



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, MARCH 12, 2024, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CEREMONIAL PRESENTATIONS

1. Presentation of employee service award.
2. Presentation of employee appreciation.

CONSENT AGENDA

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

3. Discussion and possible action to award Bid No. 2023-10 BG Peck Soccer Complex LED Solar Parking Lot Lighting to Spark Lighting and authorize the City Manager to execute the agreement.
4. Discussion and possible action to approve the budget schedule for Fiscal Year 2024-2025.

5. Discussion and possible action to approve an Interlocal Agreement with Brazoria County for the Fiscal Year 2024 Road Project to overlay asphalt streets.

REGULAR AGENDA

6. Discussion and possible action on the traffic, construction, and drainage issues on Piney Way Street.
7. Discussion and possible action to approve Resolution No. 20240312-007 expressing support for the Brazosport Water Supply Corporation Reservoir Project; and containing other provisions relating to the subject.
8. Discussion and possible action on the approval of the Reimbursement Agreement as revised for the Riverwood Ranch North Public Improvement District.
9. Discussion and update regarding Request for Qualification (RFQ) 2024-01 Henderson Road and Drainage Project.
10. Discussion and possible action on projects to be included in the 2024 Certificates of Obligation.
11. Discussion and possible action to approve Ordinance No. 20240312-011; an ordinance by the City Council of the City of Angleton, Texas, authorizing the issuance and sale of the City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024, levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.

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:

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

OPEN SESSION

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

ADJOURNMENT

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with attorney; Section 551.072 - deliberation regarding real property; Section 551.073 - deliberation

regarding prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - deliberation regarding security devices or security audit; Section 551.087 - deliberation regarding economic development negotiations; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, March 8, 2024, by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Michelle Perez
Michelle Perez, TRMC
City Secretary

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: March 12, 2024
PREPARED BY: Colleen Martin, Director of Human Resources and Risk Management
AGENDA CONTENT: Presentation of employee service award.
AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

Presentation of employee service award to Jaci Malovets for five years of dedicated service to the City of Angleton.

RECOMMENDATION:

Presentation of Service Award.



AGENDA ITEM SUMMARY FORM

MEETING DATE: March 12, 2024

PREPARED BY: Colleen Martin, Director of Human Resources and Risk Management

AGENDA CONTENT: Presentation of employee appreciation.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

Presentation of employee appreciation to John Deptuch for his diligent work on the City Hall Annex lease space project.

RECOMMENDATION:

Presentation of award.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 3/12/2024

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action to approve the bid from Spark Lighting for BG Peck Soccer Complex LED solar parking lot lighting and installation and authorize the City Manager to execute the agreement.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$84,000

FUNDS REQUESTED: \$0

FUND: 97-550-315 & 40-506-520

EXECUTIVE SUMMARY:

In 2023, staff was directed to collect quotes for solar light structures and installation costs for parking lot lighting within BG Peck Soccer Complex to improve safety and lighting at the complex in the most economical way. An estimate of probable costs for 12 solar LED lights including above-ground concrete posts and installation was \$86,400.

The Parks & Recreation Department was allocated ARPA funds for park lighting improvements. A total of \$52,924 is remaining in the ARPA allocation. An additional \$33,476 was allocated by Angleton Better Living Corporation to fund the BG Peck Soccer Complex LED solar parking lot lighting project.

The city was obligated to publish a request for bids because of the anticipated cost of the project. The request for bids was published on December 20 and December 27, 2023. Three bids were received by the due date of Thursday, January 4, 2024, at 2:00 PM. Spark Lighting was the lowest bidder at \$84,000 and provided a bid bond.

The request for bids, bid tabulation, and service agreement with Spark Lighting documents are enclosed in your agenda packet.

RECOMMENDATION:

Staff recommends the City Council approve the bid from Spark Lighting for BG Peck Soccer Complex LED solar parking lot lighting and installation and authorize the City Manager to execute the agreement.

RECOMMENDED MOTION:

I move we approve the bid from Spark Lighting for BG Peck Soccer Complex LED solar parking lot lighting and installation and authorize the City Manager to execute the agreement.



BID OPENING

DATE: Jan 4, 2024

TIME: 2:00 P.M.

BID TITLE: Bid No. 2023-10 BG Peck Soccer Complex Solar LED Parking Lot Lighting

	<u>COMPANY/ADDRESS</u>	<u>BID BOND</u>	<u>BID RECEIVED</u>	<u>BID AMOUNT</u>
1.	Spark Lighting 9135 Spring Branch #202 Houston, TX 77080	Y	01-03-2023 3:40 P.M.	\$84,000
2.	Facility Solutions Group 4401 Westgate Blvd Ste 310 Austin, TX 78745	Ck	01-04-2024 11:32 A.M.	\$126,653/\$153,136
3.	National LED 6807 Portwest Dr. Houston, TX 77024	N	01-04-2024 12:13 P.M.	\$76,800

CSO & Departmental Representatives:
Michelle Perez, City Secretary's Office

THIS BID TABULATION RECEIVED BY THE CITY OF ANGLETON IS FOR INFORMATIONAL PURPOSES ONLY. STAFF WILL REVIEW AND ANALYZE THE BIDS FOR ACCURACY, CHECK REFERENCES AS APPROPRIATE, AND MAKE A RECOMMENDATION FOR COUNCIL DECISION.



REQUEST FOR BIDS

BID NO. 2023-10

**BG PECK SOCCER COMPLEX
SOLAR LED PARKING LOT LIGHTS**

**Request For Bid
BID NO. 2023-10 BG PECK SOCCER COMPLEX
SOLAR LED PARKING LOT LIGHTING**

Invitation

The City of Angleton is seeking sealed bids from qualified contractors for the installation of Solar LED Parking Lot Lighting at the BG Peck Soccer Complex located at 709 Kelly Blvd., Angleton, Texas. The City of Angleton will accept sealed bids until **2:00 p.m. on Thursday January 4, 2024**, at the following address:

**City of Angleton
Attention: City Secretary's Office
121 S. Velasco Street
Angleton, TX 77515**

SUBMISSION

All sealed bids should include all documents as required. The bids shall be submitted in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the bidder in a contract, and marked clearly on the outside as outlined below. Submit one copy and one electronic version (thumb drive preferred).

Submission of bids:

The bid packet may be viewed electronically via <https://angleton.tx.us/343/Public-Notices>
Mail/hand deliver to:

**Office of the City Secretary
121 S Velasco St.
Angleton, Texas 77515
Bid No. 2023-10 BG Peck Soccer Complex Solar LED Parking Lot Lighting
Closing: 2:00 P.M., Thursday January 4, 2024 (CST)**

Label Envelope: "**BID NO. 2023-10: BG Peck Soccer Complex Solar LED Parking Lot Lighting**"

CLOSING

ALL BIDS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE THE SUBMITTAL CLOSING DATE AND TIME – NO EXCEPTIONS.

LATE SUBMISSIONS

Bids received in the City Secretary's Office after submission deadline will be unopened, will not be returned, and will be considered void and unacceptable. The City of Angleton is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in City Secretary Office shall be the official time of receipt. The City of Angleton reserves the right to reject any and all bids and to waive any informality in the bids received.

QUESTIONS

Any questions, Technical or Non-Technical pertaining to this bid must be submitted to Stewart Crouch, scrouch@angleton.tx.us. The deadline to ask questions is **Thursday, December 28, 2024, at 12:00 noon (CST)**. Please reference bid name and page number. Non-compliance with this provision may result in rejection of the bid. Responses to questions will be posted on <https://angleton.tx.us/343/Public-Notices> as an addendum prior to the submission deadline. Any material information given to one proposer concerning

a bid will be furnished by an addendum to all proposers who have been issued the Request for Bid.

BACKGROUND

This is a contract with the City of Angleton to supply, deliver, develop an engineered layout, mount, and install solar LED lights at BG Peck Soccer Complex, located at **709 Kelly Boulevard, Angleton, TX 77515**, in the northern parking lot to adequately light the designated area and provide final as-built engineered drawings. Solar LED lights must meet specifications outlined in the Scope of Work. All work is to be completed in accordance with the specifications in the Request for Bid (RFB). The contractor is responsible for all pricing and all other arrangements with subcontractors as required. The contractor will be required to provide a solar LED lighting layout depicting adequate light coverage in the initial bid. The contractor must have reliable equipment to complete the work specified. The contractor may be required to procure permit licenses, which are to be issued by the City; however, permit fee expenses will be waived. This contract shall commence upon approval by the City Council. The City will have the right to seek the services of alternate vendors under the conditions that the contractor is not able to perform the work specified.

SCOPE OF WORK

The lowest possible bidder will be selected for installing solar LED lights at BG Peck Soccer Complex in the northern parking lot.

1) GENERAL NOTES SPECIFICATIONS

- a. The contractor shall verify the locations of existing underground utilities prior to commencing construction and shall report discrepancies to the engineer immediately (if applicable).
- b. The contractor shall protect all existing facilities, property, and underground utilities, and shall repair any damage to the satisfaction of the facility or property owner at no additional cost (if applicable).
- c. The contractor shall notify the "Lonestar/Texas811 Utility Locating Service" (telephone no. 811) 48 hours before starting any construction activities (if applicable).
- d. The contractor shall be fully responsible for any damage to the existing public or private utility lines, including but not limited to water lines, wastewater collection systems, and storm sewers, during construction. All damage shall be repaired to the satisfaction of and at no extra cost to the owner (if applicable).
- e. The contractor shall prepare a set of "as-built" drawings showing the final layout of the solar LED lights and light coverage.
- f. All materials for the proposed solar LED light supply and installation shall be new products direct from the factory and free from defects.
- g. The contractor is responsible for maintaining a secure and safe project site 24 hours a day, 7 days a week.
- h. The contractor shall report daily progress to the designated city appointed Project Manager.
- i. The contractor shall complete the project within two weeks, unless both parties agree to an extension.
- j. The contractor is responsible for ensuring subcontractors hired meet the same requirements as the contractor outlined in the General Specifications and Acknowledgement section of this document.
- k. The contractor is responsible for ensuring the project is complete within one (1) month after receipt of materials.

2) SOLAR LED LIGHT SPECIFICATIONS

- a. SYSTEM PERFORMANCE: LED, solar panel, and battery storage sealed within integrated unit. 5 days battery backup with proven reliability in tropical, desert, beach front and flood prone locations.
- b. CERTIFICATIONS: Lighting for roads and public spaces – Pedestrian area.
- c. DIMMING OPTIONS: Programmable ON / OFF settings, light dimming settings from 5%-100% with additional program to schedule ON time before dawn.
- d. LED: High quality LEDs producing all night-mode which increases output for 30 seconds when motion triggered. Linear or round lens options available.
- e. SOLAR PANEL: Tempered glass N-mono-crystalline military grade solar panel with class leading efficiency (+24%). Edgeless design reduces dust and bird fouling build up.
- f. BATTERY & CHARGING: Charging system measures temperature and optimizes charge to increase battery life.
- g. WEATHER RESISTANCE: Fully sealed IP-65 water resistant construction. Stainless steel components with a durable marine grade powder coat which is ideal for salty or corrosive environments.

3) LIGHTING LAYOUT

- a. The contractor shall provide the services of a Lighting Specialist/Engineer, from the Manufacturer, for site review, design and layout based on site conditions, determined fixture count and method of control.
- b. The contractor shall have a specialist/engineer determine optimal fixture locations, layout, spacing, flow and a network connectivity strategy depicting adequate light coverage in the bid.
- c. The contractor will provide photometrics with footcandle readings. Footcandles must meet industry standards for parking lots with low to medium activity.
- d. The contractor will provide pole specification that meets all windstorm requirements.
- e. The contractor will provide specifications on concrete pole pedestals. Pedestals minimum 16" round, 24" above grade to protect against vehicles.

4) PROTECTION & SAFETY

- a. The contractor will be responsible for securing the area where work is taking place on city property as well as coordination of all work so as not to create any undue interruptions of the normal operation of the area. It is the responsibility of the contractor to ensure that the work site is properly protected at all times. All work sites must be marked and barriered adequately with construction signs posted to secure and isolate the work site from the public or other personnel that have access to the area.
- b. All necessary personal protective equipment must be worn at all times and MSDS sheets must be available on site as required.

5) EQUIPMENT

- a. The contractor shall be responsible for the shipping of all materials. The loading and unloading of all supplies and other accessories shall in accordance with the manufacturers' recommended practices and shall be at all times performed with care to avoid damage to the material. It shall be the contractor's responsibility to examine such material at the point of delivery and to reject all defective material. The defected material must be replaced with sound material.
- b. The contractor shall be responsible for the storage of material and equipment in a safe and workman like manner to prevent injuries during and after working hours until project completion. There shall be no payment made to the contractor for storing the material.

- c. The contractor is responsible for providing all required equipment to supply and install LED lights at BG Peck Soccer Complex parking lot. The contractor is permitted to secure a subcontractor if needed.
- d. Equipment should be in good operating condition, so as they do not leak or drip liquids of any kind. Any spills must be communicated to the City of Angleton, Department of Parks & Recreation.
- e. Equipment shall have up-to-date Texas State inspection stickers and appropriate registration.

6) SITE RESTORATION

- a. The contractor will be responsible for repairing any damage to the site or other damage that might be caused during the execution of this contract.
- b. Site cleanup shall take place at the end of each day and at the completion of the project. All materials and debris generated during the job, shall be removed from the work areas. This includes the parking lots, sidewalks, driveways and any other areas affected by the work. No track-out or dirt or mud will be left on city or private streets.
- c. Waste materials including construction debris and excess material shall become the property of the contractor and shall be removed from the project site and disposed of property by the contractor.

BID CONTENT REQUIREMENTS

Bids must include the following:

- A. **Cover Letter:** Include a cover letter expressing the Respondent's interest and understanding of the request for bids. The letter should name all the persons authorized to make representations for the bid and be signed by an authorized representative.
- B. Type of organization (i.e.) individual, partnership, corporation, etc.
- C. **Firm Background:** Describe your firm including ownership structure, service area, the volume of projects, length of time in the industry, financial stability, and availability to the project location.
- D. List the qualifications of key personnel who would be assigned to this project including relative experience, degrees, certifications, and professional affiliations.
- E. Briefly propose a general work plan to complete the services for the City of Angleton, BG Peck Sports Complex Solar LED parking lot lights project relative to the scope of work as outlined in this Request for Bid.
- F. List of sub-contractors along with license numbers connected with the project.
- H. **Conflict of Interest:** Provide a statement of any potential conflicts the bidder and/or key staff may have regarding providing these services to the City of Angleton. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal. No employee of the City of Angleton or member of its governing body shall have any pecuniary interest, direct or indirect, in the resulting Contract or the proceeds thereof. Please be advised that in accordance with the State of Texas Local Government Code Chapter 176, bidder must submit Form CIQ with the Request for Bid submission **Appendix D.**
- I. Certificate of Interested Parties: **Appendix E.**
- J. Statement of Qualifications: **Appendix A**
- K. W-9: **Appendix B.**
- L. Texas Public Information Act: **Appendix C.**
- M. References: **Appendix F**

- N. Insurance Requirements: **Appendix G**
 O. Bond Requirements: **Appendix H**

REQUIREMENTS

A. All bids shall be reviewed and evaluated by the City of Angleton staff to determine which bid best represents the lowest responsible bid for this project. The contract shall be awarded to the lowest responsible bidder.

BID SUBMITTAL PROCESS

A. The submission of a bid shall be an indication that the bidder has investigated and satisfied itself as to the conditions to be encountered, the character, quality and scope of work to be performed, and the requirements of the City of Angleton.

B. All bids received by the City of Angleton will be considered a "Public Record" as defined in the Texas Government Code Section 552 and shall be open to public inspection, after the opening of the sealed bids except to the extent the bidder designates trade secrets or other proprietary material to be confidential. Any documentation which the bidder believes to be a trade secret must be provided to the City of Angleton in a separate envelope and must be clearly marked as a trade secret. The City of Angleton will endeavor to restrict distribution of material and analysis of the bids. The bidder's qualification package, and any other supporting materials submitted to the City of Angleton in response to the RFB, will not be returned and will become the property of the City of Angleton.

C. Addenda to the specifications shall be considered part of the contract documents. The bidders shall acknowledge receipt of addenda. Oral and other interpretations or clarifications will be without legal effect.

In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the City of Angleton must complete Form 1295 - "Certificate of Interested Parties" - and must provide a signed and notarized printed copy of the form and a separate certification of filing

SELECTION PROCESS AND CRITERIA

This is a COMPETITIVE SEALED BID procurement and as such, the contract will be awarded to the lowest responsible bidder pursuant to Texas Local Government Code 252.043. An award will not necessarily be made to the bidder submitting the lowest priced proposal. Award will be made to the bidder submitting the lowest responsible bid satisfying the City of Angleton's requirements for the BG Peck Soccer Complex Solar LED Parking Lot Lighting, as determined by the City of Angleton, including consideration of price and other factors.

The City of Angleton may, at its discretion, request presentations by or meetings with any or all bidders to clarify the bid specifications. However, the City of Angleton reserves the right to make an award without further discussion of the bids submitted. Therefore, bids should be submitted on the most favorable terms, from both technical and price standpoints, that the bidder can submit. The City of Angleton contemplates award of the Contract to the lowest responsible bidder.

Upon final selection, the Contract will be processed by the City of Angleton to award the contract at a

city council meeting.

CONDITIONS TO AWARD

A. The City of Angleton reserves the right to delay the selection process, withdraw and reissue the Request for Bid, or cancel this procurement.

B. This request for bid does not commit the City of Angleton to pay any costs in the preparation or presentation of a submittal.

TIMELINE

Start time to begin fulfilling the requirements of the proposal shall be after the Contract is signed.

Appendix A
Statement of Qualifications

DATE SUBMITTED _____

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

1. Name of Firm _____

2. Permanent main office address _____

3. If a corporation, where incorporated _____

4. How many years have you been engaged in the electrical service business? Under what firm or trade names and how long under each? _____

5. Contracts on hand:

6. Are you licensed as Contractor in the State of Texas? Yes__ No__ If "Yes", please provide Contractor numbers?

7. General character of work performed by your firm _____

8. Has your firm ever failed to complete any work awarded to you? Yes____ No__ If "Yes", where, and why? _____

9. Has your firm ever defaulted on a contract? Yes____ No__ If "Yes", where, and why?

10. List 5 projects of similar size and scope:

Firm Name	Contract Value	Location	Contact Information
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1. _____

2. _____

3. _____

4. _____

5. _____

11. Are any lawsuits pending against you or your firm at this time?
Yes___No_____If "Yes", PROVIDE DETAILS.

12. Have any charges been filed against you or your firm or the bidding entity with the Texas Office of Contract Compliance, the Equal Opportunity Commission, the State of Texas Civil Rights Commission, or any other similarly constituted entity charges by any state or local government with the enforcement of anti- discrimination legislation or regulations?
Yes___No___If "Yes", PROVIDE DETAILS

13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Associations in verification of the recitals comprising this Statement of Qualifications.

DATED AT _____, this ___ day of, 20__.

(Name of Bidder)

By _____
(Signature)

Title _____

Appendix B

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 - I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Appendix C

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bid, data, and information submitted to the City of Angleton are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission. On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages(such as the certification forms and RFB sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked. Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and:

- The bid/RFB submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.
- The bid/RFB submitted **contains confidential information**, which is labeled, and which may be found on the following pages _____ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Firm Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>		

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

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

...

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Appendix E

CERTIFICATE OF INTERESTED PARTIES:

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and, as it applies to contracts entered on or after January 1, 2016. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

Interested party means: (1) a person who has a controlling interest in the business with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with the governmental entity or state agency, including a broker, adviser, attorney, or intermediary for the business entity.

Controlling interest means (1) ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

You must fill out this form electronically, Form 1295, on the Texas Ethics Commission website (www.ethics.state.tx.us/File), whether you have an interested party claim or not. Then print, sign, and file with your proposal. **There are exemptions to electronic filing. Please read the information provided on the Texas Ethics Commission website.**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)
			<input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right; margin-right: 100px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			

Appendix F

REFERENCES

Please provide information from three (3) references

1. Agency/Company:

Contact Name:

Contact Phone:

Project description

Project start and end dates

2. Agency/Company:

Contact Name:

Contact Phone:

Project description

Project start and end dates

3. Agency/Company:

Contact Name:

Contact Phone:

Project description

Project start and end dates

Appendix G

Insurance Requirements

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Owner in the minimum amounts outlined below:

- i. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- ii. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
 1. XCU Coverage,
 2. Contractual Liability Coverage,
 3. Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
 4. (X), © and (U) exclusions shall be removed.
- iii. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired, and non-owned vehicles of Contractor or Contractor's employees, agents, representatives, or subcontractors.
- iv. Contractor shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that Contractor considers necessary. Contractor will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$500,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. City of Angleton accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- v. All insurance policies required by this Section 7 shall contain a clause waiving any right of subrogation against City of Angleton. Insurance policies under (b), and (c), shall include City of Angleton as an additional insured.
- vi. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - (1) City of Angleton shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - (2) All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - (3) A waiver of subrogation in favor of City of Angleton shall be contained in the Workers Compensation and all liability policies.

- (4) All insurance policies shall be endorsed to require the insurer to immediately notify City of Angleton of any material change in the insurance coverage.
- (5) All insurance policies shall be endorsed to the effect that City of Angleton will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
- (6) All insurance policies, which name City of Angleton as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (7) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (8) Contractor may maintain reasonable and customary deductibles, subject to approval by City of Angleton.
- (9) Insurance must be purchased from insurers that are financially acceptable to City of Angleton.

All insurance must be written on forms filed with and approved by the Texas Department of insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Angleton.
- c. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

Appendix H Bond Requirements

BID BOND: Each bid shall be accompanied by a security deposit (Bid Bond) of no less than 10% of the value of the bid.

The security deposit (bid bond) will be returned to the contractor selected after that contractor delivers to the City the required performance and payment bonds

After a bid has been accepted, all bid bonds shall be returned to the other bidders.

PERFORMANCE BONDS AND PAYMENT BONDS: The contractor whose bid is accepted by the City shall provide Performance and Payment Bonds in the full amount of the contract.

**AGREEMENT FOR INSTALLING SOLAR LED PARKING LOT LIGHTS
AT BG PECK SOCCER COMPLEX**

This Agreement (Agreement), dated effective _____ (Effective Date), is entered into by and between the City of Angleton, Texas ("City"), a municipal corporation, and Spark Lighting, LLC (Contractor). City and Contractor agree as follows:

1. **SERVICES**. Contractor will perform the scope of services (Services) as described in the January 4, 2024 Spark Lighting proposal attached and incorporated as Exhibit "A" contractor will install solar lighting at BG Peck Soccer Complex to the satisfaction of the City.
2. **TERM**. The term (Term) of this Agreement will begin on March _____, 2024 and will expire within (8 months) or 224 days, unless both parties agree to an extension or sooner terminated.
3. **FEES; PAYMENT**. The total amount of payment by City to Contractor is \$84,000.00 eighty-four thousand and 00/100 Dollars. The City is exempt from Texas Sales & Use Tax on goods and services in accordance with §151.309, Tax Code, and Title 34 Texas Administrative Code §3.322, and is not required to provide a tax exemption certificate to establish its tax exempt status. Subject to and in accordance with Chapter 2251, Government Code, all fees will be paid within thirty days of receiving the Contractor's invoice. The invoice shall include the period of service, itemize services provided, and determined amount.
4. **RELATIONSHIP OF THE PARTIES**. Contractor is an independent contractor and is not an employee, partner, joint venturer, or agent of the City. Contractor will not bind nor attempt to bind the City of Angleton to any agreement.
5. **WARRANTIES AND REPRESENTATIONS**.
 - 5.1. Compliance with Laws and Policy. Contractor will comply with (a) all applicable federal, and state laws and City of Angleton ordinances (Applicable Laws. Neither Contractor, nor anyone acting for a firm, corporation or institution represented by Contractor, has (1) violated the antitrust laws of the State of Texas (ref. Chapter 15, Business and Commerce Code), or federal antitrust laws, or (2) communicated directly or indirectly the content of Contractor's response to any City procurement solicitation to any competitor or other person engaged in a similar line of business during the procurement process for this Agreement.
 - 5.2. Performance. Contractor warrants that it will perform the Services in a good and workmanlike manner and in accordance with commercially reasonable standards of Contractor's profession or business.
 - 5.3. Legal Name. Contractor represents and agrees that this Agreement reflects Contractor's full and correct legal name.

5.4. Ethics Matters; No Financial Interest. Contractor and its officers, employees, agents, representatives and permitted subcontractors (Contractor Parties) have read and understand the City's Conflicts of Interest policy. Contractor represents and warrants that no city employee or city public official has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

6. **WORK MATERIAL.** All drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, and other deliverables or materials prepared or produced by Contractor Parties in connection with the Services (Work Material), whether or not accepted or rejected by the City, are the property of the City and for the City's exclusive use and re-use at any time without further compensation and without any restriction.

Contractor grants and assigns to the City of Angleton all rights in and claims to the Work Material and will cooperate with the City in obtaining or enforcing the City's rights and claims. Contractor will not use the Work Material except as expressly authorized by this Agreement. Contractor will not apply for any copyright, patent or other property right related to the Work Material.

7. **Public Information.** The City adheres to Applicable Laws (including opinions of the Texas Attorney General) related to disclosure of public information under Texas Public Information Act (TPIA). In accordance with §552.002 of TPIA and §2252.907, Government Code, at no additional charge to the City, Contractor will make any information created or exchanged with the City pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by the City that is accessible by the public.
8. **TRANSFER PROHIBITED.** Contractor's interest in this Agreement may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without the express written consent of the City of Angleton.
9. **INSURANCE.** CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT CITY DOES NOT MAINTAIN AND WILL NOT OBTAIN INSURANCE OF ANY TYPE TO PROTECT CONTRACTOR AGAINST ANY LOSS, DAMAGE OR INJURY THAT MAY IN ANY WAY RESULT FROM CONTRACTOR'S PERFORMANCE OF THE SERVICES. CONTRACTOR HEREBY RELEASES CITY FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR COSTS RELATING TO THE PERFORMANCE OF THE SERVICES, CITY'S USE OF THE WORK MATERIAL, THE CITY'S RELIANCE ON THE SERVICES. CONTRACTOR AGREES IT SHALL PROVIDE TO THE CITY ALL CERTIFICATES OF INSURANCE REQUIRED NAMING THE CITY AS AN ADDITIONAL INSURED; INCLUDING COMPREHENSIVE GENERAL LIABILITY COVERAGE, WORKER'S COMPENSATION ACCORDING TO STATUTORY LIMITS OR EMPLOYER'S LIABILITY, AUTO COVERAGE AND ANY OTHER INSURANCE REQUIRED BY CITY.

- 10. **INDEMNITY.** CONTRACTOR WILL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, EMPLOYEES, DIRECTORS, REPRESENTATIVES AND AGENTS, FROM AND AGAINST ALL LIABILITIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS (LEGAL OR EQUITABLE), AND COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING CLAIMS), OF ANY KIND OR NATURE, ARISING FROM CONTRACTOR'S PERFORMANCE OF THE SERVICES THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION, OR WILLFUL MISCONDUCT, OF CONTRACTOR OR ANY CONTRACTOR PARTIES FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY.

- 11. **FORCE MAJEURE.** Neither party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control.

- 12. **TERMINATION.** CITY may terminate this Agreement with or without cause upon five (5) days prior written notice to Contractor. City will pay Contractor for Services satisfactorily performed through the date of termination. Notwithstanding any provision to the contrary, the City will not pay Contractor Fees or reimburse Travel Expenses incurred after the date Contractor is given notice that Contractor could have avoided or mitigated.

- 13. **NOTICES.** Any notices, consents, approvals or other communications required under this Agreement will be in writing, and sent via certified mail, hand delivery, overnight courier, fax or email. Notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, fax or email, when received:

City: City of Angleton, Texas
121 Velasco
Angleton, Texas 77515
City Manager, Chris Whittaker
Telephone: 979-849-4364 ext. 2112
Email: cwhittaker@angleton.tx.us

Contractor: Andrew DeBarbieris
Spark Lighting, LLC
9135 Spring Branch Dr., Suite 202
Houston, Texas 77080
Telephone: 832-413-2551
Email: andrew@sparklighting.com

or other person or address given in writing by either party in accordance with this Section.

14. **ENTIRE AGREEMENT; EXTERNAL TERMS; AMENDMENT.** This Agreement (including exhibits and schedules which are attached and incorporated for all purposes) states the entire agreement and understanding between the parties, supersedes all prior agreements, written or oral, between the parties with respect to the subject matter of this Agreement, and prevails over and replaces all other agreements including any other terms displayed in any format that the City and the Parties may have exchanged or discussed, concerning Contractor's performance of the Services (External Terms). Prior agreements and External Terms are null and void and will have no effect, regardless of whether the Parties agreed to the prior agreements or External Terms. This Agreement is binding on the parties, their successors and assigns, and may not be amended except by writing signed by authorized representatives of both parties.

15. **ADDITIONAL PROVISIONS**

15.1. **Venue; Governing Law.** Brazoria County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

15.2. **DISPUTE RESOLUTION.** To the extent applicable by law, any controversy or claim arising out of or relating to this Agreement or the Agreement documents or any breach thereof shall be settled by mediation as agreed to by the parties in Brazoria County, Texas.

16. **CHANGES IN THE WORK** CUSTOMER MAY REQUEST CHANGES IN WORK CONSISTING OF ADDITIONS, DELETIONS OR MODIFICATIONS, WHEREBY, THE CONTRACT PRICE, CONTRACT TIME AND/OR PERFORMANCE GUARANTEE SHALL BE ADJUSTED ACCORDINGLY. SUCH CHANGES IN THE WORK SHALL BE AUTHORIZED BY WRITTEN CHANGE ORDER THAT SHALL BE MUTUALLY AGREED TO AND SIGNED BY CUSTOMER AND CONTRACTOR.

17. **PAYMENTS AND COMPLETION**

17.1. Payments shall be made as provided in Article 3 of the Contract.

17.2. Payments may be withheld on account of (1) Defective Work not remedied or (2) repeated failure to carry out the Work in accordance with the Contract Documents.

17.3. Upon Substantial Completion of the Work or any portion of the Work, Contractor

will issue City a Substantial Completion Letter for the applicable Work. For the purposes of this Agreement, Substantial Completion means the stage where the progress of the Work or designated portion is completed following the Scope of Work such that the City can utilize the Work for its intended purpose.

- 18. **PROTECTION OF PERSONS AND PROPERTY** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby, (2) the Work and materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. Contractor agrees to perform the work and travel on city streets as directed in the manner directed by City and in compliance with all State laws and City Ordinances. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss.
- 19. **Severability**. Any provision of this Agreement, which is invalid or unenforceable in any jurisdiction, shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

Andrew DeBarbieris

 Andrew DeBarbieris, Spark Lighting, LLC

2-23-2024

 Date

 Chris Whittaker, City of Angleton City Manager

 Date

EXHIBIT "A"

SCOPE OF SERVICES

BACKGROUND

This is a contract with the City of Angleton for the installation of solar LED parking lot lights at BG Peck Soccer Complex.

SCOPE OF WORK

See attached Spark Lighting Proposal for BG Peck Soccer Complex 709 Kelly Blvd - solar LED parking lot lights Installation dated January 4, 2024.



Spark Lighting (TECL: 32741)
9135 Spring Branch Dr., Suite 202
Houston, TX 77080
832-413-2551

A Spark Lighting solution for



BID NO 2023-10
BG Peck Soccer Complex
Solar LED Parking Lot Lights

Stewart Crouch
scrouch@angleton.tx.us
Version Three

January 4, 2024



Process No. 090-25, for
Energy-Saving Lighting Products

Proposal prepared by:
Jeremy Wendt
832-301-1722
jeremy@sparklighting.com

Angleton Recreation Center
LED Lighting Improvements

January 4, 2024
Spark Lighting, LLC

Page 1 of 21
CONFIDENTIAL DOCUMENT

Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12137, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov



AGENDA ITEM SUMMARY FORM

MEETING DATE: 3/12/2024

PREPARED BY: Phill Conner

AGENDA CONTENT: Discussion and possible action to approve the budget schedule for Fiscal Year 2024-25

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The Finance Department has prepared the proposed schedule for the FY 2024-25 Budget process. We are seeking the Council's comments and approval of the proposed schedule.

RECOMMENDATION:

Staff recommends the Council approve the proposed FY 2024-25 Budget Schedule.

FY 2024-2025 PROPOSED BUDGET SCHEDULE

- April 23 Council Meeting- Review Schedule/ Budget Directions at Council Meeting.
- April 29 Budget Kick-Off memo sent out to Departments regarding the budget process. Finance Department will provide Departments with general information on how the budget process will proceed for FY 2024 - 25.
- May 24 Department heads submit budgets. All budget requests must be submitted to the Director of Finance by COB (Close of Business).
- End of May Preliminary Values Received from the Appraisal District.
- June 1 Director of Finance presents draft budget to City Manager. Director of Finance briefs the City Manager on departments’ requests in comparison to revenues and provides the City Manager with a draft budget for review.
- June 4 - 6 City Manager / Finance Director meet with each Department to review budget and priorities. Times & Dates TBD

Michelle Perez	Lupe Valdez	Jason Crews	Martha Eighme
Colleen Martin	Megan Mainer	Jason Hubbell	Chloe Campbell
Hector Renteria	Otis Spriggs	Neal Morton	Jamie Praslicka
Phill Conner			
- June 28 City Manager submits copies of the proposed budget to the City Secretary for distribution to all interested persons.
- July 1 City Council receives draft budget for review. The City Charter requires the City Manager, between 60 and 90 days prior (July 1-August 1) to the beginning of each fiscal year, or as soon as practicable after all necessary information is obtained from the county appraisal and taxing authorities to present council a proposed budget.
- July 19 Strategic Planning meeting with City Council
- July 27 First Budget Workshop with City Council.
Chris Whittaker / Phill Conner – General Overview, Revenues, Tax Rate, Personnel & Benefits. Utility Billing as part of Water.
Hector Renteria – Public Works, Water, Sewer, and Plant Operations.
Megan Mainer – Parks Department, ABLC, Angleton Recreation Center, Keep Angleton Beautiful (KAB) Events, Street / Park ROW, Angleton Recreation Division.
Neal Morton – Fire Department, Angleton Emergency Services District #3
Lupe Valdez – Police Department, Animal Services, Police Donations, Animal Control Donations, Police Drug Confiscation.
Lucille Maes – Angleton Area Emergency Medical Corp.

- End of July Certified values received from Appraisal District.
- August 6 Council Meeting – Second Budget Workshop with City Council.
 Otis Spriggs – Development Services Department
 Martha Eighme – Economic Development, Community Events, Hotel/Motel, Downtown Revitalization.
 Michelle Perez – City Secretary, City Council, Municipal Court, Municipal Court Technology, Municipal Court Security, Child Safety
 Colleen Martin – HR Department
 Jamie Praslicksa – Emergency Management
 Department Jason Crews – IT Department
 Phill Conner – Grant Administration Current and Future Projects
 Chris Whittaker – Administration, Capital Projects Fund
 Phill Conner – Finance Department, Debt Service, Capital Expense Revolving, Capital Replacement funds, Unemployment fund, City Employee fund, TIRZ No. 1 & 2, Tax.
- August 13 Council Meeting – Third and Final Budget Workshop with City Council.
 Follow-up on any outstanding items and revisit departments, as necessary.
 Discuss tax rate. Take a record vote to propose a tax rate. Governing body must schedule and announce date, time, and location of public hearing on tax rate.
- August 18 The notice must appear at least five days before the meeting or public hearing. In addition, the governing body of a taxing unit may not hold a public hearing on a tax rate or hold a meeting to adopt a tax rate until the 5th day after the Appraisal District has complied with Texas Property Tax Code Section 26.05(d-1).
- August 22 Council Meeting. Must announce time and location that tax rate will be approved.
- September 10 Council Meeting – Public hearing on the budget. Public hearing on tax rate. Council considers adopting the Budget and Tax Rate. Take a record vote to adopt a tax rate. City Secretary files copy of the budget with Brazoria County Clerk. Finance Department sends a copy of the approved budget to each department.
 Martha Uploads Adopted Budget to City Website.



AGENDA ITEM SUMMARY FORM

MEETING DATE: March 12th, 2024
PREPARED BY: Hector Renteria
AGENDA CONTENT: Overlays Interlocal Agreement
AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$300,000.00 **FUNDS REQUESTED:**
FUND: General Fund

EXECUTIVE SUMMARY: The City of Angleton enters an interlocal agreement with Brazoria County annually to overlay asphalt streets. Public Works staff compiled a list of streets in need of milling and overlay. These will be included in an interlocal agreement with Brazoria County for FY 24. This list was approved by the council on February 27th, 2024.

RECOMMENDATION: Staff is looking for council approval of entering this interlocal agreement with Brazoria County.

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF ANGLETON
IS24-0016

This Agreement is made between BRAZORIA COUNTY and the CITY OF ANGLETON hereinafter referred to as the COUNTY and CITY respectively.

RECITALS

WHEREAS, the CITY wishes to repair all roads as listed on Exhibit “A”; and

WHEREAS, the CITY has requested the COUNTY’S assistance to providing labor and equipment to repair all roads as listed on Exhibit “A”; and

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

- 1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to repair all roads listed on Exhibit “A”.

- 1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed \$10,000.00, the CITY shall pay, from the point in time that COUNTY’S costs equal the sum \$10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of \$10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY’s costs equaled the sum of \$10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.

- 1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.
- 1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.
- 1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.
- 1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.
- 1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the Mayor or City Manager acting pursuant to authorizations of its City Council.
- 1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.
- 1.09 Nothing herein shall be constructed to create any rights in third parties.
- 1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

By: _____
 CITY OF ANGLETON
 MAYOR

By: _____
 BRAZORIA COUNTY
 COUNTY JUDGE

Date signed: _____

Date signed: _____


**City of Angleton
Interlocal Agreement Project Request Summary FY-24**

STREET/LOCATION	LIMITS (TO – FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	FOR OFFICE USE ONLY
W Wilkins	274-Anchor Road – Loop 274	3,484	20	1.5" Mill/Overlay	
S Walker	Bryan St – City Limit	2,904	20	1.5" Mill/Overlay	
W Cedar	N Parrish – N Walker – N Columbia	2,164	20	1.5" Mill/Overlay	
Marshall	W Live Oak – W Live Oak	1,742	20	1.5" Mill/Overlay	
W Locust	N Parrish – North Walker	780	20	1.5" Mill/Overlay	

Note: Must have Mayoral approval

Return to: County Engineer's Office
Engineer-interlocals@brazoriacountytx.gov

Exhibit 'A'


 Approved By: Mayor
 3/2/24
 Date



AGENDA ITEM SUMMARY FORM

MEETING DATE: 03/12/24

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Discussion and possible action on the traffic, construction, and drainage issues on Pineyway Street.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Discuss the traffic, construction, and drainage issues on Pineyway Street.

RECOMMENDATION:

EnterTextHere



AGENDA ITEM SUMMARY FORM

MEETING DATE: 03/12/24

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Discussion and possible action to approve Resolution No. 20240312-007 Expressing support for the Brazosport Water Supply Corporation Reservoir Project; and containing other provisions relating to the subject.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

BWA will give an update on the Brazosport Water Supply Corporation Reservoir and the Resolution supporting the project.

RECOMMENDATION:

Approve Resolution

RESOLUTION NO. 2024032-007

RESOLUTION EXPRESSING SUPPORT FOR THE BRAZOSPORT WATER SUPPLY CORPORATION RESERVOIR PROJECT; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF ANGLETON §

WHEREAS, the Brazosport Water Authority (the “Authority”) was created by 1985 Tex. Laws, Reg. Sess., Ch. 449 at 3063, as amended, under the authority of Article XIV, Section 59 of the Texas Constitution, and the boundaries of the Authority have not been in any way changed or altered since the enactment of Chapter 449, Acts of the 69th Legislature of Texas, Regular Session, 1985. The Authority has entered into a take-or-pay water supply contract (the “Contract”), dated February 20, 1987, with seven member cities of the Authority (each a “Member City”), including the City of Angleton (the “City”), under the terms of which the Member Cities are collectively obligated to make payments to the Authority sufficient to pay Operating Costs (as defined in the Contract), and such Contract remains in full force and effect;

WHEREAS, the Brazosport Water Supply Corporation (the “Corporation”) is a public instrumentality and water supply corporation created pursuant to the provisions of Chapter 67, Texas Water Code (the “Act”), for the benefit of the Authority, in cooperation with The Dow Chemical Company (“Dow”);

WHEREAS, the Corporation is a duly constituted authority and instrumentality of the Authority within the meaning of those terms in the Regulations of the Department of the Treasury and the rulings of the Internal Revenue Service (the “IRS”) prescribed and promulgated pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, the Corporation is authorized by the Act to issue bonds and notes for any project or improvement authorized by the Act and is authorized to act on behalf of the Authority under its bylaws;

WHEREAS, the Corporation, the Authority, and Dow are located in Brazoria County, Texas and the Authority and Dow currently utilize the Harris Reservoir with a storage capacity of 10,000-acre feet of surface water primarily drawn from the Brazos River;

WHEREAS, given the uncertain flow of the Brazos River and the growing population of Brazoria County, the Authority and Dow face increasing need for the storage of water to accommodate any inconsistencies of water available from river flow;

WHEREAS, the Authority and Dow determined that it is in each of their best interest to develop additional storage capacity through a 51,000 acre-foot reservoir to be constructed adjacent to the existing Harris Reservoir in Brazoria County, Texas, a 150,000 gallons per minute pumping station, and ancillary assets to provide water to the Authority and Dow, including necessary land and work product purchases, together with such extensions, enlargements and modifications as

may be required in the future or as may be necessary to comply with any regulatory requirements, and to act in such other purposes in connection with the foregoing as may be authorized under the Corporation's bylaws and the Act (the "BWSC Reservoir Project");

WHEREAS, the BWSC Reservoir Project will, with the Authority and Dow as its customers, serve Brazoria County and southern Fort Bend County, including the City and the Cities of Brazoria, Clute, Freeport, Lake Jackson, Oyster Creek, Richwood, and Rosenberg, two Texas Department of Criminal Justice prison units, and the industrial base of Brazoria County;

WHEREAS, Brazoria County and Fort Bend Counties are among the counties with the fastest growing populations in Texas and the BWSC Reservoir Project will, through the Authority and Dow, provide the requisite water for new residential and commercial customers;

WHEREAS, the BWSC Reservoir Project will enhance and stabilize the Texas economy because it will provide significantly increased water security for the petrochemical industry of southern Brazoria County;

WHEREAS, as documented by the Authority, the BWSC Reservoir Project is part of the Texas Water Development Board's (the "TWDB") 2022 State Water Plan and will relieve water storage pressure in the Brazos River basin during drought periods by providing increased storage capacity near the Gulf of Mexico and relieving the peak demand on current reservoirs upstream in Central and North Texas;

WHEREAS, the Corporation has filed an application for financial assistance under the Texas Water Development Fund ("DFund") in an amount not to exceed \$2,500,000.00 and has filed an abridged application under the State Water Implementation Fund for Texas ("SWIFT") with the TWDB in an amount not to exceed \$750,000,000.00, for financial assistance to finance the costs of the BWSC Reservoir Project for up to five years;

WHEREAS, the City acknowledges that although the Authority will not issue Bonds (as defined in the Contract) for the BWSC Reservoir Project, the Authority will pay fees for water storage, which will be included among the Authority's Operating Costs (as defined in the Contract) and accounted for in the City's annual water rate from the Authority;

WHEREAS, the City acknowledges that partnering with Dow in the BWSC Reservoir Project will save the City approximately \$35,700,000 as compared to pursuing a reservoir project with the Authority alone; and

WHEREAS, as a Member City, the City desires to express support for the BWSC Reservoir Project and finds the BWSC Reservoir Project to be necessary, feasible, and desirable to the City.

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

1. The recitals to this Resolution are hereby approved and incorporated herein for all purposes, including the defined terms contained therein.

2. The City hereby expresses its support for the BWSC Reservoir Project, including the Corporation’s applications for DFund and SWIFT with TWDB, and finds the financing and construction of the BWSC Reservoir Project in the best interest of the City.

3. The City hereby authorizes the Mayor or his designee to take all actions and do all other things, as may be necessary, desirable, or appropriate to carry out or assist in carrying out the purposes of this Resolution.

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

PASSED AND APPROVED on this 12th day of March 2024.

CITY OF ANGLETON, TEXAS

John Wright,
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: March 12, 2024

PREPARED BY: Phillip Conner, Finance Director

AGENDA CONTENT: Discussion and possible action on the approval of the Reimbursement Agreement as revised for the Riverwood Ranch North Public Improvement District.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

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

On February 13, 2023, City Council discussed and considered the reimbursement agreement and unanimously agreed to table the matter until such time the hardscaped items are clarified.

City and the Developer desire to enter into the attached Riverwood Ranch North Public Improvement District Reimbursement Agreement to reflect the reimbursement due to the Developer for the costs of the Public Improvement Projects pursuant to the approved SAP and to express the City's intent to reimburse the Developer for certain costs of the Public Improvement Projects.

RECOMMENDATION:

Staff recommends approval of the Riverwood Ranch North Public Improvement District Reimbursement Agreement between the City of Angleton, Texas and the developer, subject to final approval by the City Attorney.

**RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT**

This Riverwood Ranch North Public Improvement District Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the City of Angleton, Texas (the “City”) and Riverwood Ranch, LLC a Texas limited liability company, (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective as of _____, 2024 (the “Effective Date”).

RECITALS

WHEREAS, on October 24, 2023, the City Council passed and approved a resolution creating the Riverwood Ranch North Public Improvement District (the “District”) covering approximately 35.608 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Public Improvements”) as provided by Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is currently being developed and the City intends to levy special assessments against property in the District (the “Assessed Property”) to pay the costs of certain public improvements (the “Public Improvements”) that confer a special benefit on the Assessed Property within the District; and

WHEREAS, the Developer has begun construction certain the Public Improvements within the District (the “Public Improvement Projects”) within the District and the City intends to approve an ordinance (the “Assessment Ordinance”) levying assessments on the Assessed Property (the “Assessments”) and to approve a service and assessment plan for the District which sets forth the Assessments against all property within the District (the “Service and Assessment Plan” or “SAP”); and

WHEREAS, the City and the Developer desire to enter into this Reimbursement Agreement (the “Reimbursement Agreement”) to reflect the reimbursement due to the Developer for the costs of the Public Improvement Projects pursuant to the approved SAP and to express the City’s intent to reimburse the Developer for certain costs of the Public Improvement Projects; and

WHEREAS, all revenue received and collected by the City from the collection of the Assessments and Annual Installments (excluding Delinquent Collection Costs and Annual Collection Costs) (the “Assessment Revenue”) shall be deposited first for the payment of debt service on Bonds to be issued by the City (the “Future Bonds”) and second, into an assessment fund, that is segregated from all other funds of the City (the “Reimbursement Fund”); and

WHEREAS, the Assessment Revenue deposited into the Reimbursement Fund shall be used to reimburse Developer and its assigns for the cost of the Public Improvement Projects advanced in a principal amount to be set forth in the SAP, plus interest as set forth herein; and

WHEREAS, the obligations of the City to use the Assessments hereunder is authorized by the PID Act; and

WHEREAS, terms not otherwise defined in this Reimbursement Agreement shall have the meanings assigned in the Service and Assessment Plan;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. The City intends to levy Assessments to finance the cost of the Public Improvement Projects and to reimburse the Developer for the costs of such Public Improvement Projects incurred by Developer prior to the levy and/or to pay directly the costs of the Public Improvement Projects.
3. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the SAP, the City agrees to pay the Developer and the Developer shall be entitled to receive from the City, the amount equal to the actual costs of the Public Improvement Projects paid by the Developer as set forth in the SAP, in accordance with the terms of this Reimbursement Agreement, in a principal amount not to exceed the amount hereafter set forth in the SAP (the “Reimbursement Obligation”), plus interest accrued, as provided in Section 2(a) below. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the “Reimbursement Fund”. The Reimbursement Obligation is payable from Assessment Revenue to be deposited in the Reimbursement Fund as described below and in accordance with the Development Agreement and the SAP:
 - a. The Reimbursement Obligation is payable solely from: (i) Assessment Revenue received and collected by the City from Assessments deposited an account within the Reimbursement Fund after the payment of debt service on Future Bonds(ii) the net proceeds (after funding reserve funds, payment of costs of issuance, including the costs paid or incurred by the City and City Administrative Expenses) of one or more series of Future Bonds issued by the City to fund all or

a portion of the Reimbursement Obligation in accordance with the terms of the Development Agreement and the SAP and secured by the Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Assessment Revenue shall be received, collected and deposited into the applicable account of the Reimbursement Fund subject to the following limitations:

- i. Calculation of the Assessments in the District and the first Annual Installment due, shall begin as shall be provided in the SAP.
 - ii. Assessments collected for the Reimbursement Obligation listed above shall accrue simple interest annually at the rate set forth in the SAP, such rate to be in compliance with Subsections 372.023(e)(1) and (e)(2) of the PID Act. Such interest shall accrue upon levy of the Assessments only for the portion of the Assessment that is not allocated to outstanding Future Bonds. If accrued, interest shall begin and continue on the unpaid principal amount of the Assessments as set forth in the SAP until the earlier of (i) the expiration of the term set forth in the SAP, or (ii) the issuance of Future Bonds to fund a portion of the Reimbursement Obligation, as reduced by annual payments made pursuant to (iv) below.
 - iii. Assessment Revenue dedicated to the payment of all or a portion of the Reimbursement Obligation and interest thereon, shall be deposited into the Reimbursement Fund after the payment of debt service on the outstanding Future Bonds.
 - iv. The Developer shall receive the Unpaid Balance in annual installments as set forth in the SAP and herein from the applicable account of the Reimbursement Fund, for the time period set forth in the SAP or until Future Bonds are issued to fund such Reimbursement Obligation, and as allowed under Section 2(a) above.
4. The Reimbursement Obligation, as set forth in the SAP, plus the interest as described above, if accruing, are collectively, the “Unpaid Balance.” The Unpaid Balance is secured by and payable solely from Assessment Revenue received and collected for such purpose and deposited into the Reimbursement Fund subject to Section 3(a)(iv), and Section 5 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the term of this Agreement, as set forth herein. Payment of Assessment Revenue from the applicable account of the Reimbursement Fund after the payment of debt service on outstanding Future Bonds, shall be made annually to the Developer subject to the term of this Reimbursement Agreement as set forth in Section 22. The outstanding Unpaid Balance and the Reimbursement Obligation shall be reduced by the amount of each

annual payment to the Developer from the applicable account of the Reimbursement Fund or Future Bond proceeds paid to Developer.

5. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Assessment Revenue received, collected and deposited into the Reimbursement Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenue or does not receive an amount in excess of the annual debt service due on the outstanding Future Bonds, and, as a result, is unable to make transfers from the Reimbursement Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Event of Default (both defined below) by the City under this Reimbursement Agreement.

6. Future Bonds may be issued to fund/reimburse the cost of completed Public Improvement Projects as set forth in the SAP. ~~If Assessments are levied concurrently with the issuance of Future Bonds, such Future Bond proceeds shall reimburse or pay directly the costs of the Public Improvement Projects, as set forth in an indenture.~~ If Future Bonds are issued to fund all or a portion of the Reimbursement Obligation after the levy of the Assessments, the net proceeds of such Future Bonds shall be used to pay the outstanding Reimbursement Obligation, as reduced by payments made pursuant to Section 3 herein, due to the Developer under this Reimbursement Agreement for the costs of the Public Improvement Projects as set forth in the SAP. However, no Future Bonds shall be issued ~~unless the funds necessary to complete the~~until all Public Improvement Projects ~~are deposited with the net proceeds of the applicable series of Future Bonds on the closing date of such Future Bonds, or alternately, the Developer has expended funds (verified by the City) for construction of the Public Improvement Projects to be financed with the Future Bonds in an amount that is greater than the deposit that would have otherwise been required at the time such Future Bonds are issued~~assessed for pursuant to the SAP and all amenities approved by the City for the development within which the District is located, have been completed and ownership has transferred. This Reimbursement Agreement shall terminate on the earlier of (i) the issuance of Future Bonds in the aggregate to fund the entire Reimbursement Obligation as reduced by payments made pursuant to Section 3 herein, (ii) the reimbursement of Public Improvement Project costs as set forth in the SAP, (ii) the expiration of the Assessments as set forth in the SAP, ~~or~~ ~~(iii)iv~~ termination of this Agreement pursuant to an Event of Default or termination event herein or under ~~the Development~~any prior agreement with the Developer relating to the

District or the land therein, or (v) the Public Improvements and any required amenities for the development within which the District is located, have not been constructed and ownership transferred within one year of the date of this Reimbursement Agreement.

Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the costs of the Public Improvement Projects in the amounts set forth in the SAP. The Developer represents and warrants that it will not request payment with respect to any portion of the Public Improvement Project that is not part of the Public Improvement Projects identified in the SAP and it will follow all procedures set forth in the Development Agreement with respect to certification for payments, including for payments of the Unpaid Balance from the Reimbursement Fund.

7. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer's written notice of the Transfer is received by the City, including for each Transferee the information required by Section 11 below. The Developer may not transfer its obligation to construct the Public Improvement under any prior agreement with the City regarding the District or its land without the City's consent. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two parties, nor shall it be required to execute any consent or make any representations or covenants relating to such assignment.
8. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Reimbursement Fund and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.

- 9. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Public Improvement Projects. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City’s or Developer’s rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
- 10. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Harris County, Texas.
- 11. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows:
 - (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or
 - (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City: City Manager
 121 S. Velasco
 Angleton, TX 77515

With a copy to: Attn: Judith El Masri, City Attorney
 Randle Law Office Ltd, L.L.P
 820 Gessner, Suite 1570
 Memorial City Plaza II
 Houston, TX 77024

To the Developer: Attn: Michael Foley
 Riverwood Ranch LLC
 1027 Yale Street
 Houston, Texas 77008

With a copy to: Attn: John G. Cannon
 Coats | Rose, P.C.
 9 Greenway Plaza, Suite 1000

Houston, Texas 77046

12. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Assessments contrary to the provisions of the PID Act.
13. Remedies:
 - a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute an “Event of Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party cures such default within 90 days. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer.
 - b. Notwithstanding the foregoing, the following are Events of Default under this Agreement:
 - i. The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement.
 - ii. Either Party shall fail to comply in any material respect with any term, provision or covenant of this Reimbursement Agreement, and shall not cure such failure within ninety (90) days after written notice thereof is given by to the defaulting Party as provided in this Agreement;

- iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;
 - iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
 - v. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;
 - vi. The failure by Developer or any affiliate to pay impositions, and Assessments on property owned by the Developer and/or any affiliates within the PID, if such failure is not cured within thirty (30) days after notice thereof is given by the City to the Developer as provided in this Reimbursement Agreement;
 - vii. A Developer event of default under the any agreement with the City regarding the District or its land which continues beyond its cure period;
 - viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder; or
 - ix. The City shall fail to pay any monetary sum due pursuant to this Agreement provided that Developer has adequately submitted documentation of the costs of the Public Improvement Projects to the City for reimbursement.
- c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement
- d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Agreement. The City shall not terminate this Reimbursement Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Reimbursement Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Reimbursement Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City

may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

- e. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.
 - f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
14. The Developer shall assume the defense of, and indemnify and hold harmless the City's inspector, the City employees, officials, officers, representative and agents of the City and each of them (each an "Indemnified Party") from and against, all actions, damages, claims, loses or expense of every type and description to which they may be subject or put, by reason of, or resulting from the breach of any provisions of this Reimbursement Agreement by the Developer, the Developer's nonpayment under contracts between the Developer and its consultants, engineers, advisors, contractors, subcontractors and suppliers in the provision of the Public Improvement Projects constructed by Developer, or any claims by persons employed by the Developer relating to the construction of such projects. Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense directly attributable to the willful misconduct or gross negligence of any Indemnified Party. The City does not waive its defenses and immunities, whether governmental, sovereign, official or otherwise and nothing in this Reimbursement Agreement is intended to or shall confer any right or interest in any person not a party hereto.
15. To the extent there is a conflict between this Reimbursement Agreement and an indenture securing the Future Bonds issued to fund the Reimbursement Obligation or the SAP, the indenture securing such Future Bond sor the SAP shall control as the provisions relate to the Assessments.
16. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.

17. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
18. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
19. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
20. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
21. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
22. The term of this Reimbursement Agreement is the earlier of (i) the expiration of the Assessments as set forth in the SAP, (ii) the date the Unpaid Balance is paid in full in accordance herewith, (iii) the issuance of one or more series of Future Bonds to fund, in the aggregate, all of the Reimbursement Obligation, as reduced by payments made pursuant to Section 3 herein, or (iv) termination pursuant to an Event of Default under this Agreement or under the Development Agreement, whichever occurs first. If a series

of Future Bonds does not fully fund the Reimbursement Obligation as set forth in the Service and Assessment Plan, the remaining amount of the Reimbursement Obligation remains outstanding and subject to annual payments and/or payment from an additional series of Future Bonds. If the Developer Defaults under this Reimbursement Agreement or the Development Agreement, the Development Agreement shall not terminate with respect to the costs of the Public Improvement Projects that have been previously been approved by the City pursuant to a Certification for Payment (as defined in the Development Agreement) prior to the date of Default.

23. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Reimbursement Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time. For purposes of this Reimbursement Agreement, “Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Reimbursement Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics that result in a governmental action that stops or delays construction or halts, impedes or delays the operations of the City; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not caused by, voluntarily induced or promoted by the affected Party (including the submission of incomplete or erroneous information to the City), or brought about by the breach of its obligations under this Reimbursement Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) changes in market condition; (v) any strike or labor dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or nationwide strikes or labor disputes; or (w) the occurrence of any manpower, material or equipment shortages.

24. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
25. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.
26. Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/flo-list.pdf>.

or

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity than controls, is controlled by, or is under common control with the Developer and exists to make a profit.

27. Petroleum. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise

taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 27 shall survive termination of the Agreement until the statute of limitations has run.

28. Firearms. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association: (a) means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (b) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), ammunition (i.e., a loaded cartridge case, primer, bullet, or

propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual); (ii) has two or more firearm entities as members; and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16.27 shall survive termination of the Agreement until the statute of limitations has run.

29. Anti-Boycott. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 29 shall survive termination of the Agreement until the statute of limitations has run.
30. Form 1295. The Developer will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of the Developer's Form 1295, the City agrees to acknowledge the Developer's Form 1295 through its electronic filing application. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, the City is not responsible for the information contained in the Developer's Form 1295 and the City has not verified such information.
31. Make-Whole Provision.
- a. If in any calendar year the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance or proposed issuance of PID Bonds, the Developer shall pay to the City a fee (the “PID Bond Fee”) to compensate the City for the interest savings the City would have achieved had the debt issued by

the City been qualified tax-exempt obligations. Prior to issuance of any PID Bonds, the City's financial advisor shall calculate the PID Bond Fee based on the issued and planned debt issuances for the City and shall notify the Developer of the total amount of the PID Bond Fee prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. If the City has not forgone the ability to issue a series of obligations as qualified tax exempt obligations, the PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer. The City shall not be required to sell any series of PID Bonds until the Developer has paid the estimated PID Bond Fee.

- b. If the City is planning to issue debt obligations as qualified tax exempt obligations prior to the issuance of PID Bonds in any calendar year, the City may (but is not obligated to) notify the Developer that it is planning to issue qualified tax-exempt obligations that may limit the amount of debt that the City can issue in a calendar year. In connection with the delivery of such notice, the City's financial advisor shall provide a calculation of the interest savings that the City would achieve by issuing the obligations the City plans to issue in the year as qualified tax-exempt obligations as opposed to non-qualified tax exempt obligations. If following the receipt of such notice the Developer asks the City to forego designating the obligations as qualified tax exempt obligations in order to preserve capacity for PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. Upon receipt of the PID Bond Fee, the City agrees not to designate the obligations planned for issuance as qualified tax exempt obligations. Such payment is compensation to the City for choosing to forego the designation of obligations as qualified tax exempt obligations, and the PID Bond Fee may be used for any lawful purpose of the City.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

corporation,

RIVERWOOD RANCH, LLC
a Texas limited liability company

By: RPDC, Inc. a Texas

It's manager

By: _____
John Santasiero, President

ATTEST:

CITY OF ANGLETON

City Secretary

Mayor

[DEVELOPER SIGNATURE BLOCK]

By: _____

Name: _____

Title: _____

Summary report:	
Litera Compare for Word 11.6.0.100 Document comparison done on 2/22/2024 10:49:01 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://bracewell.cloudimanager.com/IM/10259118/4	
Modified DMS: iw://bracewell.cloudimanager.com/IM/10259118/5	
Changes:	
Add	14
Delete	13
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	27

**RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT**

This Riverwood Ranch North Public Improvement District Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the City of Angleton, Texas (the “City”) and Riverwood Ranch, LLC a Texas limited liability company, (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective as of _____, 2024 (the “Effective Date”).

RECITALS

WHEREAS, on October 24, 2023, the City Council passed and approved a resolution creating the Riverwood Ranch North Public Improvement District (the “District”) covering approximately 35.608 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Public Improvements”) as provided by Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is currently being developed and the City intends to levy special assessments against property in the District (the “Assessed Property”) to pay the costs of certain public improvements (the “Public Improvements”) that confer a special benefit on the Assessed Property within the District; and

WHEREAS, the Developer has begun construction certain the Public Improvements within the District (the “Public Improvement Projects”) within the District and the City intends to approve an ordinance (the “Assessment Ordinance”) levying assessments on the Assessed Property (the “Assessments”) and to approve a service and assessment plan for the District which sets forth the Assessments against all property within the District (the “Service and Assessment Plan” or “SAP”); and

WHEREAS, the City and the Developer desire to enter into this Reimbursement Agreement (the “Reimbursement Agreement”) to reflect the reimbursement due to the Developer for the costs of the Public Improvement Projects pursuant to the approved SAP and to express the City’s intent to reimburse the Developer for certain costs of the Public Improvement Projects; and

WHEREAS, all revenue received and collected by the City from the collection of the Assessments and Annual Installments (excluding Delinquent Collection Costs and Annual Collection Costs) (the “Assessment Revenue”) shall be deposited first for the payment of debt service on Bonds to be issued by the City (the “Future Bonds”) and second, into an assessment fund, that is segregated from all other funds of the City (the “Reimbursement Fund”); and

WHEREAS, the Assessment Revenue deposited into the Reimbursement Fund shall be used to reimburse Developer and its assigns for the cost of the Public Improvement Projects advanced in a principal amount to be set forth in the SAP, plus interest as set forth herein; and

WHEREAS, the obligations of the City to use the Assessments hereunder is authorized by the PID Act; and

WHEREAS, terms not otherwise defined in this Reimbursement Agreement shall have the meanings assigned in the Service and Assessment Plan;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. The City intends to levy Assessments to finance the cost of the Public Improvement Projects and to reimburse the Developer for the costs of such Public Improvement Projects incurred by Developer prior to the levy and/or to pay directly the costs of the Public Improvement Projects.
3. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the SAP, the City agrees to pay the Developer and the Developer shall be entitled to receive from the City, the amount equal to the actual costs of the Public Improvement Projects paid by the Developer as set forth in the SAP, in accordance with the terms of this Reimbursement Agreement, in a principal amount not to exceed the amount hereafter set forth in the SAP (the “Reimbursement Obligation”), plus interest accrued, as provided in Section 2(a) below. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the “Reimbursement Fund”. The Reimbursement Obligation is payable from Assessment Revenue to be deposited in the Reimbursement Fund as described below and in accordance with the Development Agreement and the SAP:
 - a. The Reimbursement Obligation is payable solely from: (i) Assessment Revenue received and collected by the City from Assessments deposited an account within the Reimbursement Fund after the payment of debt service on Future Bonds(ii) the net proceeds (after funding reserve funds, payment of costs of issuance, including the costs paid or incurred by the City and City Administrative Expenses) of one or more series of Future Bonds issued by the City to fund all or a portion of the Reimbursement Obligation in accordance with the terms of the Development

Agreement and the SAP and secured by the Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Assessment Revenue shall be received, collected and deposited into the applicable account of the Reimbursement Fund subject to the following limitations:

- i. Calculation of the Assessments in the District and the first Annual Installment due, shall begin as shall be provided in the SAP.
 - ii. Assessments collected for the Reimbursement Obligation listed above shall accrue simple interest annually at the rate set forth in the SAP, such rate to be in compliance with Subsections 372.023(e)(1) and (e)(2) of the PID Act. Such interest shall accrue upon levy of the Assessments only for the portion of the Assessment that is not allocated to outstanding Future Bonds. If accrued, interest shall begin and continue on the unpaid principal amount of the Assessments as set forth in the SAP until the earlier of (i) the expiration of the term set forth in the SAP, or (ii) the issuance of Future Bonds to fund a portion of the Reimbursement Obligation, as reduced by annual payments made pursuant to (iv) below.
 - iii. Assessment Revenue dedicated to the payment of all or a portion of the Reimbursement Obligation and interest thereon, shall be deposited into the Reimbursement Fund after the payment of debt service on the outstanding Future Bonds.
 - iv. The Developer shall receive the Unpaid Balance in annual installments as set forth in the SAP and herein from the applicable account of the Reimbursement Fund, for the time period set forth in the SAP or until Future Bonds are issued to fund such Reimbursement Obligation, and as allowed under Section 2(a) above.
4. The Reimbursement Obligation, as set forth in the SAP, plus the interest as described above, if accruing, are collectively, the “Unpaid Balance.” The Unpaid Balance is secured by and payable solely from Assessment Revenue received and collected for such purpose and deposited into the Reimbursement Fund subject to Section 3(a)(iv), and Section 5 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the term of this Agreement, as set forth herein. Payment of Assessment Revenue from the applicable account of the Reimbursement Fund after the payment of debt service on outstanding Future Bonds, shall be made annually to the Developer subject to the term of this Reimbursement Agreement as set forth in Section 22. The outstanding Unpaid Balance and the Reimbursement Obligation shall be reduced by the amount of each annual payment to the Developer from the applicable account of the Reimbursement Fund or Future Bond proceeds paid to Developer.

5. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Assessment Revenue received, collected and deposited into the Reimbursement Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenue or does not receive an amount in excess of the annual debt service due on the outstanding Future Bonds, and, as a result, is unable to make transfers from the Reimbursement Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Event of Default (both defined below) by the City under this Reimbursement Agreement.

6. Future Bonds may be issued to reimburse the cost of completed Public Improvement Projects as set forth in the SAP. If Future Bonds are issued to fund all or a portion of the Reimbursement Obligation after the levy of the Assessments, the net proceeds of such Future Bonds shall be used to pay the outstanding Reimbursement Obligation, as reduced by payments made pursuant to Section 3 herein, due to the Developer under this Reimbursement Agreement for the costs of the Public Improvement Projects as set forth in the SAP. However, no Future Bonds shall be issued until all Public Improvement Projects assessed for pursuant to the SAP and all amenities approved by the City for the development within which the District is located, have been completed and ownership has transferred. This Reimbursement Agreement shall terminate on the earlier of (i) the issuance of Future Bonds in the aggregate to fund the entire Reimbursement Obligation as reduced by payments made pursuant to Section 3 herein, (ii) the reimbursement of Public Improvement Project costs as set forth in the SAP, (iii) the expiration of the Assessments as set forth in the SAP, (iv) termination of this Agreement pursuant to an Event of Default or termination event herein or under any prior agreement with the Developer relating to the District or the land therein, or (v) the Public Improvements and any required amenities for the development within which the District is located, have not been constructed and ownership transferred within one year of the date of this Reimbursement Agreement. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the costs of the Public Improvement Projects in the amounts set forth in the SAP. The Developer represents and warrants that it will not request payment with respect to any portion of the Public Improvement Project that is not part of the Public Improvement Projects identified in the SAP and it will follow all procedures set forth in the Development Agreement with respect to certification for payments, including for payments of the Unpaid Balance from the Reimbursement Fund.

7. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer's written notice of the Transfer is received by the City, including for each Transferee the information required by Section 11 below. The Developer may not transfer its obligation to construct the Public Improvement under any prior agreement with the City regarding the District or its land without the City's consent. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two parties, nor shall it be required to execute any consent or make any representations or covenants relating to such assignment.
8. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Reimbursement Fund and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
9. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Public Improvement Projects. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
10. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the

validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Harris County, Texas.

11. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City: City Manager
121 S. Velasco
Angleton, TX 77515

With a copy to: Attn: Judith El Masri, City Attorney
Randle Law Office Ltd, L.L.P
820 Gessner, Suite 1570
Memorial City Plaza II
Houston, TX 77024

To the Developer: Attn: Michael Foley
Riverwood Ranch LLC
1027 Yale Street
Houston, Texas 77008

With a copy to: Attn: John G. Cannon
Coats | Rose, P.C.
9 Greenway Plaza, Suite 1000
Houston, Texas 77046

12. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Assessments contrary to the provisions of the PID Act.

13. Remedies:

- a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute an "Event of Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable

detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party cures such default within 90 days. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer.

- b. Notwithstanding the foregoing, the following are Events of Default under this Agreement:
- i. The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement.
 - ii. Either Party shall fail to comply in any material respect with any term, provision or covenant of this Reimbursement Agreement, and shall not cure such failure within ninety (90) days after written notice thereof is given by to the defaulting Party as provided in this Agreement;
 - iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;
 - iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
 - v. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;
 - vi. The failure by Developer or any affiliate to pay impositions, and Assessments on property owned by the Developer and/or any affiliates within the PID, if such failure is not cured within thirty (30) days after notice thereof is given by the City to the Developer as provided in this Reimbursement Agreement;

- vii. A Developer event of default under the any agreement with the City regarding the District or its land which continues beyond its cure period;
 - viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder; or
 - ix. The City shall fail to pay any monetary sum due pursuant to this Agreement provided that Developer has adequately submitted documentation of the costs of the Public Improvement Projects to the City for reimbursement.
- c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement
 - d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Agreement. The City shall not terminate this Reimbursement Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Reimbursement Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Reimbursement Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.
 - e. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.
 - f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
14. The Developer shall assume the defense of, and indemnify and hold harmless the City's inspector, the City employees, officials, officers, representative and agents of the City and each of them (each an "Indemnified Party") from and against, all actions, damages, claims, loses or expense of every type and description to which they may be subject or put, by reason of, or resulting from the breach of any provisions of this Reimbursement Agreement

by the Developer, the Developer's nonpayment under contracts between the Developer and its consultants, engineers, advisors, contractors, subcontractors and suppliers in the provision of the Public Improvement Projects constructed by Developer, or any claims by persons employed by the Developer relating to the construction of such projects. Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense directly attributable to the willful misconduct or gross negligence of any Indemnified Party. The City does not waive its defenses and immunities, whether governmental, sovereign, official or otherwise and nothing in this Reimbursement Agreement is intended to or shall confer any right or interest in any person not a party hereto.

15. To the extent there is a conflict between this Reimbursement Agreement and an indenture securing the Future Bonds issued to fund the Reimbursement Obligation or the SAP, the indenture securing such Future Bond or the SAP shall control as the provisions relate to the Assessments.
16. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
17. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
18. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
19. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and

agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

20. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
21. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
22. The term of this Reimbursement Agreement is the earlier of (i) the expiration of the Assessments as set forth in the SAP, (ii) the date the Unpaid Balance is paid in full in accordance herewith, (iii) the issuance of one or more series of Future Bonds to fund, in the aggregate, all of the Reimbursement Obligation, as reduced by payments made pursuant to Section 3 herein, or (iv) termination pursuant to an Event of Default under this Agreement or under the Development Agreement, whichever occurs first. If a series of Future Bonds does not fully fund the Reimbursement Obligation as set forth in the Service and Assessment Plan, the remaining amount of the Reimbursement Obligation remains outstanding and subject to annual payments and/or payment from an additional series of Future Bonds. If the Developer Defaults under this Reimbursement Agreement or the Development Agreement, the Development Agreement shall not terminate with respect to the costs of the Public Improvement Projects that have been previously been approved by the City pursuant to a Certification for Payment (as defined in the Development Agreement) prior to the date of Default.
23. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Reimbursement Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time. For

purposes of this Reimbursement Agreement, “Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Reimbursement Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics that result in a governmental action that stops or delays construction or halts, impedes or delays the operations of the City; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not caused by, voluntarily induced or promoted by the affected Party (including the submission of incomplete or erroneous information to the City), or brought about by the breach of its obligations under this Reimbursement Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) changes in market condition; (v) any strike or labor dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or nationwide strikes or labor disputes; or (w) the occurrence of any manpower, material or equipment shortages.

24. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
25. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.
26. Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas

Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/flo-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity than controls, is controlled by, or is under common control with the Developer and exists to make a profit.

27. Petroleum. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 27 shall survive termination of the Agreement until the statute of limitations has run.
28. Firearms. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association: (a) means, with respect to the firearm entity or

firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (b) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual); (ii) has two or more firearm entities as members; and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16.27 shall survive termination of the Agreement until the statute of limitations has run.

29. Anti-Boycott. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on,

or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 29 shall survive termination of the Agreement until the statute of limitations has run.

30. Form 1295. The Developer will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of the Developer's Form 1295, the City agrees to acknowledge the Developer's Form 1295 through its electronic filing application. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, the City is not responsible for the information contained in the Developer's Form 1295 and the City has not verified such information.
31. Make-Whole Provision.
- a. If in any calendar year the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance or proposed issuance of PID Bonds, the Developer shall pay to the City a fee (the “PID Bond Fee”) to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. Prior to issuance of any PID Bonds, the City’s financial advisor shall calculate the PID Bond Fee based on the issued and planned debt issuances for the City and shall notify the Developer of the total amount of the PID Bond Fee prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. If the City has not forgone the ability to issue a series of obligations as qualified tax exempt obligations, the PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer. The City shall not be required to sell any series of PID Bonds until the Developer has paid the estimated PID Bond Fee.
 - b. If the City is planning to issue debt obligations as qualified tax exempt obligations prior to the issuance of PID Bonds in any calendar year, the City may (but is not obligated to) notify the Developer that it is planning to issue qualified tax-exempt obligations that may limit the amount of debt that the City can issue in a calendar year. In connection with the delivery of such notice, the City’s financial advisor shall provide a calculation of the interest savings that the City would achieve by issuing the obligations the City plans to issue in the year as qualified tax-exempt obligations as opposed to non-qualified tax exempt obligations. If following the receipt of such notice the Developer asks the City to forego designating the

obligations as qualified tax exempt obligations in order to preserve capacity for PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. Upon receipt of the PID Bond Fee, the City agrees not to designate the obligations planned for issuance as qualified tax exempt obligations. Such payment is compensation to the City for choosing to forego the designation of obligations as qualified tax exempt obligations, and the PID Bond Fee may be used for any lawful purpose of the City.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

RIVERWOOD RANCH, LLC
a Texas limited liability company

By: RPDC, Inc. a Texas corporation,
It's manager

By: _____
John Santasiero, President

ATTEST:

CITY OF ANGLETON

City Secretary

Mayor

[DEVELOPER SIGNATURE BLOCK]

By: _____

Name: _____

Title: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: 03/12/24

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Discussion and update regarding Request for Qualification (RFQ) 2024-01 Henderson Road and Drainage Project.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Staff will give an update regarding Request for Qualification (RFQ) 2024-01 Henderson Road and Drainage Project.

RECOMMENDATION:



AGENDA ITEM SUMMARY FORM

MEETING DATE: 3/12/2024

PREPARED BY: Phill Conner

AGENDA CONTENT: Discussion and possible direction on projects to be included in 2024 Certificates of Obligation

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND:

EXECUTIVE SUMMARY:

Continued discussion on projects for the 2024 Certificates of Obligation to be sold in the coming months.

Streets	\$ 5,300,000
Downtown Project	\$ 1,500,000
Police Department expansion	\$ 2,000,000
Animal Shelter expansion	\$ <u>1,500,000</u>
Total	\$ <u>10,300,000</u>

RECOMMENDATION:

City Council's guidance on the projects to be included in the Certificates of Obligation.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 3/12/2024

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action to approve Ordinance No. 20240312-011; an ordinance by the City Council of the City of Angleton, Texas, authorizing the issuance and sale of the City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024, levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: Not to exceed \$4.5M **FUNDS REQUESTED:** \$4M

FUND: TBD by ABLC

EXECUTIVE SUMMARY:

On Monday, November 13, the Angleton Better Living Corporation approved the following projects for a \$4M debt issuance:

Project	Amount
Abigail Arias Park development	\$2,000,000.00
Freedom Park improvements	\$900,000.00
Angleton Recreation Center (maintenance improvements and master plan)	\$500,000.00
BG Peck Soccer Complex lights (1 st priority) and field grading/park drainage improvements (2 nd priority)	\$250,000.00
Drainage improvements in flood-prone areas in the City limits, which are beyond the responsibility of the Angleton Drainage District (per ABLC bylaws – specific projects were not designated)	\$350,000.00
Land, buildings, equipment, facilities, and improvements to enhance the City of Angleton’s public park facilities, suitable for amateur sports, entertainment, tourist, and public park purposes and events, including parks and park facilities, open space improvements, and related parking facilities, roads, water and sewer facilities, and other related improvements that enhance any of those items (this is a general	\$0 (Remaining funds if applicable)

item/verbiage ABLC agreed to add so that if we had remaining funds we could allocate them to other projects mentioned in this item)	
TOTAL \$4,000,000.00	

On Monday, January 2, 2024 and Monday, January 9, 2024, Angleton Better Living Corporation met to discuss the designation of approved projects for the Angleton Better Living Corporation for 2024 debt issuance for \$4M and held a public hearing.

On Tuesday, January 23, 2024, City Council approved a resolution to authorize the publication of Notice of Intention to issue certificates of obligation and approving other matters incidental thereto.

Angleton City Secretary’s office published the Notice of Intention to issue certificates of obligation in the local newspaper, The Facts, on January 26, 2024 and February 2, 2024.

On Tuesday, February 13, 2024 at 5:30 PM, the Angleton Better Living Corporation considered Resolution No. 20240213-001 approving an agreement with the City Council of the City of Angleton, Texas regarding the construction of city park and drainage improvements and authorizing the chairman as the designated representative of the corporation to execute such agreement; and approving other matters incidental thereto. Additionally, the City Council considered Resolution No. 20240213-007; a resolution by the Angleton Better Living Corporation approving an agreement with the City Council of the City of Angleton, Texas regarding the construction of city park and drainage improvements and authorizing the chairman as the designated representative of the corporation to execute such agreement; and approving other matters incidental thereto. Under the agreement between the City and the Angleton Better Living Corporation, the City agreed to issue a series of certificates of obligation to provide funds for the projects identified in the agreement. Following the issuance of the certificates of obligation, the Angleton Better Living Corporation will be obligated to pay the debt service on the certificates of obligation issued for such purpose.

Ordinance No. 20240312-011 authorizes the issuance of the certificates of obligation contemplated in the agreement. The certificates of obligation will be sold pursuant to a competitive bidding process on the morning of March 12, 2024, and Ordinance No. 20240312-011 will contain the final terms and authorize the sale of the certificates of obligation to the winning bidder. In connection with the issuance of the certificates of obligation by the City, the Angleton Better Living Corporation will sign an addendum to the agreement referenced in the previous paragraph reflecting the final debt service schedule for the certificates of obligation.

RECOMMENDATION:

Staff recommends the City Council approve Ordinance No. 20240312-011; an ordinance by the City Council of the City of Angleton, Texas, authorizing the issuance and sale of the City of

Angleton, Texas, combination tax and revenue certificates of obligation, series 2024, levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.

ORDINANCE NO. 20240312-011

AUTHORIZING THE
ISSUANCE OF

CITY OF ANGLETON, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2024

Adopted: March 12, 2024

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.....2
 Section 1.2. Findings.....4
 Section 1.3. Table of Contents, Titles, and Headings.....5
 Section 1.4. Interpretation.....5

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1. Tax Levy.....5
 Section 2.2. Debt Service Fund.....6
 Section 2.3. Pledge of Revenues.....6

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1. Authorization.....7
 Section 3.2. Date, Denomination, Maturities, and Interest.....7
 Section 3.3. Medium, Method, and Place of Payment.....7
 Section 3.4. Execution and Registration of Certificates.....8
 Section 3.5. Ownership.....9
 Section 3.6. Registration, Transfer, and Exchange.....10
 Section 3.7. Cancellation.....10
 Section 3.8. Replacement Certificates.....11
 Section 3.9. Book-Entry-Only System.....11
 Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.....12
 Section 3.11. Payments to Cede & Co......13

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption.....13
 Section 4.2. Optional Redemption.....13
 Section 4.3. [Mandatory Sinking Fund Redemption].....13
 Section 4.4. Partial Redemption.....14
 Section 4.5. Notice of Redemption to Owners.....14

Section 4.6. Payment Upon Redemption.15
 Section 4.7. Effect of Redemption.15
 Section 4.8. Lapse of Payment.16

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.16
 Section 5.2. Qualifications.16
 Section 5.3. Maintaining Paying Agent/Registrar.16
 Section 5.4. Termination.17
 Section 5.5. Notice of Change to Owners.17
 Section 5.6. Agreement to Perform Duties and Functions.17
 Section 5.7. Delivery of Records to Successor.17

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1. Form Generally.17
 Section 6.2. Form of the Certificates.18
 Section 6.3. CUSIP Registration.24
 Section 6.4. Legal Opinion.24

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1. Sale of Certificates.24
 Section 7.2. Deposit of Proceeds.25
 Section 7.3. Control and Delivery of Certificates.25
 Section 7.4. Official Statement.25

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1. Payment of the Certificates.26
 Section 8.2. Other Representations and Covenants.26
 Section 8.3. Provisions Concerning Federal Income Tax Matters.26

ARTICLE IX

DISCHARGE

Section 9.1. Discharge.28

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports.28
Section 10.2. Event Notices.29
Section 10.3. Limitations, Disclaimers and Amendments.30

ARTICLE XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance.31
Section 11.2. Partial Invalidity.32
Section 11.3. Repealer.32
Section 11.4. Individuals Not Liable.32
Section 11.5. Related Matters.32
Section 11.6. Force and Effect.32

ORDINANCE NO. 20240312-011

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF ANGLETON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF ANGLETON §

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended (the “Act”), the City of Angleton, Texas (the “City”), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by a direct and continuing annual ad valorem tax levied, within the limits prescribed by law, on all taxable property within the City, in combination with a limited pledge of a subordinate lien on the Net Revenues (as defined herein) of the City’s waterworks and sewer system (the “System”) in an amount not to exceed \$1,000 as authorized by the Act and Chapter 1502, Texas Government Code, as amended; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City and posted on the City’s website in accordance with the laws of the State of Texas, which notice provided that the principal amount of such certificates of obligation would not exceed \$4,500,000 and the proceeds would be used for the costs associated with the (i) the construction, acquisition, renovation and improvement of City-owned parks and recreational facilities within the City, including the Angleton Recreation Center, Abigail Arias Park, Freedom Park and BG Peck Soccer Complex; (ii) the construction of drainage improvements, and (iii) the costs of professional services related thereto; and

WHEREAS, the City Council of the City (the “City Council”) hereby finds and determines that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, it is hereby found and determined that the parks and recreational facilities being funded with proceeds of the Certificates (as defined herein) are generally accessible to the public and form part of the municipal park system; and

WHEREAS, the City Council hereby finds and determines that none of the purposes to be funded by the proceeds of the Certificates include (i) a facility for which more than 50 percent of

the average annual usage is or is intended to be for professional or semi-professional sports or (ii) a new stadium, arena, civic center, or coliseum that is or is intended to be leased by a single for-profit tenant for more than 180 calendar days in a single calendar year; and

WHEREAS, the City Council hereby finds and determines that the projects described in Section 3.1 of this Ordinance constitute “public works” as such term is defined in Section 271.043 (7-a) of the Texas Local Government Code, as amended, and such projects are eligible to be financed through the issuance of certificates of obligation; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the issuance of the Certificates on March 12, 2024; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.

Unless otherwise expressly provided in this Ordinance or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

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

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Certificate” or “Certificates” means the City’s certificates of obligation entitled, “City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024” authorized to be issued by Section 3.1 of this Ordinance.

“City” means the City of Angleton, Texas.

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

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means March 1, 2024.

“Debt Service Fund” means the debt service fund established by Section 2.2 of this Ordinance.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

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

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

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Initial Purchaser” means the initial purchaser of the Certificates identified in Section 7.1 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the principal of the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing on August 15, 2024.

“Maturity” means the date on which the principal of the Certificates becomes due and payable according to the terms thereof, or by proceedings for prior redemption.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the revenues to be derived from the System, after the payment of all operation and maintenance expenses thereof.

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

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, N.A., or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Certificates.

“Record Date” means the last Business Day of the month next preceding an Interest Payment Date.

“Register” means the certificate register specified in Section 3.6(a) of this Ordinance.

“Regulations” means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

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

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

“State” means the State of Texas.

“System” as used in this Ordinance means the City’s waterworks and sewer system.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Certificates as the same becomes due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates for 90 days after the applicable payment or redemption date.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

(e) The findings and determinations contained in the recitals to this Ordinance are incorporated herein for all purposes.

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Debt Service Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance and associated expenses.

Section 2.2. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the “City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024, Debt Service Fund” (the “Debt Service Fund”) with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in, or required by this Ordinance to be deposited to, the Debt Service Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable and associated costs in accordance with their terms and this Ordinance.

(c) To pay debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 2.3. Pledge of Revenues.

The Net Revenues to be derived from the operation of the System in an amount not to exceed \$1,000 are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the revenues of the System to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, that the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the revenues of the System, secured by a pledge of the revenues of the System that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates. The revenues of the System available after the payment of all operation and maintenance expenses of the System, any debt service payable from gross revenues, net revenues, or Net Revenues of the System, if any, as well as other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations may be used for any lawful purpose of the City.

ARTICLE III

**AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE CERTIFICATES**

Section 3.1. Authorization.

The City’s “City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024” are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly, the Act. The Certificates shall be issued in the aggregate principal amount of \$[_____] for the costs associated with the (i) the construction, acquisition, renovation and improvement of City-owned parks and recreational facilities within the City, including the Angleton Recreation Center, Abigail Arias Park, Freedom Park and BG Peck Soccer Complex; (ii) the construction of drainage improvements, and (iii) the costs of professional services related thereto.

Section 3.2. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the Dated Date. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

(b) The Certificates shall mature on February 15 in the years and in the principal amounts set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2025	\$	%	2035	\$	%
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		
2034			2044		

(c) Interest shall accrue and be paid on each Certificate, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date, computed on the basis of a 360-day year composed of twelve 30-day months.

Section 3.3. Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be paid by check dated as of the Interest Payment Date, and sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Certificate shall be paid to the Owner thereof at Maturity or upon prior redemption upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date"), which shall be fifteen (15) days after the Special Record Date, shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6, Texas Property Code.

Section 3.4. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

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

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until the Certificate of Paying Agent/Registrar, substantially in the form provided herein, has been duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State, and that it is a valid and binding obligation of the City and has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, one initial Certificate (the "Initial Certificate"), representing the entire principal amount of the Certificates, payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary of the City, approved by the Attorney General of the State, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates to DTC in accordance with Section 3.9 hereof. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 3.5. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest is to be paid to the person in whose name the Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.6. Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates transferred or exchanged in accordance with this Section. A new Certificate or Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificate being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.7. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of such cancelled Certificates in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.8. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

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

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.9. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each maturity. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book entry only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor

securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

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

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.2. Optional Redemption.

(a) The City has reserved the right to redeem at its option the Certificates maturing on and after February 15, 20[35], in whole or from time to time in part, before their respective scheduled maturity dates, on February 15, 20[34], or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Certificates to be redeemed.

Section 4.3. [Mandatory Sinking Fund Redemption.

(a) The Certificates designated as “Term Certificates” in the form of Certificate contained in Section 6.2(a) (“Term Certificates”), are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the form of Certificate contained in Section 6.2(a).

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random

selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Section 4.4. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.2 hereof, the City shall determine the maturity or maturities (or mandatory sinking fund payment with respect to the Term Certificates, if any) and the principal amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.5. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and if less than all Certificates outstanding are to be redeemed and subject to Section 4.4 hereof, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in whole or in part on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice having been so given and due provision for the payment of the same having been made, the Certificate called of redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificate or portion thereof shall cease to accrue.

Section 4.6. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.7. Effect of Redemption.

(a) When Certificates have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make

provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.8. Lapse of Payment. Money set aside for the redemption of the Certificates and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

(a) The Bank of New York Mellon Trust Company, N.A., is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

(b) The Paying Agent/Registrar shall keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit its inspection by any other entity.

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in this Ordinance.

(d) The form of Paying Agent/Registrar Agreement is hereby approved. The Mayor or Mayor Pro Tem and the City Secretary of the City are hereby authorized to execute and deliver a Paying Agent/Registrar Agreement.

Section 5.2. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.4. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

Section 5.5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

Section 5.7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State, the Certificate of the Paying Agent/Registrar, [and] the Assignment form [and the Statement of Insurance,] to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters,

numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures (CUSIP) of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates shall be typed, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State may be typed and photocopied or otherwise reproduced.

Section 6.2. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZORIA

CITY OF ANGLETON, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2024

INTEREST RATE: MATURITY DATE: CLOSING DATE: CUSIP NUMBER:
_____ % February 15, 20__ [April 3, 2024] _____

The City of Angleton (the "City"), in the County of Brazoria, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing on August 15, 2024.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., [Los Angeles, California], or such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the “Record Date,” which shall be the last business day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the “Special Payment Date,” which date shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a “Business Day”), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is dated March 1, 2024 and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$[_____] (herein referred to as the “Certificates”), issued pursuant to a certain ordinance of the City (the “Ordinance”) for the costs associated with the (i) the construction, acquisition, renovation and improvement of City-owned parks and recreational facilities within the City, including the Angleton Recreation Center, Abigail Arias Park, Freedom Park and BG Peck Soccer Complex; (ii) the construction of drainage improvements, and (iii) the costs of professional services related thereto.

The City has reserved the right to redeem the Certificates maturing on and after February 15, 20[35], in whole or from time to time in part, before their respective scheduled maturity dates, on February 15, 20[34], or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities [(or mandatory sinking fund redemption amount within a maturity with respect to Term Certificates)] and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Certificates maturing on February 15, 20[___] (the “Term Certificates”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

[\$[_____] Term Certificate Maturing February 15, 20[___]

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
February 15, 20[___]	\$
February 15, 20[___] (maturity)	\$

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Certificates to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

The City reserves the right to give notice of its election or direction to redeem Certificates pursuant to an optional redemption conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so

deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

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

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

to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor or Mayor Pro Tem of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

Michelle Perez, TRMC
City Secretary
City of Angleton, Texas

John Wright
Mayor
City of Angleton, Texas

[SEAL]

(b) Form of Comptroller’s Registration Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

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

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller’s Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee): _____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

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

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

(ii) in the first paragraph of the Certificate, the words “on the Maturity Date specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:”

(Information to be inserted from schedule in Section 3.2 of the Ordinance)

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

Section 6.3. CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, or another entity that provides securities identification numbers for municipal securities and may print such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel to the City are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.4. Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1. Sale of Certificates.

(a) The sale and delivery of the Certificates, having been duly advertised and offered for sale at competitive bid, are hereby sold and awarded to [_____] (the “Initial Purchaser”) for a purchase price equal to the principal amount thereof plus a cash premium of \$[_____], being the bid which produced the lowest true interest cost, subject to the approving opinion as to the legality of the Certificates of the Attorney General of the Texas and the opinion of Bond Counsel. The Initial Certificate shall be registered in the name of the Initial Purchaser or its designee. The Mayor or Mayor Pro Tem and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions to and to provide for the issuance and delivery of the Certificates.

Section 7.2. Deposit of Proceeds.

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

(a) The amount of \$[_____], consisting of \$[_____] principal amount of Certificate proceeds plus premium received from the sale of the Certificates in the amount of \$[_____], shall be used for the purposes set forth in Section 3.1.

(b) Premium received from the sale of the Certificates in the amount of \$[_____] shall be used to pay the costs of issuance.

(c) Any amounts remaining after accomplishing such purposes and paying costs of issuance in subsection (b) shall be [used for the purposes described in Section 3.1 or] deposited in the Debt Service Fund.

Section 7.3. Control and Delivery of Certificates.

(a) The Mayor or Mayor Pro Tem of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Initial Purchaser under and subject to the general supervision and direction of the Mayor or Mayor Pro Tem, against receipt by the City of all amounts due to the City under the terms of sale.

(c) All officers of the City are authorized to execute such documents, certificates and receipts and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem necessary to consummate the delivery of the Certificates.

Section 7.4. Official Statement.

The form and substance of the Preliminary Official Statement and any addenda, supplement or amendment thereto, is hereby ratified and approved, and has been deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of the Rule. The City hereby authorizes and approves the preparation of a final Official Statement to add the terms of the Initial Purchaser's bid and other relevant information. The use of such final Official Statement in the reoffering of the Certificates by the Initial Purchaser is hereby approved and authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1. Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 8.2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

(c) It is hereby found and determined that the projects described in Section 3.1 of this Ordinance constitute public works as such term is defined under Section 271.043(7-a) of the Texas Local Government Code and are eligible to be financed through the issuance of the Certificates.

Section 8.3. Provisions Concerning Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Certificates to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Certificates.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be “federally guaranteed”

within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the City has not been adopted for a particular project, this Ordinance serves as the City’s official declaration of intent to use proceeds of the Certificates to reimburse itself from proceeds of the Certificates issued in the maximum amount authorized by this Ordinance for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days

prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

ARTICLE IX

DISCHARGE

Section 9.1. Discharge.

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

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports.

(a) The City shall provide annually to the MSRB, in an electronic format, accompanied by identifying information as prescribed by the MSRB (i) within six (6) months after the end of each Fiscal Year of the City ending in and after 2024, financial information and operating data with respect to the City of the general type included in the Official Statement under the Tables numbered 1 through 6 and 8 through 16, and in Appendix B and including financial statements of the City if audited financial statements of the City are then available, and (ii) if not provided as part of such financial information and operating data, audited financial statements when, and if, they become available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the notes to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

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

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 10.2. Event Notices.

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

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of the holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.1, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 10.1 of this Ordinance. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 10.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does

not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

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

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

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

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the Initial Purchaser of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 10.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance.

Bond Counsel is hereby authorized to make any changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of the State.

Section 11.2. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11.3. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 11.4. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11.5. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient in order to consummate the delivery of the Certificates, pay the costs of issuance on the Certificates, and effectuate the terms and purposes of this Ordinance.

Section 11.6. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Signature Page Follows]

PASSED, APPROVED AND EFFECTIVE this 12th day of March, 2024.

Michelle Perez, TRMC
City Secretary
City of Angleton, Texas

John Wright
Mayor
City of Angleton, Texas

[SEAL]

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

I, the undersigned officer of the City Council of the City of Angleton, Texas, hereby certify as follows:

1. The City Council of the City of Angleton, Texas, convened in a regular meeting on the 12th day of March, 2024, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

- | | |
|-------------------|--|
| John Wright | Mayor |
| Travis Townsend | Mayor Pro Tem and Council Member, Position 2 |
| Christiene Daniel | Council Member, Position 1 |
| Terry Roberts | Council Member, Position 3 |
| Cecil Booth | Council Member, Position 4 |
| Tanner Sartin | Council Member, Position 5 |

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. 20240312-011

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF ANGLETON, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

- _____ Member(s) of City Council shown present voted "Aye."
- _____ Member(s) of City Council shown present voted "No."
- _____ Member(s) of City Council shown present abstained from voting.

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in the City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this 12th day of March, 2024.

Michelle Perez, TRMC
City Secretary
City of Angleton, Texas

[SEAL]