $ 3,850.00 | $ 200.00 | $ 10,000.00 | $ 120.00 | $ 6,000.00 |
| 52 | Diversion pumping for sanitary sewer system, complete in place, the sum of: | LS | 1 | $ 17,491.50 | $ 17,491.50 | $ 24,739.50 | $ 24,739.50 | $ 2,500.00 | $ 2,500.00 | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 |
| 53 | Remove, store, and reset traffic sign, complete in place, the sum of: | EA | 9 | $ 117.00 | $ 1,053.00 | $ 379.20 | $ 3,412.80 | $ 350.00 | $ 3,150.00 | $ 750.00 | $ 6,750.00 | $ 2,000.00 | $ 18,000.00 | $ 1,000.00 | $ 9,000.00 |
| 54 | Adjust existing valve box, meter box with top of prposed pavement or finished grade, complete in place, the sum of: | EA | 3 | $ 232.50 | $ 697.50 | $ 431.10 | $ 1,293.30 | $ 250.00 | $ 750.00 | $ 150.00 | $ 450.00 | $ 100.00 | $ 300.00 | $ 1,000.00 | $ 3,000.00 |
| 55 | Thermoplastic pavement markings, 24" white, for continental crosswalk, including surface preparation and priming, complete in place, the sum of: | LF | 150 | $ 6.00 | $ 900.00 | $ 12.70 | $ 1,905.00 | $ 20.00 | $ 3,000.00 | $ 15.00 | $ 2,250.00 | $ 160.00 | $ 24,000.00 | $ 20.00 | $ 3,000.00 |
| 56 | Thermoplastic pavement markings, 24" white, for stop bar, including surface preparation and priming, complete in place, the sum of: | LF | 100 | $ 6.00 | $ 600.00 | $ 12.70 | $ 1,270.00 | $ 20.00 | $ 2,000.00 | $ 15.00 | $ 1,500.00 | $ 160.00 | $ 16,000.00 | $ 20.00 | $ 2,000.00 |
| 57 | Thermoplastic pavement marking, yellow paint along curb and esplanade curb, including surface preparation and priming, complete in place, the sum of: | LF | 100 | $ 6.00 | $ 600.00 | $ 3.80 | $ 380.00 | $ 20.00 | $ 2,000.00 | $ 5.00 | $ 500.00 | $ 160.00 | $ 16,000.00 | $ 20.00 | $ 2,000.00 |
| | | | | | | | | | | | | | | | |
| | **Sub total SUPPLEMENTAL ITEMS** | | | | **$ 55,980.50** | | **$ 86,702.70** | | **$ 28,220.00** | | **$ 38,200.00** | | **$ 152,100.00** | | **$ 72,500.00** |
| | | | | | | | | | | | | | | | |
| | **TOTAL GENERAL ITEMS (A):** | | | | $ 15,545.50 | | $ 28,751.70 | | $ 8,700.00 | | $ 21,500.00 | | $ 12,500.00 | | $ 120,000.00 |
| | **TOTAL PAVING ITEMS (B):** | | | | $ 226,412.50 | | $ 374,943.20 | | $ 490,795.00 | | $ 337,125.00 | | $ 575,250.00 | | $ 416,750.00 |
| | **TOTAL SANITARY ITEMS (C):** | | | | $ 68,243.50 | | $ 111,253.20 | | $ 112,469.00 | | $ 159,700.00 | | $ 169,000.00 | | $ 190,500.00 |
| | **TOTAL WATER LINE ITEMS (D):** | | | | $ 481,829.50 | | $ 438,342.90 | | $ 568,645.00 | | $ 683,925.00 | | $ 534,550.00 | | $ 901,970.00 |
| | **TOTAL SUPPLEMENTAL ITEMS (E):** | | | | $ 55,980.50 | | $ 86,702.70 | | $ 28,220.00 | | $ 38,200.00 | | $ 152,100.00 | | $ 72,500.00 |
| | **TOTAL BASE BID (A-D) (INCLUDING SUPPLEMENTAL ITEMS (E)):** | | | | **$ 848,011.50** | | **$ 1,039,993.70** | | **$ 1,208,829.00** | | **$ 1,240,450.00** | | **$ 1,443,400.00** | | **$ 1,701,720.00** |

Represents Error Corrected by Engineer

# SECTION 2

## References

Vera Industries LLC
2440 Texas Pkwy Suite 268 Missouri City, TX 77489
713-572-7108
PROJECT LIST

| COMPLETED PROJECTS | PROJECT #1 | PROJECT #2 |
|---|---|---|
| NAME OF PROJECT | Sugarcreek Waterline Rehab/Replacement | TIDWELL TIMBERS WASTE WATER TREATMENT PLANT |
| AMOUNT | $1,785,000.00 | $1,136,062.95 |
| TYPE OF WORK | Installation of 6"-12" waterline by trenchless method | INSTALLING OF 12" FORCE MAIN BY OPEN CUT/TRENCHLESS METHODS & INSTALLING 6' DIA MH 30" DEEP TIE INTO 36" GRAVITY SEWER |
| SCHEDULE COMPLETION DATE | Feb-23 | Dec-25 |
| DATE COMPLETED | Feb-23 | Dec-25 |
| LOCATION | Sugarland, TX | HOUSTON,TX |
| GENERAL CONTRACTOR | Main Lane | HARPER BROTHERS CONSTRUCTION |
| OWNER | City of Sugarland | CITY OF HOUSTON |
| SUBCONTRACTOR | Vera Industries LLC | VERA INDUSTRIES |
| REFERENCE | DONALD GARCIA - CITY OF SUGARLAND - 281-615-1811 | MARK DUTTON - 832-657-2320 |
| COMPLETED PROJECTS | PROJECT #3 | PROJECT #4 |
| NAME OF PROJECT | Northgate Regional Lift Station & Force Main | 72" Water Line Along, Tuam, Fannin, Holman, Emerson, Garrott, Hawthorne, Audobon, And Kipling From Crawford to Mt Vernon |
| AMOUNT | $997,000.00 | $567,121.00 |
| TYPE OF WORK | INSTALLATION OF DUAL FORCE MAIN 24" AND 30". Installation of 42" gravity sewer inisde tunnel. | Installation of 6" - 12" Water Line by trenchless method. |
| SCHEDULE COMPLETION DATE | Feb-24 | Feb-24 |
| DATE COMPLETED | Feb-24 | Feb-24 |
| LOCATION | Houston,TX | Houston, TX |
| GENERAL CONTRACTOR | Harper Brothers | Harper Brothers |
| OWNER | City of Houston | City of Houston |
| SUBCONTRACTOR | Vera Industries LLC | Vera Industries LLC |
| REFERENCE | TROY LEAL - HARPER BROTHERS - 713-854-0744 | TROY LEAL - HARPER BROTHERS - 713-854-0744 |
| COMPLETED PROJECTS | PROJECT #5 | PROJECT #6 |
| NAME OF PROJECT | CITY OF CONROE CSP#2021-41 UTILITY RELOCATION SOUTH LOOP 336 | State Highway Improvement FM-2218 - From SH 36 To IH 69/US 59 |
| AMOUNT | $1,378,185.63 | $510,000.00 |
| TYPE OF WORK | INSTALLING 20" WATERLINE WITH 36" CASING AND 12" SANITARY WITH 20" CASING BY OPEN CUT AND TRENCHLESS METHODS | Installation of 18" - 36" Storm RCP & 3'x2' - 6'x3' RCB |
| SCHEDULE COMPLETION DATE | Aug-25 | Mar-24 |
| DATE COMPLETED | Aug-25 | Mar-24 |
| LOCATION | CONROE, TX | Rosenberg,TX |
| GENERAL CONTRACTOR | Vera Industries LLC | James Construction |
| OWNER | CITY OF CONROE | TXDOT |
| SUBCONTRACTOR | | Vera Industries LLC |
| REFERENCE | ROBBY SAAVEDDRA - CITY OF CONROE- 936-522-3140 | GABRIELA VARELA - PSC - 832-702-5409 |
| COMPLETED PROJECTS | PROJECT #7 | PROJECT #8 |
| NAME OF PROJECT | 72" Water Line Along Kipling, Woodhead & Branard From Mt Vernon to Greenbriar | Highway 90A Commercial Utilities Project |
| AMOUNT | $562,911.00 | $873,396.50 |
| TYPE OF WORK | Installation of 24" - 60" RCP & 6" - 10" Sanitary Serwer by open cut | INSTALLATION OF 8" WATERLINE AND 10" SANITARY BY TRENCHLESS METHODS (14-20' DEPTH) |
| SCHEDULE COMPLETION DATE | Nov-23 | Aug-24 |
| DATE COMPLETED | Nov-23 | Aug-24 |
| LOCATION | Houston,TX | RICHMOND, TX |
| GENERAL CONTRACTOR | Main Lane | VERA INDUSTRIES LLC |
| OWNER | City of Houston | CITY OF RICHMOND |
| SUBCONTRACTOR | Vera Industries LLC | |
| REFERENCE | ISMAIL MARTINEZ- MAINLANE - 832-352-6723 | CLIF HOLIK - CITY OF RICHMOND - 832-473-0523 |

Vera Industries LLC
2440 Texas Pkwy Suite 268 Missouri City, TX 77489
713-572-7108
PROJECT LIST

| | | |
|---|---|---|
| COMPLETED PROJECTS | | |
| NAME OF PROJECT | TIDWELL TIMBERS WASTE WATER TREATMENT PLANT | |
| AMOUNT | $1,136,062.95 | |
| TYPE OF WORK | INSTALLING OF 12" FORCE MAIN BY OPEN CUT/TRENCHLESS METHODS & INSTALLING 6' DIA MH 30" DEEP TIE INTO 36" GRAVITY SEWER | |
| SCHEDULE COMPLETION DATE | Dec-25 | |
| DATE COMPLETED | Dec-25 | |
| LOCATION | HOUSTON,TX | |
| GENERAL CONTRACTOR | HARPER BROTHERS CONSTRUCTION | |
| OWNER | CITY OF HOUSTON | |
| SUBCONTRACTOR | VERA INDUSTRIES | |
| REFERENCE | MARK DUTTON - 832-657-2320 | |
| COMPLETED PROJECTS | | |
| NAME OF PROJECT | | |
| AMOUNT | | |
| TYPE OF WORK | | |
| SCHEDULE COMPLETION DATE | | |
| DATE COMPLETED | | |
| LOCATION | | |
| GENERAL CONTRACTOR | | |
| OWNER | | |
| SUBCONTRACTOR | | |
| REFERENCE | | |
| COMPLETED PROJECTS | | |
| NAME OF PROJECT | | |
| AMOUNT | | |
| TYPE OF WORK | | |
| SCHEDULE COMPLETION DATE | | |
| DATE COMPLETED | | |
| LOCATION | | |
| GENERAL CONTRACTOR | | |
| OWNER | | |
| SUBCONTRACTOR | | |
| REFERENCE | | |
| COMPLETED PROJECTS | | |

**CONSTRUCTION EXPERIENCE:**

Current Experience:

Vera Industries LLC
2440 Texas Pkwy Suite 268 Missouri City, TX 77489
713-572-7108
PROJECT LIST

| | PROJECT #1 | PROJECT #2 |
|---|---|---|
| NAME OF PROJECT | WESTVIEW TERRACE DR STORM IMPORVEMENTS | EMANCIPATION AVE REHABILITATION |
| AMOUNT | $3,518,632.10 | $3,394,045.50 |
| TYPE OF WORK | INSTALLATION OF STORM SEWER, WATERLINE, SANITARY SEWER, CONCRETE/ ASPHALT STREET RECONSTRUCTION | INSTALLATION OF WATERLINE, SIDEWALK, DRIVEWAYS, TRAFFIC SIGNALS, AND ASPHALT PAVEMENT |
| SCHEDULE COMPLETION DATE | Jun-26 | 26-Oct |
| DATE COMPLETED | IN PROGRESS | IN PROGRESS |
| LOCATION | SELAY, TX | Houston, TX |
| GENERAL CONTRACTOR | VERA INDUSTRIES | VERA INDUSTRIES |
| OWNER | CITY OF SEALY | EDRA TIRZ NO 15 |
| REFERENCE | PATRICK PARSONS - CITY OF SEALY - 979-398-4008 | KYLE MACY - EHRA - 713-417-1482 |
| | JARED ENGELKE -STRAND ASSOCIATES - 979.836.7937 | |
| | PROJECT #3 | PROJECT #4 |
| NAME OF PROJECT | NRG STREET REHAB MURWORTH DR AND LANTERN POINT DR | NRG STREET REHAB KIRBY DR AND WESTRIDGE ST |
| AMOUNT | $1,396,750.00 | $1,098,508.00 |
| TYPE OF WORK | PAVEMENT RECONSTRUCTION | PAVEMENT RECONSTRUCTION |
| SCHEDULE COMPLETION DATE | Sep-26 | Sep-26 |
| DATE COMPLETED | IN PROGRESS | IN PROGRESS |
| LOCATION | HOUSTON, TX | HOUSTON, TX |
| GENERAL CONTRACTOR | VERA INDUSTRIES | VERA INDUSTRIES |
| OWNER | TIRZ 24 | TIRZ 24 |
| REFERENCE | ASHLEY SOWARDS - EHRA - 713.999.5275 | ASHLEY SOWARDS - EHRA - 713.999.5275 |
| | PROJECT #5 | PROJECT #6 |
| NAME OF PROJECT | NRG STREET REHAB FANNIN ST AND GREENBRIAR DR | Mission Bend Cabildo Square Section One Water Line Rehabilitation within Chelford City Municipal Utility District |
| AMOUNT | $773,917.50 | $1,241,131.00 |
| TYPE OF WORK | PAVEMENT RECONSTRUCTION | Waterline Rehab |
| SCHEDULE COMPLETION DATE | Sep-26 | Oct-26 |
| DATE COMPLETED | IN PROGRESS | IN PROGRESS |
| LOCATION | Houston, TX | Richmond,TX |
| GENERAL CONTRACTOR | VERA INDUSTRIES | VERA INDUSTRIES |
| OWNER | TIRZ 24 | Chelford City MUD |
| REFERENCE | ASHLEY SOWARDS - EHRA - 713.999.5275 | Arturo Garcia - 956-342-7149 |
| | PROJECT #7 | PROJECT #8 |
| NAME OF PROJECT | SH 105 | CLCWA WWTP 24" SANITARY SEWER REPLACEMENT |
| AMOUNT | $5,291,617.60 | $1,002,193.77 |
| TYPE OF WORK | INSTALLATION OF WATERLINE, SANITARY SEWER AND STORM SEWER | INSTALLING 10-24" SANITARY SEWER |
| SCHEDULE COMPLETION DATE | Dec-26 | Jun-26 |
| DATE COMPLETED | IN PROGRESS | IN PROGRESS |
| LOCATION | CONROE,TX | CLEAR LAKE, TX |
| GENERAL CONTRACTOR | JAMES CONSTRUCTION (VERA INDUSTRIES IS A SUB) | VERA INDUSTRIES |
| OWNER | TXDOT | CITY OF CLEAR LAKE WATER AUTHORITY |
| REFERENCE | BRAD PEREGORY JAMES CONSTRUCTION -405-465-9254 | ADRIAN BUSTOS - 713-821-0332 |

**CONSTRUCTION EXPERIENCE:**

Current Experience:

Vera Industries LLC
2440 Texas Pkwy Suite 268 Missouri City, TX 77489
713-572-7108
PROJECT LIST

| | | |
|---|---|---|
| NAME OF PROJECT | IH -45 FROM SHENODOAH PARK TO SH 242 | |
| AMOUNT | $3,300,000.00 | |
| TYPE OF WORK | INSTALLING 8" WATERLINE AND SANITARY, INSTALLING STORM SEWER 4X2 RCB, 6X3 RCB, 18-30" RCP, AND INTALLING 6X3 RCB BY JACK AND BORE UNDER IH 45 | |
| SCHEDULE COMPLETION DATE | Dec-26 | |
| DATE COMPLETED | IN PROGRESS | |
| LOCATION | CONROE, TX | |
| GENERAL CONTRACTOR | JAMES CONSTRUCTION | |
| OWNER | TXDOT | |
| SUBCONTRACTOR | VERA INDUSTRIES | |
| REFERENCE | MICHAEL HAAR- 832-823-8273 | |
| | | |
| NAME OF PROJECT | | |
| AMOUNT | | |
| TYPE OF WORK | | |
| SCHEDULE COMPLETION DATE | | |
| DATE COMPLETED | | |
| LOCATION | | |
| GENERAL CONTRACTOR | | |
| OWNER | | |
| REFERENCE | | |
| | | |
| NAME OF PROJECT | | |
| AMOUNT | | |
| TYPE OF WORK | | |
| SCHEDULE COMPLETION DATE | | |
| DATE COMPLETED | | |
| LOCATION | | |
| GENERAL CONTRACTOR | | |
| OWNER | | |
| REFERENCE | | |
| | | |
| NAME OF PROJECT | | |
| AMOUNT | | |
| TYPE OF WORK | | |
| SCHEDULE COMPLETION DATE | | |
| DATE COMPLETED | | |
| LOCATION | | |
| GENERAL CONTRACTOR | | |
| OWNER | | |
| REFERENCE | | |

# SECTION 3

## Telephone Conversations with References

**DATE**: 07/08/26
**PROJECT:** 288B Utility Improvements
**CONTRACTOR**: Vera Industries
**REFERENCE NAME:** Robby Saaveddra (City of Conroe)
**REFERENCE TELEPHONE NO**: 936-522-3140
**REFERENCE PROJECT**: City of Conroe CSP #2021-41 Utility Relocation South Loop 336
**ROLE:** General Contractor
**CONTRACT AMOUNT:** $1,378,185.63
**SCOPE OF WORK:** Installing 20” waterline with 36” casing and 12” sanitary with 20” casing by open cut and trenchless methods.

**QUESTIONS**

1. How did Vera Industries perform for you on previous projects? (On a scale of 1-10)

   **ANSWER: “They did really good I would say. I would give them a 10, in regard to the work and following the specs.”**

2. Were you satisfied with their performance?

   **ANSWER: “Yes.”**

3. How would you rate the quality of their work? (On a scale of 1-10)

   **ANSWER: “I would say they met the specs and details; we actually liked working with them, you can give them a 10.”**

4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)

   **ANSWER: “There work was mostly in the right of way; I guess some with the gas station but no complaints, 10.”**

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

   **ANSWER: “Nothing on their end, mostly logistically on our end.”**

6. Were they able to complete projects within the time allotted? If not, what was the reason?

   **ANSWER: “Yes.”**

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

   **ANSWER: “10.”**

8. Would you like to have them perform a job for you again?

   **ANSWER: “Yes.”**

**DATE**: 07/08/26
**PROJECT:** 288B Utility Improvements
**CONTRACTOR**: Vera Industries
**REFERENCE NAME:** Mark Dutton (City of Houston)
**REFERENCE TELEPHONE NO**: 832-657-2320
**REFERENCE PROJECT**: Tidwell Timbers Wastewater Treatment Plant
**ROLE:** Subcontractor to Harper Brothers Construction
**CONTRACT AMOUNT:** $1,136,062.95
**SCOPE OF PROJECT:** Installation of 12" force main by open cut/trenchless methods & installing 6' diameter manhole 30" deep tie into 36" gravity sewer.

**QUESTIONS**

1. How did Vera Industries perform for you on previous projects? (On a scale of 1-10)

   **ANSWER: "8."**

2. Were you satisfied with their performance?

   **ANSWER: "Yes."**

3. How would you rate the quality of their work? (On a scale of 1-10)

   **ANSWER: "8."**

4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)

   **ANSWER: "9."**

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

   **ANSWER: "Nothing out of the ordinary."**

6. Were they able to complete projects within the time allotted? If not, what was the reason?

   **ANSWER: "Yes."**

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

   **ANSWER: "9."**

8. Would you like to have them perform a job for you again?

   **ANSWER: "Yes."**

9. How responsible would you say they were to the completion of the project?

   **ANSWER: "15 -20% was their portion."**

**DATE**: 07/08/26
**PROJECT:** 288B Utility Improvements
**CONTRACTOR**: Vera Industries
**REFERENCE NAME:** Jared Engelke (Strand Associates)
**REFERENCE TELEPHONE NO**: 979-836-7937
**REFERENCE PROJECT**: Westview Terrace Dr. Storm Improvements
**ROLE:** General Contractor
**COST:** $3,518,632.10
**SCOPE OF PROJECT**: Installation of storm sewer, waterline, sanitary sewer, concrete/asphalt street construction.

**QUESTIONS**

1. How did Vera Industries perform for you on previous projects? (On a scale of 1-10)

   **ANSWER: "9."**

2. Were you satisfied with their performance?

   **ANSWER: "Yes."**

3. How would you rate the quality of their work? (On a scale of 1-10)

   **ANSWER: "Underground is probably a 10, framework is probably an 8, base for paving is probably 6."**

4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)

   **ANSWER: "Very good with them, 10."**

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

   **ANSWER: "No."**

6. Were they able to complete projects within the time allotted? If not, what was the reason?

   **ANSWER: "In progress so I can't say, some outstanding for a project but otherwise yes."**

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

   **ANSWER: "9."**

8. Would you like to have them perform a job for you again?

   **ANSWER: "Yes."**

**DATE**: 07/08/26
**PROJECT:** 288B Utility Improvements
**CONTRACTOR**: Vera Industries
**REFERENCE NAME:** Michael Harr (TxDOT)
**REFERENCE TELEPHONE NO**: 832-823-8273
**REFERENCE PROJECT**: IH – 45 From Shenandoah Park to SH242
**ROLE:** Subcontractor to James Construction
**CONTRACT AMOUNT:** $3,300,000.00
**SCOPE OF PROJECT:** Installing 8" waterline and sanitary, installing storm sewer 4'x2' RCB, 6'x3' RCB, 18-30" RCP, and installing 6'x3' RCB by Jack and Bore under IH 45.

**QUESTIONS**

2. How did Vera Industries perform for you on previous projects? (On a scale of 1-10)

   **ANSWER: "7."**

2. Were you satisfied with their performance?

   **ANSWER: "Yes."**

3. How would you rate the quality of their work? (On a scale of 1-10)

   **ANSWER: "Nothing out of the ordinary, 7."**

4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)

   **ANSWER: "That's a like, they did quite well with that, that was more the GC, 9."**

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

   **ANSWER: "Minor stuff, like trench protection needed a bit more effort but they corrected it, some earlier production issues."**

6. Were they able to complete projects within the time allotted? If not, what was the reason?

   **ANSWER: "Yes."**

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

   **ANSWER: "7."**

8. Would you like to have them perform a job for you again?

   **ANSWER: "Yes."**

9. How responsible would you say they were to the completion of the project?

   **ANSWER: N/A**

**DATE**: 07/08/26
**PROJECT:** 288B Utility Improvements
**CONTRACTOR**: Vera Industries
**REFERENCE NAME:** Donald Garcia (City of Sugarland)
**REFERENCE TELEPHONE NO**: 281-615-1811
**REFERENCE PROJECT**: Sugarcreek Waterline Rehab/Replacement
**ROLE:** General Contractor
**CONTRACT AMOUNT:** $1,785,000.00
**SCOPE OF PROJECT:** Installation of 6” – 12” waterline by trenchless method.

**QUESTIONS**

1. How did Vera Industries perform for you on previous projects? (On a scale of 1-10)
   **ANSWER: “An 8.”**

2. Were you satisfied with their performance?

   **ANSWER: “Yes, they were a sub, though they did a majority of the work.”**

3. How would you rate the quality of their work? (On a scale of 1-10)

   **ANSWER: “8.”**

4. How would you rate their ability to coordinate the work with neighboring property owners? (Scale of 1-10)

   **ANSWER: “That was a 10.”**

5. Did they have any problems with any jobs? If so, what was the nature of the problem?

   **ANSWER: “The General Contractor had the issues mostly, I don’t remember exactly who, but Vera themselves we had no issues.”**

6. Were they able to complete projects within the time allotted? If not, what was the reason?

   **ANSWER: “Yes.”**

7. How would you rate their ability to cooperate with a client? (On a scale of 1-10)

   **ANSWER: “8.”**

8. Would you like to have them perform a job for you again?

   **ANSWER: “Yes, we actually called them a couple months ago to bid for our job.”**

# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** July 28, 2026

**PREPARED BY:** Hector Renteria

**AGENDA CONTENT:** Discussion and possible action on new street bond package.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:**

**FUNDS REQUESTED:**

**FUND:**

## EXECUTIVE SUMMARY:

The City had requested HDR to prepare budgetary costs to rehabilitate eleven (11) streets throughout the City. Rehabilitation costs include pavement improvements, water line replacement, sanitary sewer rehabilitation, and storm sewer improvements. HDR has provided Opinion of Probable Construction Cost and a write-up for all eleven streets.

## RECOMMENDATION:

**City to provide a direction on how they would like to proceed.**

THE HEART OF BRAZORIA COUNTY
ANGLETON

# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** July 28, 2026

**PREPARED BY:** Susie J Hernandez, Finance Director

**AGENDA CONTENT:** Discussion and Possible Action to approve an Engagement Letter with Crowe to provide a financial audit and report on the financial statements for Fiscal year 2025-2026

**AGENDA ITEM CTION** Regular Meeting

**BUDGETED AMOUNT:** $80,730

**FUNDS REQUESTED:** $60,094 audit

**FUND:** N/A

Single Audit if necessary $5,850 base

**EXECUTIVE SUMMARY:**

Approving an Engagement Letter with Crowe will allow them to move forward with the financial audit and report on the financial statements for Fiscal year 2025-2026.

**RECOMMENDATION:**

Approve the Engagement letter with Crowe to provide a financial audit and report on the financial statements for Fiscal year 2025-2026.

**Crowe LLP**
Independent Member Crowe Global

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Houston, TX 77046
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June 3, 2026

The Honorable John Wright, Mayor
City of Angleton, Texas
121 South Velasco Street
Angleton, Texas 77515-6023

Dear Mr. Wright:

This letter agreement confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services, as more fully set forth herein (the "Services"), and the deliverables set forth herein (the "Deliverables") to City of Angleton, Texas ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any attachments or addenda thereto, are an integral part of this letter agreement and are incorporated herein by reference (collectively, the letter agreement, Crowe Engagement Terms, and any attachments or addenda are defined as the "Agreement").

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending September 30, 2026.

We will audit and report on the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Client for the period indicated.

The component units will be audited as part of the financial statements of the Client as noted below:

1. Angleton Better Living Corporation: Blended, No Separate Financial Statements
2. Tax Increment Reinvestments Zone #1: Blended, No Separate Financial Statements
3. Tax Increment Reinvestments Zone #2: Blended, No Separate Financial Statements
4. Green Trails Public Improvement District: Blended, No Separate Financial Statements
5. Riverwood Ranch Public Improvement District: Blended, No Separate Financial Statements
6. Kiber Reserve Public Improvement District: Blended, No Separate Financial Statements
7. Greystone Public Improvement District: Blended, No Separate Financial Statements
8. Austin Colony Public Improvement District: Blended, No Separate Financial Statements

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Schedule of Expenditures of Federal Awards
- Combining Statement(s) and Schedule(s)

- Budgetary Comparison Schedule(s)

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedule(s)
- Pension Schedule(s), as applicable
- OPEB Schedule(s), as applicable

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Introductory Section

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

In the event that an audit in accordance with Uniform Guidance is not necessary as a result of spending less than $1,000,000 in federal grant expenditures, the audit will be planned and performed in accordance with auditing standards generally accepted in the United States of America only.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

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

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to those charged with governance of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

*Government Auditing Standards* require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

Although some professionals assigned to the engagement may have a Juris Doctor, an L.L.M., or other law degree, Crowe and its personnel do not practice law and have not been engaged to provide any legal advice. You acknowledge and agree that neither Crowe nor any of our personnel will be asked or engaged to provide any legal advice in providing any services to you.

<u>The Client's Responsibilities</u>

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Management has the responsibility to make Crowe aware of significant contractor relationships in which the contractor is responsible for program compliance. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Monitoring independence includes monitoring affiliates and obtaining information about those entities. For the purpose of complying with applicable independence requirements, the Client agrees to provide Crowe, at least annually, a complete and accurate legal entity listing (e.g. component units included in the Client's financial statements), and a listing of other affiliated entities not included on the legal entity listing (e.g. joint ventures, jointly governed organizations, related organizations, and equity method investments). Crowe's independence may be impaired when an event occurs that impacts the Client's financial reporting entity. The financial reporting entity includes a primary government, organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's basic financial statements to be misleading or incomplete. The Client is responsible for providing Crowe timely, advance notice of events impacting the financial reporting entity so that both parties may assess the impact, if any, of such event on independence. Such notice may include timely providing Crowe notice of any changes in financial accountability amongst the primary government and current and potential component units including changes in board appointment responsibilities, financial benefit/burden relationships, or fiscal dependence. In assessing the impact of such event on independence, the parties will take appropriate action, which may require us to terminate the engagement. In addition, an impairment that extends to engagements with affiliates may require us to terminate multiple engagements, including those that may not be specific to this engagement letter.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

OTHER SERVICES

<u>Financial Statement Preparation</u>

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

<u>Preparation of the Schedule of Expenditure of Federal Awards</u>

The Client will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the Client to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

<u>Data Collection Form input services</u>

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

FEES

Our fees are outlined below.

| Description of Services | Fee Amount |
|---|---|
| Audit of the Financial Statements of City of Angleton, Texas for the year ending September 30, 2026 | $60,094 |
| Single Audit – base fee | $5,850 |
| Single Audit – per major program | $4,875 |

We will invoice you as our services are rendered. Generally, 30 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 70 percent during final fieldwork as work progresses. Accordingly, the fee will be split 30/70 between budget years.

Our invoices are due and payable upon receipt. Invoices that are not paid within thirty (30) days of receipt are subject to a monthly interest charge of one percent (1%) per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid thirty (30) days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

PROVISION FOR THREE-YEAR PROPOSAL

We have agreed to the following fees for the next subsequent year as follows:

| Description of Services | Fee Amount |
|---|---|
| Audit of the Financial Statements of City of Angleton, Texas for the years ending September 30, 2027 | $61,897 |

Because each year is a separate engagement and this three-year period does not constitute a continuous engagement, we will require execution of a new engagement letter for each subsequent year listed above. However, we agree to the fees listed above for each year unless we both agree in writing to a modification.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information

- Lack of availability of appropriate Client personnel during fieldwork.

A federal single audit is required by the OMB's Uniform Guidance when federal funds over $1,000,000 are expended. Federal single audit fees vary based on the number of major programs as defined by OMB. Accordingly, the federal single audit fee consists of a 'Federal Single Audit-Base Fee' to cover basic fixed amounts and the 'Federal Single Audit-Per Major Program Fee', which is the scalable portion dependent on the actual number of major programs. The number of major programs is established by OMB criteria. If a federal single audit is required, there will be at least one major program. Prior year federal single audit reports will help plan for the number of major programs, but they will vary from year to year based on the level of federal funding. Should you not exceed OMB's federal single audit threshold, a federal single audit will not be required. If you anticipate exceeding the federal single audit threshold, please contact us as far in advance as possible so that we can begin doing preliminary federal single audit work.

A state single audit is required when grant funds that originated from the State of Texas (this does not include federal monies passed through the State) over $1,000,000 are expended. State single audit fees vary based on the number of major programs as defined by the State of Texas Single Audit Circular. The additional technical verbiage that is necessary when a state single audit is required is not included within this engagement letter, nor does the proposed engagement fee(s) include additional fees related to a state single audit. Should you exceed the state single audit thresholds, a new engagement letter will be required.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

## MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe work product.

Crowe will provide the Services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This Agreement reflects the entire agreement between the parties relating to the services (or any reports, Deliverables or other work product) covered by this Agreement. The engagement letter and any attachments or addenda hereto (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this Agreement, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any claim, action or dispute arising out of or related in any way to this Agreement, the Services provided by Crowe or the parties' relationship generally, whether in contract, tort or otherwise, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement are acceptable to you, please sign below and return one copy of this Agreement at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

**ACCEPTANCE**

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions of this Agreement as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

| City of Angleton, Texas | Crowe LLP |
|---|---|
| | |
| Signature | Signature |
| | Stephanie Harris |
| Printed Name | Printed Name |
| | Partner |
| Title | Title |
| | July 9 , 2026 |
| Date | Date |

**Crowe Engagement Terms**

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the “Services”), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT’S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to timely provide Crowe with information requested and to make available to Crowe any personnel, systems, premises, records, data, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe’s successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed by the parties. Client agrees Crowe will have no responsibility for any delays in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is or becomes aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants (“AICPA”). Thus, if circumstances arise that, in Crowe’s professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement or this Agreement in whole or in part.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement (“Reports”), other than Client’s original information, are for Client’s internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing by the parties, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client’s use of any Crowe Work Product (as defined below) will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes publicly available other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access information on a third-party cloud-based system including, without limitation iCloud, Dropbox, Google Docs, Google Drive (collectively, “Cloud Storage”), Client shall ensure that Client or such third-party is in compliance with all applicable laws, protecting the information in the Cloud Storage from any unauthorized access, including without limitation, unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – Client may transfer information that can be linked to specific individuals who are Client’s personnel or customers ("Personal Data") if such information is necessary to provide the Services. Crowe will process Personal Data as authorized by Client and permitted by applicable law. Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the

Services, and (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law. To the extent Crowe processes Personal Data, Crowe will process such information in accordance with the Data Processing Addendum located at https://www.crowe.com/dpa.

EMAIL ENCRYPTION – Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

INTELLECTUAL PROPERTY – Any Deliverables, works, inventions, working papers, output and all other work product conceived, made or created by or on behalf of Crowe through or in connection with the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a non-exclusive license to use for its business purposes any Deliverables, including any other Work Product incorporated in such Deliverables. Crowe retains exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, enhanced or derived data, and elements thereof, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements and derivatives to any of the above (“Materials”). Crowe provides the same or similar services to other clients; therefore, Client agrees that nothing in this Agreement shall preclude Crowe from developing for itself, having developed, or developing for others, anything that is similar or competitive with the Work Product. The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client warrants that (i) Client has the authority to grant Crowe the right to use the data as set forth in this Agreement, (ii) such data was obtained or collected by Client in accordance with all applicable law, and (iii) the data does not infringe on any intellectual or privacy right of a third party. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement, (b) as otherwise agreed upon in writing, (c) to further improve or develop our products and services, including through machine learning or other similar methods, or (d) as necessary to comply with applicable law or professional standards. Client grants a limited, perpetual, non-exclusive, irrevocable right to use the data provided by Client to the extent such data becomes a part of or incorporated into any Work Product or Materials.

DATA AGGREGATION – Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will deidentify or anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United

States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fines, fees or defense costs, associated with such third party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination or expiration of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or this Agreement, after the date of this Agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT, THIS AGREEMENT, OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree upon in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party from seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

CONSENT TO JURISDICTION AND FORUM SELECTION – Subject to the section on Arbitration, the parties agree that all actions or proceedings arising from or relating to this Agreement shall be tried and litigated exclusively in the state or federal courts located in Cook County, Illinois, and each party hereby consents to personal jurisdiction in such courts. This choice of venue is intended to be mandatory and is not permissive. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar argument and any objection to venue. Each party stipulates that the state and federal courts in Chicago, Illinois, shall have personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent, unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

FOREIGN TERRORISTS ORGANIZATIONS - Pursuant to Chapter 2252, Texas Government Code, Crowe represents and certifies that, at the time of execution of this Agreement, neither Crowe nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code or Subchapter F of Chapter 2252 of the Texas Government Code or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term 'foreign terrorist organization' in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

REPRESENTATION REGARDING ISRAEL - Pursuant to Chapter 2271, Texas Government Code, Crowe represents that it does not boycott Israel and will not boycott Israel during the term of the Agreement. The term 'boycott Israel' shall have the meaning ascribed to this term in Section 808.001 of the Texas Government Code.

REQUIRED NON-APPROPRIATION CLAUSE - Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for fees due under this Agreement, Client will immediately notify Crowe in writing of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made.

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

IMMIGRATION - Crowe represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C.§ 1101 et seq.) and all subsequent immigration laws and amendments.

ENERGY COMPANY BOYCOTTS - If Crowe is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Crowe verifies that Crowe does not boycott energy companies and will not boycott energy companies during the term of the Agreement. If Crowe does not make that verification, Crowe must so indicate in its response and state why the verification is not required.

PUBLIC INFORMATION ACT - Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). In accordance with Section 2252.907 of the Texas Government Code, Crowe is required to make any information created or exchanged with the Client pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Client.

Cherry Bekaert LLP
Your Guide Forward

**Report on the Firm's System of Quality Control**

To the Partners of Crowe LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended March 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

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

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

**Peer Reviewer's Responsibility**
Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

**Required Selections and Considerations**
Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1® and SOC 2® engagements).
As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**
In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2025, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)*, or *fail*. Crowe LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Atlanta, Georgia
September 17, 2025

**cbh.com**

National Peer
Review Committee

October 16, 2025

Steven Strammello Crowe LLP
225 East Wacker Drive Ste 2600
Chicago, IL 60601

Dear Steven Strammello:

It is my pleasure to notify you that on October 16, 2025 , the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2028. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation. Sincerely,

Liz Gantnier
Chair, National PRC

+1.919.402.4502

cc: John Klisch, Jennifer Allen

Firm Number: 900010014904 Review Number: 614764

220 Leigh Farm Road, Durham, NC 27707-8110
T: +1.919.402.4502 F: +1.919.419.4713
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THE HEART OF BRAZORIA COUNTY
ANGLETON

# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** July 28, 2026

**PREPARED BY:** Susie J Hernandez, Finance Director

**AGENDA CONTENT:** Discussion and Possible Action on Approving Opening New Bank Account "Purchase Account" for the Police Department

**AGENDA ITEM SECTION:** Regular Meeting

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

**FUND:** N/A

**EXECUTIVE SUMMARY:**

A resolution by the City Council of the City of Angleton, Texas, approving the "Bank Records" for the purpose of opening a new account "Purchase Account" with the City accounts at First State Bank of Louise.

**RECOMMENDATION:**

**Approving the Bank Records for the purpose of opening a new Account "Purchase Account"**

**With the First State Bank of Louise.**

# RESOLUTION NO.

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, DIRECTING THE FINANCE DIRECTOR TO OPEN A BANK ACCOUNT FOR EACH OF THE PUBLIC IMPROVEMENT DISTRICTS CREATED BY THE CITY OF ANGLETON AT THE FIRST STATE BANK AND APPROVING AND AUTHORIZING DESIGNATED PERSONS WHO WILL ACT AS SIGNATORIES ON THE ACCOUNTS; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the official depository for City funds is First State Bank-Louise by a depository agreement executed in November 2021; and

**WHEREAS,** pursuant to its depository agreement with First State Bank-Louise, the governing body of the City shall (a) appoint, or authorize, or designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

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

**SECTION 1.** Finance Director Susie J Hernandez is instructed to open one checking account for Purchase Account at First State Bank-Louise.

**SECTION 2.** Mayor John Wright, Councilman Travis Townsend, Acting City Manager Guadalupe Valdez and City Secretary Desiree Henson are designated as signors on the accounts as indicated on the bank records or signature card or any other bank document necessary to authorize signatories, a true and correct copy of which is attached hereto as "Exhibit A" and made a part hereof for all purposes, are hereby designated, and authorized to act as signatories on these accounts, in accordance with the terms and conditions of the Depository Bank Services Agreement executed between the City and First State Bank-Louise in November 2021.

**SECTION 3**. The appointed City Secretary, Desiree Henson, is hereby authorized and directed to cause a true and correct copy of this Resolution to be served upon First State Bank-Louise, together with the executed documents, Exhibit "A" attached hereto.

**SECTION 4**. **Repeal**. All other resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

**SECTION 5**. **Effective date**. This resolution shall be effective and in full force immediately upon its adoption.

**PASSED, APPROVED, and ADOPTED on the 28TH day of July, 2026**

CITY OF ANGLETON

____________________________________
John Wright,
Mayor

ATTEST:

____________________________________
Desiree Henson, TRMC
City Secretary