

CITY OF ANGLETON CITY COUNCIL AGENDA 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515 TUESDAY, FEBRUARY 13, 2024 AT 6:00 PM

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, FEBRUARY 13, 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.

CONSENT AGENDA

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

- 2. Discussion and possible action in selecting flood insurance as part of the City's property insurance program for a policy beginning March 24, 2024.
- 3. Discussion and possible action in selecting Wind and Hail property insurance as part of the City's property insurance program for a policy beginning February 16, 2024.

- 4. Discussion and possible action on Resolution No. 20240213-004 establishing the procedure for the May 4, 2024, General Election in Angleton, Texas; and providing for other related matters related thereto.
- 5. Discussion and possible action to approve a contract with Brazoria County for the May 4, 2024, General election.
- <u>6.</u> Discussion and possible action on the Annual Racial Profile Report.
- 7. Discussion and possible action to approve 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.
- 8. Discussion and possible action to approve Resolution No. 20240213-008 authorizing the mayor to sign an interlocal agreement with the City of Granbury, TX, for cooperative purchasing.

REGULAR AGENDA

- Discussion and possible action to replace existing water and sanitary sewer utilities along the TxDOT Transportation Alternatives Downtown Sidewalk Improvement area on State Highway 288B.
- 10. Discussion and possible action to approve the submission of two Houston-Galveston Area Council (H-GAC) Transportation Improvement Program grant applications for the Henderson Road Improvements.
- <u>11.</u> Discussion and possible action to amend the approved Fiscal Year 2023-2024 overlay street list.
- 12. Discussion and Annual Update of the Windrose Green Subdivision Development by the developer.
- 13. Discussion and Annual Update of the Riverwood Ranch Subdivision Development by the developer.
- 14. Discussion and possible action on the Development Agreement for Anderson Place Subdivision between Mr. Bobby A. Weaver and the City of Angleton, for a 16-lot subdivision located on the east side of S. Anderson Street, between Southside Dr. and Cemetery Rd.
- 15. Discussion and possible action to approve Resolution No. 20240213-015 accepting the Preliminary Service and Assessment Plan (PSAP) and setting the Assessment Levy public hearing date for March 12, 2024, for the Riverwood Ranch North Public Improvement District.

- 16. Discussion and possible action on the approval of the Reimbursement Agreement for the Riverwood Ranch North Public Improvement District.
- 17. Discussion and possible action to approve Resolution No. 20240213-017 setting hearing date on the Amended & Restated Tax Increment Reinvestment Zone (TIRZ) No. 2 Project and Financing Plan for March 12, 2024.
- 18. Discussion and possible action to approve Ordinance No. 20240213-018 amending the Fiscal Year 2022-2023 year end budget to include the General Fund, Street Fund, Water Fund, and miscellaneous minor funds; declaring a public necessity; providing a severability clause; providing an open meetings clause and an effective date.
- 19. Discussion and possible action to approve Ordinance No. 20240213-019 Appointing the Board of Directors positions one through five for Administration of City of Angleton Texas Tax Increment Reinvestment Zone No. 2, (Riverwood Ranch Reinvestment Zone), Pursuant to Chapter 311 of the Texas Tax Code.
- 20. The Office of Emergency Management has four grants submitted to the Texas Division of Emergency Management (TDEM) and FEMA. Each grant is in varying stages of verification and approval. Two of the four grants are in the last approval phase with FEMA and TDEM. We are bringing these grants to the council due to the need for a commitment letter of matching funds and the potential for the needed funds in this budget year for the Angleton Recreation Center Generator.

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:

21. Discussion and possible action on the deliberation of real property; pursuant to Section 551.072 of the Texas Government Code.

OPEN SESSION

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

ADJOURNMENT

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

Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATION

I, 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, February 9, 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: February 13, 2024

PREPARED BY: Colleen Martin, Director of Human Resources

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 Brenda Majors for 5 years of service to the City of Angleton.

RECOMMENDATION:

Presentation of Service Award.



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 13, 2024

PREPARED BY: Colleen Martin

AGENDA CONTENT: Discussion and possible action in selecting flood insurance as part of the

City's property insurance program for a policy beginning March 24,

2024.

AGENDA ITEM

SECTION:

Regular Agenda

BUDGETED AMOUNT: \$13,830 FUNDS REQUESTED: \$17,471

FUND: 01-530-507, 03-560-507, 01-525-507, 60-506-507, and 01-530-507

EXECUTIVE SUMMARY:

Over the previous three years, the City of Angleton has purchased flood insurance through Wright National Flood Insurance Company as part of our property insurance. The current policies will expire on March 23, 2024.

The insured buildings and associated coverage limits, deductibles, and premiums are listed below.

Location Name	*Street Address	Property	 sonal perty Value	*Total TIV	Premium
City Hall	121 S. Velasco	\$ 500,000	\$ 500,000	\$ 1,000,000	\$ 3,010.00
Fire Station #3	2743 N Velasco	\$ 400,000	\$ 100,000	\$ 500,000	\$ 1,424.00
Fire Station #1	221 N Chenango	\$ 500,000	\$ 300,000	\$ 800,000	\$ 4,150.00
Rec Center & Pool	1601 N. Valderas	\$ 500,000	\$ 500,000	\$ 1,000,000	\$ 3,232.00
Police Station	104 Cannan	\$ 500,000	\$ 500,000	\$ 1,000,000	\$ 2,971.00
Bank Building	116 S Velasco	\$ 500,000	\$ 200,000	\$ 700,000	\$ 2,684.00
Total Flood Premium		\$ 2,400,000	\$ 2,100,000	\$ 4,500,000	\$ 17,471.00

The total flood insurance premium for 2024 is \$1,208 less than the premium in 2023.

The coverage limits for Fire Station 3 have increased from \$400,000 to \$440,000 on the structure, and from \$100,000 to \$105,000 on the contents, and coverage limits for the contents of the Recreation Center have increased from \$300,000 to \$315,000.

RECOMMENDATION:

Staff recommends the renewal of the City's Flood insurance coverage for the policy year beginning March 2024.



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 13, 2023

PREPARED BY: Colleen Martin

AGENDA CONTENT: Discussion and possible action in selecting Wind and Hail property

insurance as part of the City's property insurance program for a policy

beginning February 16, 2024.

AGENDA ITEM

SECTION:

Regular Agenda

BUDGETED AMOUNT: \$225,00 **FUNDS REQUESTED:** \$376,657.47

FUND: 01-506-505, 01-525-507, 01-530-507, 03-560-507, and 60-506-507

EXECUTIVE SUMMARY:

Each year the City of Angleton purchases Wind & Hail insurance as part of the property insurance program. The current policies will expire on February 15, 2024. Over the past five (5) years, the City has made one (1) windstorm claim in 2021 after Hurricane Nicholas which paid \$18,809.70.

In 2023, the City paid \$257,496 in windstorm/hail premiums.

The insured buildings, their total insured value required by TWIA, and the associated carriers and deductibles are listed below.

Building	Address	Total Insured Value	2023-24 Premium	2024-25 Premium	Carrier	Wind Buy Down
City Hall	121 S. Velasco	\$2,750,900	\$31,847	\$31,847.00	TWIA	
Recreation Center	1601 N Valderas	\$4,424,000	\$59,218	\$59,128.00	TWIA	
Sewer Plant-Chemical Bldg	500 Sebesta	\$976,210	\$1,125	\$1,125.00	TWIA	
Temp Public Works Bldg	901 S. Velasco	\$210,000	\$2,173	\$2,173.00	TWIA	
Fire Station #1	221 N Chenango	\$1,850,000	\$14,281	\$14,281.00	TWIA	
Fire Station #2	106 E Cemetary	\$60,000	\$2,337	\$2,337.00	TWIA	
Police Station	104 Cannan	\$5,509,289	\$62,813	\$71,454.00	Velocity	х
Fire Station #3	2743 N Velasco	\$1,425,000	\$12,346	\$18,481.00	Velocity	х
City Hall Annex	116 S Velasco	\$4,300,000	\$0	\$63,500.00	Velocity	
Surplus Lines and Surplus Tax				\$9,731.88	Velocity	

Building	Address	Total Insured Value	2023-24 Premium	2024-25 Premium	Carrier	Wind Buy Down
Animal Control	535 S. Anderson	\$540,000	\$8,791	\$9,720	Lloyds	х
Water Treatment Main Bldg	1102 N Chenango	\$905,000	\$4,253	\$21,151	Lloyds	х
Sewer Plant-Main Bldg	500 Sebesta Rd	\$31,000	\$6,653	\$17,571	Lloyds	Х
Control Panel and Chlorinator	400 W. Henderson	\$940,000	\$5,253	\$16,920	Lloyds	Х
Water Treatment Plant	2600 Jamison Blvd	\$905,000	\$14,509	\$16,290	Lloyds	Х
	rplus Tax		\$4,517	Lloyds		
Total		\$24,826,399	\$225,599	\$360,228		\$16,429.97
Total Premium	\$376,657.47					

Velocity and Lloyds are Surplus Lines, and their coverage includes a Surplus Lines Fee and Stamping Tax.

This includes a "Buy-Down" on the identified properties only. This means the original 5% deductible for the specified locations is decreased to a 2% deductible.

RECOMMENDATION:

Staff recommends the renewal of the City's Wind and Hail insurance coverage for the policy year beginning February 16, 2024.



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 13, 2024

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action on Resolution No. 20240213-004

establishing the procedure for the May 4, 2024, General Election in Angleton, Texas; and providing for other related matters related thereto.

AGENDA ITEM SECTION: Consent Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

This Resolution establishes the procedure for the May 4, 2024, City Council General Election. The City currently conducts a joint election with the County and other Cities.

RECOMMENDATION:

Staff recommends Council approve Resolution No. 20240213-004 as presented.

RESOLUTION NO. 20240213-004

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ESTABLISHING THE PROCEDURE FOR THE MAY 4, 2024, GENERAL ELECTION IN ANGLETON, TEXAS; AND PROVIDING FOR OTHER RELATED MATTERS RELATED THERETO.

WHEREAS, Section 41.001 of the Texas Election Code, as amended (hereinafter referred to as the "Code") establishes May 4, 2024, as a "uniform election date" for the purposes of conducting an election; and

WHEREAS, the City of Angleton, Texas (hereinafter the "City"), wishes to order a general election for the purpose of electing three (3) Council Members by position, from the City at large, for Council Member, Position one (1); Council Member, Position three (3); and Council Member, Position five (5), for a term of two (2) years as set forth by the City Charter and the Code; and

WHEREAS, the Code is applicable to the election and this Resolution establishes procedures consistent with the Code, and designates the voting places and times for the election; and

WHEREAS, the City has made provision to contract with Brazoria County to conduct the City's election, pursuant to *Chapter 31 of the Texas Election Code*, and *Chapter 791 of the Texas Government Code* (the Joint Contract for Election Services, hereafter called the "Election Agreement"), and such Election Agreement provides for political subdivisions subject to the election agreement that hold elections on the same day in all or part of the same territory to hold a joint election as authorized in *Chapter 271 of the Texas Election Code*;

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

SECTION 1. That the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2. General Election Ordered. The General Election of the City shall be held on Saturday, May 4, 2024, to elect members to the position of Council Member, Position one (1); and Council Member, Position three (3); and Council Member, Position five (5), for a term of two (2) years or until their successors are duly elected and qualified.

SECTION 2. Filing Period. Candidates at the election for the above offices shall file their application to become candidates with the City Secretary of the City at City Hall, 121 S. Velasco Street, Angleton, Texas 77515, beginning January 17, 2024, and continuing through February 16, 2024. Candidates shall file their applications with the City Secretary on any weekday that is not a City holiday, between 8:00 a.m. and 5:00 p.m., Monday through Friday. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*.

SECTION 3. Drawing. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the *Texas Election Code*. Such drawing will be held in the Office of the City Secretary at City Hall on Thursday, February 22, 2024, at 10:00 a.m., for the general election.

SECTION 4. Notice of Election. Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Texas Election Code*, *the Federal Voting Rights Act of 1965, as amended*, and the *City Charter* in all respects. Notice of the election shall be made by publishing the Notice of Election, by posting of the notice on the bulletin board used for posting notices of meetings of City Council at City Hall not later than the twenty-first (21st) day before the election, written in both English and Spanish. The notice shall also be posted on the City website.

<u>SECTION 5.</u> Ballots. The ballots for the election shall comply with the *Texas Election Code* and be in the form provided by the City to the Brazoria County Election Officer for use on the voting devices and ballots used by Brazoria County.

SECTION 6. Election Procedures. The Brazoria County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Agreement and the law governing the holding of general elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Texas Election Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law. The City of Angleton is hereby authorized to contract with Brazoria County for joint election services. In the event of a conflict between this Resolution and the Agreement, the Agreement shall control.

SECTION 7. Early Voting. Early voting, both by personal appearance and by mail, will be conducted by the Brazoria County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Brazoria County Election Officer as described in "Exhibit A." Early voting shall commence on Monday, April 22, 2024, and continue through Tuesday, April 30, 2024, and early voting polls shall remain open for the time specified by the *Texas Election Code*. Early voting shall also be held at any time and location authorized by the Brazoria County Election Officer. Early voting by City residents may be conducted at any Brazoria County early voting location and any location exclusively designated by the Brazoria County Election Officer.

SECTION 8. Election Precincts and Polling Places. The election precincts for the election shall be the election precincts established by Brazoria County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Brazoria County for such election precincts in Brazoria County and voting by residents of the City. Voting by City residents may be conducted at any Brazoria County voting location and any location exclusively designated by the Brazoria County Election Officer for City residents as described in "Exhibit B." The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Brazoria County will be provided by precinct and the Brazoria County Election Officer shall tabulate and provide the election returns for the election.

<u>SECTION 9.</u> Joint Election. The City agrees to conduct a joint election with other political subdivisions within Brazoria County, provided that such political subdivision holds an election on May 4, 2024, in all or part of the same territory as the City (the "Political Subdivisions"). The joint election shall be conducted in accordance with state law, this Resolution, and the 2024 Joint Contract for Election Services with Brazoria County approved by the City Council.

SECTION 10. Duties of City Secretary and Election Officer. The City Secretary is authorized and directed to take all actions necessary to comply with the provisions of the Texas Election Code, the City Charter, and City Code of Ordinances in carrying out and conducting the election and runoff election if necessary, whether nor not expressly authorized by this Order. Pursuant to the Election Agreement between Brazoria County and the City, the Brazoria County Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Agreement. The Brazoria County Election Officer shall give the notices required by the *Texas Election Code* to be given for the election not required to be given by the City under the Election Agreement.

SECTION 11. General. The election shall be held and conducted by the Brazoria County Election Officer in compliance with the *Texas Election Code* and the Election Agreement.

SECTION 12. Effective Date. This Resolution shall be effective immediately upon adoption.

SECTION 13. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551 of the Texas Government Code*.

PASSED AND APPROVED THIS THE 13TH DAY OF FEBRUARY 2024.

	CITY OF ANGLETON, TEXAS
	John Wright Mayor
ATTEST:	
Michelle Perez, TRMC	_

Item 4.

NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

Angleton (Main)	East Annex, 1524 E Mulberry
Alvin	Alvin Library, 105 S Gordon
Brazoria	Brazoria Library, 620 S Brooks
Freeport	Freeport Library, 410 Brazosport Blvd
Lake Jackson	Doris Williams Civic Center, 333 Hwy 332 East
Manvel	Manvel Annex, 7313 Corporate Dr
Pearland East	Tom Reid Library, 3522 Liberty Dr
Pearland West	West Pearland Community Center, 2150 Countryplace Pkwy
Shadow Creek	West Pearland Library, 11801 Shadow Creek Pkwy
Sweeny	Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia	Precinct 4 Building #2, 121 N 10 th St

DATES AND HOURS:

April 22-27	8 AM – 5 PM
April 29-30	8 AM – 5 PM

Early Voting Clerk

AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

Angleton (Ubicación Principal)	East Annex, 1524 E Mulberry
Alvin	Alvin Library, 105 S Gordon
Brazoria	Brazoria Library, 620 S Brooks
Freeport	Freeport Library, 410 Brazosport Blvd
Lake Jackson	Doris Williams Civic Center, 333 Hwy 332 East
Manvel	Manvel Annex, 7313 Corporate Dr
Pearland Este	Tom Reid Library, 3522 Liberty Dr
Pearland Oeste	West Pearland Community Center, 2150 Countryplace Pkwy
Shadow Creek	West Pearland Library, 11801 Shadow Creek Pkwy
Sweeny	Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia	Precinct 4 Building #2, 121 N 10 th St

FECHAS Y HORAS

22-27 de abril	8 AM – 5 PM
29-30 de abril8	8 AM – 5 PM

Secretaria de la Votación Adelantada

EXHIBIT B

ELECTION DAY VOTE CENTERS-JOINT LOCAL-2024-05-04.xlsx

	NOTE: Subject to change due to cancellation	Item 4.
Home Pct		
#	Polling Place	Zip Code
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton	77515
2	Precinct 4 Building #2, 121 N 10th St, West Columbia	77486
4	Brazoria Library, 620 S Brooks, Brazoria	77422
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek	77541
9	Bonney Annex Building, 19025 FM 521, Bonney	77583
11	Alvin ISD Heritage Complex, Liberty Alumni Hall, 10855 Iowa Colony Blvd, Iowa Colony	77583
12	Drainage District No. 4 Building, 4813 W Broadway, Pearland	77581
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny	77480
15	Danbury Community Center, 6115 5th St, Danbury	77534
17	Freeport Library, 410 Brazosport Blvd, Freeport	77541
19	Clute Event Center, 100 Parkview Dr, Clute	77531
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek	77541
23	Doris Williams Civic Center, 333 Hwy 332 East, Lake Jackson	77566
26	Brookside Village Community Center, 6243 Brookside Rd, Brookside Village	77581
29	West Pearland Community Center, 2150 Countryplace Pkwy, Pearland	77584
37	Pearland Recreation Center, 4141 Bailey Rd, Pearland	77584
38	Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach	77541
39	Alvin Library, 105 S Gordon, Alvin	77511
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland	77584
46	Tom Reid Library, 3522 Liberty Dr, Pearland	77581
50	West Pearland Library, 11801 Shadow Creek Pkwy, Pearland	77584
65	Manvel Annex, 7313 Corporate Dr, Manvel	77578
75	Richwood City Hall, 1800 N Brazosport Blvd, Richwood	77531
	Open only if city has an election:	
6	Liverpool City Hall, 8901 County Road 171, Liverpool	77577
25	Hillcrest Village Municipal Building, 200 W Timberlane, Alvin	77511



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 13, 2024

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action on approving a contract with Brazoria

County for the May 4, 2024, General election.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$9000 FUNDS REQUESTED: EnterTextHere

FUND: EnterTextHere

EXECUTIVE SUMMARY:

The City contracts with Brazoria County to conduct election services. This year they will be conducting the general election. The total amount of the election is unknown at this time.

RECOMMENDATION:

Staff recommends Council approve.

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below) by and between the CITY OF ANGLETON, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 4, 2024. Political Subdivision and the County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF ANGLETON, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.5.3), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as this Agreement provides. Political Subdivision agrees to pay the County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and measures to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into

other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. Political Subdivision agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, total costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall prepare, adopt, and publish all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. Regarding publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election." If a Political Subdivision holds any Special Election, it may have to publish its own "Notice of Election" to meet additional requirements. Please advise the County Clerk's Elections Office if the Political Subdivision must publish a separate notice so the Political Subdivision's Notice is not included in the Notice published by the County Clerk.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement."

Failure to do so may prohibit the political subdivision's participation in a Joint Election.

IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all election-day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the County. The proposed voting locations will be provided once the final candidate filing deadline has been met and listed as Attachment "A." If a voting location is unavailable, the Elections Department will arrange for an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment "A."

Item 5.

If polling places for the joint election in Attachment "A" are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the date of the election described in Attachment "A," at the entrance to any previous polling places in the jurisdiction, stating that the polling location has changed, and displaying the political subdivision's polling place name(s) and address(s) in effect for the election described in Attachment "A." Any voting location changes from those used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall appoint the presiding judge and alternate judge for each polling location per Chapter 32 of the Texas Election Code. If an emergency appointment is necessary, the appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon request by the County Clerk, the Political Subdivision agrees to assist in recruiting bilingual polling place officials (fluent in English and Spanish).

The County's Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code. It will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall set the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$14.00. Each election clerk will receive compensation at an hourly rate of \$12.00. The election judge will receive an additional \$25.00 for picking up the election supplies before Election Day and returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for the same.

All Parties agree that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department shall arrange for all election supplies and voting equipment, including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk Elections Department shall provide the necessary voter registration information, instructions, and other information to enable the election judges in the voting locations with more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk's Election Department will order the maps and pass that charge on to that specific Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and propositions showing the order and the exact manner in which the candidate names and proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after each participating authority has determined ballot positions. Each participating authority shall proofread and approve the ballot pertaining to that authority's candidates and propositions. If any error or changes are discovered after the Logic and Accuracy test has been conducted and ballots prepared, then the Political Subdivision will be responsible for all costs.

VII. EARLY VOTING

The Parties agree to conduct joint early Voting and appoint the County Clerk as the Early Voting Clerk per Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" who will receive compensation at an hourly rate of \$14.00. The clerks at each location will receive compensation at an hourly rate of \$12.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The Early Voting Clerk will post a copy of the daily early voting report on the county election website and a cumulative final early voting report following the election. We shall provide the Political Subdivision with the reports with written advance notice.

VIII. EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. With the assistance of the County Clerk Elections Department, the Presiding Judge shall appoint three or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and this Agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Lisa Mujica
Alternate Counting Station Manager: Brandy Pena

Tabulation Supervisor:

Alternate Tabulation Supervisor:

Susan Cunningham
Johnathan Escamilla

Presiding Judge: Dottie Cornett
Alternate Presiding Judge: Tamara Reynolds

After counting all precincts, the County Clerk Elections Department will prepare the unofficial canvass reports. It will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk Elections Department shall be responsible for conducting the postelection manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The County Clerk Elections Department shall electronically submit all Cities' precinct-by-precinct returns to the Texas Secretary of State's Office.

The County Clerk Elections Department shall post all election night results to the County website on election night. https://www.brazoriacountyclerktx.gov.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Unless specifically stated otherwise, allocation of costs is mutually agreed to be shared. The County participates in "Vote Centers"; therefore, all political subdivisions can vote at any location.

It is agreed that the standard rental rate charged for the County's voting equipment used on Election Day shall be calculated per polling location and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) The total cost will be calculated and then multiplied by the Political Subdivision percentage number of registered voters or with the minimum of \$2000.00; for those with a lesser amount, additional costs associated will be itemized and billed.

Costs for Early Voting by Personal Appearance will also be charged with the same formula as Election Day. Those political subdivisions with a percentage of registered voters less than the amount equal to \$2000.00 will be a minimum amount of \$2000.00 for the early voting period.

Political Subdivision conducting a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by the County Clerk on behalf of the Political Subdivision. Any monies deposited with the County by the withdrawing authority shall be refunded minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority and the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or an alternate facility used to keep county records. The County Clerk Elections Department shall ensure that the records are maintained orderly so that they are identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation, or open records request that may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk Elections Department agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount, and the cost of the recount depends on the size of the election and the number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

- 1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
- 2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
- 3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
- 4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office acts as a governmental entity covered by any immunity available to Brazoria County.
- 5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either Party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
- This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
- 7. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement

- shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and other entities with local jurisdiction.
- 9. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- 10. Any amendments to this Agreement shall be of no effect unless in writing and signed by all parties.
- 11. <u>Authorization of Agreement</u>. This Agreement has been approved and authorized by the governing body of the Political Subdivision.
- 12. <u>Purpose, Terms, Rights, and Duties of the Parties</u>. The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
- 13. <u>Payments from Current Revenues</u>. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
- 14. <u>Fair Compensation</u>. The Parties acknowledge and agree that each payment contemplated by this Agreement fairly compensates the performing Party.
- 15. <u>Termination</u>. At any time and for any reason, either Party may terminate this Agreement by providing forty-five (45) days written Notice of termination to the other Party.
- 16. <u>Funding</u>. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's sole and exclusive remedy shall be to terminate this Agreement.
- 17. **No Joint Enterprise**. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
- 18. <u>Public Information</u>. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

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- 19. No Third-Party Beneficiaries. This Agreement is entered solely by and between and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
- 20. No Personal Liability. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
- 21. Nothing in this Agreement requires the Political Subdivision or County to incur debt, assess or collect funds, or create a sinking fund.
- 22. Sovereign Immunity Acknowledged and Retained. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this Agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay the County a deposit of \$2,000.00. This Deposit shall be paid to the County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 16, 2024. Therefore, the Deposit is due by March 1, 2024.

The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the election on MAY 4, 2024. If the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay the County the balance due within forty-five (45) days after receipt of the final invoice from the County's Election Department. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, the County shall refund the excess amount paid to the Political Subdivision within forty-five (45) days after the final costs are calculated.

IN TESTIMONY HEREOF, this Agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2024, been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2024, has been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by _____

Joyce Hudman, County Clerk

ATTEST: CITY OF ANGLETON, TEXAS

Presiding Officer or Authorized Representative CITY OF ANGLETON

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

MAY (COUNTYWIDE JOINT)

EQUIPMENT RENTAL	
•	\$350.00 each
	\$425.00 each
ACCESS WITH TOUCH UNIT (DAU)	\$375.00 each
	\$325.00 each
	\$50.00 each
	\$50.00 each
This is not a daily charge. This price is for the en	tire election even if it is for 12days of voting.
OTHER CHARGES	
Programming	\$300.00
Tabulating	\$150.00
Equipment Delivery and Pickup	
Truck Rental (per delivery location)	\$25.00
Labor (Per delivery location)	\$75.00
Supply tubs EV-ED (see attached list for content	s) \$75.00
Mail Ballots will be billed per entity kits including	ng postageDomestic\$1.74Overseas\$2.36
Publications charged based on % of registered vo	oters
Workers-Judges	\$14.00 per hour -Overtime rate \$21.00 per hour
Clerks	\$12.00 per hour- Overtime rate \$18.00 per hour

ELECTION DAY

For Election Day, we will calculate the cost for each location (see Exhibit 'A2") the total cost for Election Day will then calculated per percentage of registered voters of each political subdivision. All political subdivisions in Brazoria County less than 1000 registered voters, charges will be the minimum of \$1500.00 for Election Day.

EARLY VOTING

For Early Voting we also calculate worksheets for each of the 10-11 early voting locations. Once we have the total cost for all locations, we do a spreadsheet that divides the cost between all political subdivisions based on the percentage of registered voters in each. Since we have large and small cities in our county, the minimum charge for early voting will be \$1500.00.

OVERTIME

We keep a record of our overtime for the May Elections and the staff gets paid overtime. Since we charge for programming and tabulations that money goes towards the employee's overtime. If we have more overtime than covered by a calculated programming and tabulation fees, we will add in the additional overtime when sending the final bills.

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

NOVEMBER (COUNTYWIDE JOINT)

For November Elections, the Election Day and Early voting charges are just like the countywide joint in May. If the only political subdivisions at a location are Brazoria County and one entity, total cost calculated will be per percentage of registered voters for the entity.

Runoffs Elections will be the responsibility of whichever entity will be conducting a runoff election.

Any errors or changes related to a Political Subdivision oversite and if it results in reprogramming the entirety election, will be responsible for all associated cost.



AGENDA ITEM SUMMARY FORM

MEETING DATE:

February 13,2024

PREPARED BY:

Lupe Valdez

AGENDA CONTENT:

Racial Profile Report

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT:

N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Submitting annual racial profile report as required by state law

RECOMMENDATION:

Accept report as submitted

ANGLETON POLICE DEPARTMENT



RACIAL PROFILING PROFILING DEL CARMEN Consulting®

"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

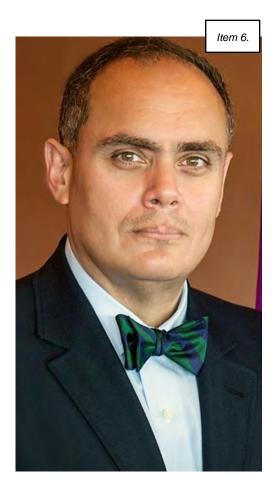
-Quote by Geneva Reed (Mother of Sandra Bland)

January 28, 2024

Angleton City Council 121 S. Velasco St. Angleton, TX 77515

Dear Distinguished Members of the City Council,

In 2001 the Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted the Texas Racial Profiling Law. During the last calendar year, the Angleton Police Department, in accordance with the law, has collected and reported traffic and motor vehicle related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Further, in 2017 the Sandra Bland Act was passed and signed into law (along with HB 3051, which introduced new racial and ethnic designations). The Sandra Bland Law currently requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the Angleton Police Department and are included in this report.



In this report, you will find three sections with information on motor vehicle-related contacts. In addition, when appropriate, documentation is included which demonstrates the manner in which the Angleton Police Department has complied with the Texas Racial Profiling Law. In section one, you will find the table of contents. Section two documents compliance by the Angleton Police Department relevant to the requirements established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

Finally, section three contains statistical data relevant to contacts (as defined by the law) which were made during the course of motor vehicle stops that took place between 1/1/23 and 12/31/23. Further, this section contains the Tier 2 form, which is required to be submitted to this particular organization and the law enforcement agency's local governing authority by March 1 of each year. The data in this report has been analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

In the last section of the report, you will find the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE (Texas Commission on Law Enforcement), is included. The findings in this report support the Angleton Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

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Analysis and Interpretation of Data

- Tier 2 Motor Vehicle-Related Contact Analysis
- Comparative Analysis
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- Checklist

Legislative and Administrative Addendum

- TCOLE Guidelines
- The Texas Law on Racial Profiling
- 41 Modifications to the Original Law
- Racial and Ethnic Designations
- The Sandra Bland Act
- Angleton Police Department Racial Profiling Policy



Public Education on Responding to Compliments and Complaints

Informing the Public on the Process of Filing a Compliment or Complaint with the Angleton Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Angleton Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Angleton Police Officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Angleton Police Officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Angleton Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Angleton has been included in this report.

It is important to recognize that the Chief of the Angleton Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Angleton Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

Racial Profiling Course 3256

Texas Commission on Law Enforcement

September 2001

Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at http://www.tcleose.state.tx.us.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

- 1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.
- 1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

- 1. Definition of what constitutes racial profiling
- 2. Prohibition of racial profiling
- 3. Complaint process
- 4. Public education
- 5. Corrective action
- 6. Collection of traffic-stop statistics
- 7. Annual reports
- B. Not prima facie evidence
- C. Feasibility of use of video equipment
- D. Data does not identify officer
- E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

- 1. Physical description of detainees: gender, race or ethnicity
- 2. Alleged violation
- 3. Consent to search
- 4. Contraband
- 5. Facts supporting probable cause
- 6. Arrest
- 7. Warning or citation issued
- G. Compilation and analysis of data
- H.Exemption from reporting audio/video equipment
- I. Officer non-liability
- J. Funding
- K. Required training in racial profiling
- 1. Police chiefs
- 2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) see legislation 77R-SB1074



1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

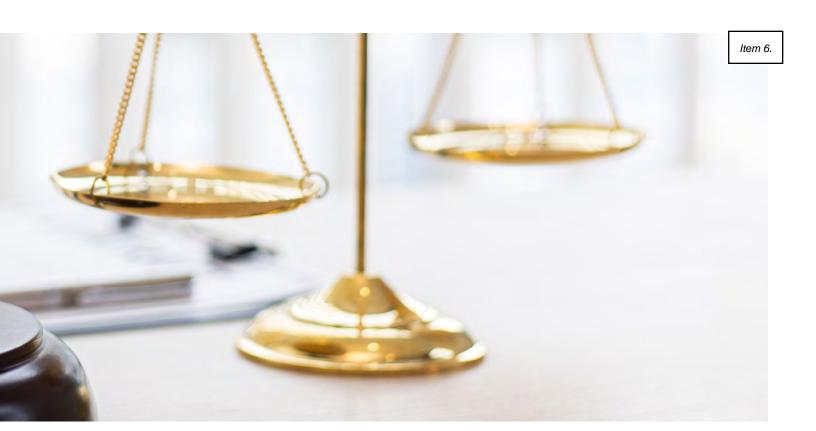
- 1. Motor vehicle search exemption
- 2. Traffic violation acceptable as pretext for further investigation
- 3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

- 1. Stop & Frisk doctrine
- 2. Stopping and briefly detaining a person
- 3. Frisk and pat down

C. Other cases

- 1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
- 2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
- 3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
- 4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
- 5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
- 6. New York v. Belton, 453 U.S. 454 (1981)



2.0 RACIAL PROFILING AND THE COMMUNITY

- 2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.
- 2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.
- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole.
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds it is a waste of law enforcement resources.

3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

- 1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
- 2. The driver and passengers are questioned about things that do not relate to the traffic violation
- 3. The driver and passengers are ordered out of the vehicle
- 4. The officers visually check all observable parts of the vehicle
- 5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
- 6. The driver is asked to consent to a vehicle search if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)





3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

- A. Drug courier profile (adapted from a profile developed by the DEA)
- 1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
- 2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
- 3. Vehicle is rented
- 4. Driver is a young male, 20-35
- 5. No visible luggage, even though driver is traveling
- 6. Driver was over-reckless or over-cautious in driving and responding to signals
- 7. Use of air fresheners
- B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

- A. Thinking about the totality of circumstances in a vehicle stop
- B. Vehicle exterior
- 1. Non-standard repainting (esp. on a new vehicle)
- 2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
- 3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
- 4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)
- C. Pre-stop indicators
- 1. Not consistent with traffic flow
- 2. Driver is overly cautious, or driver/passengers repeatedly look at police car
- 3. Driver begins using a car- or cell-phone when signaled to stop
- 4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)
- D. Vehicle interior
- 1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
- Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

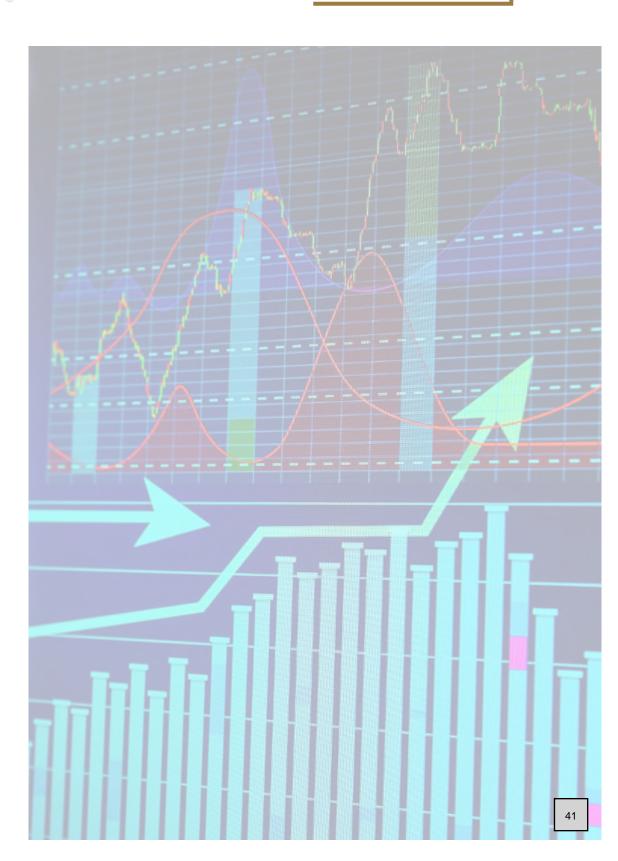
Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074: http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm

Report on Compliments and Racial Profiling Complaints





Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/23-12/31/23 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Angleton Police Department has not received any complaints, on any members of its police services, for having violated the Texas Racial Profiling Law during the time period of 1/1/23-12/31/23.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:		

Tables Illustrating Motor Vehicle-Related Contacts TIER 2 DATA

TOTAL STOPS: 7,818

STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	5,457
US Highway	51
State Highway	811
County Road	1,236
Private Property	263

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	50
No	7,768

RACE OR ETHNICITY

Alaska Native/American Indian	17
Asian/Pacific Islander	129
Black	1,507
White	4,674
Hispanic/Latino	1,491

GENDER

Female Total: 3,254

Alaska Native/American Indian	3
Asian/Pacific Islander	47
Black	590
White	2,054
Hispanic/Latino	560

Male Total: 4,564

Alaska Native/American Indian	14
Asian/Pacific Islander	82
Black	917
White	2,620
Hispanic/Latino	931

REASON FOR STOP?

Violation of Law Total: 48

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	12
White	25
Hispanic/Latino	11

Pre-existing Knowledge Total: 71

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	20
White	44
Hispanic/Latino	6

Moving Traffic Violation Total: 5,376

Alaska Native/American Indian	12
Asian/Pacific Islander	110
Black	987
White	3,263
Hispanic/Latino	1,004

Vehicle Traffic Violation Total: 2,323

Alaska Native/American Indian	5
Asian/Pacific Islander	18
Black	488
White	1,342
Hispanic/Latino	470

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	0	17
Asian/Pacific Islander	4	125
Black	117	1,390
White	191	4,483
Hispanic/Latino	46	1,445
TOTAL	358	7,460

REASON FOR SEARCH? Consent Total: 49

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	10
White	34
Hispanic/Latino	4

Contraband (in plain view) Total: 12

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	9
Hispanic/Latino	1

Probable Cause Total: 182

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	60
White	97
Hispanic/Latino	24

Inventory Total: 72

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	27
White	37
Hispanic/Latino	6

Incident to Arrest Total: 43

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	18
White	14
Hispanic/Latino	11

TIER 2 DATA

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	2	2
Black	81	36
White	136	55
Hispanic/Latino	38	8
8		
TOTAL	257	101

Did the finding result in arrest?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	1	1
Black	29	52
White	55	81
Hispanic/Latino	18	20
TOTAL	103	154

DESCRIPTION OF CONTRABAND

Drugs Total: 144

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	46
White	77
Hispanic/Latino	20

Currency Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	1
Hispanic/Latino	0

Weapons Total: 11

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	3
Hispanic/Latino	5

Alcohol Total: 25

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	22
Hispanic/Latino	0

Stolen Property Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Other Total: 82

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	31
White	33
Hispanic/Latino	17

RESULT OF THE STOP

Verbal Warning Total: 187

Alaska Native/American Indian	1
Asian/Pacific Islander	5
Black	30
White	124
Hispanic/Latino	27

Written Warning Total: 4,888

Alaska Native/American Indian	12
Asian/Pacific Islander	70
Black	944
White	3,132
Hispanic/Latino	730

Citation Total: 2,488

Alaska Native/American Indian	4
Asian/Pacific Islander	51
Black	444
White	1,293
Hispanic/Latino	696

Written Warning and Arrest Total: 69

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	28
White	25
Hispanic/Latino	15

Citation and Arrest Total: 109

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	38
White	58
Hispanic/Latino	13

Arrest Total: 77

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	23
White	42
Hispanic/Latino	10

TIER 2 DATA

ARREST BASED ON Violation of Penal Code Total: 91

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	17
White	56
Hispanic/Latino	16

Violation of Traffic Law Total: 64

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	29
White	26
Hispanic/Latino	8

Violation of City Ordinance Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	2
Hispanic/Latino	0

Outstanding Warrant Total: 98

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	43
White	41
Hispanic/Latino	14

Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	17
Asian/Pacific Islander	0	129
Black	5	1,502
White	15	4,659
Hispanic/Latino	3	1,488
TOTAL	23	7,795

Tables Illustrating Motor Vehicle Related Contact Data

Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	17	4	1	12	0%	0%	1%	0%
Asian/ Pacific Islander	129	51	5	70	2%	2%	3%	1%
Black	1,507	482	30	944	19%	19%	16%	19%
White	4,674	1,351	124	3,132	60%	52%	66%	64%
Hispanic/ Latino	1,491	709	27	730	19%	27%	14%	15%
TOTAL	7,818	2,597	187	4,888	100%	100%	100%	100%

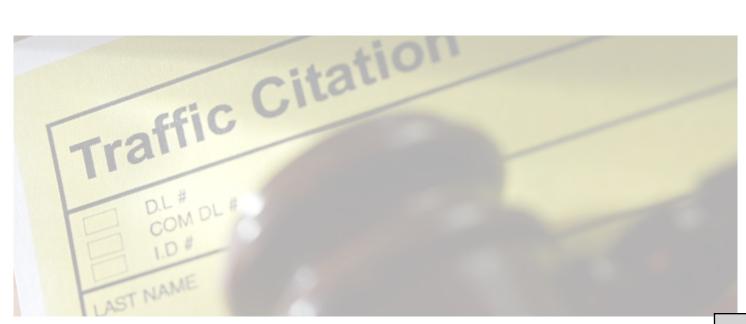


Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access						
Alaska Native/American Indian	0%	0%						
Asian/Pacific Islander	2%	6%						
Black	19%	26%						
White	60%	50%						
Hispanic/Latino	19%	17%						
TOTAL	100%	99%						

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	0	0	0
Asian/Pacific Islander	4	1	3
Black	117	10	89
White	191	34	125
Hispanic/Latino	46	4	38
TOTAL	358	49	225

Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Arrest	Location of Stop	Reason for Stop
1	01/04/23	100 E. Miller St	Moving Traffic Violation
2	01/04/23	1200 W. Mulberry St.	Moving Traffic Violation
3	01/09/23	100 W. Mulberry St.	Vehicle Traffic Violation
4	01/27/23	100 Cemetery Rd.	Moving Traffic Violation
5	01/29/23	109 E. Cedar St.	Moving Traffic Violation
6	02/05/23	689 S. Walker St.	Moving Traffic Violation
7	02/10/23	400 S. Loop 274	Moving Traffic Violation
8	03/12/23	S 288 FWY	Moving Traffic Violation
9	03/21/23	167 Cemetery Rd.	Moving Traffic Violation
10	03/24/23	100 Cemetery Rd.	Moving Traffic Violation
11	03/26/23	1000 S. Front St.	Moving Traffic Violation
12	03/29/23	1167 N. 288 FWY	Moving Traffic Violation
13	04/07/23	100 N. Velasco St.	Moving Traffic Violation
14	04/13/23	2600 S. Velasco St.	Moving Traffic Violation
15	04/13/23	2180 N. Downing St.	Moving Traffic Violation
16	04/27/23	100 North Erskine St.	Moving Traffic Violation
17	06/08/23	1400 Buchta Rd.	Vehicle Traffic Violation
18	06/26/23	1000 W. Mulberry St.	Moving Traffic Violation
19	07/20/23	900 Anchor Rd.	Vehicle Traffic Violation
20	08/05/23	900 N. Loop 274	Moving Traffic Violation
21	08/17/23	2200 S. Velasco St.	Vehicle Traffic Violation
22	10/09/23	N. 288 FWY	Vehicle Traffic Violation
23	12/01/23	1716 N. Velasco St.	Vehicle Traffic Violation

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	4	2	2	3	1%	1%	2%	1%
Black	117	81	36	89	33%	32%	36%	35%
White	191	136	55	125	53%	53%	54%	49%
Hispanic/ Latino	46	38	8	38	13%	15%	8%	15%
TOTAL	358	257	101	255	100%	100%	100%	100%

Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/23-12/31/23.

Audit Data	Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	1	03/01/23	Data was valid and reliable
2	1	06/01/23	Data was valid and reliable
3	1	09/01/23	Data was valid and reliable
4	1	12/01/23	Data was valid and reliable

ADDITIONAL COMMENTS:										

Table 7. Instance Where Force Resulted in Bodily Injury.

Item 6.

Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	5	22%
White	15	65%
Hispanic/Latino	3	13%
TOTAL	23	100%

Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	2	1	0	0	2%	2%	0%	0%
Black	17	29	0	43	19%	45%	0%	44%
White	56	26	2	41	62%	41%	100%	42%
Hispanic/ Latino	16	8	0	14	18%	13%	0%	14%
TOTAL	91	64	2	98	100%	100%	100%	100%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraban Percent	d
Alaska Native/ American Indian	0	0	0%	0%	0%	
Asian/ Pacific Islander	4	2	50%	1%	1%	
Black	117	81	69%	33%	32%	
White	191	136	71%	53%	53%	
Hispanic/Latino	46	38	83%	13%	15%	52

Analysis and Interpretation of Data

In 2001, the Texas Legislature passed Senate Bill 1074, which eventually became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002 and required all police departments in Texas to collect traffic-related data and report this information to their local governing authority by March 1 of each year. This law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle-related contacts in which a citation was issued or an arrest was made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individuals before detaining them. In addition, it became a requirement that agencies report motor vehicle-related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year. The purpose in collecting and disclosing this information is to determine if police officers in any particular municipality are engaging in the practice of racially profiling minority motorists.

One of the central requirements of the law is that police departments interpret motor vehicle-related data. Even though most researchers would likely agree that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is in fact very difficult to determine if individual police officers are engaging in racial profiling from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As previously noted, in 2009 the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1, 2010. The changes included, but are not limited to, the re-definition of a contact to include motor vehicle-related contacts in which a citation was issued or an arrest was made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. The 2009 law also required adding "Middle Eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1 of each year.

In 2017, the Texas Legislators passed HB 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with police. In addition, the Sandra Bland Act (SB 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

1. A comparative analysis of the information compiled (under Article 2.133):

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or <u>other evidence</u> was discovered in the course of those searches.

2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

As part of their effort to comply with The Texas Racial Profiling/Sandra Bland Law, the Angleton Police Department commissioned the analysis of its 2023 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2023 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the "other" category, as optional categories), who came in contact with police in the course of a motor vehicle-related contact and were either issued a ticket, citation, or warning or an arrest was made. Also included in this data were instances when a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest, and use of physical force resulting in bodily injury.

The analysis on the data performed in this report, was based on a comparison of the 2023 motor vehicle contact data with a specific baseline. When reading this particular analysis, one should consider that there is disagreement in the literature regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Angleton Police Department accepted our recommendation to rely, as a baseline measure, on the Fair Roads Standard. This particular baseline is established on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It should be noted that the census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless whether they are among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only, thus excluding individuals who may have come in contact with the Angleton Police Department in 2023 but live outside city limits. In some jurisdictions the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, some civil rights groups in Texas expressed their concern and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of "households" that have access to vehicles. Thus, proposing to compare "households" (which may have multiple residents and only a few vehicles) with "contacts" (an individual-based count). In essence this constitutes a comparison that may result in ecological fallacy. Despite this risk, as noted earlier, the Angleton Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its "good will" and "transparency" before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to the Houston Baytown CSA.

Tier 2 (2023) Motor Vehicle-Related Contact Analysis

When examining the enhanced and more detailed Tier 2 data collected in 2023, it was evident that most motor vehicle-related contacts were made with Whites, followed by Blacks. Of those who came in contact with police, most tickets or citations were issued to Whites and Hispanics; this was followed by Blacks. However, in terms of written warnings, most of these were issued to Whites, followed by Blacks.

While reviewing searches and arrests, the data showed that most searches took place among Whites. When considering all searches, most were consented by Whites and Blacks, while most custody arrests were also of Whites. Overall, most searches resulted in contraband; of those that produced contraband, most were of Whites; this was followed by Blacks. Of the searches that did not produce contraband, most were of Whites. Most arrests were made of Whites. Most of the arrests that originated from a violation of the penal code involved Whites. Overall, the police department reports 23 instances where force was used that resulted in bodily injury.

Comparative Analysis

A comprehensive analysis of the motor vehicle contacts made in 2023 to the census data relevant to the number of "households" in Houston-Baytown CSA who indicated in the 2020 census that they had access to vehicles, produced interesting findings. Specifically, the percentage of Blacks, Asians, and American Indians who came in contact with police was the same or lower than the percentage of Black, Asian, and American Indian households in Houston-Baytown CSA that claimed in the last census to have access to vehicles. The opposite was true of Whites and Hispanics. That is, a higher percentage of Whites and Hispanics came in contact with police than the percentage of White and Hispanic households in Houston-Baytown CSA that claimed in the last census to have access to vehicles. It should be noted that the percentage difference among Hispanic contacts with households is of less than 3%; thus, deemed by some as statistically insignificant.

The comprehensive analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Hispanics. This was followed by Whites and Blacks. This means that among all searches performed in 2023, the most significant percentage of these that resulted in contraband was among Hispanics. The lowest contraband hit rate was among Asians.

Summary of Findings

As referenced earlier, the most recent Texas Racial Profiling Law requires that police departments perform data audits in order to validate the data being reported. Consistent with this requirement, the Angleton Police Department has engaged del Carmen Consulting, LLC in order to perform these audits in a manner consistent with normative statistical practices. As shown in Table 6, the audit performed reveals that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings produced as a result of this analysis, it is recommended that the Angleton Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected), which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Angleton Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in the upcoming year.
- 2) Commission data audits in 2024 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive data analysis performed serves as evidence that the Angleton Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of Tier 2 data, and ensures that the practice of racial profiling will not be tolerated.

Checklist

The following requirements <u>were</u> met by the Angleton Police Department in accordance with The Texas Racial Profiling Law:

- Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Angleton Police Department from engaging in racial profiling.
- Implement a process by which an individual may file a complaint regarding racial profiling violations.
- **OV** Provide public education related to the compliment and complaint process.
- Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- Collect, report and analyze motor vehicle data (Tier 2).
- **Ommission Data Audits and a Search Analysis.**
- Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2024.
- Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.



Legislative & Administrative Addendum

TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of **what** must be accomplished by an agency but allows wide latitude in determining **how** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an "agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties."

The article further defines race or ethnicity as being of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American." The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person's race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer's best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, "the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose."

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for "tier one" data for traffic stops in which a citation results are:

- the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American");
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on "tier two" reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person's gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers. BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

- (1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.
- (2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.
- (b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:
 - (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
 - (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:
 - (A) the race or ethnicity of the individual detained; and
- (B) whether a search was conducted and, if so, whether the person detained consented to the search; and
- (7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

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policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

- (e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).
- (f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

- (1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).
- (2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.
- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:
 - (1) a physical description of each person detained as a result of the stop, including:
- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
 - (2) the traffic law or ordinance alleged to have been violated or the suspected offense;
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
- (4) whether any contraband was discovered in the course of the search and the type of contraband discovered;
- (5) whether probable cause to search existed and the facts supporting the existence of that probable cause;
- (6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
 - (7) the street address or approximate location of the stop; and
- (8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

- (a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.
- (b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

- (c) A report required under Subsection (b) must include:
- (1) a comparative analysis of the information compiled under Article 2.133 to:
- (A) determine the prevalence of racial profiling by peace officers employed by the agency; and (B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.
- (d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).
- (e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.
- (f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
- Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:
- (1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:
- (A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and
- (B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or
- (2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.
- (b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

- (c) This article does not affect the collection or reporting requirements under Article 2.132.
- Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

- (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:
- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
 - (2) smaller jurisdictions; and
 - (3) municipal and county law enforcement agencies.
- (b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.
- (c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.
- (d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).
- Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.
- SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:
- Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

- SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:
- (j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:
- (1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;
- (2) implementing laws and internal agency policies relating to preventing racial profiling; and
 - (3) analyzing and reporting collected information.
- SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:
- (e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.
- SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:
- (d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).
- SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:
- Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.
- (b) The record must be made on a form or by a data processing method acceptable to the department and must include:
- (1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;
 - (2) the registration number of the vehicle involved;
- (3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;
- (4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;
- (5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

- (6) whether a search of the vehicle was conducted and whether consent for the search was obtained;
 - (7) the plea, the judgment, and whether bail was forfeited;
 - (8) [(7)] the date of conviction; and
 - (9) [(8)] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

- (1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and
- (2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

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President of the Senate	Speaker of the House

I hereby certify that Yeas 28, Nays 2; May appointment of Con- May 24, 2001, Senate	, 21, 2001, Senate re ference Committee;	efused to concur ; May 22, 2001, F	in House amend House granted re	ments and requested equest of the Senate;
_	Secretary of the Se	enate		
I hereby certify that non-record vote; M Conference Committee non-record vote.	ay 22, 2001, House	granted reques	t of the Senate	for appointment of
-	Chief Clerk of the H	House		
Approved:				
Data				
Date				

Governor

Modifications to the Original Law (H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

- (1) Strike the following SECTIONS of the bill:
- (A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);
- (B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);
- (C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);
- (D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).
- (2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:
- (a) In this article:
- (1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make <u>motor vehicle[traffie]</u> stops in the routine performance of the officers' official duties.
- (2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- (3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, [or] Native American, or Middle Eastern descent.
- (b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:
- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle [traffic] stops in which a citation is issued and to _arrests made as a result of [resulting from] those [traffic] stops, including information relating to:
- (A) the race or ethnicity of the individual detained; and
- (B) whether a search was conducted and, if so, whether the <u>individual</u> [person] detained consented to the search; and
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit [to the governing body of each county or

municipality served by the agency] an annual report of the information collected under Subdivision (6) to:

- (A) the Commission on Law Enforcement Officer Standards and Education; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle [traffic] stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle [traffic] stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.
- (e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a <u>motor vehicle</u> [traffic] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).
- (g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.
- SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:
- Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE [TRAFFIC AND PEDESTRIAN] STOPS. (a) In this article, "race[:
- [(1) "Race] or ethnicity" has the meaning assigned by Article 2.132(a).
- [(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]
- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance [regulating traffic or who stops a pedestrian for any suspected offense] shall report to the law enforcement agency that employs the officer information relating to the stop, including:
- (1) a physical description of <u>any</u> [each] person <u>operating the motor vehicle who is</u> detained as a result of the stop, including:
- (A) the person's gender; and

- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
- (2) the <u>initial reason for the stop</u> [traffic law or ordinance alleged to have been violated or the suspected offense];
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
- (4) whether any contraband <u>or other evidence</u> was discovered in the course of the search and <u>a</u> <u>description</u> [the type] of the contraband <u>or evidence</u> [discovered];
- (5) the reason for the search, including whether:
- (A) any contraband or other evidence was in plain view;
- (B) any probable cause or reasonable suspicion existed to perform the search; or

- (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [existed and the facts supporting the existence of that probable cause];
- (6) whether the officer made an arrest as a result of the stop or the search, including <u>a statement</u> of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or <u>ordinance</u>, or an <u>outstanding warrant and</u> a statement of the offense charged;
- (7) the street address or approximate location of the stop; and
- (8) whether the officer issued a <u>written</u> warning or a citation as a result of the stop[, including a description of the warning or a statement of the violation charged].
- SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:
- (a) In this article:
- (1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) [means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].
- (2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).
- (b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [local] law enforcement agency shall submit a report containing the <u>incident-based data</u> [information] compiled during the previous calendar year to <u>the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [in a manner approved by the agency].</u>
- (c) A report required under Subsection (b) must <u>be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:</u>
- (1) a comparative analysis of the information compiled under Article 2.133 to:
- (A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities [determine the prevalence of racial profiling by peace officers employed by the agency]; and
- (B) examine the disposition of <u>motor vehicle</u> [traffic and pedestrian] stops made by officers employed by the agency, <u>categorized according to the race or ethnicity of the affected persons, as appropriate,</u> including <u>any</u> searches resulting from [the] stops <u>within the applicable jurisdiction</u>; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.
- (d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a <u>motor vehicle</u> [traffic or pedestrian] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).
- (e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

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- (g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.
- SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:
- Art. 2.135. <u>PARTIAL</u> EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and <u>the chief administrator of</u> a law enforcement agency, <u>regardless of whether the administrator is elected</u>, <u>employed</u>, <u>or appointed</u>, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:
- (1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:
- (A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make <u>motor vehicle</u> [traffic and pedestrian] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make <u>motor vehicle</u> [traffic and pedestrian] stops is equipped with transmitter-activated equipment; and
- (B) each <u>motor vehicle</u> [traffic and pedestrian] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or
- (2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.
- (b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [traffic and pedestrian] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [traffic or pedestrian] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.
- (c) This article does not affect the collection or reporting requirements under Article 2.132.
- (d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).
- SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:
- Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.
- (b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

- data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.
- (c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.
- SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:
- Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:
- (1) involves the operation of a motor vehicle; and
- (2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.
- (b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.
- (c) In this article, a person is considered convicted if:
- (1) a sentence is imposed on the person;
- (2) the person receives community supervision, including deferred adjudication; or
- (3) the court defers final disposition of the person's case.
- (d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.
- (e) The custodian of a county or municipal treasury shall:
- (1) keep records of the amount of funds on deposit collected under this article; and
- (2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.
- (f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).
- (g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.
- (h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.
- (i) Funds collected under this article are subject to audit by the comptroller.
- SECTION ______. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:
- Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:
- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a <u>juvenile delinquency prevention and</u> graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . <u>\$50</u> [\$5]; [and]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.
- (b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.
- SECTION ______. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:
- Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:
- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a <u>juvenile delinquency prevention and</u> graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [\$\frac{5}{2}]; [\frac{3}{2}]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.
- (b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.
- SECTION _____. Section 102.101, Government Code, is amended to read as follows:
- Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:
- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; [and]
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.
- SECTION _____. Section 102.121, Government Code, is amended to read as follows:
- Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:
- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; [and]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.
- SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:
- Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.
- SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:
- (a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:
- (1) this chapter;

- (2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure; or
- (3) a commission rule.
- SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.
- (b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

- (3) "Race or ethnicity" means the following categories:
- (A) Alaska native or American Indian;
- (B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;
- (C) black;
- (D) white; and
- (E) Hispanic or Latino [, Native American, or Middle Eastern descent].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

- (a) In this section, "race or ethnicity" means the following categories:
- (1) Alaska native or American Indian;
- (2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;
- (3) black;
- (4) white; and
- (5) Hispanic or Latino [, or Native American descent].

SECTION 3. This Act takes effect September 1, 2017.

President	of the Senate		Speaker of the House
•	H.B. No. 3051 was pas 2 present, not voting.	•	4, 2017, by the following vote: Yeas
Chief Clerk o	f the House	_	
certify tha ote: Yeas 3		passed by the Senate of	on May 19, 2017, by the following
Secretary of APPROVED:			
	Date		
Go	overnor		

The Sandra Bland Act (S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS: ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

- (2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:
- (A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

- (B) provide to the magistrate a written assessment of the information collected under Paragraph (A).
 - (2) The magistrate is not required to order the collection of information under Subdivision

- (1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision
- (1). A court that elects to use the results of that previous determination may proceed under Subsection (c).
- (3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.
- (b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:
- (1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];
- (2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and
 - (3) recommended treatment.
- (c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:
- (1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;
 - (2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

- (3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.
- (d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or
 - (2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

- Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:
- (1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;
 - (2) it is reasonable to divert the person;
- (3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and
- (4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.
- (b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

- (2) establishing or expanding collaboratives thatserve two or more counties, each with a population of less than 100,000 [collaborative].
 - (b) The department shall require each entity awarded a grant under this section to:
- (1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]
- (2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and
- (3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

- (1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;
- (2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and
- (3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.
- (b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).
- (c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

- (1) defendant is not charged with and has not been previously convicted of a violent offense;
- (2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];
- (3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:
- (A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and
- (B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and
- (4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.
- (c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:
 - (1) mental illness or intellectual disability [mental retardation] is chronic in nature; or
- (2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
- (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
- (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
- (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
 - (5) revise, amend, or change rules and procedures if necessary;
- (6) provide to local government officials consultation on and technical assistance for county jails;
- (7) review and comment on plans for the construction and major modification or renovation of county jails;
- (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
- (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
- (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
- (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
- (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
- (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
- (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
- (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
- (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
 - (A) common issues concerning jail administration;
- (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

- (C) solutions to operational challenges for jails;
- (17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;
- (18) adopt reasonable rules and procedures establishing minimum requirements for jails to:
- (A) determine if a prisoner is pregnant; and
- (B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;
- (19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]
- (20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;
 - (21) [(20)] require the sheriff of each county to:
- (A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and
- (B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;
- (22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:
- (A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and
- (B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and
- (23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:
- (A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;
- (B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and
- (C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

- (b) The prisoner safety fund consists of:
- (1) appropriations of money to the fund by the legislature; and
- (2) gifts, grants, including grants from the federal government, and other donations received for the fund.
- (c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).
- (d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

- (1) a suicide;
- (2) an attempted suicide;
- (3) a death;
- (4) a serious bodily injury, as that term is defined by

Section 1.07, Penal Code;

- (5) an assault;
- (6) an escape;
- (7) a sexual assault; and
- (8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.
 - (b) The commission shall prescribe a form for the report required by Subsection (a).
- (c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.
- (d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

- (b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection
- (a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

- (1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and
- (2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.
- SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.
- SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

- (b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.
- (c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

- (d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.
- SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.
- (n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

- (b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:
 - (1) topics selected by the agency; and
- (2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:
- (A) civil rights, racial sensitivity, and cultural diversity;
- (B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]
- (C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and
- (D) unless determined by the agency head to be inconsistent with the officer's assigned duties:
- (i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and
 - (ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

- (n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).
- SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.
- SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.
- (b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.
- SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.
- (b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

- SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:
- (b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:
 - (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.
- (h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:
- (1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
 - (2) the initial reason for the stop;
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
 - (4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

- (5) the reason for the search, including whether:
- (A) any contraband or other evidence was in plain view;
- (B) any probable cause or reasonable suspicion existed to perform the search; or
- (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
- (6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
 - (7) the street address or approximate location of the stop; [and]
- (8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and
- (9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.
- (c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

- (c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:
 - (1) a comparative analysis of the information compiled under Article 2.133 to:
- (A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]
- (B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and
- (C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
 - (2) smaller jurisdictions; and
 - (3) municipal and county law enforcement agencies.
- (b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.
- (c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.
- (d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

- (1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and
 - (2) make accessible online:
- (A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

,	oublic disclosure under Chapter 552, Government Co g to the information to make the information ct takes effect September 1, 2017.	,
·	President	of the
Senate Speaker of the House		
I hereby certify that S.B. No. 1849 p Yeas 31, Nays 0.	passed the Senate on May 11, 2017, by the followin	ng vote:
Secretary	y of the Senate	
I hereby certify that S.B. No. 184	9 passed the House on May 20, 2017, by the following	าg vote:
Yeas 137, Nays 0, one present not vo	oting.	
ARTICLE 6. EFFECTIVE DATE		
SECTION 6.01. Except as otherwise p	provided by this Act,	
Approved:		
Date	_	
Governor	-	
Chief Clerk of the House	-	

ANGLETON POLICE DEPARTMENT RACIAL PROFILING POLICY

For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting@ 817.681.7840 www.texasracialprofiling.com www.delcarmenconsulting.com

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AGENDA ITEM SUMMARY FORM

MEETING DATE: 2/13/2024

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action to approve 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.

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.

Staff is working with Joe Morrow and the City's bond counsel, Bracewell LLP, to complete all documents necessary for required including public hearings public notices, resolutions, agreements, and ordinances.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 20240213-007 approving an agreement with the Angleton Better Living Corporation regarding the construction of city park and drainage improvements and authorizing the Mayor as the designated representative of the city to execute such agreement; and approving other matters incidental thereto.

RESOLUTION NO. 20240213-000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS APPROVING AN AGREEMENT WITH THE ANGLETON BETTER LIVING CORPORATION REGARDING THE CONSTRUCTION OF CITY PARK AND DRAINAGE IMPROVEMENTS AND AUTHORIZING THE MAYOR AS THE DESIGNATED REPRESENTATIVE OF THE CITY TO EXECUTE SUCH AGREEMENT; AND APPROVING OTHER MATTERS RELATED THERETO

THE STATE OF TEXAS
COUNTY OF BRAZORIA

WHEREAS, at an election held within the City of Angleton, Texas (the "City") on May 6, 2000 (the "2000 Election"), the voters approved a proposition authorizing the levy and collection of a sales and use tax within the City at the rate of one-half of one percent (the "Additional Sales Tax") as authorized by the Development Corporation Act of 1979, Article 5190.6, Section 4B, Vernon's Texas Revised Civil Statutes and the provisions of Chapters 501 and 505, Texas Local Government Code, as amended (collectively, the "Act") for the following types of projects only: (1) community centers, parks and recreational facilities for families, elderly and youth; and (2) drainage improvements in flood prone areas of the city limits, which are beyond the responsibility of the Angleton Drainage District; together with the maintenance and operations expenses for any of the above projects; but not for the following purposes: (1) meals or entertainment to attract new or expanded business enterprises; and (2) salaries for administration of the Additional Sales Tax (collectively, the "Authorized Purposes"); and

WHEREAS, the Angleton Better Living Corporation ("Corporation") was formed pursuant to the Act for the payment of the costs associated with the Authorized Purposes of the Corporation. Pursuant to the provisions of the Act, the City collects the Additional Sales Tax and pays it to the Corporation; and

WHEREAS, the City and the Corporation hereby find that the Park Facilities and Drainage Improvements (both terms as hereinafter defined) constitute a "Project" as that term is defined under Texas Local Government Code, Chapter 505.152 and Authorized Purposes under the Election; and

WHEREAS, the City and Corporation now wish to proceed with the following projects, having complied with the legal prerequisites for undertaking such projects under the Act: (i) the construction, acquisition, renovation and improvement of parks and recreational facilities within the City, including the Angleton Recreation Center, Abigail Arias Park, Freedom Park and BG Peck Soccer Complex (the "Park Facilities"); and (ii) drainage improvements in flood-prone areas in the City limits, which are beyond the responsibility of the Angleton Drainage District (the "Drainage Improvements," and collectively with the Park Facilities, the "Authorized Project"); and

WHEREAS, the City has determined that the most economical means of financing the costs of and delivering the Authorized Project is for the City to issue its certificates of obligation (the "Certificates") in an aggregate principal amount not to exceed \$4,500,000 for the purpose of the Authorized Project, with the agreement of the Corporation to (i) make payments to the City from the Additional Sales Tax in amounts sufficient to pay the debt service on the Certificates and any bonds issued to refund such Certificates as and when it becomes due, all as more specifically detailed in the schedules described in Section 1.04(b) of the Agreement Regarding the Construction of Improvements; and

WHEREAS, the City and Corporation intend that the Certificates and any bonds issued to refund such Certificates shall be considered self-supporting debt for purposes of House Bill 1869, 87th Legislature, Regular Session; and

WHEREAS, the City and Corporation wish to execute an "Agreement Regarding the Construction of Improvements" in substantially the form attached hereto as Exhibit A to formalize the commitment of the Corporation to make said payments to the City from the Additional Sales Tax in amounts sufficient to pay the debt service on the Certificates; and

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

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

SECTION 1. That the Agreement Regarding the Construction of Improvements, in substantially the form attached hereto as Exhibit A, is hereby approved.

SECTION 2. That the Mayor is hereby authorized to execute the Agreement on behalf of the City. The City Council hereby ratifies the authority of the President of the Angleton Better Living Corporation to execute the agreement on behalf of the Corporation.

SECTION 3. That this Resolution shall be in full force and effect from and after its passage and adoption.

[Execution Page to Follow]

PASSED AND APPROVED THIS THE 13 DAY OF JUNE 2024.

	CITY OF ANGLETON, TEXAS
	John Wright
	Mayor
ATTEST:	
Michelle Perez, TRMC	_
City Secretary	

EXHIBIT A

AGREEMENT REGARDING THE CONSTRUCTION OF IMPROVEMENTS

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This Agreement Regarding the Construction of Improvements (the "Agreement") is entered into as of the _____ day of February, 2024, between the CITY OF ANGLETON, TEXAS, a home rule municipal corporation situated in Brazoria County, Texas (the "City") and the ANGLETON BETTER LIVING CORPORATION, a non-profit economic development corporation (the "Corporation") initially created under Section 4B of the Development Corporation Act of 1979, Article 5190.6, Tex. Rev. Civ. Stat. Ann., and now operating as a Type B corporation pursuant to the provisions of Chapters 501 and 505, Texas Local Government Code, as amended (collectively, the "Act").

RECITALS

At an election held within the City on May 6, 2000 (the "2000 Election"), the voters approved a proposition authorizing the levy and collection of a sales and use tax within the City at the rate of one-half of one percent (the "Additional Sales Tax") as authorized by the Act for the following types of projects only: (1) community centers, parks and recreational facilities for families, elderly and youth; and (2) drainage improvements in flood prone areas of the city limits, which are beyond the responsibility of the Angleton Drainage District; together with the maintenance and operations expenses for any of the above projects; but not for the following purposes: (1) meals or entertainment to attract new or expanded business enterprises; and (2) salaries for administration of the Additional Sales Tax or (3) any purpose not set forth in the proposition approved by the voters on May 6, 2000 (collectively, the "Authorized Purposes").

The Corporation was formed pursuant to the Act for the payment of the costs associated with the Authorized Purposes of the Corporation.

Pursuant to the provisions of the Act, the City collects the Additional Sales Tax and pays it to the Corporation.

The City and the Corporation hereby find that the Park Facilities and Drainage Improvements (both terms as hereinafter defined) constitute a "Project" as that term is defined under Texas Local Government Code, Chapter 505.152 and Authorized Purposes under the Election.

The City and the Corporation now wish to proceed with the following projects: (i) the construction, acquisition, renovation and improvement of parks and recreational facilities within the City, including the Angleton Recreation Center, Abigail Arias Park, Freedom Park and BG Peck Soccer Complex (the "Park Facilities"); and (ii) drainage improvements in flood-prone areas in the City limits, which are beyond the responsibility of the Angleton Drainage District

(the "Drainage Improvements," and collectively with the Park Facilities, the "Authorized Project").

Having complied with the legal prerequisites for undertaking the Authorized Project under the Act, the City and the Corporation now wish to proceed with the Authorized Project.

The City and the Corporation have determined that the most economical means of financing the costs of and delivering the Authorized Project is for the City to issue its certificates of obligation (the "Certificates") in an aggregate principal amount not to exceed four million five hundred thousand and 00/100 dollars (\$4,500,000.00) for the purpose of the Authorized Project, with the agreement of the Corporation to make payments to the City from the Additional Sales Tax in amounts sufficient to pay the debt service on the Certificates and any bonds issued to refund such Certificates as and when it becomes due, all as more specifically detailed in the schedules described in Section 1.04(b) of this Agreement.

The City and the Corporation intend that the proceeds of the Certificates will be allocated to the Authorized Project in accordance with an allocation schedule developed by the City in consultation with the Corporation, which schedule is currently intended to include an allocation of approximately two million and 00/100 dollars (\$2,000,000.00) in proceeds from the Certificates toward the development of Abigail Arias Park.

The Corporation and the City intend that the Certificates and any bonds issued to refund such Certificates shall be considered self-supporting debt for purposes of House Bill 1869, 87th Legislature, Regular Session.

The Corporation hereby finds that this Agreement is for the benefit of the Corporation and that all payments made hereunder are for authorized project costs under the Act.

The City and the Corporation hereby find, determine, and declare that the respective meetings of the City Council of the City and the Board of Directors of the Corporation at which this Agreement was approved were open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meetings, including this Agreement, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

AGREEMENT

For and in consideration of the respective promises and mutual covenants and benefits hereinafter set forth, the City and the Corporation agree as follows:

ARTICLE I

THE PROJECT

Section 1.01 <u>Definitions, Declarations, Findings and Determinations</u>. The definitions, declarations, determinations and findings contained in the recitals to this Agreement are hereby adopted and made a part of the operative provisions hereof.

Section 1.02 Construction of the Project.

- (a) The City in consultation with the Corporation agrees to prepare or cause to be prepared all plans and specifications required for the construction of the Authorized Project, which costs shall be payable from proceeds of the Certificates. Such plans shall include the proposed allocation of proceeds of the Certificates to the components that make up the Authorized Project.
- (b) The City agrees to contract with all individuals or entities necessary to complete the Authorized Project in accordance with the plans, specifications and other construction documents. The City will provide all construction and contract management services in connection with the construction of the Authorized Project. The public infrastructure improvements being financed with the Certificates will be owned by the City.
- (c) The costs of constructing the Authorized Project shall be payable from Certificate proceeds.

Section 1.03 Issuance of the Certificates.

- (a) Subject to applicable legal restrictions, the City agrees to issue and sell its Certificates in calendar year 2024 (provided that such period may be extended with the consent of the City and the Corporation) and to use the applicable portion of the proceeds from the sale of the Certificates to pay the costs of the Authorized Project and the costs of issuing the Certificates.
- (b) The City has provided the Corporation with a proposed plan of finance and a proforma debt service schedule associated with the proposed series of Certificates.

Section 1.04 Use of Additional Sales Tax.

- (a) The Corporation agrees to use the Additional Sales Tax, and any interest earned thereon, to make payments to the City in amounts sufficient to pay the principal of and interest on the Certificates and any bonds issued to refund the Certificates when due. Each annual budget adopted by the Corporation shall include line items setting aside funds sufficient for the payment of debt service on the Certificates and any bonds issued to refund the Certificates that will be due and payable in the fiscal year for which such budget is adopted. Unless it receives the prior written consent of the City, the Corporation shall make such payments to the City of such annual debt service prior to using the Additional Sales Tax, and any interest earned thereon, for any other lawful purposes of the Corporation.
- (b) The City will provide the Corporation with a final schedule of the principal and interest payments due on each series of Certificates issued for the Authorized Project upon the pricing of each series of Certificates. The Corporation agrees to pay to the City amounts sufficient to make the principal and interest payments described in such schedules not later than fifteen (15) days before each payment is due. Upon delivery of such schedules to the Corporation, which receipt shall be acknowledged by the President of the Corporation or his or her designee, the schedules shall be considered incorporated into this Agreement. Each schedule shall indicate the title of the series of Certificates to which it relates. Upon the issuance of any

bonds refunding one or more series of Certificates, the City will provide the Corporation with a revised schedule of principal and interest payments, which receipt shall be acknowledged by the President of the Corporation or his or her designee, and such schedule shall be considered incorporated into this Agreement. The Corporation agrees to pay to the City amounts sufficient to make the principal and interest payments described in such refunding bond schedules not later than fifteen (15) days before each payment is due.

(c) The Corporation agrees that during the term of this Agreement it will not borrow any money or issue any bonds or notes without the written approval of the City.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

- Section 2.01 Representations and Warranties of the City. (a) The City hereby confirms the earlier levy by the City of the Additional Sales Tax, and hereby warrants and represents that the City has duly and lawfully ordered the imposition and collection of the Additional Sales Tax upon all sales, uses and transactions as are permitted by and described in the Act throughout the boundaries of the City as such boundaries existed on the date of said election and as they may be expanded from time to time pursuant to applicable law.
- (b) The City agrees to take and pursue all action permissible under applicable law to cause the Additional Sales Tax to be collected and remitted and deposited with the Corporation as required by the Act, at the earliest and most frequent times permitted by applicable law.
- (c) The City agrees to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under this Agreement.
- Section 2.02 <u>Representations and Warranties of the Corporation</u>. (a) The Corporation represents and warrants that it is and will be authorized by applicable law and by its articles of incorporation and bylaws to enter into this Agreement and make the payments to the City in the manner and to the extent provided in this Agreement.
- (b) The Corporation represents and warrants that the Authorized Project is an authorized project of the Corporation under the Act, and that the Corporation has taken all action and obtained all approvals required by law and the Corporation's bylaws in order to proceed with the Authorized Project and to undertake its obligations under this Agreement.
- (c) The Corporation agrees to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Corporation under this Agreement.
- (d) The Corporation represents and warrants that this Agreement constitutes a valid, legal and binding obligation of the Corporation enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting creditors' rights, and that the execution and delivery of this Agreement will not conflict with or constitute a material breach of or a default under any agreement or instrument to which the Corporation is a party.

ARTICLE III

MISCELLANEOUS PROVISIONS

- Section 3.01 <u>Term</u>. This Agreement shall be in force and effect from the date of execution hereof until the date on which the Certificates or bonds issued to refund the Certificates are paid in full.
- Section 3.02 <u>Amendments and Supplements</u>. This Agreement may be amended, supplemented or extended by mutual agreement of the City and the Corporation.
- Section 3.03 <u>Merger</u>. This Agreement embodies the entire understanding between the City and the Corporation and there are no prior effective representations, warranties, or agreements between the City and the Corporation with respect to the matters addressed in this Agreement.
- Section 3.04 <u>Multiple Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original instrument and each will have the force and effect of an original and all of which together constitute, and will be deemed to constitute, one and the same instrument.
- Section 3.05 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- Section 3.06 <u>Severability</u>. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application hereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

[Signature Page Follows]

EXECUTED in multiple counterparts as of the date first written above.

	CITY OF ANGLETON, TEXAS
	By: Mayor, John Wright
ATTEST:	
By:City Secretary, Michelle Perez	
By: City Attorney, Judith El Masri Randle Law Office, Ltd., LLP	
	ANGLETON BETTER LIVING CORPORATION
	By:
ATTEST:	
By:Secretary, Board of Directors	

SCHEDULE I

Debt Service Schedule

The debt service schedule for each series of Certificates or refunding bonds will be provided in connection with pricing of such Certificates or refunding bonds and incorporated herein as provided in Section 1.04 of this Agreement.

Schedule I 109

City of Angleton, Texas Combination Tax & Revenue Certificates of Obligation Series 2024 Proforma Debt Service ⁽¹⁾⁽²⁾

Period Ending	Principal	Interest	Debt Service
9/30/2024		62,002.50	62,002.50
9/30/2025	115,000	174,275.00	289,275.00
9/30/2026	120,000	168,400.00	288,400.00
9/30/2027	125,000	162,275.00	287,275.00
9/30/2028	130,000	155,900.00	285,900.00
9/30/2029	140,000	149,150.00	289,150.00
9/30/2030	145,000	142,025.00	287,025.00
9/30/2031	150,000	134,650.00	284,650.00
9/30/2032	160,000	126,900.00	286,900.00
9/30/2033	170,000	118,650.00	288,650.00
9/30/2034	175,000	110,025.00	285,025.00
9/30/2035	185,000	101,025.00	286,025.00
9/30/2036	195,000	91,525.00	286,525.00
9/30/2037	205,000	81,525.00	286,525.00
9/30/2038	215,000	71,025.00	286,025.00
9/30/2039	225,000	60,025.00	285,025.00
9/30/2040	240,000	48,400.00	288,400.00
9/30/2041	250,000	37,400.00	287,400.00
9/30/2042	260,000	27,200.00	287,200.00
9/30/2043	270,000	16,600.00	286,600.00
9/30/2044	280,000	5,600.00	285,600.00
	3,755,000	2,044,577.50	5,799,577.50

⁽¹⁾ Preliminary, subject to change in connection with the pricing of the Certificates of Obligation.

⁽²⁾ Interest is set at an assumed rate for purposes of illustration.



MEETING DATE: 2/13/2024

PREPARED BY: Phill Conner

AGENDA CONTENT: Discussion and possible action on a resolution authorizing the mayor to sign an

interlocal agreement with the City of Granbury, TX, for cooperative purchasing.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$57,502 FUNDS REQUESTED: \$35,364

FUND: 03 - Water Fund

EXECUTIVE SUMMARY:

In fiscal year 22-23, the Utility Billing department spent \$61,667 on printing, stuffing, and mailing utility bills and late notices. It takes one clerk 2 - 4 days to print, fold, and stuff the bills in preparation for mailing. Due to the folding/stuffing machine breaking down, it is taking two days (at least) for a service rep to fix the machine. The machine has had to be repaired 16 times since the date of purchase in July 2021. Due to delayed repairs, we once asked the City of Lake Jackson to fold and stuff our statements; then, on Feb. 2, 2024, all bills were folded by hand, utilizing 15 city hall staff members over a day and a half, causing those staff members to step away from their department task.

The City of Granbury, TX, has an agreement with the firm InfoSend to print and mail their utility bills. Based on InfoSend's contract with the City of Granbury, it will cost us \$35,364 to have our bills/late notices printed and mailed by InfoSend.

RECOMMENDATION:

Staff recommends the Council approve resolution #20240213-008 authorizing the mayor to sign an interlocal cooperative purchasing agreement with the City of Granbury, TX.

RESOLUTION NO. 20240213-008

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE FOR ON AND ON BEHALF OF THE CITY OF ANGLETON AN AGREEMENT FOR COOPERATIVE PURCHASING BY AND BETWEEN THE CITY OF ROSENBERG AND THE CITY OF GRANBURY TO ESTABLISH A COOPERATIVE PURCHASING PROGRAM FOR A TERM OF ONE (1) YEAR; FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Subchapter F, Chapter 271 of the Texas Local Government Code authorizes local governments to participate I cooperative purchasing programs with a local cooperative organization of this state to purchase goods or services through contracts currently existing between the local cooperative organization and a vendor; and

WHEREAS, such cooperative purchasing programs satisfy the State law competitive bid requirements; and

WHEREAS, each party has and will obtain competitive bids for the purchases of goods and services; and

WHEREAS, the City of Granbury, Texas and the City of Angleton Texas desire to enter into an agreement to establish a cooperative purchasing program and City council desires to authorize the City Manager to negotiate and execute an agreement.

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

SECTION 1. That the findings set out in the preamble to this resolution are in all things approved and adopted.

SECTION 2. That the City Council of the City of Angleton, Texas, authorizes the City Manager to negotiate and execute an Agreement for Cooperative Purchasing with the City of Granbury, Texas, and a copy of said Agreement is attached as Exhibit "A" and made a part hereof for all purposes.

SECTION 3. That the meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

SECTION 4. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED THIS THE 13th DAY OF FEBRUARY, 2024.

	CITY OF ANGLETON, TEXAS
	John Wright Mayor
ATTEST:	
Michelle Perez, TRMC City Secretary	

COOPERATIVE PURCHASING PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF GRANBURY AND THE CITY OF ANGLETON, TEXAS

THIS AGREEMENT is made and entered into by and between the **CITY OF GRANBURY, TEXAS**, a home-rule municipal corporation located in Hood County, Texas (hereinafter referred to as "Granbury"), and the **CITY OF ANGLETON, TEXAS**, a home-rule municipal corporation located in Brazoria County, Texas (hereinafter referred to as "Angleton").

WHEREAS, this Agreement is authorized by Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, Section 271.I02 of the Texas Local Government Code, authorizes local governments to participate in cooperative purchasing programs with other local governments to purchase goods or services pursuant to contracts currently existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

WHEREAS, such cooperative purchasing programs satisfy the state law competitive bid requirements and each party has and will obtain competitive bids for the purchase of goods and services; and

WHEREAS, Granbury and Angleton desire to enter into a cooperative purchasing program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and

NOW, THEREFORE, Granbury and Angleton, for the mutual consideration hereinafter stated, agree as follows:

I. EFFECTIVE DATE/TERM

This Agreement shall be effective upon execution by the parties. This Agreement shall continue in effect on an annual basis, unless one of the parties indicates in writing to the other party their intent to terminate this Agreement pursuant to **Section IV.** before the end of the contract year in question.

II. DUTIES OF GRANBURY

Granbury agrees to participate in the Angleton cooperative purchasing program and agrees that it may buy goods and services from those vendors Angleton solicits for competitive bids. Granbury also agrees to prepare, execute, and administer its own contract for the goods or services in question with the vendor at the prices bid and accepted by Angleton, and Angleton shall not be a party to the agreement between vendor and Granbury. Angleton shall have no obligations for payment to vendor for any services or goods incurred by any party other than Angleton. Any payments owed the vendor for services or goods shall be paid directly by Granbury. Granbury will be

responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

III. DUTIES OF ANGLETON

Angleton agrees to participate in the Granbury cooperative purchasing program and agrees that it may buy goods and services from those vendors that Granbury solicits for competitive bids. Angleton also agrees to prepare, execute, and administer its own contract for the goods or services in question with the vendor at the prices bid and accepted by Granbury, and Granbury shall not be a party to the agreement between vendor and Angleton. Granbury shall have no obligations for payment to vendor for any services or goods incurred by any party other than Granbury. Any payments owed the vendor for services or goods shall be paid directly by Angleton. Angleton will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery, warranty enforcement, and any other terms or conditions of its agreement with the vendor.

IV. TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (30) days advance written notice to the other party.

V. NOTICE

Notice as required by this Agreement shall be in writing delivered to the parties by facsimile or certified mail at the addresses listed below. Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

GRANBURY

Chris Coffman
City Manager
116 W. Bridge St.
Granbury, TX 76048
Telephone: (817) 573-1114

Facsimile: (817) 573-2779

ANGLETON

Chris Whittaker City Manager 121 S. Velasco Angleton, TX 77515 Telephone: (979) 849-4364

Facsimile: (979) 849-5561

VI. HOLD HARMLESS; MUTUAL RESPONSIBILITY

Each party does hereby agree to the extent permissible by law to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

Granbury and Angleton agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each party is not an agent of the other entity and that each party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents or employees in conjunction with the performance of services covered under this Agreement, without waiving any governmental immunity available to Granbury or Angleton under Texas law and without waiving any defenses of Granbury or Angleton under Texas law. The provisions of this section are solely for the benefit of Granbury and Angleton and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VII. ENTIRE AGREEMENT

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement cannot be modified without written supplemental agreement executed by both parties.

VIII. VENUE; GOVERNING LAW

Exclusive venue in the event litigation is required to enforce rights or responsibilities under this Agreement shall be in Collin County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

IX. SEVERABILITY

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intent to terminate.

X. AUTHORITY TO SIGN/COUNCIL AUTHORIZATION

XI. ASSIGNMENT AND SUBLETTING

The parties agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of both parties.

XII. INTERPRETATION OF AGREEMENT

This is a negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

XIII. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver of those rights or of any breach of this Agreement.

XIV. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

XVI. EFFECTIVE DATE

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

Judith ElMasri, CITY ATTORNEY



MEETING DATE: February 13, 2024

PREPARED BY: Chris Whittaker

AGENDA CONTENT: SH 288B Utilities

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

The City has been selected for the TxDOT TA Grant that will improve sidewalks to the downtown area along SH 288B from Cedar Street to Orange Street. The existing utilities in this area are old consisting of a 4" Cast Iron (CI) water line with lead joints located under the north bound lane and multiple concrete sanitary sewer crossing located mid blocks.

The city has coordinated with TxDOT on the replacement on the utilities prior to the construction of the new downtown sidewalks. TxDOT will not allow the water line to replace in the same location due to it being located under their paving and has requested that if improvements are made, to relocate the water line from under their paving.

Does the City want to replace these utilities (water and sanitary sewer) prior to the TxDOT TA Downtown Sidewalk Improvement commences or does the City want to leave the system as is and address any future issue at that time?

In preparation for this meeting, HDR and City staff has worked on a plan to abandon the existing 4" CI water line and adjust the water distribution system to create loops in the area that will provide better water quality, improve pressure, and increase fire flow protection. Several service lines to customers will have to be rerouted to the new water lines in order to keep service to the existing structure.

The sanitary sewer is old concrete pipe that has a life expectancy of approximately 50-70 years and these lines have reached their life expectance. Currently we are soliciting quotes to televise these lines to verify:

- 1. There are reports of TxDOT utilizing casing on the existing sanitary sewer that cross though their improved drainage system that was installed in the late 1990's. We need to verify if the sewer line was replaced and if it was, was it from ROW to ROW or just at the location of the casing. If it was replaced ROW to ROW there is no action needed. If not, there will need to be some form of rehabilitation if the selects to move forward with rehabilitation of the sanitary sewer.
- 2. Does the pipe still have continuous alignment through the joints (no offsets) and still form a circular shape. If the pipe has does have these and requires rehabilitation, we can us Cured in Place Pipe to

expedite the repair and eliminate the need to trench across SH 288B. If not the repair would need to be performed by open cut and require point repairs to SH 288B

The sanitary sewer in this area is all 6" and approximately 2,350 LF long. It is estimated that the cost to perform the televising of the sanitary sewer is \$13,000. We expect to have quotes in hand by the time of the council meeting.

We have put together an exhibit showing the improvements and the associated estimated construction cost (Assuming removing and replacing the sanitary sewer with point repairs to 288B). Please see attached exhibit and OPCC.

TxDOT has stated that the TA funds must be spent by a certain time and they can only extend the project by 12 months to allow for the utilities to be replaced. This means that the City will have to expedite the replacement of the utilities in the area if they elect to proceed forward with the rehabilitation.

RECOMMENDATION: Council to provide direction on how they would like to proceed.



OPINION OF PROBABLE CONSTRUCTION COST						
Water/Sewer Rehabilitation Project						
	CITY OF ANGLETON, TX					
	JANUARY 2023					
Water Li		LINUT	OLIANI	LINIT DDIOE	T	TAL AMOUNT
NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	IC	TAL AMOUNT
	I Palitems					
A) GENER	Traffic Control, including Flagmen, Signs, Barrels, Barricades, Arrow Boards, Maintaining All Weather Access	1		ı	1	
1	to Traffic, Temporary Transitions from Proposed Pavement to Existing Pavement, Relocating Existing	L.S.	1	75,000		75,000
	Mailboxes and Traffic Signs, and Temporary Mailboxes, complete in place, the sum of:	2.0.		70,000		70,000
	Temporary Sediment Control including Inlet protection barriers, Stage I and II inlets and existing inlets,					
2	including filter fabric fence, gravel bags, repair and replacement, maintenance and removal of sediments and	L.S.	1	25,000		25,000
	TDPES requirements, complete in place, the sum of:					
VATER ITE	TMC					
VAIERIIE	·					
3	Furnish and install 8-inch PVC C-900 DR18 CL 235 water line, all fittings, by augured construction as shown on plans, complete in place, the sum of:	LF	2595	\$ 85.00	¢	220,575.00
	1" wet connection, complete in place, the sum of:	EA		\$ 200.00	4	
4			1		\$	200.00
5	2" wet connection, complete in place, the sum of:	EA	3	\$ 300.00	\$	900.00
6	4" wet connection, complete in place, the sum of:	EA	3	\$ 400.00	\$	1,200.00
7	6" wet connection, complete in place, the sum of:	EA	1	\$ 1,100.00	\$	1,100.00
8	8" wet connection, complete in place, the sum of:	EA	7	\$ 1,200.00	\$	8,400.00
9	8"x8" TS&V, complete in place, the sum of:	EA	5	\$ 5,000.00	\$	25,000.00
10	Cut, plug, and abandon existing 2"-8" water line, complete in place, the sum of:	EA	7	\$ 140.00	\$	980.00
11	Short side water service connection replacement, complete in place, the sum of:	EA	9	\$ 1,000.00	\$	9,000.00
12	Long side water service connection replacement, complete in place, the sum of:	EA	13	\$ 1,300.00	\$	16,900.00
13	Remove and salvage existing fire hydrant, including gate valve and box, complete in place, the sum of:	EA	3	\$ 60.00	\$	180.00
14	Furnish and install fire hydrant assembly, including 6-inch gate valve and box and hydrant lead, complete in	EA	3	\$ 7,000.00	¢	21,000.00
15	place, the sum of: Furnish and Install 6" Gate Valve & Box, complete in place, the sum of:	FA	2	\$ 2,200,00	Ś	4,400.00
16	Furnish and Install 8" Gate Valve & Box, complete in place, the sum of:	EA	14	, , , , , , , ,	Ś	42,000.00
10	14" steel casing on 8" PVC SDR 26 water line with restrained joints throughout casing, complete in place, the		14		٠	42,000.00
17	Isum of:	LF	180	\$ 105.00	\$	18,900.00
18	Abandon valve	EA	3	\$ 200.00	\$	600.00
19	Plug existing 2"-8" water line, complete in place, the sum of:	EA	4	\$ 800.00	\$	3,200.00
B) PAVII	NG ITEMS					
	Concrete point repair including removal and disposal of existing concrete pavement and subgrade, and					
20	proposed reinforcing, joints, dowels, paving under cut, and replacement of 7" thick concrete and 12" thick	SY	277.0	\$ 180.00	_	E0.000.00
20	cement stabilized sand subgrade, complete in place, the sum of:	SF	277.8 1265	\$ 8.00	\$	50,000.00 10.120.00
21	Remove existing sidewalk and replace with 4"-thick sidewalk, complete in place, the sum of: Remove and replace existing concrete curb ramp, complete in place, the sum of:	SF FA	1265		\$	20,800.00
	TARY SEWER ITEMS	EA	8	ψ 2,000.00	۶	20,000.00
C) SANI	IANT JEVVENTIEWJ			ı		
23	8" PVC SDR 26 sanitary sewer (by auger), including bedding and backfill, complete in place, the sum of:	LF	350	\$ 155.00	\$	54,250.00
24	4' diameter sanitary sewer manhole, including bedding and backfill, complete in place, the sum of:	EA	4	\$ 4,500.00	\$	18,000.00
25	Sanitary sewer service reconnection (by excavation), including fittings, all depths, complete in place, the sum	EA	3	\$ 1,200.00	ć	3,600.00
26	of: Tie existing sanitary sewer into proposed manhole, complete in place, the sum of:	EA	3	\$ 2,500.00	\$	7,500.00
27	14" steel casing on 8" PVC sanitary sewer, complete in place, the sum of:	LF	195		\$	63,375.00
28	Plug existing 2"-8" sanitary line, complete in place, the sum of:	EA	195		\$	500.00
20	in the existing 2 -0 same yille, complete in place, the sum of.			MS TOTAL:	\$	100,000.00
			ATER ITEN		\$	374,535.00
			AVING ITEM		\$	80,920.00
				R ITEMS TOTAL:	\$	147,225.00
				JS ITEM (30%)	\$	182.740.00
			TOTAL A	, ,	\$	885,420.00
			·		7	003,420.00



MEETING DATE: February 13, 2024

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Henderson Road HGAC Tip Application

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

The City has expressed an interest in pursuing funding for the HGAC-TIP Grant for Henderson Road. HDR has previously performed a corridor traffic study and a drainage study to identify the required improvements to the roadway in preparation for this application. Currently, there are two open calls that are out that the Henderson Road would be selectable. There are the High Growth Area Needs and the Operational Improvements and Congestion Management. If selected there would be an 80/20 match required.

HDR has prepared the application and is wanting approval from council to submit the applications.

RECOMMENDATION: Approval to submit the two TIP Applications to HGAC for the Henderson Road Improvements.



MEETING DATE: February 13th, 2024

PREPARED BY: Hector Renteria

AGENDA CONTENT: Overlays

AGENDA ITEM SECTION: Regular Agenda

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

FUND:

EXECUTIVE SUMMARY: The City of Angleton has an interlocal agreement with Brazoria County to overlay asphalt streets. There have been recent changes to the way Brazoria County wants to structure these projects. This year and moving forward, the county will only allow The City of Angleton to select up to 4 roads for street overlays. However, the length of these 4 selected roads may still add up to 2 miles. In a previous council meeting the list of 9 streets was approved to move forward with for year 23-24. Since this most recent request from the county this list must be reduced to 4 roads. Attached are the proposed roads from that previous list of 9.

RECOMMENDATION: Staff recommends for council to approve this newly structured list to meet the county's new criteria.

City of Angleton FY2C FY 23/24 Preliminary Overlays

Street/Location	From	То	Length (ft)	Width (ft)	Work Description	For Office Use Only
E BRONCO BEND	N VELASCO	VALDERAS	1330	20	1.5" Mill/Overlay	
W MYRTLE	HANCOCK	ERSKINE	380	20	1.5" Mill/Overlay	
S WALKER	BRYAN	Last Residential Drive	1440	20	1.5" Mill/Overlay	
W WILKINS	274	WARREN/ANCHOR	1465	20	1.5" Mill/Overlay	
ANCHOR RD	W WILKINS	W MILLER	1105	20	1.5" Mill/Overlay	
W CEDAR	N PARRISH	N WALKER	1150	20	1.5" Mill/Overlay	
N COLUMBIA	MILLER	W LIVE OAK	980	20	1.5" Mill/Overlay	
MARSHALL	W LIVE OAK	W LIVE OAK	1770	20	1.5" Mill/Overlay	
W LOCUST	PARRISH	WALKER	775	20	1.5" Mill/Overlay	
		TOTAL	10395	1.97		

\$0.00

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
S. Walker	Bryan St – City Limit	3,120	20	1.5" Mill/Overlay	
W Wilkins	274 – Anchor Road	1,465	20	1.5" Mill/Overlay	
W Cedar	N Parrish – N Walker	1,150	20	1.5" Mill/Overlay	
Anchor Road	W Wilkins - 274	1,910	20	1.5" Mill/Overlay	

Note: Must have Mayoral approval

Return to: County Engineer's Office

Engineer-interlocals@brazoriacountytx.gov

Approved By: Mayor	
Date	



MEETING DATE: February 13, 2024

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

AGENDA CONTENT: Discussion and Annual Update of the Windrose Green Subdivision

Development by the developer.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None. FUNDS REQUESTED: None.

FUND: None

EXECUTIVE SUMMARY:

Based on Article II, Sec. 2.1 of the Water and Wastewater Services Agreement with the City of Angleton, the developers for Windrose Green hope to provide City Council an update to the development and the up-date Build-Out Schedule for 2024.

A presentation outline has been provided as well as the Concept Plan which depicts the entire development phases.

RECOMMENDATION:

Staff recommends the council hold discussion and receive the development update.



MEETING DATE: February 13, 2024

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

AGENDA CONTENT: Discussion and Annual Update of the Riverwood Ranch Subdivision

Development by the developer.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None. FUNDS REQUESTED: None.

FUND: None

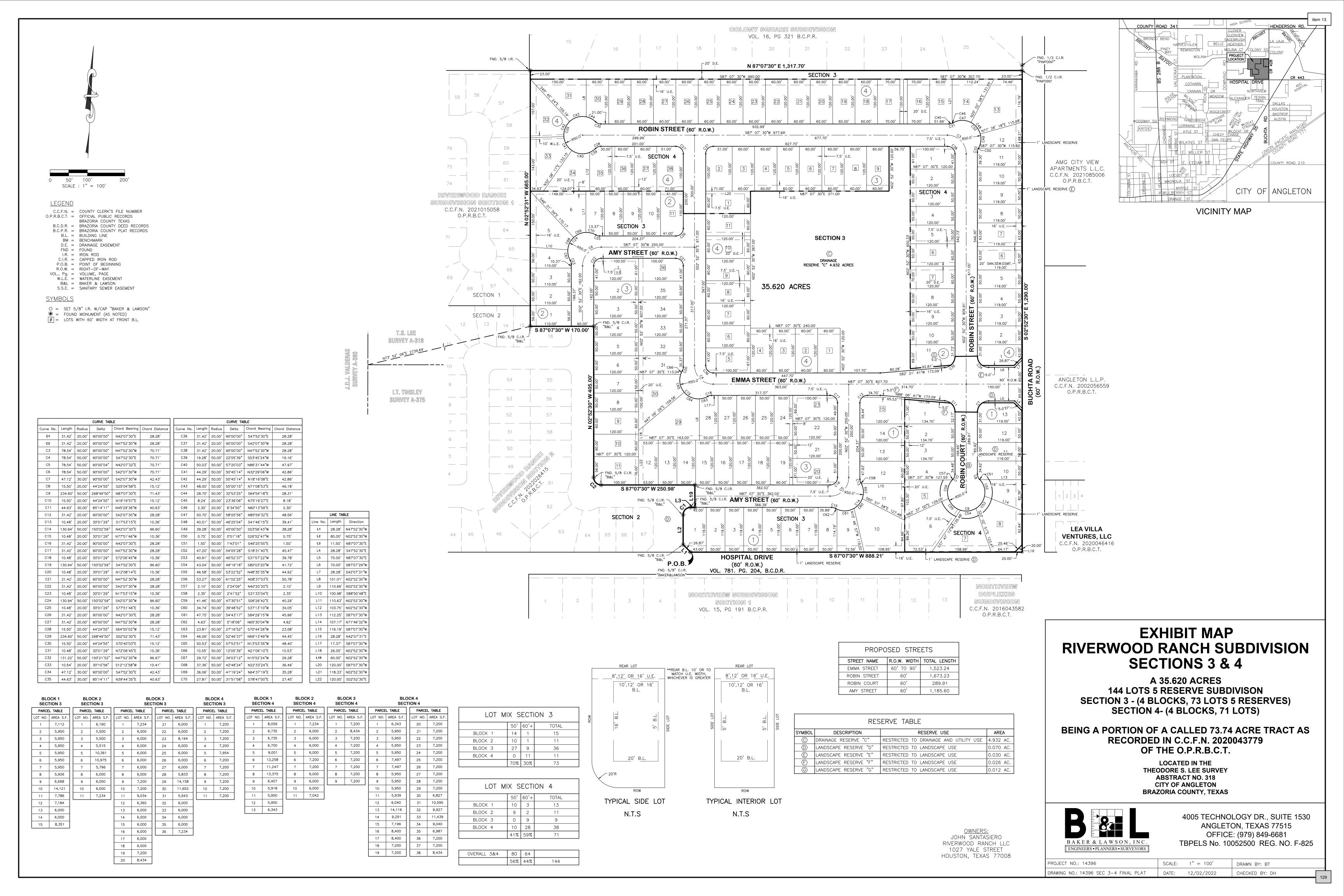
EXECUTIVE SUMMARY:

Final Plats for Riverwood Ranch Subdivision Sections 1 and 2 were previously approved, located north of Hospital Dr between Buchta & N Downing. Final plats of Riverwood Ranch Section 3 and Section 4 were later approved by the Summer of 2023. The proposed final plats consist of 73 lots on 35.62 acres (Section 3); and 71 single family residential lots (Section 4) on approximately 15.2 acres.

The developers Michael Foley and Brian Jarrard will provide the city council with an update and timeline for the last two phases and sections.

RECOMMENDATION:

Staff recommends the council hold discussion and receive the development update.





MEETING DATE: February 13, 2024

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

AGENDA CONTENT: Discussion and possible action on the Development Agreement for

Anderson Place Subdivision between Mr. Bobby A. Weaver and the City of Angleton, for a 16-lot subdivision located on the east side of S.

Anderson Street, between Southside Dr. and Cemetery Rd.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

The subject property consists of 4.8764 acres that was platted into 16 lots in October 2019 (final plat (Exhibit B) was recorded on February 13, 2020). While the plat is for 18 lots, Lots 2 and 12 both have/had existing houses under other ownership. The TPP applies only to Lots 1, 3-11, and 13-18. Parts of the subject property were once used as a pecan orchard.

The property was previously platted as noted, having a former executed Development Agreement established with the City by a different developer- Waterstone Development Group LLC on December 10, 2019. The land never sold to Waterstone as planned and provisioned escrow deposit was refunded back to the previous developer.

The proposed agreement outlines the various protections that give assurance that the developer will complete the proposed subdivision in accordance with the requirement in-place for the City.

Details regarding Parkland Dedication, adjusted Capacity Acquisition Fees (CAF fees/Exhibit C) for sewer and water (with credits noted in Exhibit D) have all been verified updated and coordinated within the D.A. Because there are no common areas in this 16 lot configuration, the Developer will not create an HOA, but has drafted Subdivision Deed Covenants as included in "Exhibit G", to be filed and recorded with Brazoria County.

Pursuant to Chapter 23 Land Development Code, Section 23-60, a Heritage Tree Survey/Tree Preservation Plan (TPP) is required as part of the development process.

If design solutions are not available to preserve heritage trees, the developer shall be required to determine the collective caliper of the heritage trees proposed to be removed and multiply that figure by three, to determine the aggregate amount of tree caliper that must be provided to replace removed

heritage trees. Heritage trees may be replaced with another heritage tree or a tree on the significant tree species classified list. This requirement can be satisfied with the planting of many trees, a few trees, or one tree; provided that the aggregate replacement caliper is equal the existing aggregate proposed to be replaced times three.

Since the last discussion of the Heritage Tree requirements on August 24, 2021, the current owner and developer has hired an arborist to evaluate and analyze the tree inventory and a new plan (Exhibit F attached) has been presented depicting a number of the damaged trees which could not be saved and would thus fall under the code provision, Section 23-60 Heritage Tree Protection, Section E. 4.

E. Exceptions. The requirements of this section shall not be applicable when:

4. Damaged or diseased trees that are beyond the point of recovery, in danger of falling, or endangering public health, welfare, property, or safety; ...

RECOMMENDATION:

Staff recommends approval of the Anderson Place Development Agreement as presented, subject to final approval by the City Attorney. project.

DEVELOPMENT AGREEMENT BETWEEN

THE CITY OF ANGLETON, TEXAS AND BOBBY A. WEAVER

This Development Agreement (this "Agreement") is made and entered into by the City of Angleton, Texas (the "City"), a home-rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council of the City of Angleton, Texas, and Bobby A. Weaver, an Individual owner and developer, ("Developer").

WHEREAS, Developer is the owner of certain Property containing approximately 4.8764 acres of land located within the corporate boundaries of the City, and more particularly described in **Exhibit "A"** attached and incorporated herein by reference (the "Property"); and

WHEREAS, Developer plans to develop the Property into a residential subdivision to be known as Anderson Place, which subdivision will consist of 16 (sixteen) lots (the "Project") as depicted on the Final Plat of Anderson Place attached hereto as **Exhibit "B"** and incorporated herein by reference (the "Plat"); and

WHEREAS, the Property is zoned SF-7.2 district; and

WHEREAS, the Developer, and the City desire to enter into this Agreement and it is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Property, the City and the Developer are proceeding in reliance on the enforceability of this Agreement; and

WHEREAS, the City is authorized by the Constitution and laws of the State of Texas to enter into this Agreement, including Section 212.172 of the Texas Local Government Code,

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

Definitions

The terms "Agreement", "City", "Developer", "Anderson Place", "Project" shall have the meanings provided in the recitals above, however "Property" is further defined as a residential subdivision which will consist of ten (10) lots developed on 4.8764 acres of land described in **Exhibit "A".** Except as may be otherwise defined, or the context clearly requires otherwise, the following terms and phrases used in this Agreement shall have the meanings as follows:

Capacity Acquisition Fee means the fee that is a one-time charge to Developer by the City and is a fee based on the roughly proportional fair share guidelines and standards set forth in Ordinance Number 20190528-021 adopting a Capacity Acquisition Fee, and LDC Sec. 23-32 per Equivalent Single-family Connection ("ESFC") platted to cover the capital costs incurred by the City and as related to the provision of water supply and sewage treatment.

Development Ordinances means those regulations adopted by ordinance by the City of Angleton, in Chapter 23 Land Development Code ("LDC"), and Chapter 28 Zoning, Code of Ordinances of the City of Angleton, Texas, and not including any future amendments or changes, except future amendments or changes exempted from Chapter 245, Local Government Code, Section 245.004; provided, however, that Developer may elect to have such future amendments or changes apply to the development of the Property.

HOA means the homeowners association(s) for the homes within the Property.

Utility Improvements means all infrastructure, public developments including but not limited to water, wastewater drainage system, and sanitary sewer utilities for the Project.

Effective Date means the date of mutual execution by all necessary parties on this Agreement.

ARTICLE I

Covenants

- 1.01 **Permitted Uses.** Uses in the Project shall be those permitted by the SF-7.2 zoning district or its successors.
- 1.02 **Height Restrictions.** No dwellings built at the Project shall exceed a maximum height of thirty-five feet (35') or be more than two and one-half (2.5) stories tall.
- 1.03 **Lot Dimensions.** The lots shall be constructed in accordance with and shall be of the size depicted on the Plat.
- 1.04 **Compliance with Additional City Ordinances.** In addition to those ordinances applicable to the Project by virtue of its zoning as a Section 28-45 SF-7.2, and as otherwise set forth in the Ordinance, the Project shall also comply with the Development Ordinances.
- 1.05 **Fees-in-Lieu.** The Developer agrees to pay City fees in lieu of dedication of park acres in the amount of five thousand seven hundred fifty and No/100 Dollars (\$5,750.00). The fee is calculated at the rate of ten residential lots at Five Hundred Seventy-Five and No/100 Dollars (\$575.00) per lot for all ten (10) residential lots prior to recording of any final plat of the Project, as set forth in Sec. 23-20 of the Angleton Code of Ordinances.
- 1.06 **CAF Fees.** Developer agrees to pay CAF fees. The CAF fees shall be in the amount set forth in the Capacity Acquisition Fee Memo attached hereto as **Exhibit "C" CAF Fees.** Developer agrees to pay CAF fees. The CAF fees shall be in the amount set forth in the Capacity Acquisition Fee Memo attached hereto as **Exhibit "C"**. Out of the 18 lots on the Recorded "Final Plat Anderson Place Subdivision" 4 Lots had previously been platted as show in **Exhibit "E"** Pecan Park Terrace in June 1962 and there are two existing homes located at 1015 S. Anderson Street and 1055 S. Anderson Streets. The Capacity Acquisition Fee will be calculated for 12 Lots at a rate of \$2,890.05 per lot for a total of \$\$34,680.60. City and the Developer agree to a credit to the CAF fee for the amount shown on **Exhibit "D"**. The credit is for replacement of an existing 12" sanitary sewer main located on the property that is utilized for regional service. The credit amount is for

\$28,350.00 The total due CAF fee collected before a building permit will be issued is \$6,330.60.

- 1.07 Fencing. Developer is not required to install perimeter fencing within this development.. All fencing installed on individual lots shall remain in accordance with Chapter 28, Zoning, Section 2-104, Fencing, walls and screening requirements.
 - 1.08**Heritage Tree.** The Heritage Plan as shown on Exhibit "F" shall remain in

force as approved. All 16 lots shall comply with the approved Heritage Tree Preservation Plan with required minimum lot setback requirements.

- 1.09 **Conflict.** Notwithstanding the foregoing provisions of this section: (i) in the event of a conflict with Agreement and the Development Ordinances, the Development Ordinances shall prevail.
- 1.10 **Homeowner's Association.** Developer will not a create a Homeowner's Association, but will file and record Exhibit G: Declaration of Covenants, Conditions and Restrictions for Anderson Place Subdivision and will enforce the restrictions set forth herein.
- 1.11 **Design Standards for Public Improvements.** The Developer shall provide streets, drainage, utilities, parks and recreational facilities according to the Development Plan at Developer's sole cost. All facilities shall comply with the City's design criteria set forth in the Development Ordinances for such streets, paving, drainage, water, and wastewater,; and, shall be subject to the approval of the City Engineer, Planning Commission and City Council as provided in the Development Ordinance.
- 1.12 **Notification.** The City shall notify the Developer in writing of any alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

ARTICLE II

PROVISIONS FOR DESIGNATED MORTGAGEE

- **2.01 Notice to Designated Mortgagee.** Pursuant to Section 4.03, any Designated Mortgagee shall be entitled to simultaneous notice any time that a provision of this Agreement requires notice to Developer.
- **2.02 Right of Designated Mortgagee to Cure Default.** Any Designated Mortgagee shall have the right, but not the obligation, to cure any default in accordance with the provisions of Section 2.03 and Article II.
- **2.03 Designated Mortgagee.** At any time after execution and recordation in the Real Property Records of Brazoria County, Texas, of any mortgage, deed of trust, or security agreement encumbering the Tract or any portion thereof, the Developer (a) shall notify the City

in writing that the mortgage, deed of trust, or security agreement has been given and executed by the Developer, and (b) may change the Developer's address for notice pursuant to Section 5.05 to include the address of the Designated Mortgagee to which it desires copies of notice to be provided.

- (a) At such time as a full and final release of any such lien is filed in the Real Property Records of Brazoria County, Texas, and the Developer gives notice of such release to the City as provided herein, all rights and obligations of the City with respect to the Designated Mortgagee under this Agreement shall terminate.
- (b) The City agrees that it may not exercise any remedies of default hereunder unless and until the Designated Mortgagee has been given thirty (30) days written notice and opportunity to cure (or commences to cure and thereafter continues in good faith and with due diligence to complete the cure) the default complained of. Whenever consent is required to amend a particular provision of this Agreement or to terminate this Agreement, the City and the Developer agree that this Agreement may not be so amended or terminated without the consent of such Designated Mortgagee; provided, however, consent of a Designated Mortgagee shall only be required to the extent the lands mortgaged to such Designated Mortgagee would be affected by such amendment or termination.
- (c) Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee of its security instrument executed by the Developer encumbering the Tract, such Designated Mortgagee (and its affiliates) and their successors and assigns shall not be liable under this Agreement for any defaults that are in existence at the time of such foreclosure (or deed in lieu of foreclosure). Furthermore, so long as such Designated Mortgagee (or its affiliates) is only maintaining the Tract and marketing it for sale and is not actively involved in the development of the Tract, such Designated Mortgagee (and its affiliates) shall not be liable under this Agreement. Upon foreclosure (or deed in lieu of foreclosure) by a Designated Mortgagee, any development of the property shall be in accordance with this Agreement.
- (d) If the Designated Mortgagee or any of its affiliates and their respective successors and assigns, undertakes development activity, the Designated Mortgagee shall be bound by the terms of this Agreement. However, under no circumstances shall such Designated Mortgagee ever have liability for matters arising either prior to, or subsequent to, its actual period of ownership of the Tract, or a portion thereof, acquired through foreclosure (or deed in lieu of foreclosure).

ARTICLE III

PROVISIONS FOR DEVELOPER

3.01 Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act"), that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a

"Taking" of Developer's, Developer's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act, provided, however, that this waiver does not apply to, and the Developer and Developer's grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

3.02 Developer's Right to Continue Development. The City and the Developer hereby agree that, subject to Section 5.04 of this Agreement, the Developer may sell all or a portion of the Tract to one or more Persons who shall be bound by this Agreement and perform the obligations of Developer hereunder relative to the portion of the Tract acquired by such Persons, provided that the Developer shall retain ultimate responsibility for complying with the terms of this Agreement unless the City agrees in writing that the purchaser shall be responsible for and perform the Developer's obligations, which such consent shall not be unreasonably delayed, conditioned, or withheld.

ARTICLE IV

MATERIAL BREACH, NOTICE AND REMEDIES

- **4.01 Material Breach of Agreement.** It is the intention of the parties to this Agreementthat the Property be developed in accordance with the terms of this Agreement.
- (a) The parties acknowledge and agree that any material deviation from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be a material breach of this Agreement. A material breach of this Agreement by Developer shall be deemed to have occurred upon the failure of the Developer to substantially comply with a provision of this Agreement or the Development Ordinances applicable to the Property.
- (b) The parties agree that nothing in this Agreement can compel the Developer to proceed or continue to develop the Property within any time period.
- (c) The parties acknowledge and agree that any substantial deviation by the City from the material terms of this Agreement would frustrate the intent of this Agreement and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the City shall bedeemed to have occurred in any of the following instances:
 - 1. The imposition or attempted imposition of any moratorium on building or growth on the Property prohibited by State law or that treats development authorized under this Agreement differently than other development occurring throughout the City's regulatory jurisdiction;
 - 2. The imposition of a requirement to provide regionalization or oversizing of public utilities through some method substantially or materially different than as set forth in this Agreement;
 - 3. An attempt by the City to enforce any City ordinance within the Property that is inconsistent with the terms and conditions of this Agreement, unless such ordinance is required by state or federal law; or
 - 4. An attempt by the City to unreasonably withhold approval of a plat of landwithin the Property that complies with the requirements of this Agreement.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Agreement shall provide the remedies for such default.

4.02 Notice of Developer's Default

- (a) The City shall notify the Developer and any mortgagee of all or any part of the Property designated by Developer to receive such notices (a "Designated Mortgagee") in writing of an alleged failure by the Developer to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The alleged defaulting Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.
 - (b) The City shall exercise good faith to determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the alleged defaulting Developer or a Designated Mortgagee. The alleged defaulting Developer shall make available to the City, if requested, any records, documents, or other information necessary to make the determination.
 - (c) In the event that the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that such failure is excusable, such determination shall conclude the investigation.
 - (d) If the City determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the alleged defaulting Developer or a Designated Mortgagee in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City Council may proceed to mediation under Section 4.04 and subsequently exercise the applicable remedy under Section 4.05.

4.03 Notice of City's Default.

- (a) The Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of such notice or such longer period of time as the Developer may specify in such notice, either cure such alleged failure or, in a written response to the Developer, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.
- (b) The Developer shall exercise good faith to determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents, or other information necessary to make the determination.

- (c) In the event that the Developer determines that such failure has not occurred or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.
- (d) If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer may proceed to mediation under Section 4.04 and subsequently exercise the applicable remedy under Section 4.05.
- 4.04 **Mediation.** In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in Sections 4.02 or 4.03, the parties agree to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within fourteen (14) days after the mediation is initiated or thirty (30) days after mediation is requested, whichever is later. The parties participating in the mediation shall share the costs of the mediation equally.

4.05 Remedies.

- (a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 4.04, the City may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and or termination of this Agreement as to the breaching Developer.
- (b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation pursuant to Section 4.04, the Developer may, without expanding City's liability beyond the statutory limits of the Texas Tort Claims Act or under other law; and, without the City waiving or demising its immunity beyond the scope of that allowed by the Texas Tort Claims Act or other law, and without the City ever being liable for Developer's consequential, special, indirect or incidental losses or damages, file suit in a court of competent jurisdiction in Brazoria County, Texas, for the limited remedy of seeking City's specific performance of its obligations under this Agreement.

ARTICLE V ADDITIONAL TERMS

- 5.01 This Agreement shall be effective upon the mutual execution of this Agreement (the "Effective Date") and shall terminate 15 years from the date of execution.
- 5.02 Any person who acquires the Property or any portion of the Property shall take the Property subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors and assigns, as provided herein; provided, however, notwithstanding anything to the contrary herein, the Developer's assignee shall not acquire the rights and obligations of Developer unless Developer expressly states in the deed of conveyance or by separate instrument placed of record that said assign is to become the Developer for purposes of this Agreement and notice is sent by the Developer to the City. Any contract, agreement to sell land, or instrument of conveyance

of land which is a part of the Property shall recite and incorporate this Agreement as binding on any purchaser or assignee. Notwithstanding the above if developer sells the lots to its own or other builders the subject and terms of this agreement shall automatically pass with the lot to said builder who shall retain the rights and obligations of this agreement which shall be set out in a separate recorded document.

- 5.03 This Agreement may be amended only upon written amendment executed by the City and Developer. In the event Developer sells any portion of the Property, the Developer may assign to such purchaser the right to amend this Agreement as to such purchased property by written assignment and notice thereof to the City. Such assignment shall not grant such purchaser the authority to amend this Agreement as to any other portions of the Property.
- 5.04 The Developer shall notify the City within fifteen (15) business days after any substantial change in ownership or control of the Developer. As used herein, the words "substantial change in ownership or control" shall mean a change of more than 49% of the stock or equitable ownership of the Developer. Any contract or agreement for the sale, transfer, or assignment of control or ownership of the Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.
- 5.05 The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, or (d) by sending the same by telefax with confirming copy sent by mail.

City: City of Angleton

Chris Whittaker City Manager 121 S. Velasco

Angleton, Texas 77515 Attn: City Secretary

Developer: Bobby A. Weaver

307 Creekside Lane

Lake Jackson, Texas 77566

With copy to: J. Grady Randle

Randle Law Office LTD, LLP 820 Gessner, Suite 1570 Houston, Texas 77024

- 5.06 Time is of the essence in all things pertaining to the performance of the provisions of this Agreement.
 - 5.07 **INDEMNIFICATION.** DEVELOPER HEREBY BINDS ITSELF, ITS

SUCCESSORS, ASSIGNS, AGENTS, CONTRACTORS, OFFICERS AND DIRECTORS TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) ASSOCIATED WITH ANY PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR IN ANYWAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT BY DEVELOPER UNLESS SUCH DAMAGE IS CAUSED BY THE INTENTIONAL OR WILLFUL MISCONDUCT OF THE CITY.

- 5.08 If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.
- 5.09 Any failure by a party hereto to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement, unless otherwise expressly provided herein or in a writing signed by the Party alleged to be waiving any such right.
- 5.10 The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.
- 5.11 To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, including sovereign immunity, except to enforce any rights and remedies under this Agreement.
- 5.12 The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties. The City has exclusive control over and under the public highways, streets, and alleys of the City.
- 5.13 This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.
- 5.14 This Agreement is entered solely by and between and may be enforced only by and among the parties hereto. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
- 5.15 The parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that either the City incur debt, assess, or collect funds, or create a sinking fund.
- 5.16 THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY RETAINS ALL

GOVERNMENTAL IMMUNITIES.

- 5.17 This Agreement shall not be assigned by either Party without the express written consent of the other Parties.
- 5.18 **Further Documents.** The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.
- 5.19 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.
- 5.20 **Effect of State and Federal Laws.** Notwithstanding any other provisions of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances not in conflict with this Agreement, and any rules implementing such statutes or regulations.
- 5.21 **Authority for Execution.** The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter, City ordinances and laws of the State of Texas. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws of such entity.
- 5.22 **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein or in a writing signed by the Party alleged to be waiving any such right.
- 5.23 **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreementto be effective as of the Effective Date.

[Signature Page Immediately Follows]

CITY OF ANGLETON, TEXAS

	By:	
	John Wright, Mayo	or
	Date:	
ATTEST		
By:		
Michelle Perez, City Secretary		
Date:		
THE STATE OF TEXAS		
COUNTY OF BRAZORIA		
This instrument was acknowledged before	me on	, 2024
By John Wright, Mayor of the City Anglet	ton, Texas.	
	Notary Public, State	of Texas

	DEVELOPER and OWNER	
	Bobby A. Weaver	
	Date:	
THE STATE OF TEXAS		
COUNTY OF BRAZORIA		
This instrument was acknowledged be	efore me, the undersigned authority, this	day of
by B		
	Notary Public, State of Texas	S

EXHIBIT "A"

The Property

FIELD NOTES FOR 4.8764 ACRE

Being a tract of land containing 4.8764 acres (212,415 square feet), located within I.T. Tinsley, Survey, Abstract Number (No.) 375, in Brazoria County, Texas; Said 4.8764 acre tract being all of Lots 1, 2, 3, and 4, Block 1 of Pecan Park Terrace, a subdivision recorded in Volume (Vol.) 9, Page 25 of the Brazoria County Plat Records (B.C.P.R.), being a portion of a tract recorded in the name of the Estate of Rosie Mae Oberhelman under Brazoria County Clerk's File (B.C.C.F.) No. 2001053988 and all of a called 0.4183 acre tract recorded in the name of Jose Ochoa under B.C.C.F. No. 2019024215; Said 4.8764 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a 1/2-inch iron rod found in the southeast corner of the right-of-way (R.O.W.) intersection of Southside Drive (sixty feet per, Volume 9, Page 25 B.C.P.R.) and South Anderson Street (sixty feet wide per Vol. 9, Pg. 25 B.C.P.R.) at the northwest corner of said Lot 1, and the herein described tract;

THENCE, with the south line of said Southside Drive, North 87 degrees 06 minutes 05 seconds East, a distance of 174.86 feet to 1/2-inch iron rod found at the northeast corner of said Lot 1, for the northwest corner of Lot 5, Block 1 of said Pecan Park Terrace, for the northeast corner of the herein described tract;

THENCE, with the west lines of Lots 5-9 of said Block 1, and the east lines of said Lots 1-4, Block 1 of said Pecan Park Terrace, South 02 degrees 51 minutes 59 seconds East, a distance of 376.10 feet to a 1/2-inch iron rod found at the southwest corner of said Lot 9, being the southeast corner of said Lot 4;

THENCE, with the west line of said Block 1, South 02 degrees 50 minutes 58 seconds East, a distance of 835.12 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the north line of Cemetery Road (width varies, Vol. 29, Pg. 75 B.C.D.R., Vol. 9, Pg. 25 B.C.P.R.), at the southwest corner of said Lot 20, for the southeast corner of the herein described tract;

THENCE, with the north line of said Cemetery Road, South 87 degrees 09 minutes 02 seconds West, a distance of 175.91 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the northeast corner of the intersection of said Cemetery Road and said South Anderson Street, for the southwest corner of the herein described tract;

THENCE, with the east R.O.W. line of said South Anderson Street, North 02 degrees 47 minutes 06 seconds West, a distance of 835.19 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of said Lot 4;

THENCE, continue with the east R.O.W. line of said South Anderson Street, and the west line of said Block 1, North 02 degrees 50 minutes 55 seconds West, a distance of 375.88 feet to the **POINT OF BEGININNING** and containing 4.8764 acres of land.

FJS

EXHIBIT C: CAF MEM Otem 14.

Memo

Date: Monday, September 09, 2019

Project: Anderson Place Development

To: Scott Albert

From: John Peterson, PE, CFM

Subject: Water and Wastewater Capacity Acquisition Fee

The City of Angleton has received interest from a developer on a track of land that is referred to as the Anderson Place Development located along Anderson Street between Southside Drive and Cemetery Road. The total development is projected be to 16 homes. Based on this information and using the planning criteria for water demand and sewer loading from the master plan, below is the summary of the assumptions, analysis and model results.

Capacity Verification

- Water Demand
 - Average Daily Demand (ADD): 300 gallons per day per connection, 16 x 300 = 4,800 gpd or 3.33 gpm
 - Max Daily Demand (MDD): 1.7 x ADD = 5.66 gpm
 - Peak Hour Demand (PHD): 1.25 x MDD = 7.08 gpm
- Water Model Run
 - There are three existing water mains in the development area (See Exhibit #1). A 12" water main runs along the north side of Cemetery Road, an 8" water main runs along the west side of S. Anderson Street, and an 6" water main runs between the development in an existing utility easement.
 - The existing model was run for the scenario above. The model shows that there is sufficient pressure and fire flow when the three systems are looped together.
- Wastewater Flows
 - Average Daily Flow (ADF): 255 gallons per day per connection, 16 x 255 = 4,080 gpd or 2.83 gpm
 - Peak Hour Wet Weather Flow (PWF): 4 x ADF = 11.34 gpm
- Wastewater Analysis
 - An analysis of the wastewater system discharged from the proposed development has been performed by reviewing the system route (See Exhibit #2).
 - A Peak Hour Wet Weather Flow (PF-4) was used to analyze the capacity used in each segment of wastewater line.
 - There is an existing 6" sewer main along the back lots of the development which has available capacity at that location; however, it is recommended that the existing pipes be

- reviewed and rehabilitated by trenchless method (pipe bursting) to update the existing pipe material and size in an effort to reduce I/I entering the wastewater system.
- The 6" gravity sewer mains discharge into a 12" gravity main prior to discharging into Lift Station No 15.
- o It is pumped from Lift Station No. 15 through an 8" force main and discharges into a gravity system, ranging from 12" to 27" which runs east from Cemetery Road to Shanks Road, and then south along Shanks Road to E. Phillips Road, and then west along E. Phillips Road, and then north on Front Street (CR288) into Lift Station No. 27 near the intersection of E. Phillips Road and Front Street (CR 288).
- Under normal operations, it is pumped from Lift Station No. 27 through a 12" force main which runs north along Front Street, and then west along Bryan Street, and discharges into a 30" gravity system on Bryan Street and continues to run west to the Oyster Creek WWTP.
- The 30" sewer main reduces down to 24" pipe approximately 550-ft from a manhole at the WWTP. This was confirmed by City Staff.
- The 24" pipe is currently creating a bottleneck for peak weather flow as noted in the master plan. The model shows the pipe is surcharged and runs pressurized. The surcharge is less than 6 inches.
- With the continued growth in Angleton and this being one of the 2 large interceptors for the City. It is recommended that the pipe be upsized to a 30" pipe prior to commencing the Anderson Place Development. A percentage of the cost for the replacement of this section of pipe is included in the Capacity Acquisition Fee cost that is associated with the Anderson Place Development.

Capacity Acquisition Fee:

Please see Appendix A for the calculations for the Capacity Acquisition Fee.

- Water Service
 - The City has adopted a flat fee of \$536.70 per ESU for water service throughout the City
- Wastewater Service
 - Total Capacity of 6" Sanitary Sewer set at TCEQ minimum slope is approximately 180 gpm
 - Percentage utilization of 6" Sanitary Sewer for Anderson Place is 6.32% (peak flow)
 - Total Capacity of 12" Sanitary Sewer set at TCEQ minimum slope is approximately 714 gpm
 - Percentage utilization of 12" Sanitary Sewer for Anderson Place is 1.59% (peak flow)
 - Total Capacity of 18" Sanitary Sewer set at TCEQ minimum slope is approximately 1,598 gpm
 - o Percentage utilization of 18" Sanitary Sewer for Anderson Place is 0.71% (peak flow)
 - o Total Capacity of 24" Sanitary Sewer set at TCEQ minimum slope is approximately 2,871 gpm
 - Percentage utilization of 24" Sanitary Sewer for Anderson Place is 0.40% (peak flow)
 - Total Capacity of 27" Sanitary Sewer set at TCEQ minimum slope is approximately 3,676 gpm
 - Percentage utilization of 27" Sanitary Sewer for Anderson Place is 0.31% (peak flow)
 - Total Capacity of 30" Sanitary Sewer set at TCEQ minimum slope is approximately 4,511 gpm
 - Percentage utilization of 30" Sanitary Sewer for Anderson Place is 0.25% (peak flow)
 - Total Firm Capacity (assumed) of LS No. 15 is 470 gpm
 - Based on the assumed capacity of the lift station, the percent utilization of LS No. 15 pumping capacity and 8" force main is 1.81% (peak flow)
 - o Total Firm Capacity (assumed) of LS No. 27 is 1,059 gpm

Page 2 of 3

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- Based on the assumed capacity of the lift station, the percent utilization of LS No. 27 pumping capacity and 12" force main is 1.07% (peak flow)
- O Total Fee for wastewater service is \$2,353.35 per ESU

Therefore, the combined cost per ESU (water & wastewater) will be approximately \$2,890.05. The total fee for the projected 16 homes for Anderson Place is approximately \$46,240.80.

ATTACHMENTS

Appendix A – Capacity Acquisition Fee Calculations

Exhibit 1 – Existing Water Model System Map

Exhibit 2 – Wastewater System Map

		Current		ENR Value for Estimated			Total Estimated				
	С	onstruction	Year	Construction	Const	truction Cost in	Number of	C	onstruction	Production	Cost per ESU
Asset Name	Co	ost Estimate	Constructed	Year	Year of Construction		Assets	Cost		(gpd)	(1 ESU = 300 gpd
Henderson Water Plant											
1 MG GST	\$	2,000,000	1988	4519	\$	825,992	1	\$	825,992		
750 gpm pumps	\$	51,250	2006	7751	\$	36,304	2	\$	72,608		
850 gpm pumps	\$	51,250	2010	8802	\$	41,227	3	\$	123,680		
otal Henderson Water Plant								\$	1,022,280	3,672,000	\$83.52
henango Water Plant											
1 MG GST	\$	2,000,000	1953	600	\$	109,669	1	\$	109,669		
850 gpm pumps	\$	51,250	2005	7446	\$	34,875	3	\$	104,626		
otal Chenango Water Plant								\$	214,296	3,672,000	\$17.51
amison Water Plant											
450k GST	\$	987,500	2009	8570	\$	773,430	1	\$	773,430		
850 gpm pumps	\$	51,250	2015	10035	\$	47,002	3	\$	141,005		
10k Hydro Tanks	\$	77,500	2009	8570	\$	60,700	2	\$	121,399		
otal Jamison Water Plant								\$	1,035,835	3,672,000	\$84.63
Vater Well #11	\$	1,062,500	1985	4195	\$	407,347	1	\$	407,347	1,224,000	\$99.84
		Current		ENR Value for	1	Estimated		Tot	al Estimated		
	С	onstruction	Year	Construction	Construction Cost in		Number of	Construction		Production	Cost per ESU
Asset Name	Co	ost Estimate	Constructed	Year	Year	of Construction	Assets		Cost	(gpd)	(1 ESU = 200 gpc
orthside EST	\$	2,000,000	1961	847	\$	154,816	1	\$	154,816	500,000	\$61.93
outhside EST	\$	2,000,000	1977	2576	\$	470,846	1	\$	470,846	500,000	\$188.34
	•			¹ Total Cost Per	Connect	ion for Water Pu	rchased From	Braz	osport Water	Authority (BWA)	\$0.94

Wastewater Plants

Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	³ Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 255 gpd)
Oyster Creek Sanitary Sewer Treatment Plant	\$ 36,000,000	1980	3237	\$ 10,377,772	1	\$ 10,377,772	3,600,000	\$ 735.09

Wastewater Infrastructure

Asset Name	Current Construction Cost Estimate	Est. Year Constructed	ENR Value for Construction Year	 ³ Estimated nstruction Cost in ar of Construction	% of Capacity	 al Estimated onstruction Cost	Development ESU's	(Cost per ESU 1 ESU = 255 gpd)
Gravity Sewer									
6" Main (1,065)	\$ 37,275	1997	5826	\$ 19,340	6.32%	\$ 1,222		\$	76.35
12" Main (4,610)	\$ 345,750	1970	1381	\$ 42,522	1.59%	\$ 676		\$	42.23
18" Main (2,940)	\$ 602,700	2004	7115	\$ 381,887	0.71%	\$ 2,710		\$	169.39
24" Main (375 feet)	\$ 95,625	2004	7115	\$ 60,591	0.40%	\$ 239		\$	14.96
Remove and replace 24" RCP with 30" PVC (560									
feet; WWTP)	\$ 156,750	2019	11229	\$ 156,750	0.40%	\$ 619		\$	38.70
27" Main (2,570)	\$ 706,750	2004	7115	\$ 447,816	0.31%	\$ 1,381		\$	86.33
30" Main (7,920)	\$ 2,336,400	1998	5920	\$ 1,231,765	0.25%	\$ 3,097		\$	193.54
Total Gravity Sewer						\$ 8,722	16	\$	621.50
Force Main									
8" Force Main (2,840 feet)	\$ 213,000	1985	4195	\$ 79,574	2.00%	\$ 1,591		\$	99.47
12" Force Main (7,745 feet)	\$ 1,278,000	1998	5920	\$ 673,770	0.36%	\$ 2,426		\$	151.60
Total Force Main						\$ 4,017		\$	251.07
Lift Station									
No. 15	\$ 805,000	1985	4195	\$ 300,737	1.81%	\$ 5,439		\$	339.93
No. 27	\$ 1,150,000	1998	5920	\$ 606,287	1.07%	\$ 6,492		\$	405.77
Total Lift Station						\$ 11,931		\$	745.69
Total Wastewater Infrastructure						\$ 24,671		\$	1,618.26

Total Estimated Cost Per Wastewater Connection	\$2,353.35

¹ The City purchases approximately 1.8 MGD from BWA which is provided at a rate of \$3.12 per 1,000 gallons. Therefore, one (1) ESU or 300 gallons, is approixmately \$0.94.

² The cost shown is the adopted flat fee per ESU for water service.

 $^{^3}$ The cost shown is taken by dividing the current construction cost estimate by the 2019 ENR Value of 11229.

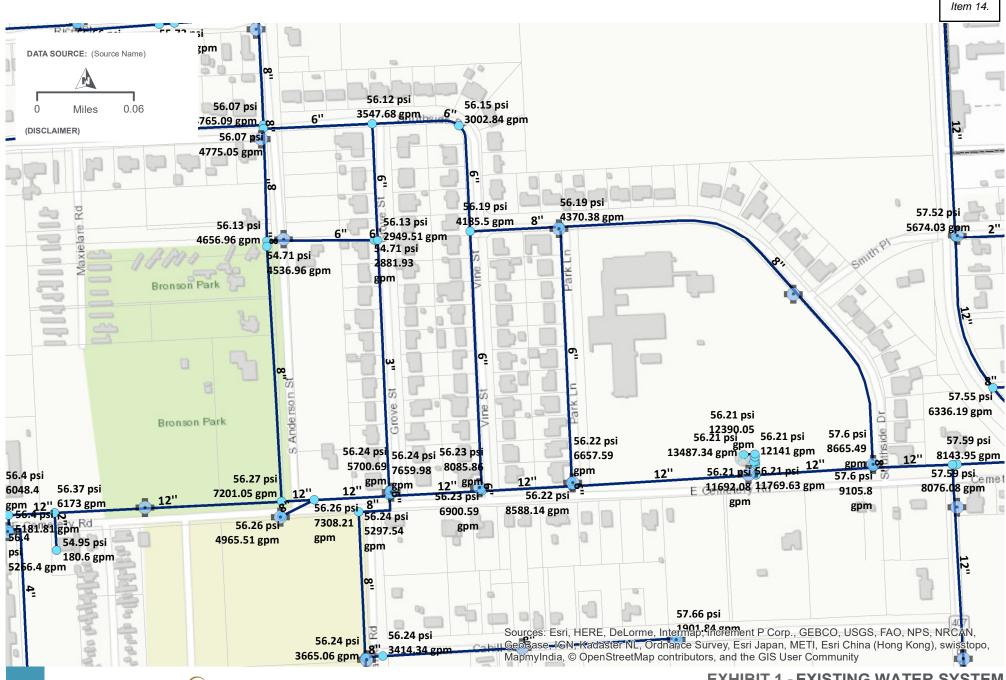
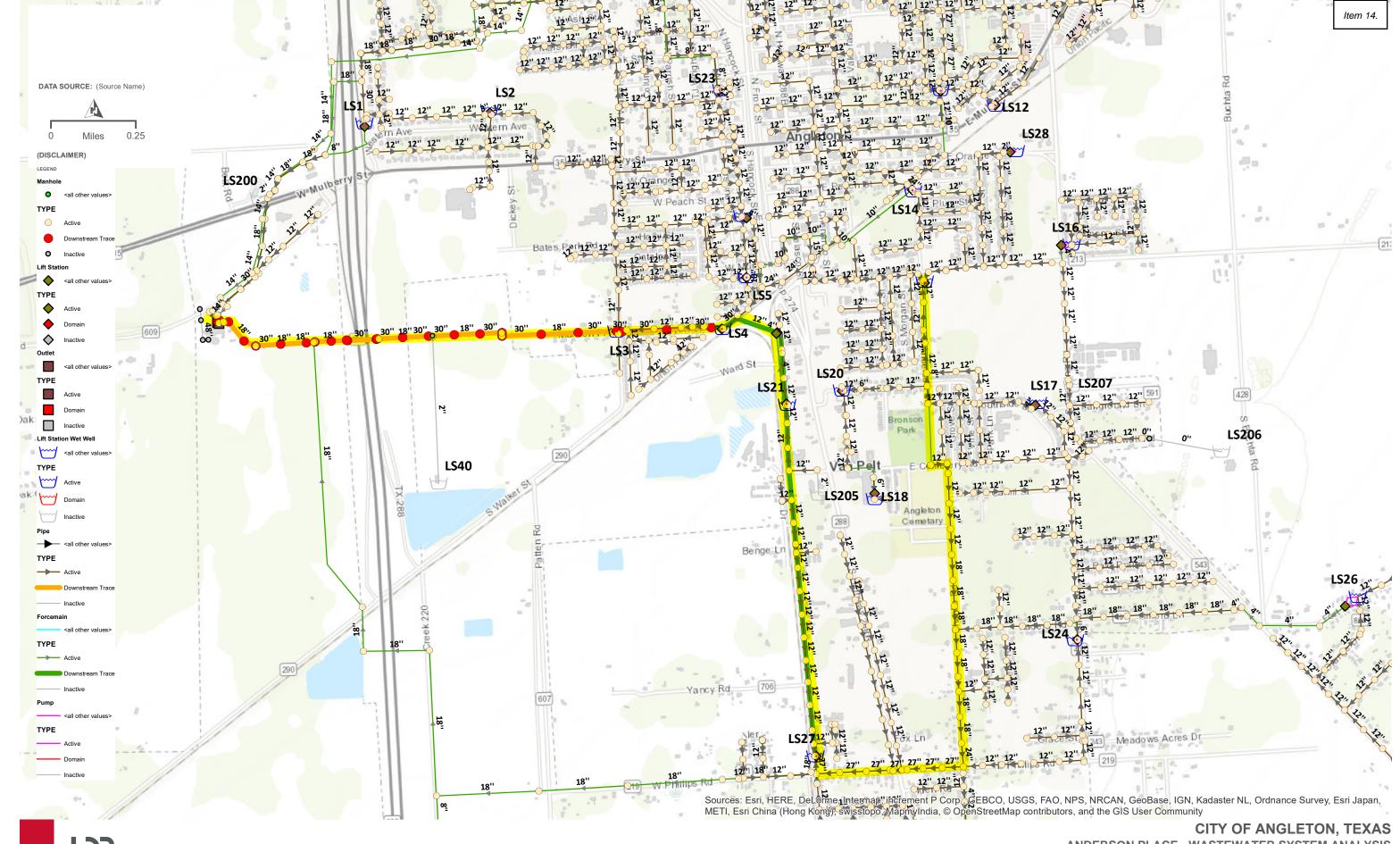




EXHIBIT 1 - EXISTING WATER SYSTEM

SYSTEM PRESSURE AND AVAILABLE FIRE FLOW - MAXIMUM DAILY DEMAND



ANDERSON PLACE - WASTEWATER SYSTEM ANALYSIS

EXHIBIT C: Sewer Main Credit

SHELTEX PLUMBING INC.

P.O. Box 1104 (Remit) Rosharon, TX 77583

115 E. Mulberry St. Suite B (Ship to)

Angleton, TX 77515

Office: (979)549-0573 Fax: (979)308-4225

sheltexplg@yahoo.com

July 24, 2023

BUILDER:

Audubon Woods

ATTN:

Bobby Weaver

ADDRESS: Anderson Place

Angleton, TX 77515

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawing and specification submitted for the above work and completed in a substantial workman-like manner. RESIDENTIAL SEWER MAIN

INSTALLATION OF 190' OF 12" SDR SCHEDULE 26 PIPE FROM EXISTING MANHOLE IN EASEMENT TO EXISTING MANHOLE AT STREET. BOARING UNDER STREET TO CONNECT TO EXISTING MANHOLE. ANDERSON STREET CONCRETE WILL BE REMOVED AND REPLACE AS *NECESSARY* FOR ACCESS TO EXISTING STREET MANHOLE. CITY OF ANGLETON INSPECTIONS.

\$28,350.00

NOTE: IF THE METER IS NOT INSTALLED BY THE TIME THE HOME IS SHEETROCK THE PLUMBER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES CAUS BY LEAKS.	ED
NOTE: ALL OPTIONS (FUTURES) ARE CHARGED AS A ROUGH-IN ONLY, AND ARE SUBJECT TO ADDITIONAL CHARGES	

NOTE: ALL OPTIONS (FUTURES) ARE CHARGED AS A ROUGH-IN ONLY, AND ARE SUBJECT TO ADDITIONAL CHARGES IF SELECTED.


SIGNATURE: ____ DATE:

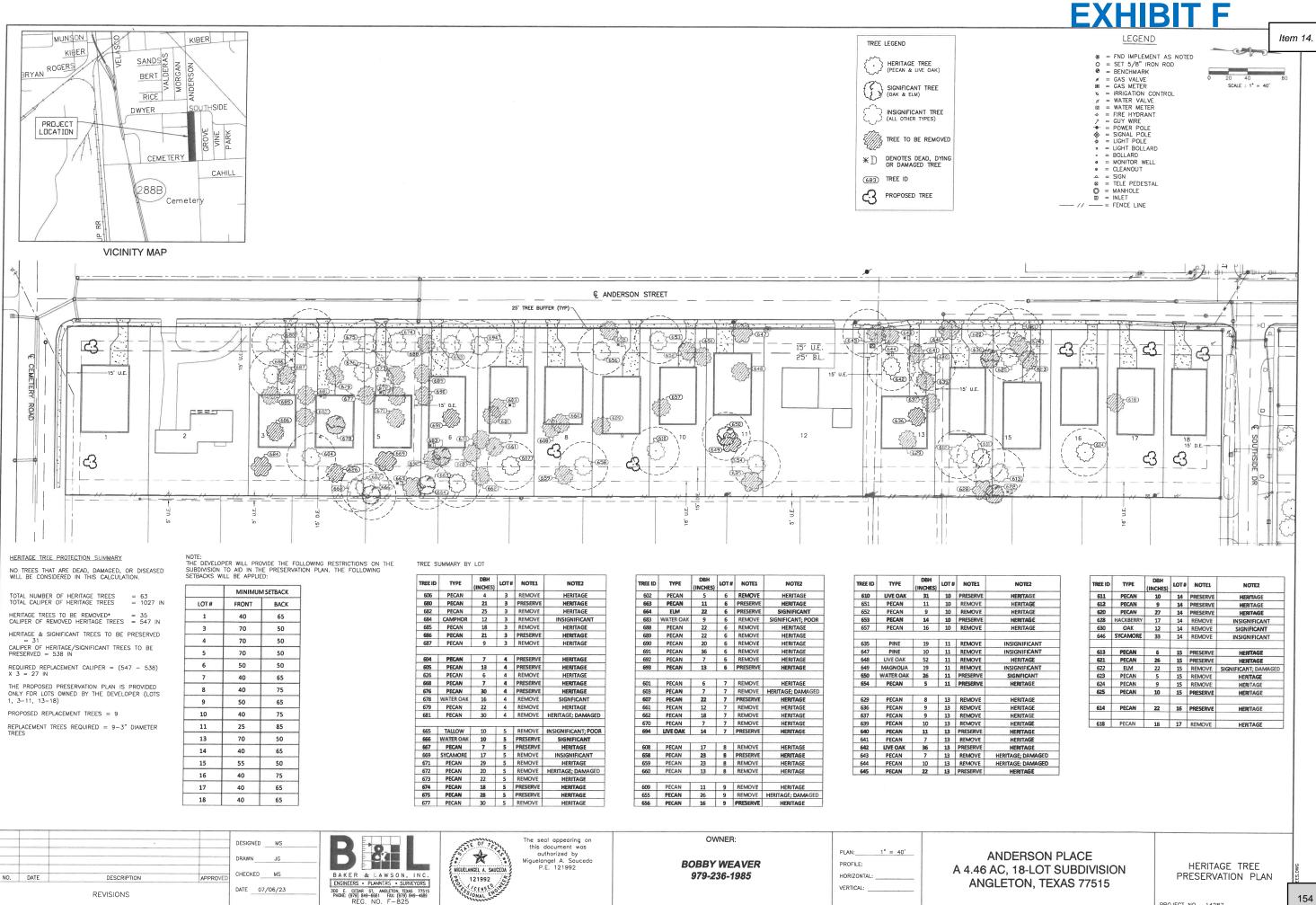
Any alterations or deviations from the above specifications involving executed only upon written orders, and will become an extra charge over and above work. Workman's compensation and public liability insurance on the above work to taken out by Sheltex Plumbing, Inc.

Respectfully Submitted by: Michael A. Sheldon Sr. Acceptance of proposal and the above price specifications are satisfactory and hereby accepted. You are authorized to do the work as specified.

Michael Sheldon Sr. MLP 37604 TSBPE P.O. Box 4200 Austin, TX 78765 512-936-5200

2023





PROJECT NO. 14287

EXHIBIT G Item 14.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANDERSON PLACE SUBDIVISION: ANGELTON, TX

THIS DECLARATION is made on the date hereinafter set forth by Bobby A. Weaver. Owner/Developer ("Declarant") of Anderson Place Subdivision (Lot 1, 3-11, 13-18) for a total of 16 lots.

ARTICLE I **DECLARATION**

WHEREAS, Declarant is the owner of that certain tract of land known as Anderson Place Subdivision, recorded in County Clerk's Document no. 2020008010 of the Official Records of Brazoria County, Texas.

NOW, THEREFORE, the Declarant hereby declares that the Lots in the Subdivision shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the real property and be binding on all parties having any right, title or interest in the Subdivision, the Lots or any part thereof, and shall inure to the benefit of each Owner thereof. This Subdivision is subject to the comprehensive zoning ordinances of the City of Angleton.

ARTICLE II DEFINITION

- 2.1 "The Subdivision" means the real property described in the Final Plat as Anderson Place Subdivision.
- 2.2 "Plat" means the plat of the Subdivision which is recorded in the Official Records of Brazoria County, Texas, as well as any amended plat or replat which includes any part of the Subdivision.
- "Lot" means any of the Lots in the Subdivision, except lot 2 & 12. 2.3
- 2.4 "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any lot, except it does not mean Declarant.
- 2.5 "Residence" means a single family residence as defined herein.

ARTICLE III RESTRICTIONS

- 3.1 Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one single-family residential dwelling. All Residences and other improvements (except fences, where permitted) shall be constructed within the building setback lines as shown on
- 3.2 Minimum Square Footage Within Improvements. The living area of the main residential structure of each Residence shall not be less than 1400 square feet and adequately house a minimum of two
- 3.3 Garages and Driveways. Each residence shall have a driveway and an attached or detached garage which shall contain at least 400 square feet and adequately house a minimum of two automobiles.
- 3.4 Exterior Required. The exterior walls of any Residence shall consist of brick, brick veneer, stone veneer, concrete, stucco, hardy plank, or any other type of masonry.
- 3.5 Prohibition of Trade and Offensive Activities Each Lot shall be used only for single family residential purposes for the Owner and the Owners' family. No other activity of any sort shall be permitted nor shall anything be done on any Lot which may be or shall become and annoyance or a nuisance to the neighborhood. Owners and other occupants in the Subdivision shall also comply with all applicable laws, statutes, ordinances, regulations and rules of governmental bodies.
- 3.6 Use of Temporary Structures. No structure of a temporary character, mobile home, manufactured housing unit, camper, trailer, tent, shack, garage, barn or other outbuilding shall be used for residential purposes in the Subdivision. Portable buildings may be used for accessory or storage

Item 14.

purposes, but shall be limited to the height and floor area restrictions, if any, set out in the ordina and regulations of the City of Angleton.

- 3.7 <u>Storage of Automobiles, Boats, Trailers and Other Vehicles.</u> No trailer of any type, boat, inoperative automobile, camper or recreational vehicle of any kind shall be or stored in public view in the Subdivision for a period of greater than 48 hours or more than 4 days in a single month.
- 3.8 <u>Mineral Operation.</u> No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or under any Lot, nor shall any wells, tanks, tunnels, mineral excavation or shafts be permitted upon or under any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or stored on any Lot.
- 3.9 <u>Animal Husbandry.</u> No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept, provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two of each type animal is kept.
- 3.10 <u>Visual Obstruction at the Intersection of Public Streets</u>. No object or thing which obstructs sight lines at elevations between two and six feet above the surface of the streets within the triangular area formed by the curb lines of the streets or driveways involved and a line running from curb line to curb line at points twenty-five feet from the junction of the street or driveway curb lines shall be placed, planted or permitted to remain on any corner Lot.
- 3.11 <u>Lot Maintenance.</u> The Owner of a Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation or burning of garbage, trash or rubbish of any kind is prohibited.
- 3.12 <u>Visual Screening on Lots.</u> The drying of clothes in public view is prohibited. Similarly, all yard equipment, woodpiles and other items of personal property shall be stored out of the public view.
- 3.13 <u>Signs, Advertisements, Billboards.</u> No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except two signs for each building site, of not more than ten square feet, advertising the property for sale or lease. Signs supporting neighborhood children and teens involved in school activities (sports, band, choir, etc.) shall be allowed as long as the signs are not larger than 3 square feet.
- 3.14 <u>Roofing Material.</u> The roof of any Residence (including any garage) shall be constructed or covered with asphalt or composition type shingles, roofing tiles or metal.
- 3.15 Antennae and Satellite Dishes. No electronic antenna or device of any type other than an antenna or small satellite dish for receiving television or radio signals shall be erected, constructed, placed or permitted to remain on any Lot or Residence. Antennae and satellite dishes must be attached to the Residence and located to the rear of the roof ridge line, gable or center line of the Residence and out of view from the adjoining street(s). No antenna or satellite dish shall extend above the roof of the Residence.
- 3.16 <u>City of Angleton.</u> All activities in the Subdivision are subject to the ordinance, rules and regulations of the City of Angleton. In the event of a conflict between this Declaration and the ordinances, rules or regulations of the City of Angleton, the latter shall control.
- 3.17 <u>Parking on Grass</u>. No vehicle of any kind (e.g. car, truck, golf card, four wheeler, motorcycle, scooter, etc.) shall be parked in public view on the grassy part of any Lot except for contractor vehicles involved in active construction on the Lot.

ARTICLE IV GENERAL PROVISIONS

- 4.1 <u>Enforcement.</u> Declarant or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.
- 4.2 <u>Severability.</u> Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

Item 14.

- 4.3 <u>Amendment.</u> This Declaration shall run with and bind the Subdivision for a term of ten years from the this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten years. So long as Declarant owns any of the Lots, this Declaration may be amended by an instrument signed by those Owners owning at least one-half of the Lots. After Declarant has conveyed all of the Lots, this Declaration may be amended by an instrument signed by those Owners owning not less than two-thirds of the Lots.
- 4.4 <u>Interpretation.</u> If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.
- 4.5 <u>Omissions.</u> If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Executed this the						.		
Declarant:								
Bobby A. Weaver, Own	ner/Developer							
STATE OF TEXAS	§ §							
COUNTY OF BRAZORIA								
SWORN AND SUBSCRIB		ME, by	Bobby	A.	Weaver,	Owner/Developer	this _	day of
			 Notai	rv Pu	blic in an	d for the State of T	 Texas	



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 13, 2024

PREPARED BY: Phillip Conner, Finance Director

AGENDA CONTENT: Discussion and possible action to approve Resolution No. 20240213-

015 accepting the Preliminary Service and Assessment Plan (PSAP) and setting the Assessment Levy public hearing date for March 12, 2024, for the Riverwood Ranch North Public Improvement District.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

On October 24, 2023, the City passed and approved Resolution No. 20231024-010 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 35.608 acres located within the City.

The PID Act requires a Service Plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements and including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in Section IV.

The PID Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in Section V.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Assessment Roll is contained in Exhibit G-1.

FINDINGS

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

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

RECOMMENDATION:

Staff recommends adopting Resolution No. 20240213-015 accepting the Preliminary Service and Assessment Plan (PSAP) and setting the Assessment Levy public hearing date for March 12, 2024, for the Riverwood North Public Improvement District, subject to final approval by the City Attorney.

RESOLUTION NO. 20240213-015

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. Calling Public Hearing. The City Council hereby calls a public hearing (the "Public Hearing") for 6:00 p.m. on March 12, 2024 at the regular meeting place of the City, the City Council Chamber at Angleton City Hall, 121 S. Velasco, Angleton, Texas 77515 to consider approving the Preliminary Plan, with such changes and amendments as the City Council deems necessary, and the proposed Assessment Rolls with such amendments to the assessments on any parcel as the City Council deems necessary, as the final Service and Assessment Plan (the "Final Plan") and final Assessment Roll (the "Final Roll"). After all objections made at such hearing have been heard, the City Council may (i) levy separate assessments as special assessments each assessed property in the District all as set forth in the Final Plan, including the Final Roll; (ii) specify the method of payment of the assessments; and (iii) provide that assessments be paid in periodic installments. Notice of the Public Hearing setting out the matters required by Section 372.016 of the Act shall be given by publication at least eleven (11) days before the date of the hearing, in a newspaper of general circulation in the City. Notice of such hearing shall also be given by the City Secretary, by mailing a copy of the notice containing the information required by Section 372.016(b) of the Act to the last known address of each owner of property liable for an assessment in the proposed Final Roll as reflected on the tax rolls of the Brazoria County Appraisal District. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and contend for or contest the Preliminary Plan and the Final Roll, and the proposed assessments and offer testimony pertinent to any issue presented on the amount of the assessments, purpose of the assessments, special benefit of the assessments, and the costs of collection and the penalties and interest on delinquent assessments. At or on the adjournment of the hearing conducted pursuant to Section 372.016 on the proposed assessments, the City Council must hear and pass on any objection to a proposed assessment. The City Council may amend a proposed assessment on any parcel in the District. The failure of a property owner to receive notice does not invalidate the proceeding.

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

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

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

SECTION 6. Further Action. The City Secretary is hereby authorized and directed to take such other actions as are required, including providing notice of the Public Hearing as required by the Texas Open Meetings Act and placing the Public Hearing on the agenda for the March 12, 2024 meeting of the City Council.

[Signature Page Follows]

DULY RESOLVED by the City Council of the City of Angleton, Texas, on the 13th day of February, 2024.

	ANGLETON, TEXAS	
	John Wright Mayor	
ATTEST:	APPROVED:	
Michelle Perez, TRMC City Secretary	Judith ElMasri City Attorney	

EXHIBIT A

CITY OF ANGLETON NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of Angleton, Texas for 6:00 p.m. on March 12, 2024 at the regular meeting place of the City, the City Council Chamber at Angleton City Hall, 121 S. Velasco, Angleton, Texas 77515. The public hearing will be held to consider proposed assessments to be levied against certain assessable property in the Riverwood Ranch North Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

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

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

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

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

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

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 13th day of February, 2024.

/s/ Michelle Perez

City Secretary

EXHIBIT B

PRELIMINARY SERVICE AND ASSESSMENT PLAN

Riverwood Ranch North Public Improvement District

PRELIMINARY SERVICE AND ASSESSMENT PLAN

FEBRUARY 13, 2024



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INTRODUCTION

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

On October 24, 2023, the City passed and approved Resolution No. 20231024-010 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 35.608 acres located within the City, as described by the legal description on **Exhibit J** and depicted on **Exhibit A**.

The PID Act requires a Service Plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements and including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV**.

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

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Assessment Roll is contained in **Exhibit G-1**.

SECTION I: DEFINITIONS

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

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

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

"Administrator" means the City or independent firm designated by the City who shall have the responsibilities provided in this Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds, if issued; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, if issued, including the City's continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, if issued, including their respective

legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

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

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

"Assessment" means an assessment levied against Assessed Property, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Assessed Property or reduction according to the provisions herein and in the PID Act.

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

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

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

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

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

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

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

"City" means the City of Angleton, Texas.

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

"County" means Brazoria County, Texas.

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

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

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

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

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

"First Year Annual Collection Costs" means the Annual Collection Costs associated with the first year of the District.

"Initial Parcel" means all of Assessed Property against which the entire Assessment is levied, as more specifically described in **Exhibit L**.

"Indenture" means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, if issued, as amended from time to time, setting forth the terms and conditions related to a series of PID Bonds.

"Landowner Consent" means the Consent executed by the Owner relating to the Assessed Property owned by the Owner in the District.

"Lot" means (1) for any portion of the District for which a final subdivision plat has been recorded in the Official Public Records of the County, a tract of land described by "lot" in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Official Public Records of the County, a tract of land anticipated to be described as a "lot" in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A "Lot" shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded Subdivision Plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g., lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Owner, and confirmed by the City Council, as shown on **Exhibit E.**

"Lot Type 1" means a Lot marketed to homebuilders as a 50' Lot. The buyer disclosure for Lot Type 1 is attached as **Appendix B.**

"Lot Type 2" means a Lot marketed to homebuilders as a 60' Lot. The buyer disclosure for Lot Type 2 is attached as **Appendix B.**

"Maximum Assessment" means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to Section VI.A, or (2) the amount shown on Exhibit E.

"Non-Benefited Property" means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

"Notice of PID Assessment Lien Termination" means a document that shall be recorded in the Official Public Records of the County evidencing the termination of a lien, a form of which is attached as **Exhibit I.**

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

"Parcel" or "Parcel(s)" means a specific property within the District identified by either a tax parcel identification number assigned by the Brazoria Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the City.

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

"PID Bonds" means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

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

"Prepayment Costs" means interest, including Additional Interest and Annual Collection Costs, to the date of Prepayment.

"Reimbursement Agreement" means that certain "Riverwood Ranch North Public Improvement District Reimbursement Agreement", effective February 13, 2024 by and between the City and the Owner.

"Service and Assessment Plan" means this Riverwood Ranch North Public Improvement District Service and Assessment Plan, as updated, amended, or supplemented from time to time.

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

"TIRZ No. 2" means City of Angleton Tax Increment Reinvestment Zone No. 2.

"TIRZ Administrative Costs" means those reasonable costs paid or incurred by or on behalf of the City to create and/or administer the TIRZ.

"TIRZ No. 2 Agreement" means the Facilities and Creation Costs Reimbursement Agreement, effective as of July 14, 2020, as amended.

"TIRZ No. 2 Annual Credit Amount" is defined in Section V.F, which amount shall not annually exceed the TIRZ No. 2 Maximum Annual Credit Amount, and which shall be transferred from the TIRZ No. 2 Fund to the applicable pledged revenue fund pursuant to the TIRZ No. 2 Agreement.

"TIRZ No. 2 Fund" means the tax increment fund created pursuant to the TIRZ No. 2 Ordinance where TIRZ No. 2 Revenues are deposited annually.

"TIRZ No. 2 Maximum Annual Credit Amount" means for each Lot Type, the amount of TIRZ No. 2 Revenues that resulted in an equivalent tax rate of \$1.50 per \$100 of assessed value for such Lot Type taking into consideration the City tax rate and the equivalent tax rate of the District Annual Installment, taking into consideration the 2023 tax rates and assumed Estimated Buildout Value at the time the City Council approved the 2024 Assessment Ordinance levying the District Assessment, as further described in Section V.F and shown on Exhibit F.

"TIRZ No. 2 Ordinance" means Ordinance No. 2022-11-14 (7A) adopted by the City Council approving the TIRZ No. 2 Project Plan and authorizing the use of TIRZ No. 2 Revenues for project costs under the Chapter 311, Texas Tax Code as amended, and related to certain public improvements as provided for in the TIRZ No. 2 Project Plan.

"TIRZ No. 2 Project Plan" means the City of Angleton Tax Increment Reinvestment Zone No. 2 Final Project and Financing Plan, prepared and adopted by the Board of Directors of the TIRZ and approved by the City (including any amendments or supplements thereto).

"TIRZ No. 2 Revenues" mean, for each year, the amounts which are deposited in the TIRZ No. 2 Fund pursuant to the TIRZ No. 2 Ordinance, TIRZ No. 2 Project Plan, and the Facilities and Creation Costs Reimbursement Agreement.

"Trustee" means the trustee or successor trustee under an Indenture.

[Remainder of page intentionally left blank.]

SECTION II: THE DISTRICT

The District includes approximately 35.608 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit J**, and depicted on **Exhibit A**. Development of the District is anticipated to include approximately 144 Lots developed into single-family homes and townhomes.

SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City unless otherwise noted. The budget for the Authorized Improvements is shown on **Exhibit B**.

A. Authorized Improvements

Streets - Paving

Improvements including mobilization, subgrade stabilization, road base, asphalt, concrete and reinforcing steel for roadways, testing, sidewalks, handicapped ramps, and streetlights. All related demolition, tree removal, clearing and grubbing, earthwork, excavation, retaining walls, intersections, signage and striping, and re-vegetation of all disturbed areas within the right-of-way are included. Improvements including erosion control measures (e.g., erosion matting, rock berms, silt fence, inlet protection), construction entrance, SWPPP sign and inspections, and re-vegetation of all disturbed areas within the District are included. The erosion control improvements will provide benefit to all Lots within the District. The street improvements will provide benefit to each Lot within the District.

Clearing & Grubbing

Improvements including clearing and grubbing, excavation, and embankment for the limits of the District.

■ Drainage – Storm Water

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

Potable Water

Improvements including trench excavation and embedment, trench safety, piping, encasement, service connections, hydrants, service for park, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to all Lots within the District.

Wastewater

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

Landscaping, Parks and Amenities

The District includes landscaped areas and grass covered areas within the subdivision. These improvements include erosion control measures, earthwork, site improvements, planting, and vegetation. The landscaping, parks and amenities improvements will provide benefit to all lots within the District.

Drainage - Detention

Improvements including clearing, pond excavation and embankment, soil testing, channels, rock riprap walls, construction of outfall structures, erosion controls, revegetation and utility improvements are also included.

Contingency

Estimated potential cost fluctuations for construction costs.

Soft Costs

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

B. Bond Issuance Costs

Debt Service Reserve Fund

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

Capitalized Interest

Equals the amount required to be deposited for the purpose of paying capitalized interest on a series of PID Bonds under an applicable Indenture in connection with the issuance of such PID Bonds.

Underwriter's Discount

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds.

Underwriter's Counsel Fees

Equals a percentage of the par amount of a particular series of PID Bonds reserved for the underwriter's attorney fees.

Cost of Issuance

Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney's fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City's costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

C. Other Costs

District Formation Expenses

Costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

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SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the initial Service Plan for the District. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Appendix B**.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update to show any budget revisions and the amount required to fund the required reserves and issue any PID Bonds at the time the PID Bonds are issued.

SECTION V: ASSESSMENT PLAN

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

This section of this Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners of the Assessed Property.

A. Assessment Methodology

Acting in its legislative capacity and based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs of the Authorized Projects shall be allocated entirely to the Initial Parcel. Upon subdivision of an Assessed Property, the Actual Costs of the Authorized Projects, Bond Issuance Costs relating to the PID Bonds, if issued, District Formation Expenses, and First Year Annual Collection Costs, shall be reallocated based on Estimated Buildout Value as further described in **Section VI**.

The costs of the Authorized Projects shall be allocated to each Parcel within the District based on the ratio of the Estimated Buildout Value of each Parcel designated as Assessed Property to the total Estimated Buildout Value of the District. Currently, the Initial Parcel is the only Parcel within the District, and as such, the Initial Parcel is allocated 100% of the costs of the Authorized Projects.

Assessments will be levied on the Initial Parcel in the amount shown on the Assessment Roll, attached hereto as **Exhibit G-1**. The projected Annual Installments are shown on **Exhibit G-2**. Upon division or subdivision of the Initial Parcel, the Assessments will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type is shown on **Exhibit E**. In no case will the Assessment for Lots classified as Lot Type 1 or Lot Type 2, respectively, exceed the corresponding Maximum Assessment for each Lot Type classification.

B. Findings of Special Benefit

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

- The costs of the Authorized Projects equal \$5,730,454 as shown on Exhibit B;
- The Assessed Property receives special benefit from the Authorized Projects equal to or greater than the Actual Cost of the Authorized Projects;
- The Initial Parcel will be allocated 100% of the Assessment levied for the Authorized Projects, which equals \$5,139,000 as shown on the Assessment Roll attached hereto as **Exhibit G-1**;
- The special benefit (\$5,730,454) received by the Initial Parcel from the Authorized Projects is equal to or greater than the amount of the Assessment (\$5,139,000) levied on the Initial Parcel for the Authorized Projects; and

At the time the City Council approved this Service and Assessment Plan, the Owner owned 100% of the Initial Parcel. The Owner acknowledged that the Authorized Projects confer a special benefit on the Initial Parcel and consented to the imposition of the Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) the Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Assessment on the Initial Parcel.

C. Annual Collection Costs

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

D. Additional Interest

The interest rate on Assessments securing each respective series of PID Bonds, if issued, may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

The interest on the Assessment securing the Reimbursement Obligation shall be set at a rate of 6.00% pursuant to the PID Act. The PID Act requires the rate set on unpaid amounts due under a Reimbursement Agreement may not exceed five percent above the highest average index rate for tax-exempt bonds for a period of not more than five years and may not exceed two percent above the same index rate for the following two-year period. The index rate utilized to set the rate on the Reimbursement Obligation is the S&P Municipal Bond High Yield Index, which rate is 5.72% as of January 31, 2023. The rate set by this Service and Assessment Plan of 6.00% for the seven-year period is less than 2% above the S&P Municipal Bond High Yield Index. Once PID Bonds are issued, the interest rate on the Assessments will equal the interest rate on the bonds plus additional interest. The Annual Installment pursuant to the Reimbursement Agreement will not include Additional Interest unless and until PID Bonds secured by the Assessment are issued.

E. TIRZ No. 2 Annual Credit Amount

The City Council, in accordance with the TIRZ No. 2 Agreement, has agreed to use a portion of TIRZ No. 2 Revenues generated from each Assessed Property to offset a portion of the principal and interest of such property's Assessment.

- 1. The principal and interest portion of the Annual Installment for an Assessed Property shall receive a TIRZ No. 2 Annual Credit Amount equal to the TIRZ No. 2 Revenue generated by the Assessed Property for the previous Tax Year (e.g. TIRZ No. 2 Revenue collected from the Assessed Property for Tax Year 2024 shall be applied as the TIRZ No. 2 Annual Credit Amount applicable to the Assessed Property's Annual Installment to be collected in Tax Year 2025), but in no event shall the TIRZ No. 2 Annual Credit Amount exceed the TIRZ No. 2 Maximum Annual Credit Amount shown in Section V.F.2 as calculated on Exhibit F for each Assessed Property.
- 2. The TIRZ No. 2 Maximum Annual Credit Amount available to reduce the principal and interest portion of the Annual Installment for an Assessed Property is calculated for each Lot Type, as shown on Exhibit E. The TIRZ No. 2 Maximum Annual Credit Amount is calculated so that the average Annual Installment for each Lot Type minus the TIRZ No. 2 Maximum Annual Credit Amount for each Lot Type does not produce an equivalent tax rate for such Lot Type which exceeds the competitive, composite equivalent ad valorem tax rate (\$1.50 per \$100 of assessed value) taking into consideration the 2023 tax rates of all applicable overlapping taxing units and the equivalent tax rate of the Annual Installments based on assumed buildout values at the time Assessment Ordinance is approved. The resulting TIRZ No. 2 Maximum Annual Credit Amount for each Lot Type is shown below:

1. Lot Type 1: \$402.00

2. Lot Type 2: \$424.00

After the TIRZ No. 2 Annual Credit Amount is applied to provide a credit towards the principal
and interest portion of the Annual Installment for the Assessed Property, any excess TIRZ No.
2 Revenues available from the Riverwood Ranch North PID Account of the TIRZ No. 2 Fund
shall be transferred to the City.

SECTION VI: TERMS OF THE ASSESSMENTS

Any reallocation of Assessments as described in this **Section VI** shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

A. Reallocation of Assessments

A. Upon Division Prior to Recording of Subdivision Plat

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

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

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Owner, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Values for Lot Type 1 and Lot Type 2, within the District, are shown on **Exhibit E** and will not change in future Annual Service Plan Updates but **Exhibit E** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

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

B. Upon Subdivision by a Recorded Subdivision Plat

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

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

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

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

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

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

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Owner, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Values for Lot Type 1 and Lot Type 2 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

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

C. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Lot or Parcel, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update immediately following such consolidation. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.C.**

B. Mandatory Prepayment of Assessments

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following

payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of Assessment Termination," a form of which is attached hereto as **Exhibit I**.

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

Prior to the City approving a final subdivision plat, the Administrator will verify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment for that Lot Type, then (1) the Assessment applicable to such Lot Type shall be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City or cause to be paid to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City's approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts. At no time shall the aggregate Assessments for any Lot exceed the Maximum Assessment for such Lot.

D. Reduction of Assessments

If the Actual Costs of completed Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment, and the TIRZ No. 2 Annual Credit Amount, applicable only to Lots within the District, on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds as directed by the City pursuant to the terms of such Indenture, and the TIRZ No. 2 Annual Credit Amount will be reduced by the same proportion as the Assessments. Such excess PID Bond proceeds shall be used as set forth in such Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

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

E. Prepayment of Assessments

The owner of any Assessed Property may, at any time, pay all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service

Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Lien Termination.", a form of which is included as **Exhibit J.**

If an Assessment on an Assessed Property is prepaid in part: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G-2** shows the estimated Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Annual Installments are subject to adjustment in each Annual Service Plan Update. Until a plat has been recorded on a Parcel and a Property ID has been assigned by the Appraisal District the Annual Installment will be allocated to each Property ID within the District based on the Brazoria Central Appraisal District acreage for billing purposes only.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefitted Property, as shown by the Brazoria Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest,

interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds, if issued, in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2025.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

G. Prepayment as a Result of an Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "<u>Taking</u>"), the portion of the Assessed Property that was taken or transferred (the "<u>Taken Property</u>") shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the "Remaining Property") following the

reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay, pursuant to the terms of this Service and Assessment Plan, as updated, and the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres constituting the Remaining Property shall be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Remaining Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Assessment on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds, if issued.

SECTION VII: ASSESSMENT ROLL

The Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Assessment Roll and Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such a written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

D. Form of Buyer Disclosure; Filing in Real Property Records

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto in **Appendix B.** Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance approving this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in the real property records of the County in its entirety.

E. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

EXHIBITS

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

Exhibit A District Boundary Map

Exhibit B Project Costs
Exhibit C Service Plan

Exhibit D Sources and Uses of Funds
Exhibit E Maximum Assessment

Exhibit F TIRZ No. 2 Maximum Annual Credit Amount

Exhibit G-1 Assessment Roll

Exhibit G-2 Annual Installments

Exhibit H Maps of Authorized Improvements

Exhibit I Form of Notice of PID Assessment Lien Termination

Exhibit J District Boundary Description

APPENDICES

The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

Appendix A Engineer's Report **Appendix B** Buyer Disclosures

EXHIBIT A – DISTRICT BOUNDARY MAP

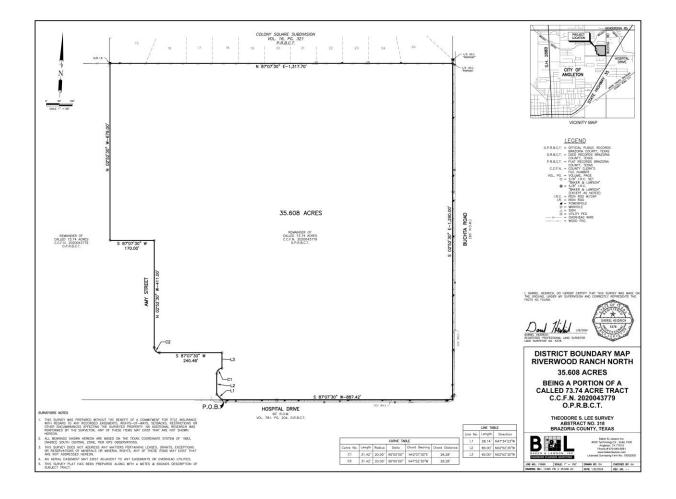


EXHIBIT B – PROJECT COSTS

			Impro	ized ments
	T	otal Costs ¹	%	Costs
Authorized Improvements				
Streets - Paving	\$	1,536,146	100.00%	1,536,146
Clearing & Grubbing		200,000	100.00%	200,000
Drainage - Storm Water		325,050	100.00%	325,050
Potable Water		307,830	100.00%	307,830
Wastewater		438,650	100.00%	438,650
Landscaping, Parks and Amenities		127,230	100.00%	127,230
Drainage - Detention		391,251	100.00%	391,251
Contingency		815,822	100.00%	815,822
Soft Costs ²		643,468	100.00%	643,468
	\$	4,785,448	-	\$ 4,785,448
Bond Issuance Costs ³				
Debt Service Reserve Fund	\$	382,496		\$ 382,496
Capitalized Interest		-		-
Underwriter Discount		154,170		154,170
Cost of Issuance		308,340	-	308,340
	\$	845,006		\$ 845,006
District Formation Expenses				
District Formation Expenses	\$	50,000	-	\$ 50,000
	\$	50,000		\$ 50,000
Other Costs				
Deposit to Administrative Fund	\$	50,000		\$ 50,000
	\$	50,000		\$ 50,000
Total	\$	5,730,454		\$ 5,730,454

^[1] Costs were determined by the Engineer's Report attached hereto as Appendix A.

^[2] Soft Costs include Land Planning, Design, City Fees, Inspection Fees, Engineering, Material Testing and Survey.

^[3] PID bond are not being issued at this time. Bond Issuance Costs are illustrated as estimates and subject to change if PID Bonds are issued.

EXHIBIT C – SERVICE PLAN

District											
Annual Installments Due		1,	/31/2025	1	L/31/2026	1	L/31/2027	1,	/31/2028	1,	/31/2029
Principal		\$	75,000	\$	77,000	\$	81,000	\$	85,000	\$	90,000
Interest ¹			307,496		303,840		299,220		294,360		289,260
Additional Interest ²			-		-		-		-		-
	(1)	\$	382,496	\$	380,840	\$	380,220	\$	379,360	\$	379,260
Annual Collection Costs	(2)	\$	50,000	\$	51,000	\$	52,020	\$	53,060	\$	54,122
Total Annual Installments	(3) = (1) + (2)	\$	432,496	\$	431,840	\$	432,240	\$	432,420	\$	433,382

^[1] Interest is levied at a rate of 6% pursuant to the PID Act and once PID Bonds are issued, shall adjust to the interest rate on the PID Bonds plus Additional Interest.

^[2] PID Bonds are not being issued at this time. The levy is pursuant to the Facilities and Creation Costs Reimbursement Agreement and Additional Interest will be collected if PID Bonds are issued.

EXHIBIT D – SOURCES AND USES OF FUNDS

		District
Sources of Funds		
Reimbursement Obligation	\$	5,139,000
Owner Contribution ¹		591,454
Total Sources of Funds	\$	5,730,454
11		
Uses of Funds	_	
Authorized Improvements	<u>\$</u> \$	4,785,448
	\$	4,785,448
Bond Issuance Costs ²		
Debt Service Reserve Fund	\$	382,496
Capitalized Interest		-
Underwriter Discount		154,170
Cost of Issuance		308,340
	\$	845,006
District Formation Expenses		
District Formation Expenses	\$	50,000
·	<u>\$</u> \$	50,000
Other Costs		
Deposit to Administrative Fund		50,000
	\$	50,000
Total Uses of Funds	\$	5,730,454
Footpotos		

- [1] Non-reimbursable to the Owner/Developer through PID Bonds or Assessments.
- [2] PID Bonds are not being issued at this time, thus Bond Issuance Costs are estimates of potential future costs and are subject to change if PID Bonds are issued.

EXHIBIT E – MAXIMUM ASSESSMENT

		Finish	Finished Lot Value Estimated Buildout Value Asse		ssment	Total Maximum Assessment			
Lot Type	Units ¹	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total
1	80	60,000	\$ 4,800,000	\$ 285,000	\$ 22,800,000	\$ 34,872	\$ 2,789,743	\$ 34,872	\$ 2,789,743
2	64	65,000	\$ 4,160,000	\$ 300,000	\$ 19,200,000	\$ 36,707	\$ 2,349,257	\$ 36,707	\$ 2,349,257
Total/Weighted Average	144		8,960,000		42,000,000		\$ 5,139,000		\$ 5,139,000

^[1] Per Developer on January 10, 2024.

^[2]Per the Preliminary Appraisal dated July 26, 2023.

EXHIBIT F - TIRZ NO. 2 MAXIMUM ANNUAL CREDIT AMOUNT

		TIRZ No. 2 Maximum Annual Credit Amount				
Lot Type	Units	_	Amount		er Unit	
Lot Type 1	80	\$	(0.1412)	\$	(402)	
Lot Type 2	64	\$	(0.1412)	\$	(424)	
Total	144			\$	(412)	

EXHIBIT G-1 – ASSESSMENT ROLL

Property ID	Lot Type	Outstanding Assessment ^{1,3}	Principal Interest		Additional Interest		Annual Collection Costs		Annual Installment Due 1/31/2025 ^{1,2}	
168834	Initial Parcel	\$ 5,139,000.00	\$ 75,000.00	\$ 307,496.00	\$	-	\$	50,000.00	\$	432,496.00
-	Total	\$ 5,139,000.00	\$ 75,000.00	\$ 307,496.00	\$	-	\$	50,000.00	\$	432,496.00

- [1] Total may not match the Outstanding Assessment and Annual Installment due to rounding.
- [2] The Annual Installment covers the period January 1, 2024 to December 31, 2024, is due by January 31, 2025.
- [3] Outstanding Assessment prior to 1/31/2025 Annual Installment.

EXHIBIT G-2 – ANNUAL INSTALLMENTS

	Reimbursement Obligation								
Installment Due 1/31		Principal	Interest ^{1,2}		Additional Interest ²		Annual Collection Costs		tal Annual stallment Due ^{3,4}
2025	\$	75,000	\$	307,496	\$ -	\$	50,000	\$	432,496
2026	\$	77,000	\$	303,840	\$ -	\$	51,000	\$	431,840
2027	\$	81,000	\$	299,220	\$ -	\$	52,020	\$	432,240
2028	\$	85,000	\$	294,360	\$ -	\$	53,060	\$	432,420
2029	\$	90,000	\$	289,260	\$ -	\$ \$	54,122	\$	433,382
2030	\$	94,000	\$	283,860	\$ -	\$	55,204	\$	433,064
2031	\$	99,000	\$	278,220	\$ -	\$	56,308	\$	433,528
2032	\$	104,000	\$	272,280	\$ -	\$	57,434	\$	433,714
2033	\$	109,000	\$	266,040	\$ -	\$	58,583	\$	433,623
2034	\$	115,000	\$	259,500	\$ -	\$	59,755	\$	434,255
2035	\$	121,000	\$	252,600	\$ -	\$	60,950	\$	434,550
2036	\$	127,000	\$	245,340	\$ -	\$	62,169	\$	434,509
2037	\$	134,000	\$	237,720	\$ -	\$	63,412	\$	435,132
2038	\$	141,000	\$	229,680	\$ -	\$	64,680	\$	435,360
2039	\$	149,000	\$	221,220	\$ -	\$	65,974	\$	436,194
2040	\$	157,000	\$	212,280	\$ -	\$	67,293	\$	436,573
2041	\$	165,000	\$	202,860	\$ -	\$	68,639	\$	436,499
2042	\$	174,000	\$	192,960	\$ -	\$	70,012	\$	436,972
2043	\$	184,000	\$	182,520	\$ -	\$	71,412	\$	437,932
2044	\$	194,000	\$	171,480	\$ -	\$	72,841	\$	438,321
2045	\$	205,000	\$	159,840	\$ -	\$	74,297	\$	439,137
2046	\$	216,000	\$	147,540	\$ -	\$	75,783	\$	439,323
2047	\$	229,000	\$	134,580	\$ -	\$	77,299	\$	440,879
2048	\$	242,000	\$	120,840	\$ -	\$	78,845	\$	441,685
2049	\$	256,000	\$	106,320	\$ -	\$	80,422	\$	442,742
2050	\$	270,000	\$	90,960	\$ -	\$	82,030	\$	442,990
2051	\$	286,000	\$	74,760	\$ -	\$	83,671	\$	444,431
2052	\$	302,000	\$	57,600	\$ -	\$	85,344	\$	444,944
2052	\$	320,000	\$	39,480	\$ -	\$	87,051	\$	446,531
2053	\$	338,000	\$	20,280	\$ -	\$	88,792	\$	447,072
Total	\$	5,139,000	\$	5,954,936	\$ -	\$	2,028,404	\$ 1	.3,122,340

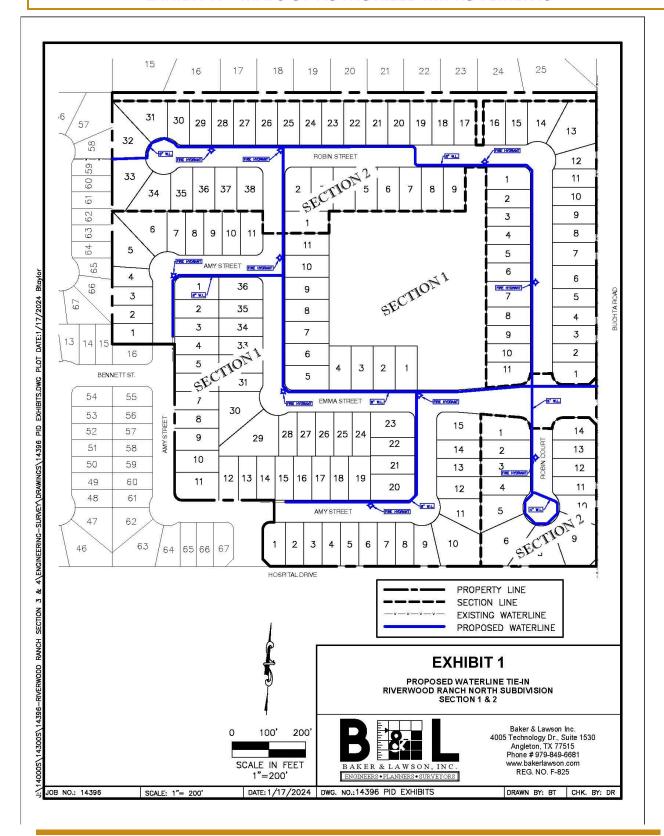
^[1] Interest on the Improvement Area #1 Reimbursement Obigation is calculated at a rate of 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.72% as of January 31, 2024.

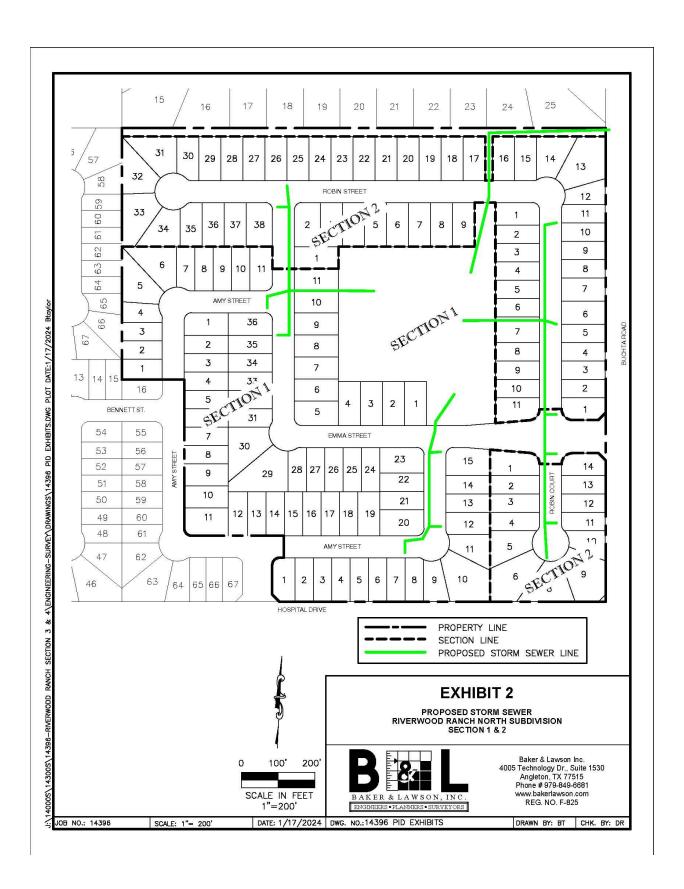
^[2] If PID Bonds are issued, the interest on the Assessments will adjust to the interest rate on the PID Bonds plus Additional Interest which will be collected if PID Bonds are issued.

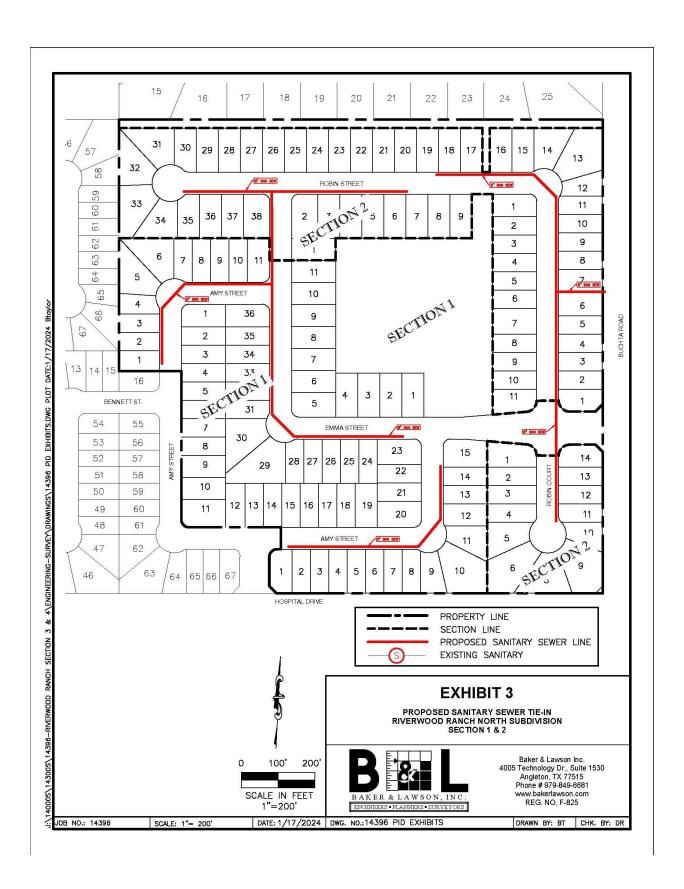
^[3] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update.

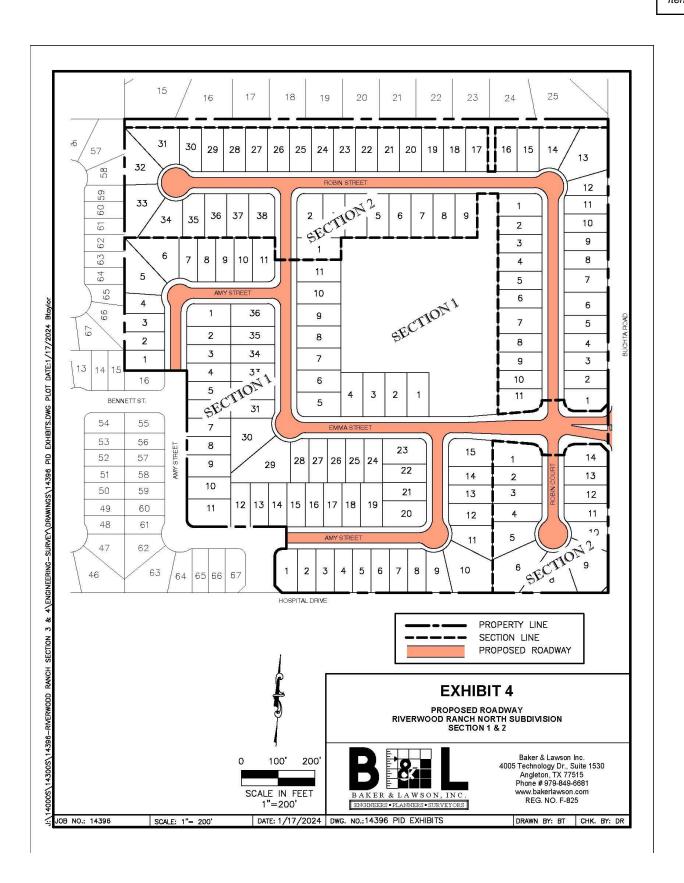
^[4] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H – MAPS OF AUTHORIZED IMPROVEMENTS









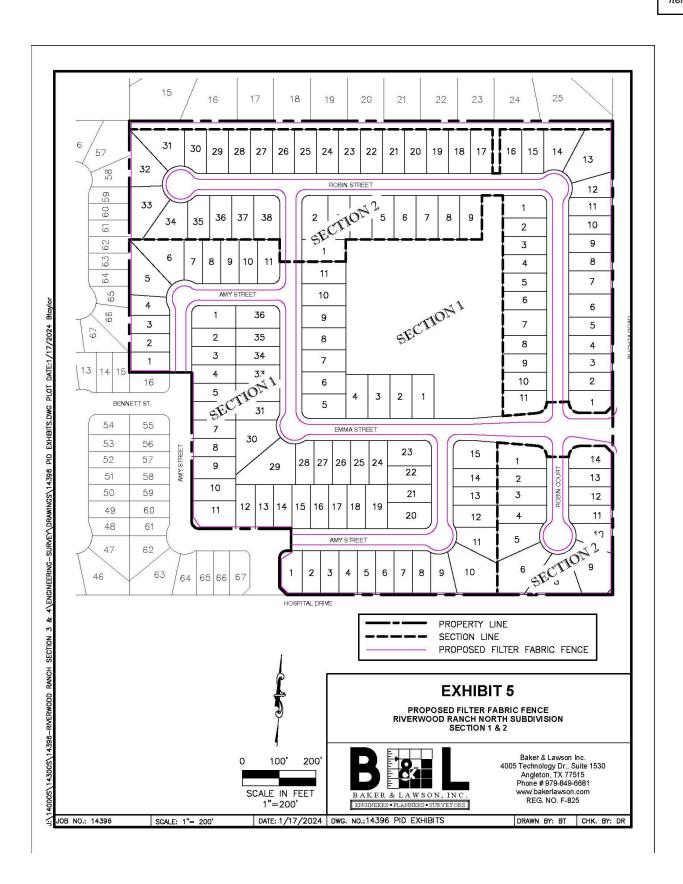


EXHIBIT I – FORM OF NOTICE OF PID ASSESSMENT LIEN TERMINATION



P3Works, LLC 9284 Huntington Square, Ste 100 North Richland Hills, TX 76182

[Date]
Brazoria County Clerk's Office
Honorable _____
1524 E Mulberry St
Angleton, TX 77515

P3Works, LLC (817) 393-0353 Admin@P3-Works.com www.P3-Works.com

AFTER RECORDING RETURN TO:

[City Secretary Name] [City Secretary Address]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS §

§ NOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA §

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Angleton, Texas, a Texas home rule municipality.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Angleton, Texas (hereinafter referred to as the "City"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and of the City; and

WHEREAS, on or about October 24, 2023, the City Council for the City, approved Resolution No. 20231024-010, creating Riverwood Ranch North Public Improvement District; and

WHEREAS, the Riverwood Ranch North Public Improvement District consists of approximately 35.620 contiguous acres within the corporate limits of the City; and

WHEREAS, on or about, March 12, 2024, the City Council, approved Ordinance No. [2024-XXX], (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the Property within the Riverwood Ranch North Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") for the following property: [legal description], a subdivision in Brazoria County, Texas, according to the map or plat of record in Document/Instrument No. ______ of the Plat Records of Brazoria County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

the Real Property Records of Bra the Property releases and discharge	zoria Coges, and	er and holder of the Lien, Instrument No, in bunty, Texas, in the amount of the Lien Amount against by these presents does hereby release and discharge, the held by the undersigned securing said indebtedness.
EXECUTED to be EFFECTIVE	E this the	e day of, 20
		CITY OF ANGLETON, TEXAS, A Texas home rule municipality,
ATTEST:		By: [Manager Name], City Manager
[Secretary Name], City Secretary	<u></u>	
STATE OF TEXAS COUNTY OF BRAZORIA	§ § §	
		d before me on the day of, 20, by [City as, a Texas home rule municipality, on behalf of said
		Notary Public, State of Texas

EXHIBIT J – DISTRICT BOUNDARY DESCRIPTION



County: Brazoria

Project: District Boundary Riverwood Ranch North

Job No.: 14396

FIELD NOTES FOR 35,608 ACRE TRACT

Being a 35.608 acre tract of land, located in the T.S. Lee Survey, Abstract No. 318, in Brazoria County, Texas, being a portion of a called 73.74 acre tract in the name Riverwood Ranch Land Holdings, LLC, a Texas limited liability company, as recorded in County Clerks File No. (C.C.F.N.) 2020043779 of the Official Public Records, Brazoria County, Texas (O.P.R.B.C.T.), being referred to herein after as the above reference tract of land, said 35.608 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the South line of the above referenced tract, same being the North right of way line of Hospital Drive;

THENCE North 47°34'23" West, over and across the above referenced tract, a distance of 28.14 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE North 02°52'30" West, over and across the above referenced tract, a distance of 80.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, being the beginning of a curve to the right;

THENCE over and across the above referenced tract and said curve to the right an arc distance of 31.42 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, said curve having a radius of 20.00 feet, a central angle of 90°00'00", a chord bearing of North 42°07'30" East and a distance of 28.28 feet;

THENCE North 02°52'30" West, over and across the above referenced tract, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, being the beginning of a curve to the right;

THENCE South 87°07'30" West, over and across the above referenced tract, a distance of 240.48 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found for corner, being the beginning of a curve to the right:

THENCE over and across the above referenced tract and said curve to the right an arc distance of 31.42 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, said curve having a radius of 20.00 feet, a central angle of 90°00'00", a chord bearing of North 47°52'30" East and a distance of 28.28 feet;

THENCE North 02°52'30" West, over and across the above referenced tract, a distance of 411.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE South 87°07'30" West, over and across the above referenced tract a distance of 170.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE North 02°52'30" West, over and across the above referenced tract, a distance of 679.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found for corner, being on the North line of the above referenced tract, same being the South line of Colony Square Subdivision, as recorded in Volume 16, Page 321 of the Plat Records, Brazoria County, Texas (P.R.B.C.T.);

THENCE North 87°07'30" East, along the common line of the above referenced tract and said Colony Square Subdivision, a distance of 1,317.70 feet to a 1/2 inch iron rod with cap stamped "Pinpoint" found for corner, being the Northeast corner of the above referenced tract, same being on the West right of way line of Buchta Road;

J:\14000s\14300s\14395-Riverwood Ranch Section II\ENGINEERING-SURVEY\SURVEY\DRAFT\PID 2\14396 35.608 Ac Rev. 1.docx

4005 Technology Dr., Suite 1530, Angleton, Texas 77515 • Phone: (979) 849-6681 Texas Firm Registration No. 10052500



THENCE South 02°52'30" East, along the common line of the above referenced tract and said Buchta Road, a distance of 1,290.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, being the Southeast corner of the above referenced tract, same being on said North right of way line of Hospital Drive;

THENCE South 87°07'30" West, along the common line of the above referenced tract and said North right of way line of Hospital drive, a distance of 887.42 feet to the POINT OF BEGINNING of the herein described tract, containing 35.608 acres of land, more or less.

Darrel Heidrich Registered Professional Land Surveyor Texas Registration No. 5378

01/08/2024



J:\14000s\14300s\14395-Riverwood Ranch Section II\ENGINEERING-SURVEY\SURVEY\DRAFT\PID 2\14396 35.608 Ac Rev. 1.docx

4005 Technology Dr., Suite 1530, Angleton, Texas 77515 • Phone: (979) 849-6681 Texas Firm Registration No. 10052500

APPENDIX A -ENGINEER'S REPORT

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Riverwood Ranch North Subdivision - Sections 1 & 2
PUBLIC IMPROVEMENTS DISTRICT (PID) ENGINEER'S REPORT - RIVERWOOD RANCH NORTH PID

January 10, 2024

INTRODUCTION

Riverwood Ranch North Subdivision is a proposed master planned subdivision community by Riverwood Ranch, LLC. The development proposes 144 single family residential lots and is located on 35.608 contiguous acres located within the corporate limits of the City of Angleton, Brazoria County, Texas. The subject property is located north of Hospital Drive situated between N. Downing Street to the west and Buchta Road to the east. The community will include open space and a detention ponds in the subdivision.

Riverwood Ranch North PID (The District) consists of Sections 1 and 2 and is approximately 35.608 acres.

This report includes the supporting documentation for the issuance of The District bonds by the City of Angleton. The bonds are to be used to finance the public infrastructure items listed below that are necessary for buildout of Sections 1 and 2.

Development Improvements

Clearing and Grubbing

Clearing and Grubbing includes clear and grub, excavation and embankment for the limits of the District.

Streets - Paving

Improvements including mobilization, subgrade stabilization, road base, asphalt, concrete and reinforcing steel for roadways, testing, sidewalks, handicapped ramps, and streetlights. All related demolition, tree removal, clearing and grubbing, earthwork, excavation, retaining walls, intersections, signage and striping, and revegetation of all disturbed areas within the right-of-way are included. Improvements including erosion control measures (e.g. erosion matting, rock berms, silt fence, inlet protection), construction entrance, SWPPP sign and inspections and re-vegetation of all disturbed areas within The District are included. The erosion control improvements will provide benefit to all lots within The District. The street improvements will provide benefit to each lot within The District.

Drainage - Detention

Detention includes clearing, pond excavation and embankment, soil testing, channels, rock riprap walls, construction of outfall structures, erosion controls, revegetation and utility improvements are also included.

DOUGLAS B. ROESLER, P.E. - Principal Engineer 4005 TECHNOLOGY DRIVE, SUITE 1530, ANGLETON, TEXAS 77515 (979) 849-6681 • Fax (979) 849-4689

Texas Registered Engineering Firm F-825 • Texas Board Of Professional Land Surveying No. 10052500

Drainage - Storm Water

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

Potable Water

Improvements including trench excavation and embedment, trench safety, piping, encasement, service connections, hydrants, service for park, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to all lots within The District.

Wastewater

Improvements including trench excavation and embedment, trench safety, piping, encasing, boring, manholes, lift station, force main, service connections, testing, related earthwork, excavation erosion control and all necessary appurtenances required to provide wastewater service to all lots within The District .

Landscaping, Parks and Amenities

The District includes fencing, sidewalks, irrigation, in addition to landscaped areas and grass covered areas within the subdivision. These improvements include erosion control measures, earthwork, site improvements, planting and vegetation. The landscaping, parks and amenities improvements will provide benefit to all lots within The District.

Soft Costs

Costs related to designing, constructing, installing, and financing The District Improvements, including land planning and design, City fees, engineering, soil testing survey, construction management, legal fees, consultant fees, contingency, inspection fees, and other PID costs incurred and paid by the Developer. The soft cost will provide benefit to all lots within The District.

Development Costs

An Engineers' Opinion of Probable Cost (OPC) has been prepared for The District improvement described above and is included as the Public Improvement District Cost Estimate. This Opinion of Probable Cost is based on contractor pricing and Baker & Lawson, Inc. reasonable professional judgement and experience and does not constitute a warranty, expressed or implied. Actual costs may vary.

Development and Construction Schedule

Section 1 and Section 2

Construction Commenced – October 17, 2023 Estimated Completion of Construction and $1^{\rm st}$ Lot Delivery - March 15, 2024 Estimated $1^{\rm st}$ Home Closing – September 15, 2024

There are no private improvements or major improvements to Riverwood Ranch North Sections 1 & 2.

Thank you for your review of this letter and the associated plat and related information. Should you have any questions or wish to discuss this submittal in detail, please contact me at (979) 849-6681 or droesler@bakerlawson.com

Sincerely,

Douglas B. Roesler, P.E.

President

TBPE Firm No. F-825 TBPLS Firm No. 100525200



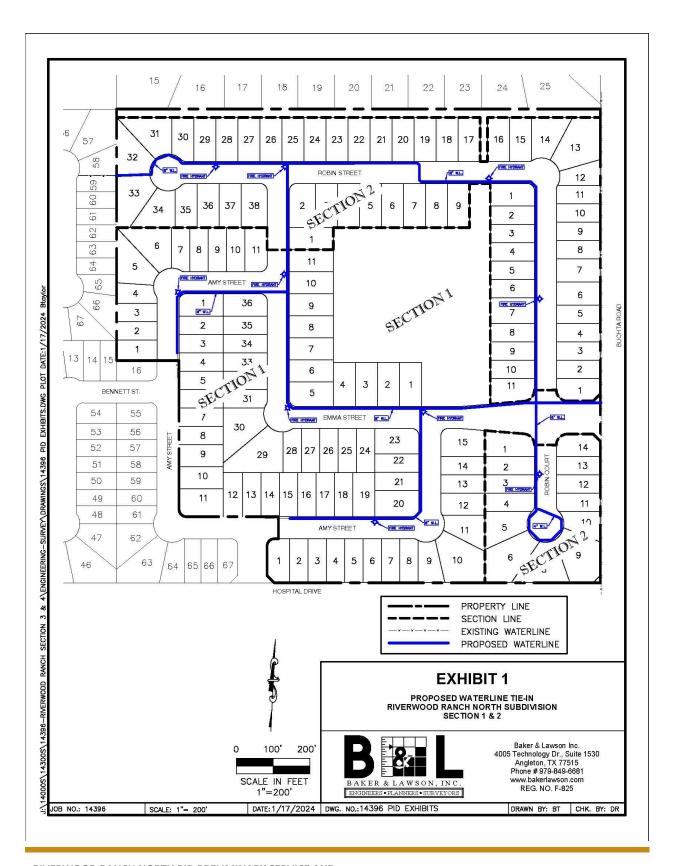
RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT PID REIMBURSEMENT SUMMARY

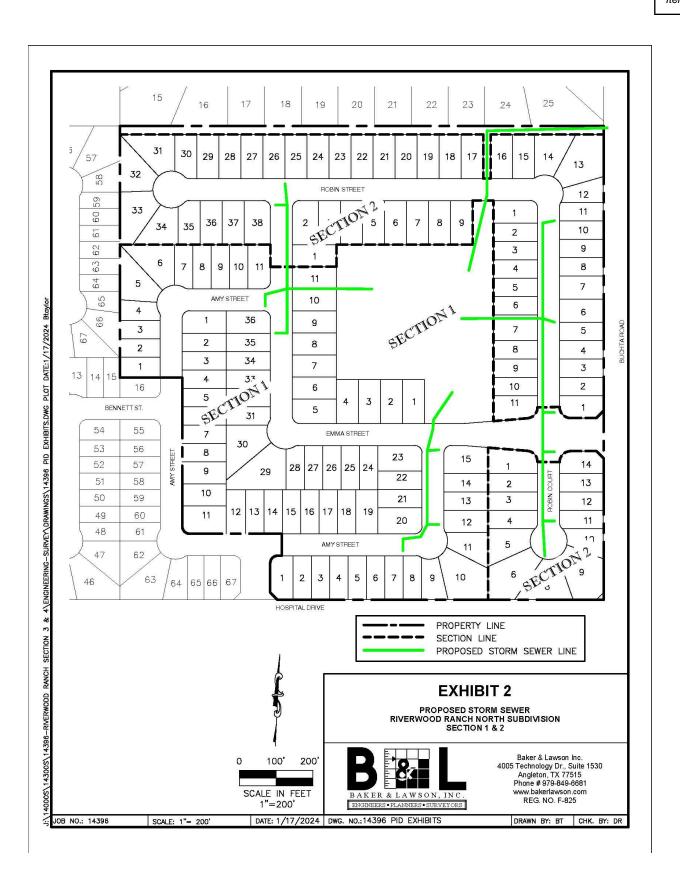
Туре	Description	В	udget Amount	Note
Hard costs	Clearing & Grubbing	\$	200,000.00	
Hard costs	Potable Water	\$	307,830.10	
Hard costs	Drainage - Storm Sewer	\$	325,050.13	1
Hard costs	Wastewater	\$	438,650.29	\$ 2,998,927.23
Hard costs	Drainage - Detention	\$	391,250.85	1
Hard costs	Streets - Paving	\$	1,536,145.86	1
Hard costs	Landscape - Planting	\$	66,430.20	
	Hardscape - Fencing, Fountain, Walking			1
Hard costs	Trails, etc.	\$	255,284.50	\$ 382,514.70
Hard costs	Landscape - Irrigation	\$	38,300.00	1
Hard costs	Landscape - Architect	\$	22,500.00	1
Soft costs	Engineering	\$	290,160.00	
Soft costs	Legal Fee	\$	50,000.00	
Soft costs	PID Creation	\$	50,000.00	
Soft costs	Accounting Fee	\$	50,000.00	
Soft costs	Predevelopment Costs	\$	18,000.00	
Soft costs	City Fees	\$	39,510.33	
Contingency	Contingency	\$	815,822.45	20% of total costs
Management Fee	Construction Management Fee	\$	195,797.39	4% of total PID eligible costs

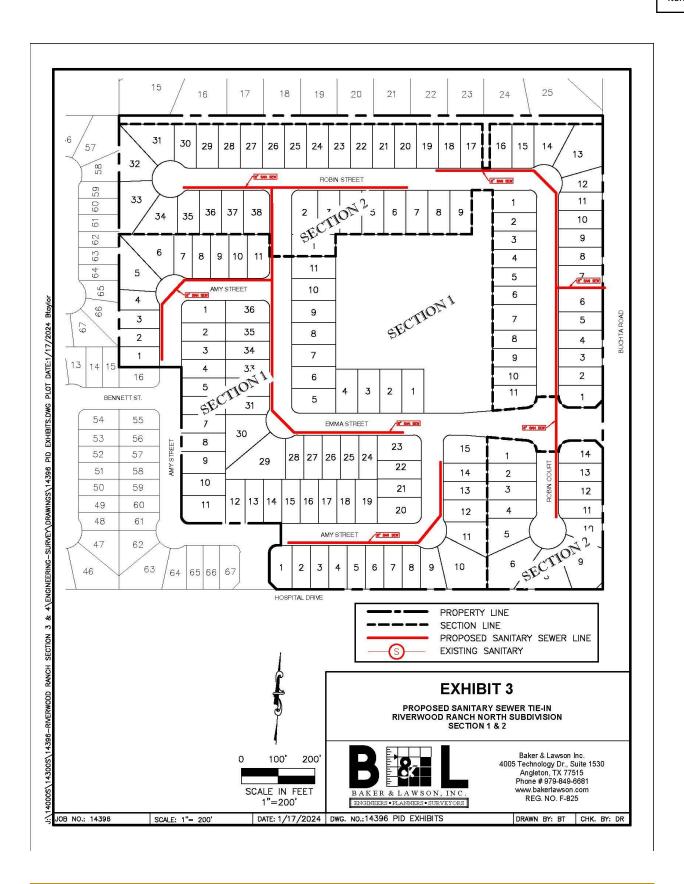
Total Development Costs \$ 5,090,732.10

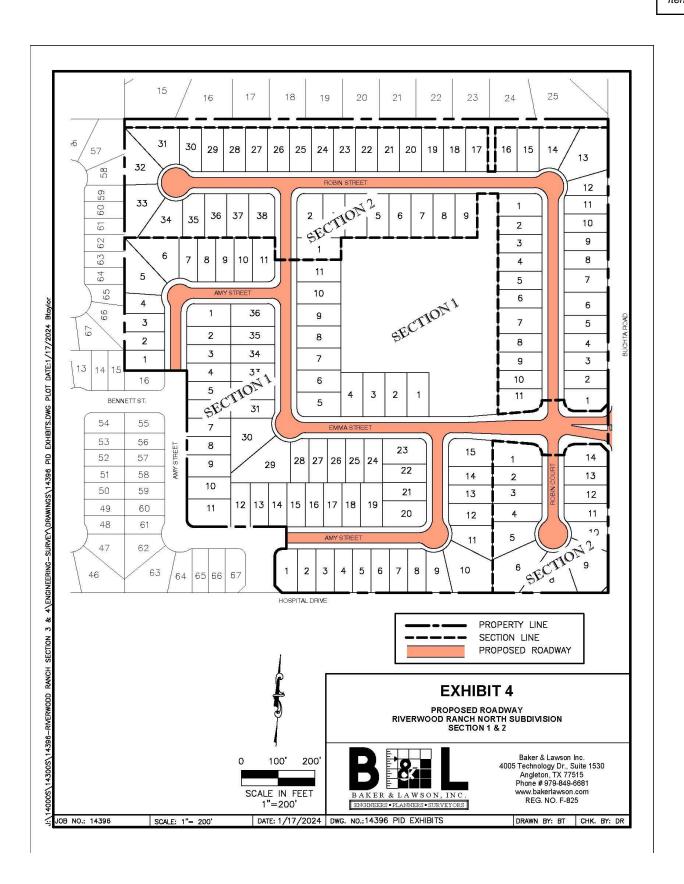
TOTAL PID REIMBURSEMENT AMOUNT \$ 5,090,732.10

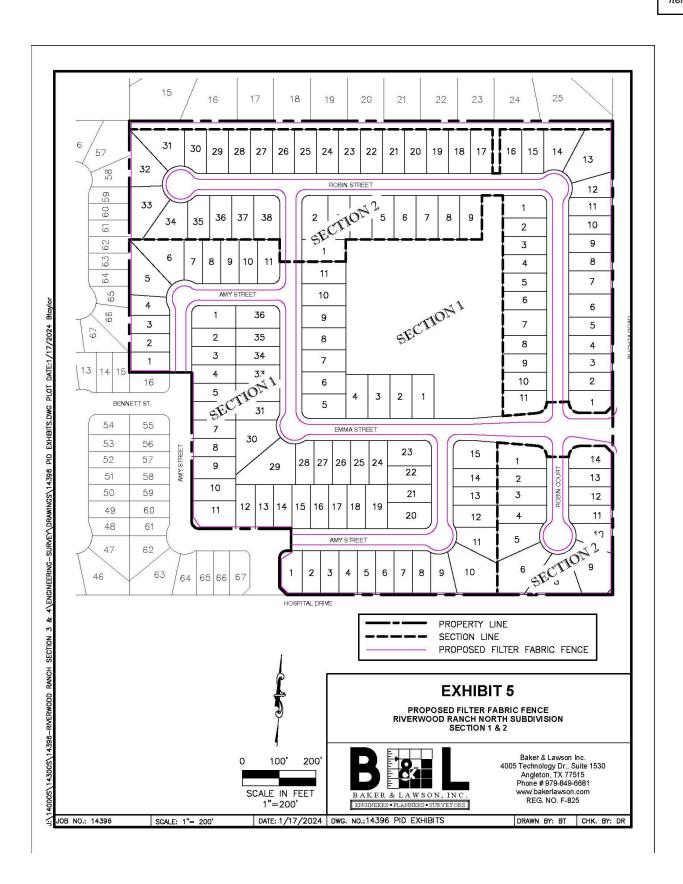
DOUGLAS B. ROESLEF











APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this Appendix:

- o Initial Parcel
- o Lot Type 1
- o Lot Type 2

RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE INITIAL PARCEL

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING	RETURN TO:
	-
	<u> </u>
NOTICE OF OBLIC	GATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
	CITY OF ANGLETON, TEXAS
(CONCERNING THE FOLLOWING PROPERTY
_	STREET ADDRESS

INITIAL PARCEL PRINCIPAL ASSESSMENT: \$5,139,000.00

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

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

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

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

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

	ges receipt of this notice before the effective date
of a binding contract for the purchase of the rea	al property at the address described above.
DATE:	DATE:
SIGNATURE OF PURCHASER	SIGNATURE OF PURCHASER
The undersigned seller asknowledges	providing this notice to the potential purchaser
	or the purchase of the real property at the address
described above.	1 1 1
DATE	D A TIE
DATE:	DATE:
SIGNATURE OF SELLER	SIGNATURE OF SELLER] ²

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

The undersigned purchaser acknowledges receipt of this notice before the effective date

of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current

Notary Public, State of Texas]³

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

Section 5.0143, Texas Property Code, as a property at the address above.	amended, at the closi	ing of the purchase of the real
DATE:		DATE:
SIGNATURE OF SELLER		SIGNATURE OF SELLER
STATE OF TEXAS	\$ \$ \$	
COUNTY OF	\$ §	
The foregoing instrument was ackn, known to me to be foregoing instrument, and acknowledged to purposes therein expressed. Given under my hand and seal of o	e the person(s) whose o me that he or she ex	name(s) is/are subscribed to the secuted the same for the
Notary Public, State of Texas] ⁴		

[The undersigned seller acknowledges providing a separate copy of the notice required

by Section 5.014 of the Texas Property Code including the current information required by

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

ANNUAL INSTALLMENTS - INITIAL PARCEL

	Reimburseme	bursement Obligation							
Installment Due 1/31	Principal	rincipal Interest ^{1,2}			Additional Interest ²	(Annual Collection Costs	In	tal Annual stallment Due ^{3,4}
2025	\$ 75,000	\$	307,496	\$	-	\$	50,000	\$	432,496
2026	\$ 77,000	\$	303,840	\$	-	\$	51,000	\$	431,840
2027	\$ 81,000	\$	299,220	\$	-	\$	52,020	\$	432,240
2028	\$ 85,000	\$	294,360	\$	-	\$	53,060	\$	432,420
2029	\$ 90,000	\$	289,260	\$	-	\$	54,122	\$	433,382
2030	\$ 94,000	\$	283,860	\$	-	\$	55,204	\$	433,064
2031	\$ 99,000	\$	278,220	\$	-	\$	56,308	\$	433,528
2032	\$ 104,000	\$	272,280	\$	-	\$	57,434	\$	433,714
2033	\$ 109,000	\$	266,040	\$	-	\$	58,583	\$	433,623
2034	\$ 115,000	\$	259,500	\$ \$	-	\$	59,755	\$	434,255
2035	\$ 121,000	\$	252,600		-	\$	60,950	\$	434,550
2036	\$ 127,000	\$	245,340		-	\$	62,169	\$	434,509
2037	\$ 134,000	\$	237,720	\$	-	\$	63,412	\$	435,132
2038	\$ 141,000	\$	229,680	\$	-	\$	64,680	\$	435,360
2039	\$ 149,000	\$	221,220	\$	-	\$	65,974	\$	436,194
2040	\$ 157,000	\$	212,280	\$	-	\$	67,293	\$	436,573
2041	\$ 165,000	\$	202,860	\$	-	\$	68,639	\$	436,499
2042	\$ 174,000	\$	192,960	\$	-	\$	70,012	\$	436,972
2043	\$ 184,000	\$	182,520	\$	-	\$	71,412	\$	437,932
2044	\$ 194,000	\$	171,480	\$	-	\$	72,841	\$	438,321
2045	\$ 205,000	\$	159,840	\$	-	\$	74,297	\$	439,137
2046	\$ 216,000	\$	147,540	\$	-	\$	75,783	\$	439,323
2047	\$ 229,000	\$	134,580	\$	-	\$	77,299	\$	440,879
2048	\$ 242,000	\$	120,840	\$	-	\$	78,845	\$	441,685
2049	\$ 256,000	\$	106,320	\$	-	\$	80,422	\$	442,742
2050	\$ 270,000	\$	90,960	\$	-	\$	82,030	\$	442,990
2051	\$ 286,000	\$	74,760	\$	-	\$	83,671	\$	444,431
2052	\$ 302,000	\$	57,600	\$	-	\$	85,344	\$	444,944
2052	\$ 320,000	\$	39,480	\$	-	\$	87,051	\$	446,531
2053	\$ 338,000	\$	20,280	\$	-	\$	88,792	\$	447,072
Total	\$ 5,139,000	\$	5,954,936	\$	-	\$	2,028,404	\$ 1	.3,122,340

Footnotes:

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

^[2] If PID Bonds are issued, the interest on the Assessments will adjust to the interest rate on the PID Bonds plus Additional Interest which will be collected if PID Bonds are issued.

^[3] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update.

^[4] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 1

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING	G ¹ RETURN TO:
	<u></u>
NOTICE OF OBL	IGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
	CITY OF ANGLETON, TEXAS
	CONCERNING THE FOLLOWING PROPERTY
	STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$34,871.79

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

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

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

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

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

of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

The undersigned purchaser acknowledges receipt of this notice before the effective date

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

The undersigned purchaser acknowledges receipt of this notice before the effective date

of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current

Notary Public, State of Texas]³

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

	e including th	g a separate copy of the notice required by e current information required by Section g of the purchase of the real property at the
DATE:		DATE:
SIGNATURE OF SELLER		SIGNATURE OF SELLER
STATE OF TEXAS COUNTY OF	\$ \$ \$	
The foregoing instrument was ackan to me to foregoing instrument, and acknowledged therein expressed.	be the person	n(s) whose name(s) is/are subscribed to the
Given under my hand and seal of o	office on this	20
Given under my hand and sear or c	_	

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

ANNUAL INSTALLMENTS - LOT TYPE 1

	Reimbursement Obligation									
Installment					Δd	Additional		Annual	Total Annual	
Due 1/31		Principal		Interest ^{1,2}		terest ²	Co	ollection	li	nstallment
Due 1/31						interest		Costs	Due ^{3,4}	
2025	\$	508.93	\$	2,086.58	\$	-	\$	339.29	\$	2,934.79
2026	\$	522.50	\$	2,061.77	\$	-	\$	346.07	\$	2,930.34
2027	\$	549.64	\$	2,030.42	\$	-	\$	352.99	\$	2,933.06
2028	\$	576.79	\$	1,997.44	\$	-	\$	360.05	\$	2,934.28
2029	\$	610.71	\$	1,962.84	\$	-	\$	367.25	\$	2,940.80
2030	\$	637.86	\$	1,926.19	\$	-	\$	374.60	\$	2,938.65
2031	\$	671.79	\$	1,887.92	\$	-	\$	382.09	\$	2,941.80
2032	\$	705.71	\$	1,847.61	\$	-	\$	389.73	\$	2,943.06
2033	\$	739.64	\$	1,805.27	\$	-	\$	397.53	\$	2,942.44
2034	\$	780.36	\$	1,760.89	\$	-	\$	405.48	\$	2,946.73
2035	\$	821.07	\$	1,714.07	\$	-	\$	413.59	\$	2,948.73
2036	\$	861.79	\$	1,664.81	\$	-	\$	421.86	\$	2,948.45
2037	\$	909.29	\$	1,613.10	\$	-	\$	430.30	\$	2,952.68
2038	\$	956.79	\$	1,558.54	\$	-	\$	438.90	\$	2,954.23
2039	\$	1,011.07	\$	1,501.14	\$	-	\$	447.68	\$	2,959.89
2040	\$	1,065.36	\$	1,440.47	\$	-	\$	456.63	\$	2,962.46
2041	\$	1,119.64	\$	1,376.55	\$	-	\$	465.77	\$	2,961.96
2042	\$	1,180.71	\$	1,309.37	\$	-	\$	475.08	\$	2,965.17
2043	\$	1,248.57	\$	1,238.53	\$	-	\$	484.58	\$	2,971.68
2044	\$	1,316.43	\$	1,163.61	\$	-	\$	494.28	\$	2,974.32
2045	\$	1,391.07	\$	1,084.63	\$	-	\$	504.16	\$	2,979.86
2046	\$	1,465.71	\$	1,001.16	\$	-	\$	514.24	\$	2,981.12
2047	\$	1,553.93	\$	913.22	\$	-	\$	524.53	\$	2,991.68
2048	\$	1,642.14	\$	819.99	\$	-	\$	535.02	\$	2,997.15
2049	\$	1,737.14	\$	721.46	\$	-	\$	545.72	\$	3,004.32
2050	\$	1,832.14	\$	617.23	\$	-	\$	556.63	\$	3,006.01
2051	\$	1,940.71	\$	507.30	\$	-	\$	567.77	\$	3,015.78
2052	\$	2,049.29	\$	390.86	\$	-	\$	579.12	\$	3,019.27
2052	\$	2,171.43	\$	267.90	\$	-	\$	590.70	\$	3,030.03
2053	\$	2,293.57	\$	137.61	\$	-	\$	602.52	\$	3,033.70
Total	\$	34,871.79	\$	40,408.49	\$	-	\$ 1	3,764.17	\$	89,044.45

Footnotes:

Annual Installment Schedule to Notice of Obligation to Pay Improvement District Assessment

^[1] Interest is calculated at a rate of 6.00% for illustrative purposes.

^[2] If PID Bonds are issued, the interest on the Assessments will adjust to the interest rate on the PID Bonds plus Additional Interest which will be collected if PID Bonds are issued.

^[3] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update.

^[4] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 2

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDIN	G ¹ RETURN TO:
NOTICE OF OBL	IGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
1,01102 01 022	CITY OF ANGLETON, TEXAS
	CONCERNING THE FOLLOWING PROPERTY
	STREET ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$36,707.14

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

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

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

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

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

of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

The undersigned purchaser acknowledges receipt of this notice before the effective date

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

The undersigned purchaser acknowledges receipt of this notice before the effective date

of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current

Notary Public, State of Texas]³

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

Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above. DATE: DATE: SIGNATURE OF SELLER SIGNATURE OF SELLER STATE OF TEXAS COUNTY OF _____ The foregoing instrument was acknowledged before me by _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed. Given under my hand and seal of office on this _______, 20___. Notary Public, State of Texas¹

The undersigned seller acknowledges providing a separate copy of the notice required

by Section 5.014 of the Texas Property Code including the current information required by

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

ANNUAL INSTALLMENTS - LOT TYPE 2

	Reimbursement Obligation											
Installment Due 1/31		Principal Interest ^{1,2}		Principal		Interest ^{1,2}		dditional nterest ²		Annual ollection Costs		otal Annual Installment Due ^{3,4}
2024	\$	535.71	\$	2,196.40	\$	-	\$	357.14	\$	3,089.26		
2024	\$	550.00	۶ \$	2,130.40	۶ \$	-	۶ \$	364.29	۶ \$	3,084.57		
2025	\$	578.57	۶ \$	2,170.29	۶ \$	-	۶ \$	371.57	۶ \$	3,084.37		
2020	\$	607.14	۶ \$	2,137.29	۶ \$	_	۶ \$	371.37	۶ \$	3,088.72		
2027	\$	642.86	\$	2,102.37	۶ \$	_	\$	386.58	\$	3,088.72		
2028	\$	671.43	۶ \$	2,000.14	۶ \$	-	۶ \$	394.31	۶ \$	3,093.31		
2029	\$	707.14	۶ \$	1,987.29	۶ \$	-	۶ \$	402.20	۶ \$	3,095.51		
2030	\$	742.86	۶ \$	1,944.86	۶ \$	-	۶ \$	410.24	۶ \$	3,090.03		
2031	\$ \$	742.86	۶ \$	1,944.86	۶ \$	-	۶ \$	410.24	۶ \$	3,097.31		
2032	\$ \$	821.43	۶ \$	1,853.57	۶ \$	-	۶ \$	426.82	۶ \$	3,101.82		
2033	\$	864.29	۶ \$	-	۶ \$	-	۶ \$	435.36	۶ \$	3,101.82		
1	\$ \$	907.14	\$ \$			-	\$ \$	444.06	۶ \$	3,103.93		
2035	\$ \$		\$ \$			-	\$ \$		۶ \$	-		
2036 2037	\$ \$	957.14	\$ \$	1,698.00	\$ \$	-	\$ \$	452.94 462.00	۶ \$	3,108.09		
2037	\$ \$	1,007.14 1,064.29	\$ \$	1,640.57 1,580.14	\$ \$	-	\$ \$	462.00	۶ \$	3,109.72		
2038	\$ \$	· ·	۶ \$	•	۶ \$	-	۶ \$		۶ \$	3,115.67		
1		1,121.43	\$ \$	1,516.29	\$ \$	-		480.67	\$ \$	3,118.38		
2040	\$	1,178.57		1,449.00		-	\$	490.28		3,117.85		
2041	\$	1,242.86	\$	1,378.29	\$	-	\$	500.09	\$	3,121.23		
2042	\$	1,314.29	\$	1,303.71	\$	-	\$	510.09	\$	3,128.09		
2043	\$	1,385.71	\$	1,224.86	\$	-	\$	520.29	\$	3,130.86		
2044	\$	1,464.29	\$	1,141.71	\$	-	\$	530.70	\$	3,136.70		
2045	\$	1,542.86	\$	1,053.86	\$	-	\$	541.31	\$	3,138.02		
2046	\$	1,635.71	\$	961.29	\$	-	\$	552.14	\$	3,149.14		
2047	\$	1,728.57	\$	863.14	\$	-	\$	563.18	\$	3,154.89		
2048	\$	1,828.57	\$	759.43	\$	-	\$	574.44	\$	3,162.44		
2049	\$	1,928.57	\$	649.71	\$	-	\$	585.93	\$	3,164.22		
2050	\$	2,042.86	\$	534.00	\$	-	\$	597.65	\$	3,174.51		
2051	\$	2,157.14	\$	411.43	\$	-	\$	609.60	\$	3,178.17		
2052	\$	2,285.71	\$	282.00	\$	-	\$	621.79	\$	3,189.51		
2053	\$	2,414.29	\$	144.86	\$	-	\$	634.23	\$	3,193.37		
Total	\$	36,707.14	\$	42,535.26	\$	-	Ş 1	4,488.60	\$	93,731.00		

Footnotes:

- [1] Interest is calculated at a rate of 6.00% for illustrative purposes.
- [2] If PID Bonds are issued, the interest on the Assessments will adjust to the interest rate on the PID Bonds plus Additional Interest which will be collected if PID Bonds are issued.
- [3] Excludes the TIRZ Annual Credit Amount which will be calculated annually in each Annual Service Plan Update.
- [4] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 13, 2024

PREPARED BY: Phillip Conner, Finance Director

AGENDA CONTENT: Discussion and possible action on the approval of the Reimbursement

Agreement 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.

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	Imp	rovemen	t District	Reimburse	ment A	greement	(this
"Reimbursement Agreement") is exec	uted	by and	between 1	the City of	Anglet	ton, Texas	(the
"City") and	a	Texas			, (the	"Develo	per")
(individually referred to as a "Party"	and	collectiv	ely as the	e "Parties")	to be	effective a	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 "Authorized 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 Authorized Improvements that confer a special benefit on the Assessed Property within the District; and

WHEREAS, the Developer has begun construction certain of the public improvements within the District (the "Public Improvement Projects") 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 Administrative Expenses) (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" containing accounts therein for each Improvement Area of development. 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 and the first Annual Installment for a Lot or Parcel in the District 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 in Section 3 below 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 applicable account of the Reimbursement Fund subject to Section 3(a)(iii), 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 21. 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.

- 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 the cost of 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 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. This Reimbursement Agreement shall terminate on the earlier of (i) the issuance of Future Bonds to fund the Reimbursement Obligation as reduced by payments made pursuant to Section 3 herein, (ii) the expiration of the Assessments as set forth in the SAP, or (iii) termination of this Agreement pursuant to an Event of Default or termination event herein or under the Development 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 Public Improvement that is not part of the Public Improvement 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 9 below. 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:

- 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. The Developer shall fail to comply in any material respect with any term, provision or covenant of this Reimbursement Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) days after written notice thereof is given by the City to the Developer;
 - 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; OR
 - 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.
 - vii. A Developer event of default under the Development Agreement.
 - viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

- 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 for 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) until the Unpaid Balance is paid in full in accordance herewith, (iii) the issuance of one or more series of Future Bonds to fund, 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 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 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. <u>Iran, Sudan and Foreign Terrorist Organizations</u>. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

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

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 16.26 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 16.23 shall survive termination of the Agreement until the statute of limitations has run.
- 30. <u>Form 1295</u>. 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.

[SIGNATURE PAGES TO FOLLOW]

City Secretary	- <u>Mayor</u>
ATTEST:	CITY OF ANGLETON
Executed by Developer and City	to be effective on the Effective Date.

[DEVELOPER SIGNATURE BLOCK]

By:	
Name:	
Title:	



AGENDA ITEM SUMMARY FORM

MEETING DATE: February 13, 2024

PREPARED BY: Phillip Conner, Finance Director

AGENDA CONTENT: Discussion and possible action to approve Resolution No. 20240213-

017 setting hearing date on the Amended & Restated Tax Increment Reinvestment Zone (TIRZ) No. 2 Project and Financing Plan for March

12, 2024.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

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

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

RECOMMENDATION:

Staff recommends approval of approve Resolution No. 20240213-017 setting hearing date on the Amended & Restated Tax Increment Reinvestment Zone (TIRZ) No. 2 Project and Financing Plan for March 12, 2024, for the Riverwood North Public Improvement District, subject to final approval by the City Attorney.

RESOLUTION NO. 20240213-017

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

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

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

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

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

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

WHEREAS, the City Council has determined to hold a public hearing on March 12, 2024, on the amendment of the Zone.

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

SECTION I. That a public hearing is hereby called for March 12, 2024, at 6:00 p.m., in the City Council Chamber, at Angleton City Hall, 120 S. Chenango Street, Angleton, Texas 77515, for the purpose of hearing any interested person speak for or against: (i) the inclusion of property within the Zone; (ii) the amendment of the Zone, (iii) the boundaries of the Zone; (iv) the concept of tax increment financing, and/or (v) the proposed amended project costs for the Zone.

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

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

SECTION 4. That the City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto as **Exhibit A** in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing on March 12, 2024.

SECTION 5. That before the March 12, 2024, hearing concerning the Zone, the City shall prepare an amended and restated final project and finance plan.

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

DULY RESOLVED by the City Council of the City of Angleton, Texas, on the 13th day of February 2024.

	ANGLETON, TEXAS
	John Wright
ATTEST:	Mayor
Michelle Perez, TRMC City Secretary	
APPROVED:	
City Attorney	

Exhibit A

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

THE CITY OF ANGLETON CITY COUNCIL WILL HOLD A PUBLIC HEARING ON MARCH 12, 2024 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBER LOCATED AT ANGLETON CITY HALL, 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515, ON THE AMENDMENT OF THE CITY OF ANGLETON, TEXAS TAX INCREMENT REINVESTMENT ZONE NO. 2, AND ITS BENEFITS TO THE CITY OF ANGLETON AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE ZONE TO PROTEST THE INCLUSION OF PROPERTY WITHIN THE ZONE; THE AMENDMENT OF THE ZONE; THE BOUNDARIES OF THE ZONE; THE CONCEPT OF TAX INCREMENT FINANCING, AND/OR THE PROPOSED AMENDED PROJECT COSTS FOR THE ZONE. A CITY OF ANGLETON, TEXAS TAX INCREMENT REINVESTMENT ZONE NO. 2, AMENDED AND RESTATED FINAL PROJECT AND FINANCE PLAN, INCLUSIVE OF THE PROPOSED PROJECT COSTS AMENDMENT, IS AVAILABLE IN THE OFFICE OF THE CITY SECRETARY AT 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515, AND IS AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE ZONE: THE AMENDMENT OF THE ZONE: THE BOUNDARIES OF THE ZONE: THE CONCEPT OF TAX INCREMENT FINANCING, AND/OR THE PROPOSED AMENDED PROJECT COSTS FORT HE ZONE. FOLLOWING THE PUBLIC HEARING. THE CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE AMENDING THE ZONE AND OTHER RELATED MATTERS.



CITY OF ANGLETON
TAX INCREMENT REINVESTMENT ZONE NO. 2
AMENDED & RESTATED PROJECT AND FINANCE PLAN
MARCH 12, 2024

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SECTION 1: DEFINITIONS

Capitalized terms used in this Amended Plan shall have the meanings given to them in **Section I** below unless otherwise defined in this Amended Plan or unless the context in which a term is used clearly requires a different meaning.

Unless otherwise defined, a reference to a "Section," or an "Exhibit," shall be a reference to a Section of this Amended Plan or an Exhibit attached to and made a part of this Amended Plan for all purposes.

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

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

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

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

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

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

"City" means the City of Angleton, Texas.

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

"City TIRZ Increment" means the portion of the City's ad valorem tax increment equal to twenty-seven percent (27%) of the ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone, as further described in **Section 12**.

"Creation Ordinance" means Ordinance No. 20200714-012 adopted by the City Council on July 14, 2020, designating the creation of the Zone and the Board.

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

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

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

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

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

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

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

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

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

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

"Riverwood Ranch North PID Service and Assessment Plan" means that certain Riverwood Ranch North Public Improvement District Service and Assessment Plan, as originally adopted by the City on March 12, 2024 pursuant to Ordinance No.

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

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

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

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

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

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

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

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

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

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

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

SECTION 2: INTRODUCTION

2.1 Authority and Purpose

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

2.2 Eligibility Requirements

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

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

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

2.3 The Zone

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

2.4 Preliminary Plan and Hearing

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

2.5 Creation of the Zone

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

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

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

2.6 Council Action

2.6.1 Facilities and Creation Costs Agreement

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

2.6.2 Final Project and Finance Plan

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

2.6.3 Amended Plan

On March 12, 2024, the Board reviewed and recommended to the City Council this Amended Plan, which amends and restates the Final Plan in its entirety. The City Council shall consider this Amended Plan, pursuant to which the City will contribute the City TIRZ Increment into the TIRZ Fund to fund the Project Costs benefiting the Zone.

SECTION 3: DESCRIPTION AND MAPS

3.1 Existing Uses and Conditions

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

3.2 Current Uses

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

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

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

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

SECTION 5: RELOCATION OF DISPLACED PERSONS

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

SECTION 6: NON-PROJECT COSTS

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

SECTION 7: PUBLIC IMPROVEMENTS

7.1 Categories of Public Improvements

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

7.2 Locations of Public Improvements

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

SECTION 8: PROJECT COSTS

8.1 Project Costs

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

8.2 Estimated Administrative Costs

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

8.3 Estimated Timeline of Incurred Costs

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

SECTION 9: ECONOMIC FEASIBILITY

9.1 Feasibility Study

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

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

SECTION 10: ESTIMATED BONDED INDEBTEDNESS

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

SECTION 11: APPRAISED VALUE

11.1 Taxable Increment Base

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

11.2 Estimated Captured Appraised Value

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

SECTION 12: METHOD OF FINANCING

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

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

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

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

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

SECTION 13: DURATION OF THE ZONE, TERMINATION

13.1 Duration

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

13.2 Termination

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

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

LIST OF EXHIBITS

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

[Remainder of page left intentionally blank.]

EXHIBIT A-1 – MAP OF THE ZONE

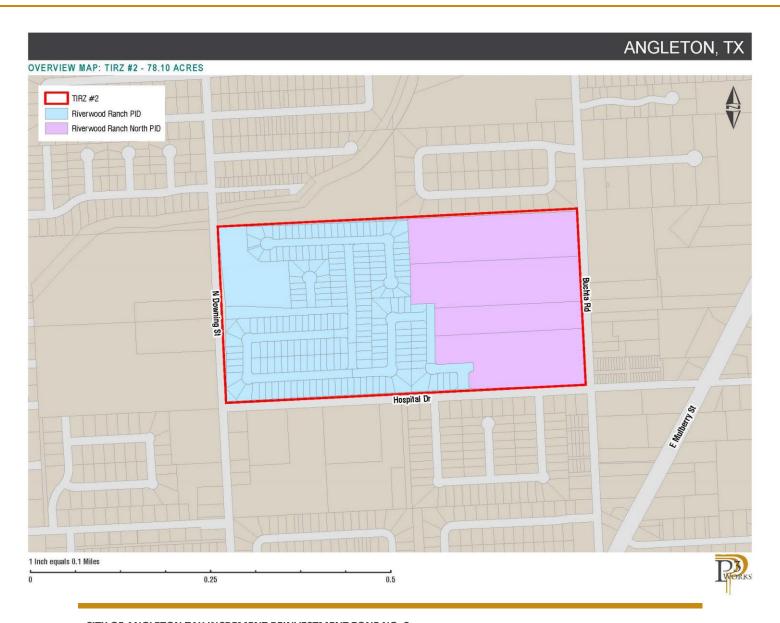


EXHIBIT A-2 – MAP OF THE RIVERWOOD RANCH PROPERTY



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

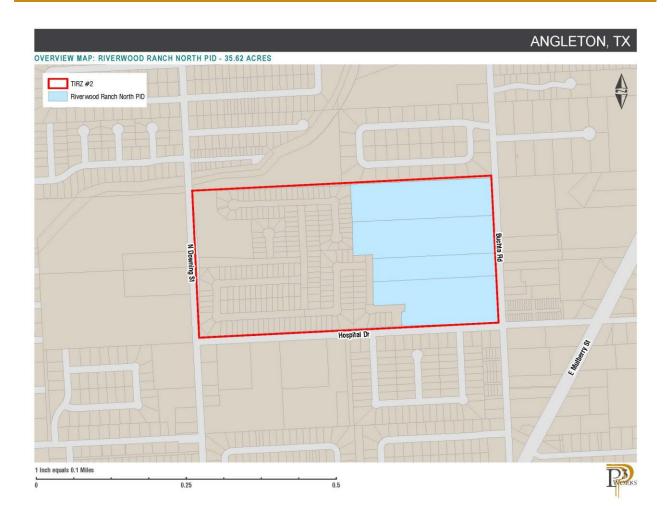


EXHIBIT B - PROJECT COSTS

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

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

⁽¹⁾ As provided by the Owner.

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

EXHIBIT C – NON-PROJECT COSTS

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

Footnotes:

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

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED COSTS

City of Angleton Tax Increment Reinvestment Zone No. 2
Estimated Timeline of Incurred Project Costs

						F	Riverwood			
	Calendar	Ad	ministrative	Riverwood Ranch			Ranch		Total Project Costs ¹	
Zone Year	Year		Costs		Projects		North Projects		Annual	Cumulative
Base	2020									
1	2021	\$	-	\$	545,427	\$	-	\$	545,427	\$ 545,427
2	2022	\$	-	\$	125,646	\$	-	\$	125,646	\$ 671,073
3	2023	\$	10,000	\$	1,764,818	\$	1,210,425	\$	2,985,243	\$ 3,656,315
4	2024	\$	10,200	\$	854,407	\$	4,466,235	\$	5,330,842	\$ 8,987,158
5	2025	\$	10,404	\$	738,999	\$	200,801	\$	950,203	\$ 9,937,361
6	2026	\$	10,612	\$	481,024	\$	-	\$	491,636	\$ 10,428,998
7	2027	\$	10,824	\$	-	\$	-	\$	10,824	\$ 10,439,822
8	2028	\$	11,041	\$	-	\$	-	\$	11,041	\$ 10,450,863
9	2029	\$	11,262	\$	-	\$	-	\$	11,262	\$ 10,462,124
10	2030	\$	11,487	\$	-	\$	-	\$	11,487	\$ 10,473,611
11	2031	\$	11,717	\$	-	\$	-	\$	11,717	\$ 10,485,328
12	2032	\$	11,951	\$	-	\$	-	\$	11,951	\$ 10,497,279
13	2033	\$	12,190	\$	-	\$	-	\$	12,190	\$ 10,509,469
14	2034	\$	12,434	\$	-	\$	-	\$	12,434	\$ 10,521,903
15	2035	\$	12,682	\$	-	\$	-	\$	12,682	\$ 10,534,585
16	2036	\$	12,936	\$	-	\$	-	\$	12,936	\$ 10,547,521
17	2037	\$	13,195	\$	-	\$	-	\$	13,195	\$ 10,560,716
18	2038	\$	13,459	\$	-	\$	-	\$	13,459	\$ 10,574,174
19	2039	\$	13,728	\$	-	\$	-	\$	13,728	\$ 10,587,902
20	2040	\$	14,002	\$	-	\$	-	\$	14,002	\$ 10,601,905
21	2041	\$	14,282	\$	-	\$	-	\$	14,282	\$ 10,616,187
22	2042	\$	14,568	\$	-	\$	-	\$	14,568	\$ 10,630,755
23	2043	\$	14,859	\$	-	\$	-	\$	14,859	\$ 10,645,615
24	2044	\$	15,157	\$	-	\$	-	\$	15,157	\$ 10,660,771
25	2045	\$	15,460	\$	-	\$	-	\$	15,460	\$ 10,676,231
26	2046	\$	15,769	\$	-	\$	-	\$	15,769	\$ 10,692,000
27	2047	\$	16,084	\$	-	\$	-	\$	16,084	\$ 10,708,085
28	2048	\$	16,406	\$	-	\$	-	\$	16,406	\$ 10,724,491
29	2049	\$	16,734	\$	-	\$	-	\$	16,734	\$ 10,741,225
30	2050	\$	17,069	\$	-	\$	-	\$	17,069	\$ 10,758,294
31	2051	\$	17,410	\$		\$		\$	17,410	\$ 10,775,704
To	tal	\$	387,922	\$	4,510,321	\$	5,877,461	\$	10,775,704	

(1) Estimate provided for illustrative purposes only.

EXHIBIT E-1 – FEASIBILITY STUDY

Reinvestment Zone Number Two, City of Angleton, Texas Feasibility Study

			Added			City				
Zone	Calendar	Growth/	Development	New Taxable	Incremental		TIRZ Increm	nent	Retained No	ew Revenue
Year	Year	Year ¹	Value ²	Value	Value	%	Annual	Cumulative	Annual	Cumulative
Base	2020			125,440						
1	2021	2%	-	1,156,510	1,031,070	27%	-	-	-	-
2	2022	2%	6,238,229	7,417,869	7,292,429	27%	1,456	1,456	3,937	3,937
3	2023	2%	1,437,053	\$8,892,630	8,767,190	27%	10,298	11,754	27,842	31,779
4	2024	2%	27,997,550	37,068,033	36,942,593	27%	12,380	24,134	33,473	65,252
5	2025	2%	38,599,680	76,409,074	76,283,634	27%	52,168	76,302	141,047	206,299
6	2026	2%	9,748,250	87,685,505	87,560,065	27%	107,723	184,025	291,251	497,549
7	2027	2%	5,501,635	94,940,850	94,815,410	27%	123,647	307,672	334,304	831,853
8	2028	2%	-	96,839,667	96,714,227	27%	133,892	441,564	362,005	1,193,858
9	2029	0.0%	-	96,839,667	96,714,227	27%	136,574	578,137	369,254	1,563,112
10	2030	0.0%	-	96,839,667	96,714,227	27%	136,574	714,711	369,254	1,932,367
11	2031	2%	-	98,776,460	98,651,020	27%	136,574	851,285	369,254	2,301,621
12	2032	2%	-	100,751,989	100,626,549	27%	139,309	990,593	376,649	2,678,270
13	2033	2%	-	102,767,029	102,641,589	27%	142,098	1,132,691	384,192	3,062,462
14	2034	2%	-	104,822,369	104,696,929	27%	144,944	1,277,635	391,885	3,454,347
15	2035	2%	-	106,918,817	106,793,377	27%	147,846	1,425,481	399,732	3,854,079
16	2036	2%	-	109,057,193	108,931,753	27%	150,807	1,576,288	407,737	4,261,816
17	2037	2%	-	111,238,337	111,112,897	27%	153,826	1,730,114	415,901	4,677,717
18	2038	2%	-	113,463,104	113,337,664	27%	156,906	1,887,021	424,228	5,101,945
19	2039	0.0%	-	113,463,104	113,337,664	27%	160,048	2,047,069	432,723	5,534,668
20	2040	0.0%	-	113,463,104	113,337,664	27%	160,048	2,207,117	432,723	5,967,391
21	2041	2%	-	115,732,366	115,606,926	27%	160,048	2,367,165	432,723	6,400,113
22	2042	2%	-	118,047,013	117,921,573	27%	163,253	2,530,418	441,387	6,841,500
23	2043	2%	-	120,407,953	120,282,513	27%	166,521	2,696,939	450,224	7,291,724
24	2044	2%	-	122,816,112	122,690,672	27%	169,855	2,866,794	459,238	7,750,962
25	2045	2%	-	125,272,435	125,146,995	27%	173,256	3,040,050	468,432	8,219,394
26	2046	2%	-	127,777,883	127,652,443	27%	176,724	3,216,774	477,811	8,697,205
27	2047	2%	-	130,333,441	130,208,001	27%	180,262	3,397,037	487,376	9,184,581
28	2048	2%	-	132,940,110	132,814,670	27%	183,871	3,580,908	497,133	9,681,715
29	2049	0.0%	-	132,940,110	132,814,670	27%	187,552	3,768,460	507,086	10,188,800
30	2050	0.0%	-	132,940,110	132,814,670	27%	187,552	3,956,013	507,086	10,695,886
31	2051	2%	-	135,598,912	135,473,472	27%	187,552	4,143,565	507,086	11,202,972
	Total		89,522,397				4,143,565	, ,	11,202,972	

Assumptions	
2020 Base Taxable Value ³	\$125,440
2022 Taxable Value	\$7,417,869
2023 Taxable Value	\$8,892,630
City AV Rate	0.523013

Footnotes

- 1) Values increased at 2% annually with two years of no growth each decade to simulate an economic downturn.
- 2) Based on data provided by the Developer.
- 3) As provided by the Appraisal District.

EXHIBIT E-2 – RIVERWOOD RANCH FEASIBILITY STUDY

Reinvestment Zone No. 2, City of Angleton, Texas Riverwood Ranch Feasibility Study

				Taxable Value				
			Added				City TIRZ Incre	ement
Zone			Development	New Taxable	Incremental		City Tinz mer	inchi
Year	Calendar Year	Growth/ Year ¹	Value ²	Value	Value	%	Annual	Cumulative
Base	2020	0.0111117	10.00	73,080		,,,,	7	
1	2021			622,207	549,126	27%	-	-
2	2022	2%	6,238,229	6,872,879	6,799,799	27%	775	775
3	2023	2%	1,437,053	8,447,390	8,374,310	27%	9,602	10,378
4	2024	2%	20,184,800	28,801,138	28,728,058	27%	11,826	22,203
5	2025	2%	9,772,134	39,149,295	39,076,215	27%	40,568	62,771
6	2026	2%	8,452,172	48,384,452	48,311,372	27%	55,181	117,952
7	2027	2%	5,501,635	54,853,776	54,780,696	27%	68,222	186,174
8	2028	2%	-	55,950,851	55,877,771	27%	77,358	263,532
9	2029	0.0%	-	55,950,851	55,877,771	27%	78,907	342,439
10	2030	0.0%	-	55,950,851	55,877,771	27%	78,907	421,346
11	2031	2%	-	57,069,868	56,996,788	27%	78,907	500,253
12	2032	2%	-	58,211,266	58,138,186	27%	80,487	580,740
13	2033	2%	-	59,375,491	59,302,411	27%	82,099	662,839
14	2034	2%	-	60,563,001	60,489,921	27%	83,743	746,582
15	2035	2%	-	61,774,261	61,701,181	27%	85,420	832,002
16	2036	2%	-	63,009,746	62,936,666	27%	87,130	919,132
17	2037	2%	-	64,269,941	64,196,861	27%	88,875	1,008,008
18	2038	2%	-	65,555,340	65,482,260	27%	90,655	1,098,662
19	2039	0.0%	-	65,555,340	65,482,260	27%	92,470	1,191,132
20	2040	0.0%	-	65,555,340	65,482,260	27%	92,470	1,283,602
21	2041	2%	-	66,866,447	66,793,367	27%	92,470	1,376,072
22	2042	2%	-	68,203,776	68,130,696	27%	94,321	1,470,393
23	2043	2%	-	69,567,851	69,494,771	27%	96,210	1,566,603
24	2044	2%	-	70,959,208	70,886,128	27%	98,136	1,664,739
25	2045	2%	-	72,378,392	72,305,312	27%	100,101	1,764,839
26	2046	2%	-	73,825,960	73,752,880	27%	102,105	1,866,944
27	2047	2%	-	75,302,479	75,229,399	27%	104,149	1,971,093
28	2048	2%	-	76,808,529	76,735,449	27%	106,234	2,077,327
29	2049	0.0%	-	76,808,529	76,735,449	27%	108,361	2,185,688
30	2050	0.0%	-	76,808,529	76,735,449	27%	108,361	2,294,049
31	2051	2%		78,344,700	78,271,620	27%	108,361	2,402,410
	Total		51,586,022				2,402,410	

Assumptions	
2020 Base Taxable Value ³	\$ 73,080
2022 Taxable Value	\$ 7,417,869
2023 Taxable Value	\$ 8,447,390
City AV Rate	0.52301

Footnotes

- (1) Includes 2% value increase annually, with two years of no growth each decade to simulate an economic downturn.
- (2) Based on data provided by the Developer.
- (3) As provided by the Appraisal District.

EXHIBIT E-3 - RIVERWOOD RANCH NORTH FEASIBILITY STUDY

Reinvestment Zone No. 2, City of Angleton, Texas Riverwood Ranch North Feasibility Study

			Taxable Value					
			Added			City TIRZ Increment		
Zone			Development	New Taxable	Incremental			
Year	Calendar Year	Growth/ Year ¹	Value ²	Value	Value	%	Annual	Cumulative
Base	2020			52,360				
1	2021			534,303	481,944	27%	-	-
2	2022	2%		544,990	492,630	27%	681	681
3	2023	2%		445,240	392,880	27%	696	1,376
4	2024	2%	7,812,750	8,266,895	8,214,535	27%	555	1,931
5	2025	2%	28,827,546	37,259,779	37,207,419	27%	11,600	13,531
6	2026	2%	1,296,078	39,301,053	39,248,693	27%	52,542	66,073
7	2027	2%	-	40,087,074	40,034,714	27%	55,424	121,497
8	2028	2%	-	40,888,815	40,836,455	27%	56,534	178,032
9	2029	0%	-	40,888,815	40,836,455	27%	57,667	235,698
10	2030	0%	-	40,888,815	40,836,455	27%	57,667	293,365
11	2031	2%	-	41,706,591	41,654,231	27%	57,667	351,032
12	2032	2%	-	42,540,723	42,488,363	27%	58,821	409,853
13	2033	2%	-	43,391,538	43,339,178	27%	59,999	469,852
14	2034	2%	-	44,259,368	44,207,008	27%	61,201	531,053
15	2035	2%	-	45,144,556	45,092,196	27%	62,426	593,479
16	2036	2%	-	46,047,447	45,995,087	27%	63,676	657,156
17	2037	2%	-	46,968,396	46,916,036	27%	64,951	722,107
18	2038	2%	-	47,907,764	47,855,404	27%	66,252	788,359
19	2039	0%	-	47,907,764	47,855,404	27%	67,578	855,937
20	2040	0%	-	47,907,764	47,855,404	27%	67,578	923,515
21	2041	2%	-	48,865,919	48,813,559	27%	67,578	991,094
22	2042	2%	-	49,843,237	49,790,877	27%	68,931	1,060,025
23	2043	2%	-	50,840,102	50,787,742	27%	70,311	1,130,336
24	2044	2%	-	51,856,904	51,804,544	27%	71,719	1,202,056
25	2045	2%	-	52,894,042	52,841,682	27%	73,155	1,275,211
26	2046	2%	-	53,951,923	53,899,563	27%	74,620	1,349,830
27	2047	2%	-	55,030,962	54,978,602	27%	76,113	1,425,944
28	2048	2%	_	56,131,581	56,079,221	27%	77,637	1,503,581
29	2049	0%	_	56,131,581	56,079,221	27%	79,191	1,582,772
30	2050	0%	_	56,131,581	56,079,221	27%	79,191	1,661,964
31	2051	2%	_	57,254,212	57,201,852	27%	79,191	1,741,155
	Total		37,936,374	, - ,	, - ,		1,741,155	. , , , , , ,

Assumptions							
2020 Base Taxable Value ³	\$	52,360					
2023 Taxable Value	\$	445,240					
City AV Rate		0.52301					

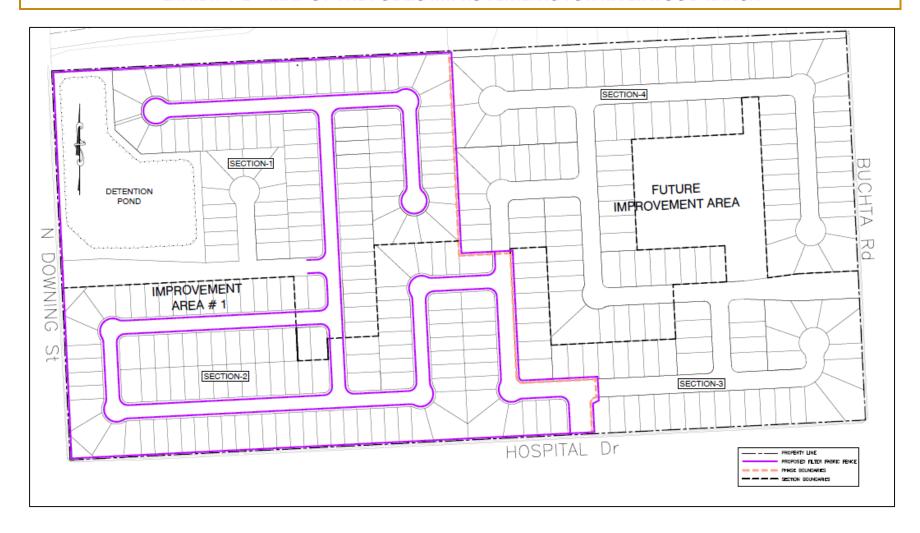
Footnotes:

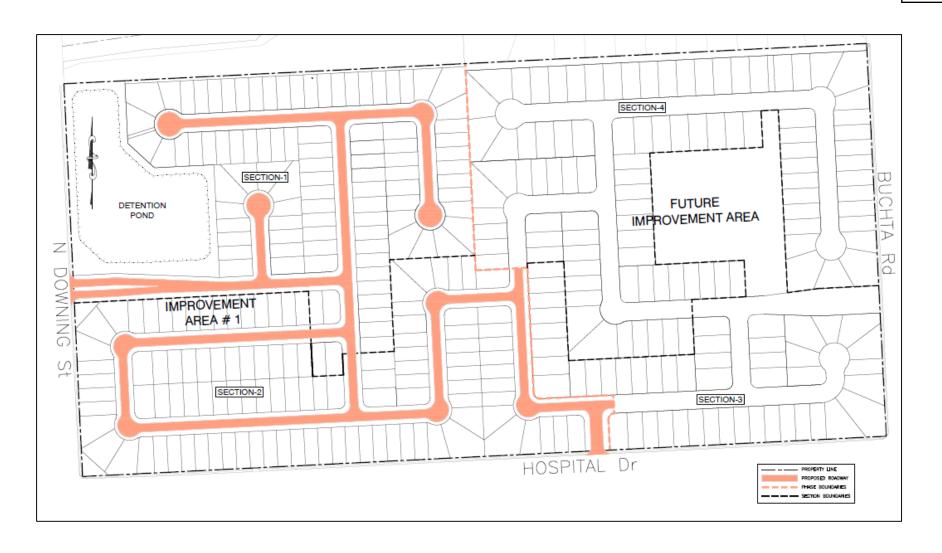
⁽¹⁾ Includes 2% value increase annually, with two years of no growth each decade to simulate an economic downturn.

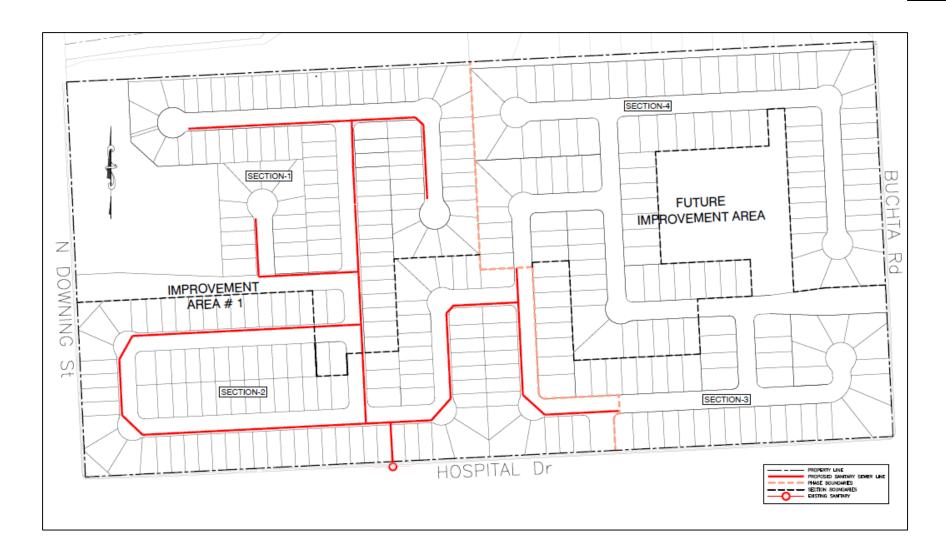
⁽²⁾ Based on data provided by the Developer.

⁽³⁾ As provided by the Appraisal District.

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







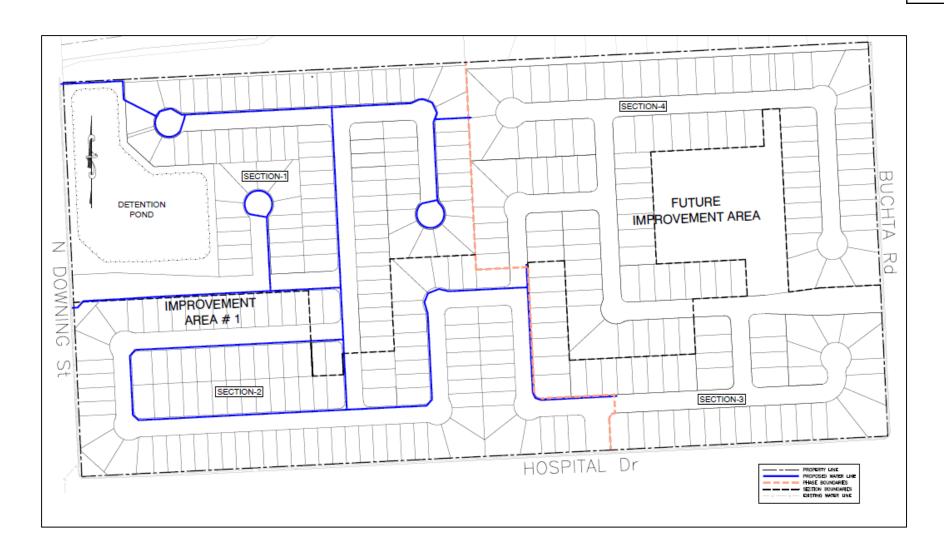
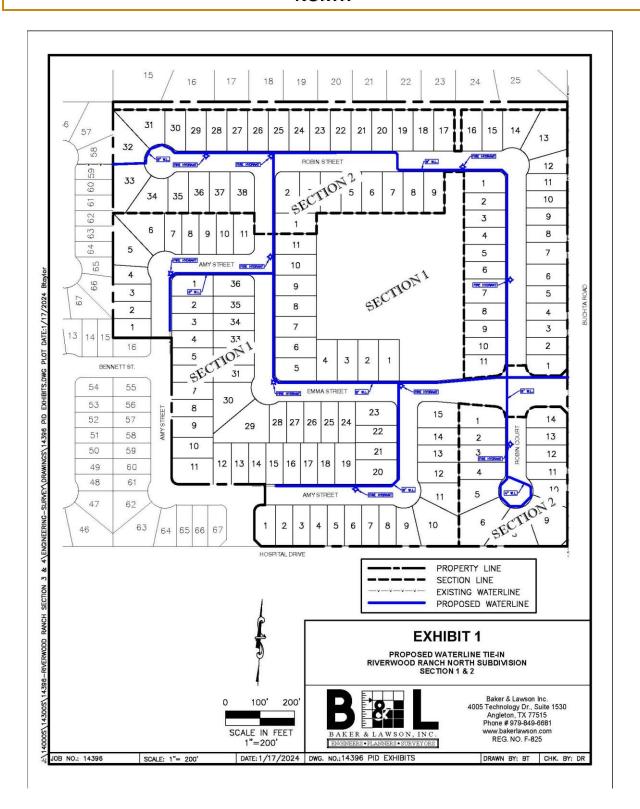
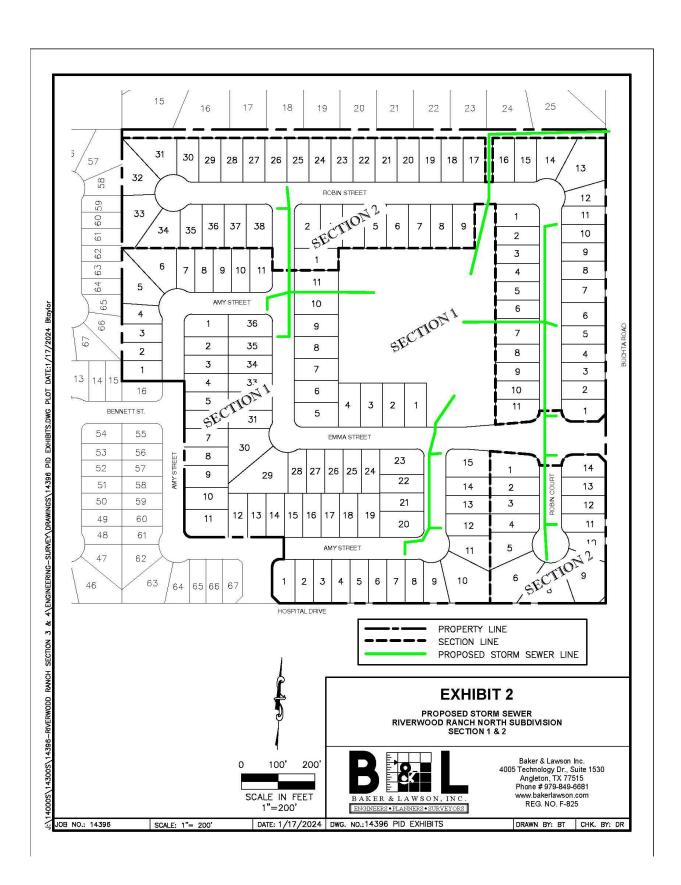
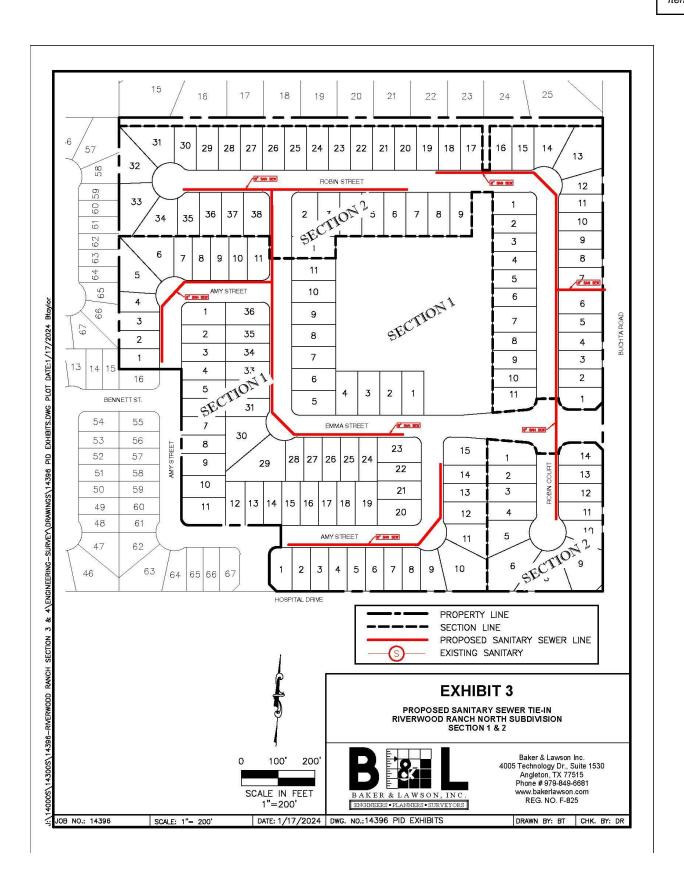
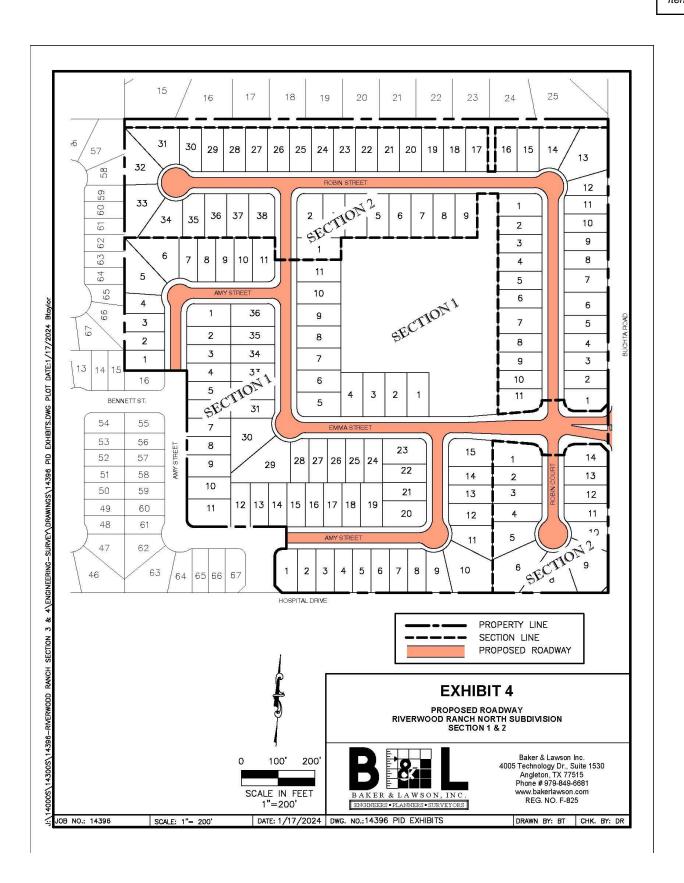


EXHIBIT F-2 – MAP OF THE PUBLIC IMPROVEMENTS FOR RIVERWOOD RANCH NORTH









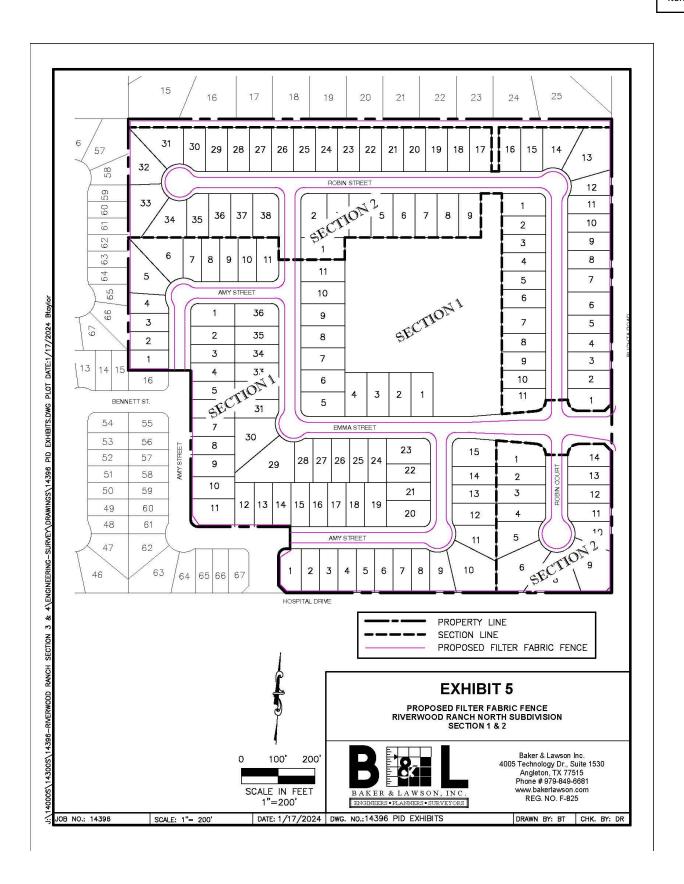


EXHIBIT G – PROPOSED USES OF THE PROPERTY

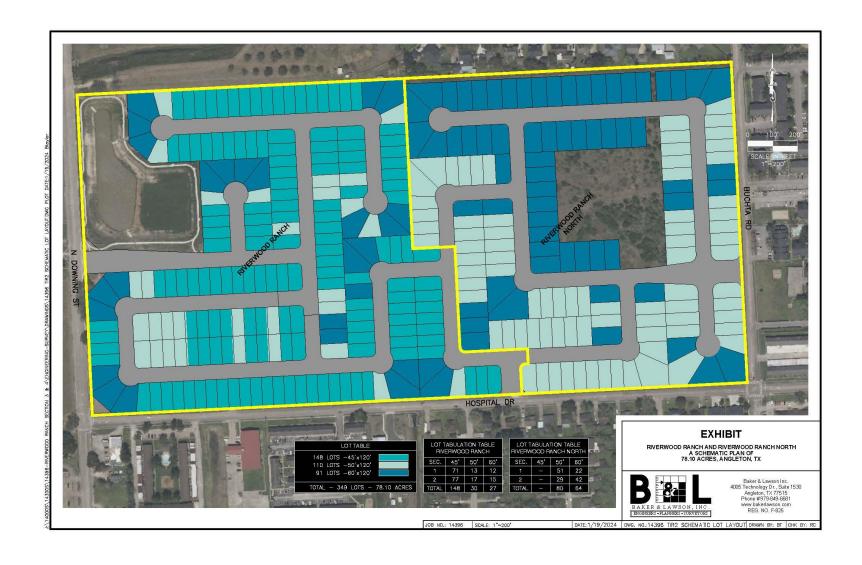


EXHIBIT H – LEGAL DESCRIPTION

County: Brazoria

Project: 78 Acres Downing Rd

Job No.: 12939

FIELD NOTES FOR 78.10 ACRE

Being a tract of land containing 78.10 acre (3,401,974 square feet), located within T. S. Lee Survey, Abstract Number (No.) 318, in Brazoria County, Texas; Said 78.10 acre being all of Lots 2, 3, 14 and 15 of the subdivision of the T. S. Lee Survey, Abstract 318 recorded in Volume (Vol.) 42, Page (Pg.) 164 of the Brazoria County Deed Records (B.C.D.R.); Said 78.10 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a 5/8-inch iron rod found on the east right-of-way (R.O.W.) line of North Downing Street (variable width), at the southwest corner of Brookhollow S/D Section II, a subdivision of record in Vol. 16, Pg. 21 of the Brazoria County Plat Records (B.C.P.R.), for the northwest corner of said Lot 15 and the herein described tract;

Thence, with the south lines of said Brookhollow S/D Section II and Colony Square S/D, a subdivision of record in Vol. 16, pg. 321 of the B.C.P.R., with the north lines of said Lots 15 and 14, North 87 degrees 07 minutes 30 seconds East, a distance of 2,635.39 feet to a found 1/2-inch iron rod with cap stamped "Pinpoint" on the west R.O.W. line of Buchta Road (variable width) at the southeast corner of said Colony Square S/D, for the northeast corner of said Lot 14 and the herein described tract;;

Thence, with the west R.O.W. line of Buchta Road and the east lines of said lots 14 and 3, South 02 degrees 52 minutes 30 seconds East, a distance of 1,290.00 feet to a 5/8-inch iron rod with cap stamped "BAKER & LAWSON" set at the northwest corner of the intersection of said Buchta Road and Hospital Drive (sixty feet wide per Vol. 781, Pg. 204 B.C.D.R.), for the southeast corner of herein described tract;

Thence, with the north R.O.W. line of said Hospital Drive and the south lines of said Lots 3 and 2, South 87 degrees 07 minutes 30 seconds West, a distance of 2,638.99 feet to a 5/8-inch iron rod with cap stamped "BAKER & LAWSON" set for the northeast corner of the intersection of said Downing Road and said Hospital Drive, for the southwest corner of the herein described tract;

THENCE, with the east R.O.W. line of said Downing Road and the west line of said Lots 2 and 15, North 02 degrees 42 minutes 55 seconds West, a distance of 1,290.01 feet to the POINT OF BEGINNING and containing 78.10 acres of land.

A land title survey of the herein described tract has been prepared by Baker & Lawson Inc. and accompanies this metes and bounds description.

Devin R. Royal

Registered Professional Land Surveyor Texas Registration No. 6667

Baker & Lawson Inc. Texas Firm Registration No. 10052500 PH: (979) 849-6681

January 4, 2019 Revised: June 6, 2019





AGENDA ITEM SUMMARY FORM

MEETING DATE: 2/13/2024

PREPARED BY: Phill Conner, Finance Director

AGENDA CONTENT: Discussion and possible action on Ordinance No. 20240213-018

amending the fiscal year 2022-2023.

AGENDA ITEM SECTION: Consent Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

The FY 2022-23 year end closing has identified the budget amendments in Exhibit A that are necessary for all Funds. The General Fund had increases and decreases in various accounts resulting in a net decrease of \$1,721,733. The Water Fund had increases and decreases in expenses resulting in a net amount of \$719,784. The increased expenses are for maintenance projects for water and sewer. There were numerous increases and decreases in the miscellaneous minor funds.

RECOMMENDATION:

Staff recommends council approve the Ordinance No. 20240213-018.

ORDINANCE NO. 20240213-018

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS AMENDING THE FISCAL YEAR 2022-2023 YEAR END BUDGET TO INCLUDE THE GENERAL FUND, STREET FUND, WATER FUND AND MISCELLANEOUS MINOR FUNDS; DECLARING A PUBLIC NECESSITY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Angleton adopted the City Budget for fiscal year 2022-2023 at a regular meeting of the Council held in September of 2022 by adopting Ordinance No. 20220913-014; and

WHEREAS, the City of Angleton seeks to amend and otherwise modify the City's budget for fiscal year 2022-2023 by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues in the funds set forth in Exhibit "A"; and

WHEREAS, the City Council finds that the proposed Budget Amendment for fiscal year 2022-2023 is for legitimate municipal purposes and authorized by Texas Local Government Code Section 102.010; and

WHEREAS, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality and the Home Rule Charter Section 1.01 authorizes Council to adopt budgets; and

WHEREAS, the General Fund had decreases to Revenues and Expenses in the amount of one million seven hundred twenty-one thousand seven hundred thirty-three and 00/100 dollars (\$1,721,733.00) and

WHEREAS, the Water Fund had decreases to Revenue and Expenses in the amount of seven hundred nineteen thousand four hundred eighty-four and 00/100 dollars (\$719,484.00); and

WHEREAS, the City Council has determined that passage of this budget amendment is in the best interest of the City of Angleton and its residents and is a public necessity to properly reflect changes in expenditures in the budget which could not have been included in the budget through the use of reasonable diligent thought or attention.

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

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

SECTION 2. The following amendments to the City Budget for fiscal year 2022-2023 as set forth in the attached Exhibit "A" are hereby incorporated herein by reference and made a part of this Ordinance for all purposes and are hereby approved in their entirety.

SECTION 3. Repeal. All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

SECTION 4. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

SECTION 5. Effective date. That this Ordinance shall be effective and in full force upon adoption.

SECTION 6: Proper Notice & Meeting It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551, as amended and that a quorum of the City Council was present.

SECTION 7. The City Manager, or his designee, shall file a true and correct copy of this ordinance with all attachments with the City Secretary and the County Clerk of Brazoria County, Texas

SECTION 8. This ordinance shall become effective immediately upon adoption

PASSED AND APPROVED THIS THE 13th DAY OF FEBRUARY 2024.

CITY OF ANGLETON, TEXAS

Michelle Perez, TRMC

ATTEST:

City Secretary

EXHIBIT "A"

City of Angleton

FYE 2022-23

Year End Budget Amendment

Exhibit A

			Exhibit A			
Fund	Account	Dept	Line	Current Budget	Increase (Decrease)	New Budget
01	300-100	300	PROPERTY TAX - CURRENT	(7,281,393.00)	8,698.76	(7,290,091.76)
01	300-110	300	PROPERTY TAX - DELINQUENT	(50,000.00)	12,695.68	(62,695.68)
01	300-120	300	PROPERTY TAX - RENDITION	(3,000.00)	(2,530.11)	(469.89)
01	300-200	300	FRANCHISE FEES	(675,000.00)	(113,402.70)	(561,597.30)
01	300-205	300	INDUSTRIAL AGREEMENT	(104,170.00)	(5,251.61)	(98,918.39)
01	300-306	300	SALES TAX	(4,052,483.00)	(82,402.63)	(3,970,080.37)
01	300-400	300	PROPERTY TAX - PENALTIES	(75,000.00)	(20,531.55)	(54,468.45)
01	300-405	300	COURT FINES	(600,000.00)	116,104.47	(716,104.47)
01	300-406	300	COURT COLLECTION AGENCY FEES	(62,820.00)	(14,415.52)	(48,404.48)
01	300-407	300	COURT WEB PAY USER FEE	(9,100.00)	3,559.53	(12,659.53)
01	300-408	300	LOCAL TRUANCY PREVENTION FUND	(8,000.00)	5,118.54	(13,118.54)
01	300-409	300	COURT JUDICIAL EFFICIENCY	(2,400.00)	(1,822.73)	(577.27)
01	300-410	300	LOCAL MUNI JURY FUND	(179.00)	83.82	(262.82)
01	300-500	300	BUILDING PERMITS	(700,000.00)	(370,742.70)	(329,257.30)
01	300-501	300	FOOD INSPECTIONS PERMITS	(35,000.00)	(1,840.00)	(33,160.00)
01	300-504	300	FOOD-SERVICE HANDLER TRAINING	(33,000.00)	86.50	(86.50)
01	300-505	300	DEV SRVC SPECIAL PERMIT FEES	(170,000.00)	(113,938.60)	(56,061.40)
01	300-510	300	TRAILER PARK PERMIT FEES	(6,000.00)	(730.00)	(6,270.00)
01	300-511	300	BURGLAR ALARM PERMITS	(5,000.00)	475.00	(7,475.00)
01	300-512	300	ZONING/VARIANCE/PLATING FEES	(4,330.00)	37,208.90	(57,208.90)
01	300-512	300	PEDDLER PERMITS	(4,550.00)	100.00	(100.00)
01	300-515	300	ANIMAL CONTROL	(20,000.00)	(8,641.98)	(11,358.02)
01	300-515	300	MIXED BEVERAGE TAX	(55,000.00)	(1,789.86)	(53,210.14)
01	300-519	300	ALCOHOL LICENSES	(5,000.00)	(1,242.50)	(3,757.50)
01	300-520	300	PEDDLER BADGES	(5,000.00)	435.00	(3,737.30)
01	300-526	300	BCCA	_	1,320.00	
		_		_	·	(1,320.00)
01 01	300-530 300-600	300 300	FM/PERMITS SOLID WASTE INCOME	(500.00)	(500.00)	(2.260.720.00)
	300-600				73,672.89	(2,368,729.89)
01		300	REGISTRATION FEES	(500.00)	(500.00)	- (4.775.00)
01 01	300-710	300	BALLFIELD RENTAL FEES LEASE PURCHASE LOAN-REV CAP-TR	(6,000.00)	(1,225.00)	(4,775.00)
01	300-719 300-800	300	INTEREST INCOME	(330,784.00)	(330,784.00)	(20.271.10)
_		300		, , ,	23,371.19	(28,371.19)
01	300-815	300	SPECIAL ASSESSMENTS	(10,000.00)	(8,646.06)	(1,353.94)
01	300-820	300	CASH OVER/SHORT	- (2.010.00)	5.75	(5.75)
01	300-850	300	STATE FUNDS FOR POL TRAINING	(2,810.00)	(731.23)	(2,078.77)
01	300-856	300	COVID-19 REVENUE	- (42,000,00)	(0.03)	(18,604.97)
01	300-861	300	POLICE GUN DEDUCTION	(12,000.00)	10,944.31	(22,944.31)
01	300-863	300	PD Training Registration	(205.000.00)	675.00	(675.00)
01	300-890	300	SALE OF FIXED ASSETS	(205,000.00)	(89,529.02)	(115,470.98)
01	300-899	300	MISCELLANEOUS	(20,975.00)	230,620.63	(251,595.63)
01	300-903	300	TRANSFER FROM WATER FUND	(1,231,709.00)	0.04	(1,231,709.04)
01	300-908	300	TRANSFER FROM FUND 08	(5,000.00)	0.04	(5,000.04)
01	300-924	300	TRANS FROM HOTEL FOR ADMIN	(25,000.00)	(0.04)	(24,999.96)
		300 Total		(18,074,210.00)	(646,021.82)	(17,465,463.18)
01	500-105	500	ADMIN - SALARIES	134,654.00	1,242.44	135,896.44
01	500-125	500	ADMIN - AUTO ALLOWANCE	7,200.00	(0.08)	7,199.92
01	500-126	500	ADMIN - CERTIFICATION	-	51.79	51.79
01	500-135	500	ADMIN - FICA	13,330.00	(2,404.83)	10,925.17
01	500-140	500	ADMIN - HEALTH INS	26.00	214.77	240.77
01	500-145	500	ADMIN - WORKERS COMP	425.00	(20.00)	405.00
01	500-155	500	ADMIN - RETIREMENT	20,753.00	(4,588.11)	16,164.89
01	500-185	500	ADMIN - PAYROLL ACCRUAL	-	1,555.54	1,555.54
01	500-203	500	ADMIN - APPAREL	1,000.00	(895.41)	104.59
01	500-205	500	ADMIN - GENERAL SUPPLIES	7,100.00	(1,203.07)	5,896.

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					Increase	nem 18.
Fund	Account	Dept	Line	Current Budget	(Decrease)	New Budget
01	500-305	500	ADMIN - R&M VEHICLE	-	6,000.00	6,000.00
01	500-405	500	ADMIN - PHONES	1,300.00	(608.56)	691.44
01	500-415	500	ADMIN - LEGAL/PROFESSIONAL	125,000.00	169,954.65	344,954.65
01	500-417	500	ADMIN - CONSULT FEE (PLAN/REV)	40,000.00	(13,949.69)	26,050.31
01	500-419	500	ADMIN - ATTORNEY FEES	200,000.00	(4,782.11)	195,217.89
01	500-419.02	500	GREENTRAILS- PRO FEES	-	1,819.50	1,819.50
01	500-419.03	500	RIVERWOOD RANCH-PRO FES	_	3,585.25	3,585.25
01	500-419.05	500	GREYSTONE DEV-PROF FEES	_	2,788.17	2,788.17
01	500-419.06	500	OPEN RECORDS-PROF FEES	_	84,642.47	84,642.47
01	500-419.09	500	CHARTER REVIEW	_	993.00	993.00
01	500-419.10	500	WINDROSE GREEN SUB	_	7,461.00	7,461.00
01	500-419.13	500	KIBER RESERVE	_	1,945.50	1,945.50
01	500-419.17	500	RIVERWOOD RANCH	-	6,921.00	6,921.00
01	500-419.21	500	AUSTIN COLONY LEGAL FEES	_	7,135.50	7,135.50
01	500-419.24	500	ASHLAND	_	23,354.64	23,354.64
01	500-419.25	500	Stasny Ranch	_	9,151.79	9,151.79
01	500-420	500	ADMIN - DUES/SUBSCRIPTIONS	5,000.00	958.53	5,958.53
01	500-425	500	ADMIN - TRAVEL/TRAINING	12,000.00	396.78	12,396.78
01	500-455	500	ADMIN - CONTRACT LABOR	12,000.00	13,842.00	13,842.00
01	500-455	500	ADMIN - CONTRACT LABOR ADMIN - SURETY/NOTARY FEE		350.00	350.00
01	500-505	500	ADMIN - SORETI/NOTARTTEE ADMIN - EMP APPRECIATION	_	394.86	394.86
01	500-510	500	ADMIN - LIMP APPRECIATION ADMIN - MISCELLANEOUS	3,000.00	636.83	3,636.83
01	300-399	500 Total		570,788.00	316,944.15	937,732.15
01	501-203	500 Total	COUNCIL - APPAREL	600.00	(519.00)	81.00
01	501-205	501	COUNCIL - APPAREL COUNCIL - GENERAL SUPPLIES	7,500.00	657.04	8,157.04
01	501-203	501	COUNCIL - GENERAL SUPPLIES COUNCIL - DUES/SUBSCRIPTIONS	1,000.00	(950.00)	50.00
01	501-425	501	COUNCIL - DOLS/SUBSCRIPTIONS COUNCIL - TRAVEL/TRAINING	9,600.00	, ,	8,839.39
01	501-425	501	COUNCIL - TRAVEL/TRAINING COUNCIL - OTHER SERVICES	2,500.00	(760.61) 754.98	3,254.98
01	501-433	501	COUNCIL - OTHER SERVICES COUNCIL - MISCELLANEOUS	2,300.00	40.00	40.00
01	501-599	501 Total		21 200 00	(777.59)	20,422.41
01	502-105	501 Total	HUM RES - SALARIES	21,200.00 159,352.00	1,897.64	161,249.64
01	502-103	502	HUM RES - OVERTIME	1,970.00	(1,648.21)	321.79
01	502-110	502	HR- AUTO ALLOWANCE		0.02	6,000.02
01	502-125	502	HUM RES - CERTIFICATION	6,000.00	165.08	1,065.08
01	502-120	502	HUM RES - FICA	15,846.00	(3,328.12)	12,517.88
01	502-133	502	HUM RES - HEALTH INS	37,901.00	(15,149.98)	22,751.02
01	502-140	502	HUM RES - WORKERS COMP	363.00	(17.00)	346.00
01	502-143	502	HUM RES - UNEMPLOYMENT	1,015.00	(1,015.00)	340.00
01	502-150	502	HUM RES - RETIREMENT	26,000.00	(5,952.28)	20,047.72
01	502-155	502	HUM RES - MEDICAL EXPENSE	55.00	(55.00)	20,047.72
01	502-105	502	HUM RES - PAYROLL ACCRUAL	55.00	1,351.46	1,351.46
01	502-103	502	HUM RES - APPAREL	296.00	(21.17)	274.83
01	502-205	502	HUM RES - GENERAL SUPPLIES	1,664.00	(895.01)	888.99
01	502-203	502	HUM RES - POSTAGE	800.00	(800.00)	-
01	502-211	502	HUM RES - PHONES	600.00	(77.52)	522.48
01	502-403	502	HUN RES PROFESSIONAL SERVICES	88,650.00	(3,452.95)	70,197.05
01	502-417	502	HUM RES - DUES/SUBSCRIPTIONS	800.00	929.50	1,729.50
01	502-425	502	HUM RES - TRAVEL/TRAINING		64.57	6,774.57
01		502	-	6,460.00		
01	502-460 502-510	502	HUM RES - ANNUAL SOFTWARE FEE	2F F00 00	190.00	15,190.00
01	502-510		HUM RES - EMP APPRECIATION	25,500.00	(2,013.27)	23,486.73
Λ1	E0E 20E	502 Total 505		374,172.00	(29,827.24)	344,714.76
01	505-205		ATTORNEY - GENERAL SUPPLIES	-	63.91	63.91
01	505-510	505	ATTORNEY - EMP APPRECIATION	-	255.00	255.00
01	F0C 110	505 Total	MAINT OVERTIME	-	318.91	318.91
01	506-110	506	MAINT - OVERTIME	-	21.64	21.64
01	506-535	506	MAINT - LEASE PAYMENTS	-	2,731.68	2,731.68
01	510-105	506 Total	CITY SEC - SALARIES	104 050 00	2,753.32	2,753.32
	1210-105	510	ICLLT SEC - SALAKIES	164,352.00	(54,479.51)	109,872.

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					Increase	nem 18.
Fund	Account	Dept	Line	Current Budget	(Decrease)	New Budget
01	510-115	510	CITY SEC - LONGEVITY	60.00	(60.00)	-
01	510-125	510	CITY SEC - AUTO ALLOWANCE	6,000.00	(3,115.25)	2,884.75
01	510-126	510	CITY SEC - CERTIFICATION	-	639.95	639.95
01	510-135	510	CITY SEC - FICA	12,801.00	(4,372.12)	8,428.88
01	510-140	510	CITY SEC - HEALTH INS	29,814.00	(2,947.46)	26,866.54
01	510-143	510	CITY SEC - PHONE ALLOWANCE	720.00	(373.75)	346.25
01	510-145	510	CITY SEC - WORKERS COMP	250.00	(12.00)	238.00
01	510-155	510	CITY SEC - RETIREMENT	20,548.00	(7,419.00)	13,129.00
01	510-185	510	CITY SEC - PAYROLL ACCRUAL	-	1,360.70	1,360.70
01	510-203	510	CITY SEC- APPAREL	-	174.07	174.07
01	510-205	510	CITY SEC - GENERAL SUPPLIES	2,500.00	(393.39)	3,306.61
01	510-310	510	CITY SEC - R&M EQUIPMENT	-	22,818.00	22,818.00
01	510-405	510	CITY SEC - PHONES	720.00	(720.00)	-
01	510-415	510	CITY SEC - LEGAL/PROFESSIONAL	69,168.00	(20,258.58)	48,909.42
01	510-416	510	CITY SEC - MANUALS	19,200.00	(18,599.50)	600.50
01	510-420	510	CITY SEC - DUES/SUBSCRIPTIONS	800.00	49.00	849.00
01	510-425	510	CITY SEC - TRAVEL/TRAINING	7,000.00	(139.38)	6,860.62
01	510-430	510	CITY SEC - ELECTION EXPENSE	9,000.00	(2,685.96)	6,314.04
01	510-455	510	CITY SEC - CONTRACT LABOR	20,000.00	41,068.00	61,068.00
01	510-503	510	CITY SEC - SURETY/NOTARY FEE	300.00	(29.06)	270.94
01	510-506	510	CITY SEC - BOARDS/COMMISSIONS	1,500.00	(150.00)	1,350.00
01	510-525	510	CITY SEC - BCCA DINNER	2,500.00	1,986.95	4,486.95
		510 Total		367,233.00	(47,658.29)	320,774.71
01	512-445	512	TAX - SPECIAL SERVICES	48,000.00	1,625.01	49,625.01
01	512-450	512	TAX - DATA PROCESSING	3,000.00	(205.76)	2,794.24
01	512-500	512	APPRAISAL COMMISSION RENDITION	-	3,736.62	3,736.62
		512 Total		51,000.00	5,155.87	56,155.87
01	513-105	513	EMC- SALARIES	71,407.00	40,182.09	111,589.09
01	513-126	513	EMC - CERTIFICATION	-	44.76	44.76
01	513-135	513	EMC - FICA	5,690.00	2,885.52	8,575.52
01	513-140	513	EMC - HEALTH INS	27.00	1,879.36	1,906.36
01	513-145	513	EMC - WORKERS COMP	145.00	(7.00)	138.00
01	513-155	513	EMC - RETIREMENT	8,911.00	4,567.85	13,478.85
01	513-165	513	EMC - MEDICAL EXPENSE	-	215.00	215.00
01	513-185	513	EMC - PAYROLL ACCRUAL	-	2,510.94	2,510.94
01	513-205	513	EMC - GENERAL SUPPLIES	1,000.00	195.40	1,195.40
01	513-216	513	EM - Fuel Expense	-	78.74	78.74
01	513-405	513	EMC - PHONES	600.00	(600.00)	2 026 00
01	513-425	513	EMC - TRAVEL/TRAINING	3,000.00	(73.10)	2,926.90
01	513-550	513 513 Total	EMS-EMERGENCY MANAGEMENT	50,000.00	(31,528.99)	37,076.01
01	515-105	515 Total	FINANCE - SALARIES	140,780.00 308,483.00	20,350.57 (25,780.07)	179,735.57
01 01	515-105	515	FINANCE - OVERTIME	1,942.00	592.98	282,702.93 2,534.98
01	515-110	515	FINANCE - AUTO ALLOWANCE	6,000.00	0.02	6,000.02
01	515-126	515	FINANCE - CERTIFICATION	3,000.00	(2,190.29)	809.71
01	515-126	515	FINANCE - FICA	26,088.00	(4,376.97)	21,711.03
01	515-133	515	FINANCE - HEALTH INS	59,628.00	(15,931.39)	43,696.61
01	515-143	515	FINANCE - PHONE ALLOWANCE	33,020.00	(0.06)	719.94
01	515-145	515	FINANCE - WORKERS COMP	550.00	(26.00)	524.00
01	515-155	515	FINANCE - RETIREMENT	40,615.00	(6,582.66)	34,032.34
01	515-165	515	FINANCE - MEDICAL EXPENSE	-	55.00	55.00
01	515-185	515	FINANCE - PAYROLL ACCRUAL	-	1,188.06	1,188.06
01	515-203	515	FINANCE - APPAREL	500.00	(500.00)	-
01	515-205	515	FINANCE - GENERAL SUPPLIES	3,000.00	1,110.14	5,110.14
01	515-211	515	FINANCE - POSTAGE	1,000.00	(972.10)	27.90
01	515-222	515	PUBLICATIONS	-	2,505.26	3,105.26
01	515-310	515	FINANCE - R&M EQUIPMENT	10,000.00	(4,544.43)	5,455.57
01	515-405	515	FINANCE - PHONES	2,000.00	(981.99)	1.018
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					Adjustment - Increase	Item 1
Fund	Account	Dept	Line	Current Budget	(Decrease)	New Budget
01	515-415	515	FINANCE - LEGAL/PROFESSIONAL	65,000.00	44,329.88	119,329.88
01	515-420	515	FINANCE - DUES/SUBSCRIPTIONS	2,500.00	815.00	3,315.00
01	515-425	515	FINANCE - TRAVEL/TRAINING	13,150.00	(4,265.90)	8,884.10
01	515-455	515	FINANCE - CONTRACT LABOR	5,000.00	(2,401.42)	4,098.58
01	515-460	515	Finance - Annual Software Fees	-	18,728.57	18,728.57
01	515-476	515 515	FINANCE - CREDIT CARD FEES	700.00	39.00	39.00
01	515-503	515	FINANCE - SURETY/NOTARY FEE	700.00 500.00	(350.00)	350.00
01	515-510	515 Total	FINANCE - EMP APPRECIATION	549,656.00	(229.82) 230.81	270.18 563,706.81
01	520-105	520	COURT - SALARIES	260,574.00	15,810.91	276,384.91
01	520-103	520	COURT - OVERTIME	1,085.00	308.59	1,393.59
01	520-110	520	COURT - LONGEVITY	720.00	(660.00)	60.00
01	520-115	520	COURT - AUTO ALLOWANCE	720.00	2,884.50	2,884.50
01	520-125	520	COURT - CERTIFICATION	3,600.00	(2,737.21)	862.79
01	520-120	520	COURT - FICA	21,453.00	(244.58)	21,208.42
01	520-133	520	COURT - HEALTH INS	59,628.00	(22,023.10)	37,604.90
01	520-143	520	COURT- PHONE ALLOWANCE	-	346.00	346.00
01	520-155	520	COURT - RETIREMENT	34,436.00	(4,017.97)	30,418.03
01	520-165	520	COURT - MEDICAL EXPENSE	3 1, 130.00	145.00	145.00
01	520-185	520	COURT - PAYROLL ACCRUAL	_	802.65	802.65
01	520-205	520	COURT - GENERAL SUPPLIES	4,000.00	(413.16)	5,086.84
01	520-211	520	COURT - POSTAGE	3,000.00	(3,000.00)	-
01	520-225	520	COURT - OMNIBASE SERVICE	6,500.00	(5,316.90)	1,183.10
01	520-226	520	COURT - SETCIC	4,850.00	(4,490.40)	359.60
01	520-310	520	COURT - R&M EQUIPMENT	37,600.00	(30,037.98)	7,562.02
01	520-405	520	COURT - PHONES	1,560.00	(540.22)	1,019.78
01	520-420	520	COURT - DUES/SUBSCRIPTIONS	2,640.00	(2,475.00)	165.00
01	520-425	520	COURT - TRAVEL/TRAINING	9,000.00	(5,301.30)	3,698.70
01	520-426	520	COURT - COLLECTION AGENCY FEE	75,000.00	(31,699.37)	81,300.63
01	520-455	520	COURT - CONTRACT LABOR	9,200.00	(9,200.00)	-
01	520-456	520	COURT - PROSECUTOR	67,320.00	1,177.76	68,497.76
01	520-460	520	Court - Annual Software Fees	-	14,430.07	14,430.07
01	520-476	520	COURT - CREDIT CARD FEES	9,600.00	(4,573.53)	5,026.47
01	520-477	520	COURT- INTERNET CC FEES	-	698.22	698.22
01	520-503	520	COURT - SURETY/NOTARY FEE	600.00	180.43	780.43
01	520-510	520	COURT - EMP APPRECIATION	420.00	(377.04)	42.96
01	520-535	520	COURT - LEASE PAYMENTS	4,560.00	(1,795.42)	2,764.58
01	520-741	520	COURT UNEMPLOYMENT	-	2,745.00	2,745.00
		520 Total		617,346.00	(89,374.05)	567,471.95
01	525-105	525	POLICE - SALARIES	2,839,449.00	148,579.04	2,988,028.04
01	525-106	525	POLICE - PT SALARIES	-	(3,000.00)	-
01	525-110	525	POLICE - OVERTIME	106,018.00	31,664.50	137,682.50
01	525-112	525	POLICE - OVERTIME DISP	53,492.00	10,935.32	64,427.32
01	525-115	525	POLICE - LONGEVITY	14,880.00	420.00	15,300.00
01	525-126	525	POLICE - CERTIFICATION	87,301.00	16,957.68	104,258.68
01	525-128	525	POLICE - SPECIAL JOB PAY	9,600.00	(9,600.00)	-
01	525-135	525	POLICE - FICA	279,110.00	(29,247.63)	249,862.37
01	525-140	525	POLICE - HEALTH INS	708,034.00	(212,912.10)	495,121.90
01	525-141	525	POLICE - INS SUBSIDY	-	68,253.10	68,253.10
01	525-143	525	POLICE- PHONE ALLOWANCE	-	609.18	609.18
01	525-145	525	POLICE - WORKERS COMP	55,000.00	22,616.62	77,616.62
01	525-150	525	POLICE - UNEMPLOYMENT	3,000.00	(3,000.00)	-
01	525-155	525	POLICE - RETIREMENT	437,090.00	(37,765.24)	399,324.76
01	525-165	525	POLICE - MEDICAL EXPENSE	-	2,125.00	2,125.00
01	525-185	525	POLICE - PAYROLL ACCRUAL	-	14,725.78	14,725.78
01	525-203	525	POLICE - APPAREL	76,140.00	(281.88)	32,658.12
01	525-205	525	POLICE - GENERAL SUPPLIES	15,000.00	221.14	15,221.14
01	525-210	525	POLICE - OFFICE SUPPLIES	16,500.00	972.47	17,472.

Item 18	8.
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					Increase	nem 16.
Fund	Account	Dept	Line	Current Budget	(Decrease)	New Budget
01	525-211	525	POLICE - POSTAGE	- Current Budget	888.80	888.80
01	525-211	525	POLICE - VEHICLE SUPPLIES	10,000.00	8,713.09	18,713.09
01	525-216	525	POLICE - VEHICLE SOFFLIES POLICE - FUEL EXPENSE	112,806.00	27,414.28	140,220.28
01	525-220	525	POLICE - EQUIPMENT SUPPLIES	15,800.00	(398.96)	15,401.04
01	525-221	525	POLICE - EQUIPMENT SUPPLIES POLICE - SMALL EQUIPMENT	15,600.00	1,582.93	1,582.93
01	525-221	525	POLICE-FIRE ARMS	12,500.00	(3,316.56)	9,183.44
01	525-220	525	POLICE - R&M VEHICLES	65,100.00	15,665.93	80,765.93
01	525-305	525	POLICE - R&M EQUIPMENT	8,817.00	(5,248.44)	3,568.56
01	525-310	525	POLICE - R&M BUILDING	45,000.00		40,082.88
	525-320		POLICE - PHONES		(4,917.12)	·
01	525-405	525		46,200.00	(2,585.78)	43,614.22
01		525	POLICE - UTILITIES	36,750.00	(11,918.35)	24,831.65
01	525-415	525	POLICE - LEGAL/PROFESSIONAL	4 250 00	1,139.50	1,139.50
01	525-420	525	POLICE - DUES/SUBSCRIPTIONS	4,350.00	(483.35)	3,866.65
01	525-425	525	POLICE - TRAVEL/TRAINING	50,490.00	(10,574.31)	39,915.69
01	525-460	525	POLICE - OTHER SERVICES	8,400.00	(3,909.35)	4,490.65
01	525-476	525	POLICE - CREDIT CARD FEES	3,000.00	(2,036.13)	963.87
01	525-503	525	POLICE - SURETY/NOTARY FEE	1,000.00	(112.48)	887.52
01	525-505	525	POLICE - INSURANCE	28,813.00	4,480.00	33,293.00
01	525-507	525	POLICE - BUILDING INSURANCE	35,189.00	41,215.31	76,404.31
01	525-510	525	POLICE - EMP APPRECIATION	1,550.00	(80.70)	1,469.30
01	525-514	525	POLICE - ENTERPRISE VEH LEASE	-	2,500.00	2,500.00
01	525-525	525	POLICE - PRISONER SUPPORT	7,000.00	(2,645.53)	4,354.47
01	525-535	525	POLICE-ANNUAL MAINT AGREEMENTS	252,290.00	2,310.98	254,600.98
01	525-540	525	POLICE - GUN PURCHASE PROG	45,000.00	(22,331.01)	22,668.99
01	525-541	525	POLICE - LEASE PAYMENTS	-	2,726.00	2,726.00
01	525-548	525	POLICE - VEHICLE IMPOUND	-	350.00	350.00
01	525-716	525	POLICE-TRANS TO GRANT MATCHES	16,032.00	(16,032.00)	-
		525 Total		5,506,701.00	44,669.73	5,511,170.73
01	526-105	526	ANIM CTRL - SALARIES	175,342.00	5,484.10	180,826.10
01	526-106	526	ANIM CTRL -PT SALARIES	-	652.50	652.50
01	526-110	526	ANIM CTRL - OVERTIME	2,328.00	5,208.97	7,536.97
01	526-115	526	ANIM CTRL - LONGEVITY	240.00	120.00	360.00
01	526-126	526	ANIM CTRL - CERTIFICATION	2,700.00	1,200.37	3,900.37
01	526-135	526	ANIM CTRL - FICA	18,209.00	(3,765.90)	14,443.10
01	526-140	526	ANIM CTRL - HEALTH INS	59,628.00	(12,537.99)	47,090.01
01	526-141	526	ANIM CTRL - INS SUBSIDY	-	2,009.17	2,009.17
01	526-145	526	ANIM CTRL - WORKERS COMP	10,154.00	(472.00)	9,682.00
01	526-155	526	ANIM CTRL - RETIREMENT	29,230.00	(6,719.88)	22,510.12
01	526-165	526	ANIM CTRL - MEDICAL EXPENSE	-	811.50	811.50
01	526-185	526	ANIM CTRL - PAYROLL ACCRUAL	-	1,483.77	1,483.77
01	526-203	526	ANIM CTRL - APPAREL	4,315.00	(2,063.64)	2,251.36
01	526-204	526	MEDICAL SUPPLIES & EQUIPMENT	11,600.00	487.73	12,087.73
01	526-205	526	ANIM CTRL - GENERAL SUPPLIES	14,675.00	(1,851.64)	12,823.36
01	526-206	526	A/C VETERINARY SERVICES	18,000.00	2,227.98	20,227.98
01	526-215	526	ANIM CTRL - VEHICLE SUPPLIES	2,500.00	(2,430.00)	70.00
01	526-216	526	ANIM CTRL - FUEL EXPENSE	2,625.00	(1,673.48)	951.52
01	526-220	526	ANIM CTRL - EQUIPMENT SUPPLIES	7,250.00	(3,675.87)	3,574.13
01	526-305	526	ANIM CTRL - R&M VEHICLES	3,000.00	(1,742.37)	1,257.63
01	526-310	526	ANIM CTRL - R&M EQUIPMENT	7,202.00	(6,624.70)	577.30
01	526-320	526	ANIM CTRL - R&M BUILDING	20,000.00	894.40	20,894.40
01	526-405	526	ANIM CTRL - PHONES	2,640.00	(1,140.26)	1,499.74
01	526-410	526	ANIM CTRL - UTILITIES	11,550.00	(3,038.90)	8,511.10
01	526-425	526	ANIM CTRL - TRAVEL/TRAINING	5,000.00	(3,617.48)	1,382.52
01	526-476	526	ANIM CTRL - CREDIT CARD FEES	-	572.20	572.20
01	526-506	526	ANIM CTRL - VEHICLE INSURANCE	7,850.00	(3,210.00)	4,640.00
01	526-507	526	ANIM CTRL - INSURANCE	-	8,791.25	8,791.25
01	526-510	526	ANIM CTRL - EMP APPRECIATION	500.00	(500.00)	-
01	526-655	526	AC - BUILDING IMPROVEMENTS	-	15,560.62	15,560.
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Fund	Account	Dept	Line	Current Budget	(Decrease)	New Budget
i ana	riccourie	526 Total		416,538.00	(9,559.55)	406,978.45
01	530-105	530	FIRE - SALARIES	349,933.00	7,334.37	357,267.37
01	530-110	530	FIRE - OVERTIME	7,930.00	4,214.72	12,144.72
01	530-115	530	FIRE - LONGEVITY	1,980.00	(660.00)	1,320.00
01	530-126	530	FIRE - CERTIFICATION	8,400.00	896.32	9,296.32
01	530-135	530	FIRE - FICA	29,493.00	(1,130.88)	28,362.12
01	530-140	530	FIRE - HEALTH INS	126,664.00	(51,787.58)	74,876.42
01	530-145	530	FIRE - WORKERS COMP	10,154.00	(466.00)	9,688.00
01	530-155	530	FIRE - RETIREMENT	47,344.00	(2,196.67)	45,147.33
01	530-160	530	FIRE - PENSION	74,418.00	6,763.60	81,181.60
01	530-165	530	FIRE - MEDICAL EXPENSE	110.00	1,980.00	2,090.00
01	530-185	530	FIRE - PAYROLL ACCRUAL	-	3,344.82	3,344.82
01	530-203	530	FIRE - APPAREL	4,000.00	(1,594.43)	2,405.57
01	530-205	530	FIRE - GENERAL SUPPLIES	8,000.00	(574.92)	7,425.08
01	530-210	530	FIRE - OFFICE SUPPLIES	5,460.00	(599.47)	4,860.53
01	530-215	530	FIRE - VEHICLE SUPPLIES	2,000.00	(1,818.89)	181.11
01	530-220	530	FIRE - EQUIPMENT SUPPLIES	22,000.00	(4,917.51)	17,082.49
01	530-305	530	FIRE - R&M VEHICLES	51,750.00	(14,109.50)	37,640.50
01	530-310	530	FIRE - R&M EQUIPMENT	17,540.00	5,646.86	23,186.86
01	530-320	530	FIRE - R&M BUILDING	61,000.00	(11,883.33)	49,116.67
01	530-405	530	FIRE - PHONES	6,576.00	(1,654.56)	4,921.44
01	530-410	530	FIRE - UTILITIES	18,000.00	(275.94)	17,724.06
01	530-415	530	FIRE - FUEL EXPENSE	25,000.00	6,302.36	31,302.36
01	530-420	530	FIRE - DUES/SUBSCRIPTIONS	13,303.00	(968.67)	12,334.33
01	530-425	530	FIRE - TRAVEL/TRAINING	8,500.00	189.97	8,689.97
01	530-455	530	FIRE - CONTRACT LABOR	25,200.00	(25,200.00)	-
01	530-506	530	FIRE - VEHICLE INSURANCE	39,097.00	21,902.59	60,999.59
01	530-507	530	FIRE - BUILDING INSURANCE	33,995.00	9,845.69	43,840.69
-		530 Total		997,847.00	(51,417.05)	946,429.95
01	535-105	535	DEV SVC - SALARIES	539,919.00	(128,932.49)	410,986.51
01	535-110	535	DEV SVC - OVERTIME	2,519.00	(922.98)	1,596.02
01	535-115	535	DEV SVC - LONGEVITY	2,160.00	(240.00)	1,920.00
01	535-125	535	BLDG SVC - AUTO ALLOWANCE	6,000.00	(0.24)	5,999.76
01	535-126	535	DEV SVC - CERTIFICATION	15,000.00	(786.69)	14,213.31
01	535-128	535	DEV SVC - SPECIAL JOB PAY	3,600.00	(3,600.00)	
01	535-135	535	DEV SVC - FICA	39,733.00	(7,282.42)	32,450.58
01	535-140	535	DEV SVC - HEALTH INS	104,350.00	(39,635.97)	64,714.03
01	535-143	535	DEV SRVC - PHONE ALLOWANCE	2,160.00	(1,133.49)	1,026.51
01	535-145	535	DEV SVC - WORKERS COMP	1,950.00	(91.00)	1,859.00
01	535-155	535	DEV SVC - RETIREMENT	63,781.00	(13,369.39)	50,411.61
01	535-165	535	DEV SVC - MEDICAL EXPENSE	-	485.00	485.00
01	535-185	535	DEV SVC - PAYROLL ACCRUAL	_	5,401.77	5,401.77
01	535-203	535	DEV SVC - APPAREL	3,200.00	(2,122.82)	1,077.18
01	535-205	535	DEV SVC - GENERAL SUPPLIES	5,000.00	(405.02)	4,594.98
01	535-210	535	DEV SVC - OFFICE SUPPLIES	2,500.00	(1,512.93)	987.07
01	535-215	535	DEV SVC - VEHICLE SUPPLIES	1,250.00	(794.56)	455.44
01	535-216	535	DEV SVC - FUEL EXPENSE	4,050.00	1,396.38	5,446.38
01	535-220	535	DEV SVC - EQUIPMENT SUPPLIES	3,000.00	(2,808.80)	191.20
01	535-221	535	POSTAGE USE	2,650.00	(2,650.00)	-
01	535-222	535	DS PUBLICATIONS	4,000.00	3,320.80	7,320.80
01	535-305	535	DEV SVC - R&M VEHICLES	3,000.00	3,190.25	6,190.25
01	535-305	535	DEV SVC - R&M EQUIPMENT	20,000.00	(1,621.46)	18,378.54
01	535-310	535	DS R&M BUILDING	45,000.00	(22,227.12)	22,772.88
01	535-405	535	DEV SVC - PHONES	3,000.00	(873.78)	2,126.22
01	535-405	535	DS UTILITIES	35,000.00	(1,854.49)	33,145.51
01	535-410	535	DEV SVC - PROFESSIONAL FEES	112,500.00	69,655.16	182,155.16
01	535-415.01	535	COUNTY ENG. FEES	112,300.00	48,182.00	48,182.00
01	535-415.01	535	DS ATTORNEY FEES	56,250.00	(41,103.50)	15,146.
Гот	JJJ-413	ردر	DO ATTORNET LEES	30,230.00	(41,103.30)	15,146.

Item 18	8.
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					Adjustment - Increase	Item 1
Fund	Account	Dept	Line	Current Budget	(Decrease)	New Budget
01	535-419.06	535	WINDROSE GREEN		665.06	665.06
01 01	535-420 535-425	535 535	DEV SVC - DUES/SUBSCRIPTIONS	3,638.00	(2,622.78)	1,015.22 6,201.46
	535-425	535	DEV SVC - TRAVEL/TRAINING DEV SVC - FOOD HANDLING MAT	17,938.00 2,500.00	(11,736.54)	6,201.46
01 01	535-420	535	DEV SVC - POOD HANDLING MAT DEV SVC - DOCUMENT SCANNING	10,000.00	(2,500.00) (10,000.00)	
01	535-427	535	DEV SVC - CONTRACT LABOR	58,500.00	(11,171.68)	47,328.32
01	535-503	535	Dev Services - Surety / Notary	30,300.00	99.97	99.97
01	535-510	535	DEV SVC - EMP APPRECIATION	750.00	(325.84)	424.16
01	535-535	535	BLDG SVC - LEASE PAYMENTS	750.00	4,886.93	4,886.93
01	333 333	535 Total	DEDUCTION LETTER TO THE PROPERTY OF THE PROPER	1,174,898.00	(175,042.67)	999,855.33
01	550-105	550	PARKS - SALARIES	486,879.00	117,850.15	604,729.15
01	550-110	550	PARKS - OVERTIME	15,000.00	1,139.35	16,139.35
01	550-115	550	PARKS - LONGEVITY	2,220.00	(720.00)	1,500.00
01	550-125	550	PARKS - AUTO ALLOWANCE	6,000.00	0.02	6,000.02
01	550-126	550	PARKS - CERTIFICATION	7,650.00	(268.06)	2,381.94
01	550-128	550	PARKS - SPECIAL JOB PAY	1,200.00	831.04	2,031.04
01	550-135	550	PARKS - FICA	47,324.00	771.17	48,095.17
01	550-140	550	PARKS - HEALTH INS	160,830.00	(30,589.50)	130,240.50
01	550-141	550	PARKS - INS SUBSIDY	-	(928.85)	(928.85)
01	550-143	550	PARKS- PHONE ALLOWANCE	3,600.00	51.19	1,051.19
01	550-145	550	PARKS - WORKERS COMP	7,350.00	(341.00)	7,009.00
01	550-155	550	PARKS - RETIREMENT	75,967.00	(1,401.31)	74,565.69
01	550-165	550	PARKS - MEDICAL EXPENSE	150.00	(370.00)	630.00
01	550-185	550	PARKS - PAYROLL ACCRUAL	-	8,927.60	8,927.60
01	550-203	550	PARKS - APPAREL	9,000.00	(1,773.20)	7,226.80
01	550-205	550	PARKS - GENERAL SUPPLIES	12,000.00	(744.11)	11,255.89
01	550-210	550	PARKS - OFFICE SUPPLIES	350.00	(204.71)	145.29
01	550-215	550	PARKS - VEHICLE SUPPLIES	2,000.00	(806.95)	1,193.05
01	550-216	550	PARKS - FUEL EXPENSE	15,350.00	6,709.10	22,059.10
01	550-220	550	PARKS - EQUIPMENT SUPPLIES	6,000.00	1,423.11	12,423.11
01	550-305	550	PARKS - R&M VEHICLES	2,000.00	4,930.83	5,930.83
01	550-310	550	PARKS - R&M EQUIPMENT	7,000.00	658.80	5,658.80
01	550-315	550	PARKS - R&M INFRASTRUCTURE	27,600.00	1,342.63	24,342.63
01	550-320	550	PARKS - R&M BUILDINGS	4,500.00	(1,098.19)	3,401.81
01	550-325	550	PARKS - R&M OTHER	12,000.00	(1,620.99)	10,379.01
01	550-330	550	PARKS - VEGETATION REPLACE	5,000.00	908.00	5,908.00
01	550-405	550	PARKS - PHONES	2,544.00	(608.01)	9,535.99
01	550-410	550	PARKS - UTILITIES	77,000.00	(11,580.60)	65,419.40
01	550-415	550	PARKS - LEGAL/PROFESSIONAL	-	2,250.00	2,250.00
01	550-420	550	PARKS - DUES/SUBSCRIPTIONS	13,344.00	(2,174.00)	1,370.00
01	550-425	550	PARKS - TRAVEL/TRAINING	8,819.00	(327.38)	8,491.62
01	550-440	550	PARKS - RENTAL EXPENSE	1,000.00	(175.21)	2,574.79
01	550-446	550	PARKS - ADVERTISING	1,000.00	(636.47)	363.53
01	550-456	550	PARKS - IRRIGATION	350.00	(133.31)	216.69
01	550-457	550	PARKS - BALLFIELD MAINTENANCE	30,000.00	(13,251.04)	16,748.96
01	550-460	550	PARKS - ANNUAL SOFTWARE FEE	-	5,400.00	15,200.00
01	550-506	550	PARKS - VEHICLE INSURANCE	9,400.00	(3,844.00)	5,556.00
01	550-510	550	PARKS - EMP APPRECIATION	1,000.00	(74.11)	925.89
01	550-538	550	BUILDING LEASE	-	7,104.57	7,104.57
		550 Total		1,061,427.00	86,626.56	1,148,053.56
01	555-105	555	INF TECH - SALARIES	261,872.00	(14,259.37)	244,476.63
01	555-106	555	INFO TECH PART TIME SALARIES	-	2,312.50	2,312.50
01	555-110	555	IT-OVERTIME	6,490.00	(3,465.62)	3,024.38
01	555-115	555	INF TECH - LONGEVITY	1,020.00	(120.00)	900.00
01	555-125	555	INF TECH - AUTO ALLOWANCE	6,000.00	0.02	6,000.02
01	555-126	555	INF TECH - CERTIFICATION	-	151.00	151.00
01	555-135	555	INF TECH - FICA	27,554.00	(8,022.44)	19,531.56
01	555-140	555	INF TECH - HEALTH INS	74,536.00	(53,777.52)	20,758.

Item 18	8.
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Fund	Account	Dept	Line	Current Budget	(Decrease)	New Budget
01	555-145	555	INF TECH - WORKERS COMP	10,154.00	(472.00)	9,682.00
01	555-155	555 555	INF TECH - RETIREMENT INF TECH - MEDICAL EXPENSE	44,231.00	(14,428.24)	29,802.76
01 01	555-165	555		-	55.00	55.00
01	555-185	555	INF TECH - PAYROLL ACCRUAL	300.00	3,427.28	3,427.28
01	555-203 555-205	555	IT APPAREL INF TECH - GENERAL SUPPLIES	300.00 2,000.00	(62.40) 553.57	237.60 2,553.57
01	555-210	555	INF TECH - GENERAL SUPPLIES	200.00	114.82	914.82
01	555-216	555	INF TECH - FUEL EXPENSE	2,400.00	(625.25)	1,774.75
01	555-221	555	INF TECH - SMALL EQUIPMENT	2,700.00	(984.15)	2,415.85
01	555-305	555	R&M VEHICLES	500.00	(500.00)	-
01	555-310	555	INF TECH - R&M EQUIPMENT	53,900.00	1,586.75	8,054.75
01	555-405	555	INF TECH - PHONES	3,170.00	(1,146.99)	2,023.01
01	555-420	555	INF TECH - DUES/SUBSCRIPTIONS	905.00	(57.11)	847.89
01	555-421	555	IT- BACKUP VOICE & DATA	9,000.00	(9.79)	8,990.21
01	555-425	555	INF TECH - TRAVEL/TRAINING	6,000.00	13.05	8,013.05
01	555-446	555	IT ADVERTISING	500.00	(500.00)	-
01	555-455	555	INF TECH - CONTRACT LABOR	6,000.00	1,535.50	10,671.50
01	555-460	555	INF TECH - ANNUAL SOFTWARE	46,365.00	(32,807.98)	48,189.02
01	555-510	555	INF TECH - EMP APPRECIATION	500.00	(200.06)	299.94
01	555-538	555	BUILDING LEASE	-	17,752.70	17,752.70
01	555-555	555	INF TECH - EMAIL SERVICES	25,000.00	(1,938.47)	26,861.53
01	555-610	555	INF TECH - COMPUTER/SOFTWARE	-	678.97	678.97
01	555-625	555	INF TECH - EQUIPMENT CE	-	115.93	3,115.93
		555 Total		588,597.00	(105,080.30)	483,516.70
01	556-514	556	ENTERPRISE VEHICLE LEASE	537,067.00	(106,176.55)	430,890.45
01	556-519	556	TRANSFER FOR INTER-FUND LOAN	49,800.00	(49,800.00)	-
		556 Total		586,867.00	(155,976.55)	430,890.45
01	557-105	557	ECO DEV - SALARIES	26,838.00	5,734.28	32,572.28
01	557-115	557	ECO DEV - LONGEVITY	180.00	(7.20)	172.80
01	557-125	557	ECO DEV - AUTO ALLOWANCE	1,500.00	299.94	1,799.94
01	557-126	557	ECO DEV - CERTIFICATION	300.00	69.99	369.99
01	557-135	557	ECO DEV - FICA	2,058.00	605.35	2,663.35
01	557-140	557	ECO DEV - HEALTH INS	3,336.00	5,250.67	8,586.67
01	557-145	557	ECO DEV - WORKERS COMP	110.00	28.00	138.00
01	557-155	557	ECO DEV - RETIREMENT	3,223.00	711.07	3,934.07
01	557-185	557	ECO DEV - PAYROLL ACCRUAL	-	1,205.96	1,205.96
01	557-203	557	ECO DEV - APPAREL	200.00	(6.70)	193.30
01	557-205	557	ECO DEV - GENERAL SUPPLIES	500.00	(489.11)	10.89
01	557-415	557	ECO DEV - LEGAL/PROFESSIONAL	55,000.00	(14,560.00)	40,440.00
01	557-420	557	ECO DEV - DUES/SUBSCRIPTIONS	1,500.00	(857.11)	642.89
01	557-425	557	ECO DEV - TRAVEL/TRAINING	5,000.00	150.65	5,150.65
01	FF0 10F	557 Total 558		99,745.00 419,735.00	(1,864.21)	97,880.79
01 01	558-105 558-106	558	PW STR - SALARIES PW STR - ON CALL	5,200.00	86,293.68 (2,118.75)	506,028.68 3,081.25
01	558-110	558	PW STR - ON CALL PW STR - OVERTIME	33,000.00	8,236.58	41,236.58
01	558-125	558	PW STR - OVERTIME PW STR - AUTO ALLOWANCE	33,000.00	2,123.10	2,123.10
01	558-126	558	PW STR - CERTIFICATION	1,300.00	3,539.45	4,839.45
01	558-135	558	PW STR - FICA	38,383.00	3,173.57	41,556.57
01	558-140	558	PW STR - HEALTH INS	157,245.00	(29,211.99)	128,033.01
01	558-141	558	PW STR - INS SUBSIDY	137,213.00	6,871.74	6,871.74
01	558-143	558	PW STR- PHONE ALLOWANCE	400.00	164.96	564.96
01	558-145	558	PW STR - WORKERS COMP	10,154.00	24,603.54	34,757.54
01	558-150	558	PW STR - UNEMPLOYMENT	-	256.92	256.92
01	558-155	558	PW STR - RETIREMENT	61,614.00	4,895.59	66,509.59
01	558-165	558	PW STR - MEDICAL EXPENSE	5,300.00	(4,130.00)	1,170.00
01	558-185	558	PW STR - PAYROLL ACCRUAL	-	(2,034.44)	(2,034.44)
	1					
01	558-203	558	PW STR - APPAREL	5,000.00	(1.07)	8,738.93

Item 18	8.
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					Adjustment - Increase	Item 1
Fund	Account	Dept	Line	Current Budget	(Decrease)	New Budget
01	558-210	558	PW STR - OFFICE SUPPLIES	500.00	(49.25)	450.75
01	558-213	558	PW STR - SIGN MATERIAL	21,500.00	(199.21)	21,300.79
01	558-215	558	PW STR - VEHICLE SUPPLIES	4,000.00	(139.61)	3,860.39
01	558-216	558	PW STR - FUEL EXPENSE	30,000.00	20,565.93	50,565.93
01	558-220	558 558	PW STR - EQUIPMENT SUPPLIES PW STR - SMALL EQUIPMENT	12,000.00	(4,394.46)	7,605.54
01 01	558-221 558-223	558	PW STR - SMALL EQUIPMENT PW STR - EQUIPMENT RENTAL	3,000.00	(1,636.53)	1,363.47 650.00
01	558-225	558	PW STR - CHEMICAL SUPPLIES	1,500.00 1,000.00	(850.00) (32.75)	967.25
01	558-305	558	PW STR - R&M VEHICLES	3,000.00	(3.71)	2,996.29
01	558-310	558	PW STR - R&M EQUIPMENT	45,000.00	(15.73)	44,984.27
01	558-315	558	PW STR - R&M INFRASTRUCTURE	73,000.00	(28,559.67)	44,440.33
01	558-320	558	PW STR - R&M BUILDING	65,000.00	(52,817.33)	12,182.67
01	558-405	558	PW STR - PHONES	5,000.00	(508.49)	4,491.51
01	558-410	558	PW STR - UTILITIES	160,000.00	34,842.54	194,842.54
01	558-411	558	PW STR - LIGHTS	2,500.00	(2,500.00)	194,042.54
01	558-415	558	PW STR - LEGAL/PROFESSIONAL	45,000.00	(32,701.64)	12,298.36
01	558-420	558	PW STR - DUES/SUBSCRIPTIONS	1,000.00	(244.28)	755.72
01	558-425	558	PW STR - TRAVEL/TRAINING	5,000.00	(16.18)	4,983.82
01	558-465	558	PW STR - SPEC EVENTS/PROJECTS	2,000.00	(150.13)	1,849.87
01	558-499	558	PW STR - MISCELLANEOUS	15,000.00	0.04	15,000.04
01	558-503	558	Public Works - Surety / Notary	15,000.00	99.97	99.97
01	558-506	558	PW STR - VEHICLE INSURANCE	10,005.00	(4,092.00)	5,913.00
01	558-510	558	PW STR - EMP APPRECIATION	500.00	(7.51)	492.49
01	558-535	558	PW STR - LEASE PAYMENTS	300.00	1,773.71	1,773.71
01	558-538	558	BUILDING LEASE		17,752.71	17,752.71
01	558-612	558	PW STR - OVERLAYS	250,000.00	(34,320.52)	215,679.48
01	558-613	558	PW STR - SIDEWALKS	230,000.00	22,000.00	22,000.00
01	550 015	558 Total		1,502,836.00	38,037.35	1,544,613.35
01	559-105	559	NON DEPT WAGE CHANGES	19,670.00	(19,670.00)	1,511,015.55
01	559-140	559	HEALTH INSURANCE	171,851.00	(174,806.00)	(2,955.00)
01	559-141	559	HEALTH INS-SUBSIDY	8,400.00	(16,032.59)	(7,632.59)
01	559-199	559	BUDGETED VACANCIES	409,702.00	(409,702.00)	-
01	559-405	559	TELEPHONE EXPENSE	30,000.00	38,239.14	68,239.14
01	559-422	559	CITY CONNECT	15,000.00	(2,130.00)	12,870.00
01	559-445	559	SPECIAL SERVICES	8,000.00	(8,000.00)	-
01	559-446	559	LIBRARY CONTRIBUTION	35,000.00	(2,500.00)	32,500.00
01	559-455	559	NON DEPT - CONTRACT LABOR	-	756.00	756.00
01	559-475	559	BANK CHARGES	7,000.00	(7,105.00)	(105.00)
01	559-479	559	DEVELOP-INCENTIVE TAX REBATE	8,000.00	(8,000.00)	(103,00)
01	559-480	559	SOLID WASTE COST	2,180,693.00	(92,139.44)	2,088,553.56
01	559-490	559	ANGLETON UNIVERSITY	6,000.00	(1,142.37)	4,857.63
01	559-499	559	NON-DEPT MISCELLANEOUS	7,000.00	(166,900.86)	(159,900.86)
01	559-505	559	GENERAL INSURANCE	21,813.00	25,481.47	47,294.47
01	559-506	559	VEHICLE INSURANCE	51,616.00	(20,885.54)	30,730.46
01	559-507	559	BUILDING INSURANCE	18,985.00	37,021.74	56,006.74
01	559-520	559	NON-DEPT-CONTINGENCY	46,247.00	(46,247.00)	-
01	559-538	559	Building Lease	-	10,648.16	10,648.16
01	559-555	559	BAD DEBT EXPENSE	30,000.00	(30,000.00)	-
01	559-741	559	TRANSFER TO UNEMPLYMNT FUND	50,000.00	0.04	50,000.04
01	333 7 11	559 Total		3,124,977.00	(893,114.25)	2,231,862.75
01	563-105	563	PARK ROW - SALARIES	199,498.00	15,295.46	214,793.46
01	563-110	563	PARK ROW - OVERTIME	3,750.00	(1,874.23)	1,875.77
01	563-115	563	PARK ROW - OVERTIME PARK ROW - LONGEVITY	3,540.00	(840.00)	2,700.00
01	563-115	563	PARK ROW - CERTIFICATION	-	72.30	72.30
01	563-128	563	PARK ROW - SPECIAL JOB PAY	1,200.00	(1,200.00)	-
01	563-135	563	PARK ROW - SPECIAL JOB FAT	24,272.00	(7,544.87)	16,727.13
01	563-140	563	PARK ROW - HEALTH INS	102,347.00	(43,400.52)	58,946.48
01	563-143	563	PHONE ALLOWANCE	1,440.00	(84.16)	635
01	202-142	303	I HONE ALLOWANCE	1,770.00	(01.10)	30

					Adjustment - Increase	Item 1
Fund	Account	Dept	Line	Current Budget	(Decrease)	New Budget
01	563-145	563	PARK ROW - WORKERS COMP	3,150.00	(146.00)	3,004.00
01	563-155	563	PARK ROW - RETIREMENT	38,962.00	(12,854.82)	26,107.18
01	563-165	563	PARK ROW - MEDICAL EXPENSE	150.00	(5.00)	145.00
01	563-185	563	PARK ROW - PAYROLL ACCRUAL	-	1,016.61	1,016.61
01	563-215	563	PARK ROW - VEHICLE SUPPLIES		7.50	7.50
01	563-216	563	PARK ROW - FUEL EXPENSE	6,300.00	5,483.16	11,783.16
01	563-220 563-310	563 563	PARK ROW - EQUIPMENT SUPPLIES	6,500.00	359.05	4,859.05
01 01	563-310	563	PARK ROW - R&M EQUIPMENT PARK ROW - EMP APPRECIATION	5,500.00	85.14 25.00	8,305.14 25.00
01	563-625	563	PARK ROW - EMP APPRECIATION PARK ROW - EQUIPMENT CE	-	14,499.00	14,499.00
01	303-023	563 Total	PARK ROW - EQUIPMENT CE	396,609.00	(31,106.38)	365,502.62
01 To	tal	303 TOTAL		75,007.00	(1,721,732.68)	(304,922.04)
02	300-800	300	INTEREST INCOME	(6,000.00)	12,273.05	(18,273.05)
02	300-800	300	TRANSFER FROM FUND BALANCE	(200,000.00)	(200,000.00)	(10,2/3.03)
02	300-902	300 Total	TRANSFER FROM FUND BALANCE	(206,000.00)	(187,726.95)	(18,273.05)
02	558-530	558	STREET - CONTINGENCY	6,000.00	(6,000.00)	(10,273.03)
02	558-613	558	STREET - CE SIDEWALKS	100,000.00	(100,000.00)	
02	558-615	558	STREET - CE INFRASTRUCTURE	100,000.00	(1,981.00)	98,019.00
02	550 015	558 Total	STREET - CE INTRASTRUCTURE	206,000.00	(107,981.00)	98,019.00
02 To	tal	330 Total		200,000.00	(295,707.95)	79,745.95
03	300-300	300	WATER INCOME	(6,154,200.00)	421,238.22	(6,575,438.22)
03	300-300	300	WATER INCOME WATER REVENUE	(2,000.00)	(1,930.64)	(69.36)
03	300-301	300	CAF-WATER	(70,227.00)	(68,227.00)	(2,000.00)
03	300-305	300	SEWER INCOME	(2,705,092.00)	175,536.55	(2,880,628.55)
03	300-306	300	DOMESTIC SEWER	(255,387.00)	24,836.52	(280,223.52)
03	300-307	300	CAF-SEWER	(43,203.00)	(41,203.00)	(2,000.00)
03	300-311	300	RECYCLING INCOME	(3,000.00)	(328.20)	(2,671.80)
03	300-315	300	CONNECTION INCOME	(20,000.00)	2,500.00	(22,500.00)
03	300-320	300	PENALTY INCOME	(180,813.00)	49,754.66	(230,567.66)
03	300-325	300	WATER TAPS	(32,175.00)	49,421.14	(81,596.14)
03	300-330	300	SEWER TAPS	(28,600.00)	24,409.00	(53,009.00)
03	300-331	300	2-WEEK CLEAN UP FEE	(250.00)	70.00	(320.00)
03	300-333	300	TRANSFER FEES	(1,500.00)	(82.68)	(1,417.32)
03	300-334	300	RECONNECT FEE	(140,000.00)	(1,266.72)	(138,733.28)
03	300-337	300	LOCK REFUND	-	2,538.10	(2,538.10)
03	300-407	300	USER FEE REVENUE	(38,180.00)	(2,992.00)	(35,188.00)
03	300-800	300	INTEREST INCOME	(4,000.00)	(2,250.83)	(1,749.17)
03	300-820	300	CASH OVER/SHORT	-	(80.19)	80.19
03	300-892	300	MISCELLANEOUS REVENUE	-	1,250.22	(1,250.22)
03	300-895	300	CLEARWIRE AGREEMENT	(32,755.00)	(1,680.00)	(31,075.00)
03	300-896	300	DEVELOPER'S PARTICIPATION	-	515,834.52	(515,834.52)
03	300-899	300	MISCELLANEOUS	(10,000.00)	(12,365.72)	2,365.72
03	300-900	300	TRANSFER FROM FUND BALANCE	(1,138,503.00)	(1,138,503.00)	-
		300 Total		(10,859,885.00)	(3,521.05)	(10,856,363.95)
03	560-105	560	COLLECT - SALARIES	160,429.00	22,811.34	183,240.34
03	560-110	560	COLLECT - OVERTIME	1,646.00	713.74	2,359.74
03	560-126	560	COLLECT - CERTIFICATION	-	39.14	39.14
03	560-135	560	COLLECT - FICA	16,888.00	(3,393.44)	13,494.56
03	560-140	560	COLLECT - HEALTH INS	93,905.00	(28,605.86)	65,299.14
03	560-141	560	COLLECT - INS SUBSIDY	-	(37.85)	(37.85)
03	560-145	560	COLLECT - WORKERS COMP	250.00	(12.00)	238.00
03	560-150	560	COLLECT - UNEMPLOYMENT	-	(652.70)	1,347.30
03	560-155	560	COLLECT - RETIREMENT	41,605.00	(19,387.07)	22,217.93
03	560-185	560	COLLECT - PAYROLL ACCRUAL	-	3,163.24	3,163.24
03	560-203	560	COLLECT - APPAREL	1,000.00	(443.90)	823.10
03	560-205	560	COLLECT - GENERAL SUPPLIES	1,000.00	(19.09)	1,980.91
03	560-211	560	COLLECT - POSTAGE	47,000.00	1,990.00	48,990.00
03	560-216	560	COLLECT- FUEL EXPENSE	30,000.00	(27,492.37)	2,507.

Item 18	8.
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_					Adjustment - Increase	Item 1
Fund	Account	Dept	Line	Current Budget	(Decrease)	New Budget
03	560-220	560	COLLECT - EQUIPMENT SUPPLIES	3,500.00	7.74	4,507.74
03	560-225	560	COLLECT - BILLING SUPPLIES	6,500.00	(937.85)	10,562.15
03	560-305	560	R&M VEHICLE	180.00	(135.95)	44.05
03	560-310	560	COLLECT - ANNUAL MAINT FEES	25,000.00	(748.05)	24,251.95
03	560-311	560 560	METER SUPPLIES	3,800.00	(2,441.56)	1,358.44
03 03	560-405 560-415	560	COLLECT - PHONES COLLECT - LEGAL/PROFESSIONAL	1,250.00	704.64 (1,250.00)	1,304.64
03	560-415	560	COLLECT - TRAVEL/TRAINING	1,000.00	(988.47)	11.53
03	560-455	560	COLLECT - TRAVEL/TRAINING COLLECT - CONTRACT LABOR	1,000.00	(0.50)	2,932.50
03	560-460	560	Collect - Annual Software Fees		17,868.96	17,868.96
03	560-476	560	COLLECT - CREDIT CARD FEES	30,000.00	(13,722.48)	16,277.52
03	560-477	560	COLLECT - INTERNET CC FEES	50,000.00	7,297.81	57,297.81
03	560-506	560	VEHICLE INSURANCE	300.00	(123.00)	177.00
03	560-507	560	COLLECT - BUILDING INSURANCE	30,000.00	17,831.11	47,831.11
03	560-510	560	COLLECT - BOILDING INSURANCE COLLECT - EMP APPRECIATION	375.00	(177.64)	197.36
03	560-535	560	COLLECT - LEASE PAYMENTS	3,400.00	(1,285.27)	2,114.73
03	560-555	560	COLLECT - BAD DEBT EXPENSE	70,000.00	(70,000.00)	2,114./3
03	560-701	560	WATER-TRANS TO CAPT-ENTERPRIS	35,800.00	(35,800.00)	
03	560-702	560	TRANSFER TO GENERAL FUND	307,928.00	0.04	307,928.04
03	300-702	560 Total	TRANSIER TO GENERAL FOND	962,756.00	(135,227.29)	840,328.71
03	565-105	565	WATER - SALARIES	458,679.00	51,468.87	510,147.87
03	565-106	565	WATER - ON CALL	6,000.00	887.50	6,887.50
03	565-110	565	WATER - ON CALL WATER - OVERTIME	30,000.00	33,966.18	63,966.18
03	565-125	565	WATER - OVERTIME WATER - AUTO ALLOWANCE	6,000.00	(3,046.12)	2,953.88
03	565-126	565	WATER - AUTO ALLOWANCE WATER - CERTIFICATION	3,725.00	4,327.65	8,052.65
03	565-128	565	WATER - CERTIFICATION WATER - SPECIAL JOB PAY	480.00	(480.00)	6,032.03
03	565-135	565	WATER - SPECIAL JOB PAT	40,510.00	2,892.26	43,402.26
03	565-140	565	WATER - FICA WATER - HEALTH INS	140,445.00	(33,744.78)	106,700.22
03	565-141	565	WATER - INS SUBSIDY	170,773.00	7,027.51	7,027.51
03	565-143	565	WATER PHONE ALLOWANCE	720.00	(254.70)	465.30
03	565-145	565	WATER THORE ALLOWANCE WATER - WORKERS COMP	10,154.00	(472.00)	9,682.00
03	565-155	565	WATER - WORKERS COM	79,524.00	(10,841.41)	68,682.59
03	565-165	565	WATER - MEDICAL EXPENSE	7 5,52 1.00	285.00	285.00
03	565-185	565	WATER - PAYROLL ACCRUAL	_	8,534.69	8,534.69
03	565-203	565	WATER - APPAREL	4,000.00	817.13	4,817.13
03	565-205	565	WATER - GENERAL SUPPLIES	10,000.00	509.27	10,509.27
03	565-210	565	WATER - OFFICE SUPPLIES	5,000.00	(80.67)	4,919.33
03	565-215	565	WATER - VEHICLE SUPPLIES	3,500.00	(257.65)	3,242.35
03	565-216	565	WATER - FUEL EXPENSE	20,000.00	3,430.59	23,430.59
03	565-220	565	WATER - EQUIPMENT SUPPLIES	5,000.00	339.76	5,339.76
03	565-221	565	WATER - SMALL EQUIPMENT	3,000.00	(544.41)	2,455.59
03	565-224	565	WATER - WATER PURCHASES	3,175,000.00	43.17	3,175,043.17
03	565-225	565	WATER - CHEMICAL SUPPLIES	10,000.00	(3,408.26)	17,091.74
03	565-226	565	CHEMICALS	500.00	(234.67)	265.33
03	565-305	565	WATER - R&M VEHICLES	3,000.00	(1,710.63)	1,289.37
03	565-310	565	WATER - R&M EQUIPMENT	8,000.00	(109.95)	7,890.05
03	565-311	565	WATER - METERS	20,000.00	(8,760.00)	11,240.00
03	565-315	565	WATER - R&M INFRASTRUCTURE	593,310.00	38,779.11	618,589.11
03	565-320	565	WATER - R&M BUILDINGS	30,000.00	(21,736.48)	8,263.52
03	565-325	565	WATER - R&M OTHER	-	(4,814.83)	(4,814.83)
03	565-335	565	SOFTWARE	-	3,000.00	3,000.00
03	565-405	565	WATER - PHONES	10,000.00	12,700.34	22,700.34
03	565-410	565	WATER - UTILITIES	46,000.00	13,027.79	59,027.79
03	565-415	565	WATER - LEGAL/PROFESSIONAL	40,000.00	(23,395.17)	16,604.83
03	565-416	565	WATER - REGULATORY FEES	30,000.00	5,760.15	35,760.15
03	565-417	565	WATER - KEGOLATORY FEES	37,000.00	1,600.91	30,720.91
03	565-420	565	WATER - DUES/SUBSCRIPTIONS	5,000.00	(4,520.00)	480.00
03	565-425	565	WATER - TRAVEL/TRAINING	5,000.00	203.25	5 203
3 3	505 125	505	THE HAVELY HATHING	3,000.00	203.23	3,203.

Item 18	8.
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Name						Increase	nem n
13	Fund	Account	Dent	line	Current Budget		New Budget
133 555-455 565 WATER - CONTRACT LABOR 7,000.00 7,000.00 7,900.02 7,900.			-				
33 \$55-960 \$55							013.73
13 565-506 555 WATER - PUBLICE INSURANCE 20,007.00 (8,182.00) 11,825.00 365-507 555 WATER - Building Disurance - 18,762.05 24,00.40 30 565-510 555 WATER - ENDER POPRECIATION 300.00 (59.96) 24,00.40 30 565-530 555 WATER - ENDER POPRECIATION 30,00.00 (2,264.00 2,206.40 2,206.40 30 565-530 555 WATER - ENDER POPRECIATION 30,00.00 10,147.45 50,147.45 30,555.00 30 565-530 555 WATER - ENDERG MANAGEMENT 35,000.00 10,147.45 50,147.45 30,555.00 30 555-575 565 WATER TRANSFER TO GENERAL 30,7927.00 (0.02) 307,925.98 30 555-705 565 WATER TRANSFER TO GENERAL 30,7927.00 (256,626.09) 468,220.96 70,000 70,0					-		79 800 28
18,762.05 18,7					20,007,00	-	•
303 565-510 565 WATER - LEASE PAPPRICTATION 300.00 (29.36) 24.06.40 24.06.30 565-555 565 WATER - LEASE PAPPRIENTS 3,000.00 10,147.45 50,147.45 30.00.00 30.00.00 10,147.45 50,147.45 30.00.00 30.00.00 10,147.45 50,147.45 30.00.00					-		
03 S65-535 S65 WATER - LEASE PAYMENTS 3,000.00 2,204.00 5,205.40					300.00		
35 565-550 565 WATER - EMERG MANAGEMENT 35,000.00 10,174.76 50,147.45 50,1							
103 565-675 565 Water - Maint Projects 423,610.00 (42,610.00)							
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03 570-506 570 SEWER - VEHICLE INSURANCE 4,600.00 (1,881.00) 2,719.00 03 570-675 570 Sewer - Maint Projects 423,610.00 (423,610.00) - 03 570-701 570 SEWER-TRANSFER TO GENERAL 307,927.00 (0.04) 307,926.96 03 570-705 570 SEWER TRANSFER TO DEBT SERVICE 636,271.00 (0.04) 636,270.96 03 571-105 571 PLANT OP - SALARIES 2,864,957.00 (613,567.02) 2,249,007.98 03 571-106 571 PLANT OP - SALARIES 271,840.00 (39,275.04) 232,564.96 03 571-106 571 PLANT OP - ON CALL 2,700.00 1,387.52 4,087.52 03 571-110 571 PLANT OP - OVERTIME 25,000.00 26,635.03 51,635.03 03 571-125 571 PLANT OP - AUTO ALLOWANCE - 461.52 461.52 03 571-126 571 PLANT OP - SPECIAL JOB PAY 3,600.00 (3,600.00) - <	03	570-425	570	SEWER - TRAVEL/TRAINING	5,300.00		3,843.79
03 570-701 570 SEWER-TRANSFER TO GENERAL 307,927.00 (0.04) 307,926.96 03 570-705 570 SEWER TRANSFER TO DEBT SERVICE 636,271.00 (0.04) 636,270.96 03 571-105 571 PLANT OP - SALARIES 271,840.00 (39,275.04) 232,564.96 03 571-106 571 PLANT OP - ON CALL 2,700.00 1,387.52 4,087.52 03 571-110 571 PLANT OP - OVERTIME 25,000.00 26,635.03 51,635.03 03 571-125 571 PLANT OP - LONGEVITY 2,820.00 (360.00) 2,460.00 03 571-125 571 PLANT OP - AUTO ALLOWANCE - 461.52 461.52 03 571-126 571 PLANT OP - SECIAL JOB PAY 3,600.00 (3,600.00) - 03 571-128 571 PLANT OP - FICA 26,304.00 (2,104.01) 24,199.99 03 571-140 571 PLANT OP - HEALTH INS 59,628.00 (10,453.14) 49,174.86	03	570-506	570	SEWER - VEHICLE INSURANCE		(1,881.00)	
03 570-701 570 SEWER-TRANSFER TO GENERAL 307,927.00 (0.04) 307,926.96 03 570-705 570 SEWER TRANSFER TO DEBT SERVICE 636,271.00 (0.04) 636,270.96 570 Total 03 571-105 571 PLANT OP - SALARIES 271,840.00 (39,275.04) 232,564.96 03 571-106 571 PLANT OP - ON CALL 2,700.00 1,387.52 4,087.52 03 571-110 571 PLANT OP - OVERTIME 25,000.00 26,635.03 51,635.03 03 571-125 571 PLANT OP - LONGEVITY 2,820.00 (360.00) 2,460.00 03 571-125 571 PLANT OP - AUTO ALLOWANCE - 461.52 461.52 03 571-126 571 PLANT OP - SPECIAL JOB PAY 3,600.00 (3,600.00) - 03 571-135 571 PLANT OP - FICA 26,304.00 (2,104.01) 24,199.99 03 571-140 571 PLANT OP - HEALTH INS 59,628.00 (10,453.14) 49,174.86 03 571-145 571 PLAN	03	570-675	570	Sewer - Maint Projects			-
03 570-705 570 SEWER TRANSFER TO DEBT SERVICE 636,271.00 (0.04) 636,270.96 8 570 Total 2,864,957.00 (613,567.02) 2,249,007.98 93 571-105 571 PLANT OP - SALARIES 271,840.00 (39,275.04) 232,564.96 03 571-106 571 PLANT OP - ON CALL 2,700.00 1,387.52 4,087.52 03 571-110 571 PLANT OP - OVERTIME 25,000.00 26,635.03 51,635.03 03 571-115 571 PLANT OP - LONGEVITY 2,820.00 (360.00) 2,460.00 03 571-125 571 PLANT OP - AUTO ALLOWANCE - 461.52 461.52 03 571-126 571 PLANT OP - CERTIFICATION 12,601.00 129.61 12,730.61 03 571-128 571 PLANT OP - SPECIAL JOB PAY 3,600.00 (3,600.00) - 03 571-140 571 PLANT OP - HEALTH INS 59,628.00 (10,453.14) 49,174.86 03 571-143 571 PLANT OP - WORKERS COMP 10,154.00 (472.00) 9,682 <	03	570-701	570		307,927.00		307,926.96
570 Total 2,864,957.00 (613,567.02) 2,249,007.98 03 571-105 571 PLANT OP - SALARIES 271,840.00 (39,275.04) 232,564.96 03 571-106 571 PLANT OP - ON CALL 2,700.00 1,387.52 4,087.52 03 571-110 571 PLANT OP - OVERTIME 25,000.00 26,635.03 51,635.03 03 571-115 571 PLANT OP - LONGEVITY 2,820.00 (360.00) 2,460.00 03 571-125 571 PLANT OP - AUTO ALLOWANCE - 461.52 461.52 03 571-126 571 PLANT OP - CERTIFICATION 12,601.00 129.61 12,730.61 03 571-128 571 PLANT OP - SPECIAL JOB PAY 3,600.00 (3,600.00) - 03 571-135 571 PLANT OP - FICA 26,304.00 (2,104.01) 24,199.99 03 571-143 571 PLANT OP - HEALTH INS 59,628.00 (10,453.14) 49,174.86 03	03	570-705	570	SEWER TRANSFER TO DEBT SERVICE		(0.04)	
03 571-106 571 PLANT OP - ON CALL 2,700.00 1,387.52 4,087.52 03 571-110 571 PLANT OP - OVERTIME 25,000.00 26,635.03 51,635.03 03 571-115 571 PLANT OP - LONGEVITY 2,820.00 (360.00) 2,460.00 03 571-125 571 PLANT OP - AUTO ALLOWANCE - 461.52 461.52 03 571-126 571 PLANT OP - CERTIFICATION 12,601.00 129.61 12,730.61 03 571-128 571 PLANT OP - SPECIAL JOB PAY 3,600.00 (3,600.00) - 03 571-135 571 PLANT OP - FICA 26,304.00 (2,104.01) 24,199.99 03 571-140 571 PLANT OP - HEALTH INS 59,628.00 (10,453.14) 49,174.86 03 571-143 571 PHONE ALLOWANCE 1,440.00 (1,273.92) 166.08			570 Total			(613,567.02)	
03 571-106 571 PLANT OP - ON CALL 2,700.00 1,387.52 4,087.52 03 571-110 571 PLANT OP - OVERTIME 25,000.00 26,635.03 51,635.03 03 571-115 571 PLANT OP - LONGEVITY 2,820.00 (360.00) 2,460.00 03 571-125 571 PLANT OP - AUTO ALLOWANCE - 461.52 461.52 03 571-126 571 PLANT OP - CERTIFICATION 12,601.00 129.61 12,730.61 03 571-128 571 PLANT OP - SPECIAL JOB PAY 3,600.00 (3,600.00) - 03 571-135 571 PLANT OP - FICA 26,304.00 (2,104.01) 24,199.99 03 571-140 571 PLANT OP - HEALTH INS 59,628.00 (10,453.14) 49,174.86 03 571-143 571 PHONE ALLOWANCE 1,440.00 (1,273.92) 166.08	03	571-105	571	PLANT OP - SALARIES			
03 571-115 571 PLANT OP - LONGEVITY 2,820.00 (360.00) 2,460.00 03 571-125 571 PLANT OP - AUTO ALLOWANCE - 461.52 461.52 03 571-126 571 PLANT OP - CERTIFICATION 12,601.00 129.61 12,730.61 03 571-128 571 PLANT OP - SPECIAL JOB PAY 3,600.00 (3,600.00) - 03 571-135 571 PLANT OP - FICA 26,304.00 (2,104.01) 24,199.99 03 571-140 571 PLANT OP - HEALTH INS 59,628.00 (10,453.14) 49,174.86 03 571-143 571 PHONE ALLOWANCE 1,440.00 (1,273.92) 166.08 03 571-145 571 PLANT OP - WORKERS COMP 10,154.00 (472.00) 9,682	03	571-106	571	PLANT OP - ON CALL	2,700.00	1,387.52	4,087.52
03 571-125 571 PLANT OP - AUTO ALLOWANCE - 461.52 461.52 03 571-126 571 PLANT OP - CERTIFICATION 12,601.00 129.61 12,730.61 03 571-128 571 PLANT OP - SPECIAL JOB PAY 3,600.00 (3,600.00) - 03 571-135 571 PLANT OP - FICA 26,304.00 (2,104.01) 24,199.99 03 571-140 571 PLANT OP - HEALTH INS 59,628.00 (10,453.14) 49,174.86 03 571-143 571 PHONE ALLOWANCE 1,440.00 (1,273.92) 166.08 03 571-145 571 PLANT OP - WORKERS COMP 10,154.00 (472.00) 9,682	03	571-110	571	PLANT OP - OVERTIME	25,000.00	26,635.03	51,635.03
03 571-126 571 PLANT OP - CERTIFICATION 12,601.00 129.61 12,730.61 03 571-128 571 PLANT OP - SPECIAL JOB PAY 3,600.00 (3,600.00) - 03 571-135 571 PLANT OP - FICA 26,304.00 (2,104.01) 24,199.99 03 571-140 571 PLANT OP - HEALTH INS 59,628.00 (10,453.14) 49,174.86 03 571-143 571 PHONE ALLOWANCE 1,440.00 (1,273.92) 166.08 03 571-145 571 PLANT OP - WORKERS COMP 10,154.00 (472.00) 9,682	03	571-115	571	PLANT OP - LONGEVITY	2,820.00	(360.00)	2,460.00
03 571-128 571 PLANT OP - SPECIAL JOB PAY 3,600.00 (3,600.00) - 03 571-135 571 PLANT OP - FICA 26,304.00 (2,104.01) 24,199.99 03 571-140 571 PLANT OP - HEALTH INS 59,628.00 (10,453.14) 49,174.86 03 571-143 571 PHONE ALLOWANCE 1,440.00 (1,273.92) 166.08 03 571-145 571 PLANT OP - WORKERS COMP 10,154.00 (472.00) 9,682	03	571-125	571	PLANT OP - AUTO ALLOWANCE	-	461.52	461.52
03 571-128 571 PLANT OP - SPECIAL JOB PAY 3,600.00 (3,600.00) - 03 571-135 571 PLANT OP - FICA 26,304.00 (2,104.01) 24,199.99 03 571-140 571 PLANT OP - HEALTH INS 59,628.00 (10,453.14) 49,174.86 03 571-143 571 PHONE ALLOWANCE 1,440.00 (1,273.92) 166.08 03 571-145 571 PLANT OP - WORKERS COMP 10,154.00 (472.00) 9,682	03				12,601.00		
03 571-135 571 PLANT OP - FICA 26,304.00 (2,104.01) 24,199.99 03 571-140 571 PLANT OP - HEALTH INS 59,628.00 (10,453.14) 49,174.86 03 571-143 571 PHONE ALLOWANCE 1,440.00 (1,273.92) 166.08 03 571-145 571 PLANT OP - WORKERS COMP 10,154.00 (472.00) 9,682	03	571-128	571	PLANT OP - SPECIAL JOB PAY		(3,600.00)	-
03 571-140 571 PLANT OP - HEALTH INS 59,628.00 (10,453.14) 49,174.86 03 571-143 571 PHONE ALLOWANCE 1,440.00 (1,273.92) 166.08 03 571-145 571 PLANT OP - WORKERS COMP 10,154.00 (472.00) 9,682	03						24,199.99
03 571-143 571 PHONE ALLOWANCE 1,440.00 (1,273.92) 166.08	03						
03 571-145 571 PLANT OP - WORKERS COMP 10 154 00 (472 00) 9 682	03						
	03						9 682

					Adjustment -	Item 1
			_		Increase	
Fund	Account	Dept	Line	Current Budget	(Decrease)	New Budget
03	571-155	571	PLANT OP - RETIREMENT	56,721.00	(21,299.35)	35,421.65
03	571-165	571	PLANT OP - MEDICAL EXPENSE	5,300.00	(5,235.00)	65.00
03	571-185	571	PLANT OP - PAYROLL ACCRUAL	=	6,027.05	6,027.05
03	571-203	571	PLANT OP - APPAREL	2,000.00	(0.28)	3,035.72
03	571-205	571	PLANT OP - GENERAL SUPPLIES	5,200.00	(37.99)	5,162.01
03	571-210	571	PLANT OP - OFFICE SUPPLIES	1,500.00	(15.61)	1,484.39
03	571-215	571	PLANT OP - VEHICLE SUPPLIES	1,000.00	(536.29)	463.71
03	571-216	571	PLANT OP - FUEL EXPENSE	8,000.00	3,203.35	11,203.35
03	571-220	571	PLANT OP - EQUIPMENT SUPPLIES	2,000.00	1,277.16	3,277.16
03	571-221	571	PLANT OP - SMALL EQUIPMENT	1,000.00	(612.02)	387.98
03	571-223	571	PLANT OP - EQUIPMENT RENTAL	500.00	(500.00)	-
03	571-224	571	PLANT OP - LAB SUPPLIES	3,200.00	(959.27)	2,240.73
03	571-226	571	PLANT OP - CHEMICAL SUPPLIES	30,000.00	55,508.37	85,508.37
03	571-305	571	PLANT OP - R&M VEHICLES	2,000.00	(854.50)	1,145.50
03	571-310	571	PLANT OP - R&M EQUIPMENT	3,000.00	2,648.99	5,648.99
03	571-315	571	PLANT OP - R&M INFRASTRUCTURE	150,000.00	(2,711.06)	147,288.94
03	571-316	571	PLANT OP - SLUDGE	180,000.00	(36,793.27)	143,206.73
03	571-320	571	PLANT OF - SEODGE PLANT OF - R&M BUILDINGS	80,000.00	(885.08)	74,114.92
03	571-405	571	PLANT OF - ROLL BOILDINGS PLANT OP - PHONES	4,500.00	(2,574.60)	1,925.40
03	571-410	571	PLANT OP - UTILITIES	145,000.00	32,110.32	177,110.32
03	571-415	571	PLANT OP - LEGAL/PROFESSIONAL	50,000.00	3,864.51	53,864.51
03	571-416	571	PLANT OP - REGULATORY FEES	30,000.00	(1,048.79)	28,951.21
03	571-417	571	PLANT OP - LABORATORY FEES	42,000.00	13,037.57	62,917.57
03	571-420	571	PLANT OP - DUES/SUBSCRIPTIONS	860.00	(540.00)	320.00
03	571-425	571	PLANT OP - TRAVEL/TRAINING	4,500.00	(2,553.00)	1,947.00
03	571-455	571	PLANT OP - CONTRACT LABOR	-	269,257.56	269,257.56
03	571-506	571	PLANT OP - VEHICLE INSURANCE	2,300.00	(941.00)	1,359.00
03	571-507	571	Plant Op - Building Insurance	-	10,044.62	10,044.62
03	571-510	571	PLANT OP - EMP APPRECIATION	500.00	(500.00)	=
03	571-702	571	TRANSFER TO GENERAL FUND	307,927.00	(0.04)	307,926.96
		571 Total		1,535,095.00	289,457.92	1,828,468.92
03 Tot	tal			776,085.00	(719,483.53)	72,097.57
04	300-205	300	HOTEL/MOTEL TAX	(273,380.00)	(43,991.00)	(229,389.00)
04	300-800	300	INTEREST INCOME	(950.00)	1,224.04	(2,174.04)
04	300-892	300	SISTER CITY INITIATIVE	(5,000.00)	(5,000.00)	-
04	300-899	300	MISCELLANEOUS INCOME		305.80	(305.80)
04	300-900	300	TRANSFER FROM FUND BALANCE	(88,471.00)	(88,471.00)	=
		300 Total		(367,801.00)	(135,932.16)	(231,868.84)
04	575-105	575	HOT/MOT - SALARIES	128,461.00	287.51	128,748.51
04	575-110	575	HOT/MOT - OVERTIME	-	809.28	809.28
04	575-115	575	HOT/MOT - LONGEVITY	720.00	7.20	727.20
04	575-125	575	HOT/MOT - AUTO ALLOWANCE	4,500.00	(299.92)	4,200.08
04	575-126	575	HOT/MOT - CERTIFICATION	900.00	11.17	911.17
04	575-135	575	HOT/MOT - FICA	10,351.00	(8.20)	10,342.80
04	575-140	575	HOT/MOT - HEALTH INS	25,425.00	(11,260.65)	14,164.35
04	575-143	575	HOT MOT- PHONE ALLOWANCE	720.00	(0.48)	719.52
04	575-145	575	HOT/MOT - WORKERS COMP	35.00	(35.00)	715.52
04	575-155	575	HOT/MOT - RETIREMENT	16,209.00	(622.95)	15,586.05
04	575-185	575	HOT/MOT - PAYROLL ACCRUAL	10,203.00	135.29	135.29
04	575-205	575		1 000 00		995.76
04	575-205	575	HOT/MOT - GENERAL SUPPLIES	1,000.00	(4.24)	
			HOT-MURRALS-(ART WORK)	20,000.00	(5,178.55)	14,821.45
04	575-405	575	HOT/MOT - PHONES	480.00	163.90	643.90
04	575-420	575	HOT/MOT - DUES/SUBSCRIPTIONS	3,500.00	(283.27)	3,216.73
04	575-455	575	HOT/MOT - CONTRACT LABOR	-	6,300.00	6,300.00
04	575-460	575	HOT/MOT - SOFTWARE MAINT FEES	-	5,000.00	5,000.00
04	575-464	575	HOT/MOT - SPECIAL EVENTS	50,000.00	3,427.85	53,427.85
04	575-466	575	HOT/MOT - ADVERTISING	65,000.00	(1,509.59)	63,490.41
04	575-506	575	H/M - BUSINESS EXPENSE	500.00	23.58	523.

					Adjustment -	Item 18
					Increase	
Fund		Dept	Line	Current Budget	(Decrease)	New Budget
04	575-520	575	HOT/MOT - CONTINGENCY	10,000.00	(10,000.00)	-
04	575-550	575	HOT/MOT - VISITOR CENTER	1,000.00	(923.23)	76.77
04	575-701	575	TRANSFER TO GF FOR ADMIN SERV	25,000.00	(0.04)	24,999.96
		575 Total		363,801.00	(13,960.34)	349,840.66
04 To	tal			(4,000.00)	(149,892.50)	117,971.82
041	300-800	300	SALES TAX	-	5,952,317.62	(5,952,317.62)
		300 Total		-	5,952,317.62	(5,952,317.62)
041	558-401	558	GENERAL FUND SALES TAX	-	3,970,080.37	3,970,080.37
041	558-440	558	ABLC'S SALES TAX PORTION	-	1,982,237.26	1,982,237.26
		558 Total		-	5,952,317.63	5,952,317.63
041 T	otal			-	11,904,635.25	0.01
05	300-100	300	CURRENT TAXES	(1,510,694.00)	(77,714.53)	(1,432,979.47)
05	300-110	300	PRIOR YEAR DELINQUENT	(5,000.00)	3,437.21	(8,437.21)
05	300-400	300	PENALTIES	-	9,701.22	(9,701.22)
05	300-800	300	INTEREST INCOME	(1,000.00)	2,377.03	(3,377.03)
05	300-903	300	TRANSFER FROM WATER FUND	(1,272,542.00)	0.04	(1,272,542.04)
05	300-940	300	TRANSFER FROM ABL	(536,583.00)	(163,161.02)	
05	300-940	300	TRANSFER FROM OTHER SOURCE	(303,363.00)	4,860.00	(373,421.98)
US	200-220		I MANOFER FROM OTHER SOURCE	•	·	(308,223.00)
05	E00 41E	300 Total	DEDT LEGAL & DROE SEES	(3,629,182.00)	(220,500.05)	(3,408,681.95)
05	580-415	580	DEBT-LEGAL & PROF FEES	7,375.00	(2,875.00)	4,500.00
05	580-416	580	NON-GOV-LEGAL & PROF	10,100.00	(9,350.00)	750.00
05	580-510	580	DEBT- INTEREST EXPENSE	362,004.00	931,693.54	1,293,697.54
05	580-511	580	DEBT-INTEREST EXPE-NON GOV	441,160.00	1,127,327.05	1,568,487.05
05	580-515	580	DEBT-PRINCIPAL	1,075,355.00	(1,075,355.00)	-
05	580-516	580	BOND ISSUANCE COSTS	200,000.00	(200,598.80)	(598.80)
05	580-517	580	DEBT-PRINC NON GOV	1,124,645.00	(759,645.00)	365,000.00
05	580-520	580	DEBT-CONTINGENCY	408,543.00	(408,543.00)	-
		580 Total		3,629,182.00	(397,346.21)	3,231,835.79
05 To	tal			-	(617,846.26)	(176,846.16)
07	300-407	300	MC-TECHNOLOGY FUND REVENUE	(10,000.00)	(8,470.24)	(1,529.76)
07	300-800	300	INTEREST INCOME	-	113.72	(113.72)
		300 Total		(10,000.00)	(8,356.52)	(1,643.48)
07	520-310	520	EQUIPMENT MAINTENANCE-FEE/YR	-	1,176.70	1,176.70
07	520-625	520	MC TECH EQUIPMENT	-	8,069.24	8,069.24
07	520-700	520	TRANSFER TO FUND BALANCE	10,000.00	(10,000.00)	-
		520 Total		10,000.00	(754.06)	9,245.94
07 To	tal	320 1000		-	(9,110.58)	7,602.46
08	300-408	300	MC-BUILDING SECURITY REVENUE	(5,460.00)	7,927.83	(13,387.83)
08	300-800	300	INTEREST	(40.00)	269.43	(309.43)
00	300-600	300 Total	INTEREST	(5,500.00)	8,197.26	(13,697.26)
00	F20, 220	520	POSTAGE			(13,097.20)
08	520-220	_		500.00	(500.00)	226.50
08	520-625	520	SECURITY FUND EQUIPMENT	- -	226.50	226.50
08	520-701	520	TRANSFER TO GENERAL FUND	5,000.00	0.04	5,000.04
	1	520 Total		5,500.00	(273.46)	5,226.54
08 To				-	7,923.80	(8,470.72)
09	300-300	300	TXDOT GRANT REVENUE	(12,000.00)	(11,319.36)	(680.64)
09	300-301	300	CITY MATCH-CMV	(3,028.00)	(3,028.00)	-
		300 Total		(15,028.00)	(14,347.36)	(680.64)
09	525-110	525	STEP CMV OVERTIME	12,510.00	(12,510.00)	-
09	525-135	525	STEP CMV FICA	957.00	(957.00)	-
09	525-155	525	STEP CMV -RETIREMENT	1,548.00	(1,548.00)	=
09	525-700	525	TRANSFER TO FUND BALANCE	13.00	(13.00)	-
		525 Total		15,028.00	(15,028.00)	-
09 To	tal			-	(29,375.36)	(680.64)
10	300-410	300	COURT FORFEITURES	-	48.12	(48.12)
10	300-420	300	DRUG CONFISCATION	-	1,750.00	(1,750.00)
10	300-800	300	INTEREST INCOME	(50.00)	186.09	(236.09)
10	300-800	300	MISCELLANEOUS	(50.00)	27,545.01	(27,545.
ITO	300-033	500	PIESCELLANEOUS		Z1,JTJ.UI	(27,343.

					Adjustment -	Item 1
					Increase	
Fund	Account	Dept	Line	Current Budget	(Decrease)	New Budget
10	300-995	300	TRANSF-FUND BALANCE	(950.00)	(950.00)	-
		300 Total		(1,000.00)	28,579.22	(29,579.22)
10	525-499	525	MISCELLANEOUS	1,000.00	(1,000.00)	=
10	525-625	525	CE-EQUIPMENT	-	24,386.29	24,386.29
		525 Total		1,000.00	23,386.29	24,386.29
10 To	tal			-	51,965.51	(5,192.93)
101	300-300	300	A/C DONATIONS	(7,000.00)	(6,677.38)	(322.62)
101	300-800	300	INTEREST INCOME	(5,000.00)	(5,000.00)	-
		300 Total		(12,000.00)	(11,677.38)	(322.62)
101	526-204	526	MEDICAL SUPPLIES & EQUIPMENT	5,000.00	(5,000.00)	-
101	526-205	526	A/C SUPPLIES	5,000.00	(5,000.00)	_
101	526-215	526	A/C EQUIPMENT	2,000.00	(2,000.00)	_
		526 Total	7 - 0	12,000.00	(12,000.00)	_
101 T	otal	5_5 156		-	(23,677.38)	(322.62)
105	300-300	300	OBJ-GRANT PROCEEDS	(58,518.00)	(64,875.34)	6,357.34
105	300-305	300	POLICE MATCH TRANSFER	(15,482.00)	(15,482.00)	
105	300-306	300	IN KIND MATCH	(5,000.00)	(5,000.00)	
103	300-300	300 Total	IN KIND MATCH	(79,000.00)	(85,357.34)	6,357.34
105	500-185	500 Total	VOCA - PAYROLL ACCRUAL	(79,000.00)	(53.49)	·
105	500-185		VOCA - PAYROLL ACCRUAL	-	, ,	(53.49)
405	505 405	500 Total	VOCA CALABATE	- 45 677 00	(53.49)	(53.49)
105	525-105	525	VOCA-SALARIES	45,677.00	887.73	46,564.73
105	525-110	525	VOCA-OVERTIME	457.00	(135.99)	321.01
105	525-115	525	LONGEVITY	60.00	(60.00)	-
105	525-126	525	VOCA-CERTIFICATION	1,200.00	335.06	1,535.06
105	525-135	525	VOCA-FICA	3,626.00	(436.46)	3,189.54
105	525-140	525	VOCA-HEALTH INS	13,344.00	3,102.90	16,446.90
105	525-145	525	VOCA-WORKERS COMP	100.00	(100.00)	-
105	525-155	525	VOCA-RETIREMENT	5,687.00	65.41	5,752.41
105	525-165	525	MEDICAL EXPENSE	5,678.00	(5,678.00)	-
105	525-205	525	VOCA-SUPPLIES	771.00	(771.00)	-
105	525-425	525	VOCA-TRAVEL & TRAINING	2,400.00	(2,400.00)	-
		525 Total		79,000.00	(5,190.35)	73,809.65
105 T	otal			-	(90,601.18)	80,113.50
107	300-800	300	REVENUE FROM ESD	(326,198.00)	(11,890.03)	(314,307.97)
107	300-801	300	INTEREST INCOME	(277.00)	(277.00)	-
		300 Total		(326,475.00)	(12,167.03)	(314,307.97)
107	530-203	530	FIRE ESD - APPAREL	5,300.00	(1,572.80)	3,727.20
107	530-205	530	FIRE ESD - GENERAL SUPPLIES	2,000.00	(1,255.86)	744.14
107	530-215	530	FIRE ESD - VEHICLE SUPPLIES	20,000.00	(770.05)	19,229.95
107	530-220	530	FIRE ESD - EQUIPMENT SUPPLIES	79,072.00	(60.81)	79,011.19
107	530-305	530	FIRE ESD - R&M VEHICLES	37,092.00	16,057.44	53,149.44
107	530-310	530	FIRE ESD - R&M EQUIPMENT	9,450.00	2,349.83	11,799.83
107	530-320	530	FIRE ESD - R&M BUILDINGS	33,284.00	(12,110.46)	21,173.54
107	530-425	530	FIRE ESD - TRAVEL/TRAINING	12,500.00	(16.28)	12,483.72
107	530-455	530	FIRE ESD - CONTRACT LABOR	4,500.00	0.23	4,500.23
107	530-599	530	FIRE ESD - MISCELLANEOUS	50,000.00	(19,214.16)	30,785.84
107	530-700	530	TRANSFER TO FUND BALANCE	73,277.00	(73,277.00)	30,703.01
107	330 700	530 Total	TRANSPER TO FORD BALANCE	326,475.00	(89,869.92)	236,605.08
107 T	otal	330 Total		320,473.00	(102,036.95)	(77,702.89)
108	300-890	300	GRANT FUNDS		5,885.32	(5,885.32)
100	200-030	300 Total	GIVAINT TUNDS	-		
100 T	otal	SUU TULAT			5,885.32	(5,885.32)
108 To	1	200	CLO CDANT CIDEN PROCEEDS	-	5,885.32	(5,885.32)
109	300-800	300	GLO GRANT MARNING CIPEN REVENUE	-	954.00	(954.00)
109	300-890	300 Tabal	GLO GRANT WARNING SIREN REVENU	-	3,208.01	(3,208.01)
100	E42 EE2	300 Total	CLO WARNING CIRCLE STORES	-	4,162.01	(4,162.01)
109	513-550	513	GLO - WARNING SIREN EXPENSE	-	7,124.00	7,124.00
		513 Total		-	7,124.00	7,124.00
109 T	otal	1		-	11,286.01	2,961.

Eps. 3	A	David	••••	Comment D. Land	Adjustment - Increase	Item 16
Fund	Account	Dept	Line	Current Budget	(Decrease)	New Budget
11 11	300-701 300-800	300 300	TRANSFER FROM GF MARKET DAYS REV-NOVEMBER	(21,900.00) (48,500.00)	(21,900.00) 61,550.00	(110,050.00)
11	300-800	300	INTEREST INCOME	(100.00)	231.64	(331.64)
11	300-801	300	MARKET DAYS REV-MARCH	(53,000.00)	(24,975.00)	(28,025.00)
11	300-810	300	Event Sponsorship	(10,000.00)	(2,300.00)	(7,700.00)
11	300-815	300	HOC-VENDORS	(13,000.00)	(8,600.00)	(4,400.00)
11	300-820	300	OTHER EVENTS REVENUE	(15,000.00)	176.00	(176.00)
	333 323	300 Total		(146,500.00)	4,182.64	(150,682.64)
11	557-105	557	EVENTS - SALARIES	-	1,190.00	1,190.00
11	557-205	557	EVENTS - GENERAL SUPPLIES	1,000.00	(1,000.00)	-
11	557-212	557	EVENTS - MAYORS APP DINNER	16,000.00	(16,000.00)	-
11	557-316	557	HOC-CHARITABLE CONTRIBUTION	13,000.00	(13,000.00)	-
11	557-427	557	CONCERT IN THE PARK	40,000.00	2,920.83	42,920.83
11	557-463	557	MARKET DAYS EXPENSE	10,000.00	(9,750.00)	250.00
11	557-464	557	HEART OF CHRISTMAS	20,000.00	1,329.02	21,329.02
11	557-465	557	FREEDOM FIREWORKS FESTIVAL	32,000.00	1,619.90	33,619.90
11	557-721	557	TRANSFER TO FUND BALANCE	9,500.00	(9,500.00)	-
	007 722	557 Total	7.78 1.67 2.7 1.6 1.6 1.6 2.7 1.2 1.7 1.2	141,500.00	(42,190.25)	99,309.75
11 To	tal			(5,000.00)	(38,007.61)	(51,372.89)
114	300-301	300	TRANSFERRED REV-GENERAL FUND	(49,800.00)	(49,800.00)	-
114	300-303	300	TRANSFER-WATER FUND	(10,200.00)	(10,200.00)	_
	300 303	300 Total	THE WASTER WATER FORD	(60,000.00)	(60,000.00)	_
114	556-701	556	TRANS-TO GENERAL FUND	60,000.00	(60,000.00)	_
	330 701	556 Total	THE REST OF SERVER OF STREET	60,000.00	(60,000.00)	-
114 T	otal	333 13441		-	(120,000.00)	_
117	300-300	300	DONATION REVENUE	_	3,141.48	(3,141.48)
117	300-800	300	INTEREST INCOME	_	53.46	(53.46)
117	300-900	300	TRANSFER FROM FUND BALANCE	(10,000.00)	(10,000.00)	(331.10)
	300 300	300 Total	THE WASTER THE STATE OF THE STA	(10,000.00)	(6,805.06)	(3,194.94)
117	500-425	500	DOWNTOWN-AWARDS	10,000.00	(10,000.00)	(5/15 115 1)
	500 125	500 Total		10,000.00	(10,000.00)	_
117 T	otal	300 100		-	(16,805.06)	(3,194.94)
119	300-700	300	TRANSFER FROM FUND BALANCE	(176,212.00)	(176,212.00)	-
	300 700	300 Total	7.00.00.200.000.000.000.000	(176,212.00)	(176,212.00)	-
119	558-419	558	TRANSFER TO FUND BALANCE	55,000.00	(55,000.00)	-
119	558-427	558	PARK-DESIGN	121,212.00	(78,181.17)	43,030.83
		558 Total		176,212.00	(133,181.17)	43,030.83
119 T	otal			-	(309,393.17)	43,030.83
12	300-401	300	COURT REVENUE	(2,025.00)	2,587.26	(4,612.26)
12	300-800	300	INTEREST	-	86.17	(86.17)
		300 Total	-	(2,025.00)	2,673.43	(4,698.43)
12 To	tal			(2,025.00)	2,673.43	(4,698.43)
120	300-800	300	INEREST INCOME	-	61,295.05	(61,295.05)
		300 Total		-	61,295.05	(61,295.05)
120	570-505.02	570	SCADA SYSTEM	-	1,697.00	1,697.00
		570 Total		-	1,697.00	1,697.00
120 T	otal			-	62,992.05	(59,598.05)
121	300-700	300	TRANSFER FROM FUND BALANCE	(2,000,000.00)	(2,000,000.00)	-
		300 Total		(2,000,000.00)	(2,000,000.00)	-
121	557-502	557	STREET IMPROVEMENTS	2,000,000.00	107,984.93	2,107,984.93
121	557-505	557	STREET IMP ENGINEERING	-	124,868.00	124,868.00
		557 Total		2,000,000.00	232,852.93	2,232,852.93
121 T	otal			-	(1,767,147.07)	2,232,852.93
122	300-800	300	INTEREST INCOME	-	124,497.44	(124,497.44)
		300 Total		-	124,497.44	(124,497.44)
122	500-501	500	2022 BOND-AOC CONSTRUCTION	-	64,633.50	64,633.50
		500	City Hall Annex	-	21,528.74	21,528.74
122	500-575	300	City Hall Alliex	· ·	Z1,JZ0./T	21,320.74

					Adjustment -	Item 1
					Increase	
Fund	Account	Dept	Line	Current Budget	(Decrease)	New Budget
122	530-450	530	Fire Dept - Building	-	41,908.66	41,908.66
		530 Total		-	41,908.66	41,908.66
122	571-608	571	Equipment Purchase	-	189,786.43	189,786.43
		571 Total		-	189,786.43	189,786.43
122 T	otal			-	442,354.77	193,359.89
124	300-300	300	288 IND. PARK IMPACT FEE	-	4,537.66	(4,537.66)
		300 Total		-	4,537.66	(4,537.66)
124 T	otal			-	4,537.66	(4,537.66)
126	300-800	300	INTEREST INCOME	-	8.55	(8.55)
		300 Total		-	8.55	(8.55)
126 T	otal			-	8.55	(8.55)
128	300-300	300	WATER FEES REVENUE	(165,000.00)	7,136.80	(172,136.80)
128	300-305	300	SEWER FEES REVENUE	(160,000.00)	3,531.67	(163,531.67)
		300 Total		(325,000.00)	10,668.47	(335,668.47)
128	570-515	570	SCADA SYSTEM WWTP	-	20,919.44	20,919.44
128	570-600	570	Capital Outlay	_	1,232.98	1,232.98
128	570-700	570	TRANSFER TO FUND BALANCE	21,637.00	(21,637.00)	-
128	570-725.01	570	TRANSF TO DS 220 IMPACT FEE	303,363.00	4,860.18	308,223.18
	370 723101	570 Total	110 1101 10 20 220 111701 122	325,000.00	5,375.60	330,375.60
128 T	otal	370 10001		323,000.00	16,044.07	(5,292.87)
129	300-800	300	INTEREST		11,828.61	(11,828.61)
129	300-800	300 Total	INTEREST		11,828.61	(11,828.61)
129	570-501	570	WATER TREATMENT PLANT		66,319.19	66,319.19
129	570-501	570	WATER TREATMENT PLANT WATER METERS-ELECTRONIC		127,405.30	
129	570-502	570	FREEDOM PARK-WELL	-	1,053,624.50	127,405.30
129	570-505		PREEDOM PARK-WELL	-		1,053,624.50
1 20 T	-4-1	570 Total		-	1,247,348.99	1,247,348.99
129 T	300-306	300	TDACH DAC DEVENUE	(4 500 00)	1,259,177.60	1,235,520.38
13			TRASH BAG REVENUE	(4,500.00)	3,419.00	(7,919.00)
	300-800	300	INTEREST INCOME	(100.00)	351.60	(451.60)
13 13	300-804	300	KAB DONATIONS	(22,000.00)	15,861.50	(37,861.50)
13	300-805	300	DONATIONS TRANSFER FROM FUND RALANCE	(4,450.00)	(4,450.00)	-
13	300-900	300	TRANSFER FROM FUND BALANCE	(15,000.00)	(19,292.00)	- (46 222 40)
10	F00 202	300 Total	IVAD ADDADEI	(46,050.00)	(4,109.90)	(46,232.10)
13	500-203	500	KAB - APPAREL	400.00	(400.00)	-
13	500-205	500	KAB - GENERAL SUPPLIES	1,500.00	(1,475.39)	24.61
13	500-207	500	KAB - AWARDS & RECOGNITION	400.00	(400.00)	-
13	500-406	500	KAB - CLEAN UP COST	11,250.00	309.18	11,559.18
13	500-407	500	KAB - BEAUTIFICATION	10,000.00	985.52	10,985.52
13	500-408	500	KAB - EDUCATION	500.00	(255.92)	244.08
13	500-420	500	KAB - DUES & SUBSCRIPTIONS	400.00	1,238.00	1,638.00
13	500-425	500	KAB - TRAVEL & TRAINING	8,500.00	(2,754.40)	5,745.60
13	500-430	500	KAB - PLANTER MAINTENANCE	2,000.00	(820.00)	1,180.00
13	500-466	500	KAB - ADVERTISING	1,600.00	280.24	1,880.24
13	500-525	500	KAB - APPRECIATION BOARD	500.00	(500.00)	-
13	500-615	500	INFRASTRUCTURE CE	15,000.00	(1,042.00)	18,250.00
13	500-625	500	EQUIPMENT CE	25,200.00	(7,200.00)	18,000.00
		500 Total		77,250.00	(12,034.77)	69,507.23
13 To	tal			31,200.00	(16,144.67)	23,275.13
130	300-700	300	TRANSFER FROM FUND BALANCE	(3,039,262.65)	(3,039,262.65)	=
130	300-800	300	INTEREST REVENUE	-	26,467.90	(26,467.90)
130	300-850	300	OTHER FINANCE SOURCE	(71,737.35)	(71,737.35)	-
		300 Total		(3,111,000.00)	(3,084,532.10)	(26,467.90)
130	506-502	506	CONSTRUCTIONS FEES	3,150,000.00	(1,950,500.34)	1,199,499.66
		506 Total		3,150,000.00	(1,950,500.34)	1,199,499.66
130 T	otal			39,000.00	(5,035,032.44)	1,173,031.76
132	300-800	300	INTEREST INCOME	-	28,105.26	(28,105.26)
	1	300 Total		-	28,105.26	(28,105.26)
132	565-415	565	ENGINEERING FEES	_	1,149,357.12	1.149.357
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					Adjustment -	Item 1
		.			Increase	N. B. J. J.
Fund	Account	Dept	Line	Current Budget	(Decrease)	New Budget
132	565-416	565	CONSTRUCTION - CHENANGO WTR PL	-	1,199,281.46	1,199,281.46
		565 Total		-	2,348,638.58	2,348,638.58
132 T	1			-	2,376,743.84	2,320,533.32
16	300-800	300	INTEREST	-	1,106.04	(1,106.04)
16	300-830	300	GRANT REVENUE	(12,000.00)	(4,222.75)	(7,777.25)
16	300-831	300	CITY'S MATCH-TRANSFER	(3,028.00)	(3,028.00)	-
		300 Total		(15,028.00)	(6,144.71)	(8,883.29)
16	525-110	525	ADP STEP OT COMP	12,510.00	(2,714.82)	9,795.18
16	525-135	525	STEP -FICA	970.00	(970.00)	=
16	525-155	525	STEP-RETIREMENT	1,548.00	(1,548.00)	-
		525 Total		15,028.00	(5,232.82)	9,795.18
16 To	tal			-	(11,377.53)	911.89
19	300-800	300	INTEREST REVENUE	(500.00)	3,540.68	(4,040.68)
		300 Total		(500.00)	3,540.68	(4,040.68)
19	556-419	556	TRANSFER TO FUND BALANCE	10,700.00	(10,700.00)	-
		556 Total		10,700.00	(10,700.00)	-
19 To	tal			10,200.00	(7,159.32)	(4,040.68)
40	300-800	300	INTEREST INCOME	(4,500.00)	(3,733.43)	(766.57)
40	300-801	300	SALES TAX PORTION	(1,844,985.00)	137,252.26	(1,982,237.26)
		300 Total		(1,849,485.00)	133,518.83	(1,983,003.83)
40	506-415	506	ABL-LEGAL & PROFESSIONAL	2,650.00	1,095.00	3,745.00
40	506-425	506	TRAVEL AND TRAINING	1,000.00	(1,000.00)	-
40	506-520	506	ABL-CONTINGENCY	160,099.00	(28,306.78)	131,792.22
40	506-705	506	TRANSFER TO DEBT SERVICE	536,583.00	(163,161.00)	373,422.00
40	506-760	506	TRANSFER TO ACT CTR OP FUND	461,723.00	0.04	461,723.04
40	506-761	506	TRANSFER TO REC OP FUND	372,703.00	(0.02)	372,702.98
10	300 701	506 Total		1,534,758.00	(191,372.76)	1,343,385.24
40 To	tal	500 10001		(314,727.00)	(57,853.93)	(639,618.59)
41	300-520	300	TRANSF COURT	(50,000.00)	0.04	(50,000.04)
41	300-800	300	INTEREST INCOME	(50,000.00)	199.37	(199.37)
11	300 000	300 Total		(50,000.00)	199.41	(50,199.41)
41	500-423	500	UNEMPLOYMENT EXPENSE	5,000.00	(5,000.00)	(50,155.11)
41	500-424	500	PTO-EXPENSE	45,000.00	(45,000.00)	
71	300-424	500 Total	F TO-LAFLINGL	50,000.00	(50,000.00)	
41 To	hal .	300 Iotai		30,000.00	(49,800.59)	(50,199.41)
45	525-625	525	POLICE EQUIPMENT	-	125,000.00	125,000.00
43	323-023	525 Total	POLICE EQUIPMENT		125,000.00	125,000.00
45 To	t-al	323 IUIAI		-	125,000.00	
	1	200	TRANSFER FROM ARI C FUND RALAM	(272 702 00)	,	125,000.00
50	300-740	300	TRANSFER FROM ABLC FUND BALAN	(372,703.00)	(0.04)	(372,702.96)
50 50	300-811	300	GENERAL PROGRAMS	(2,500.00) (25,350.00)	(2,312.12)	(187.88)
	300-813	300	YOUTH CAMPS	, , ,	(20,578.11)	(4,771.89)
50	300-814	300	COMMUNITY SPECIAL EVENTS	(800.00)	1,365.00	(2,165.00)
50	300-815	300	FATHER DAUGHTER DANCE/MOTHER S	(4,500.00)	(530.00)	(3,970.00)
50	300-816	300	HEALTH & WELLNESS	(2,000.00)	(2,000.00)	- (4.543.00)
50	300-817	300	SENIOR PROGRAMS	(5,800.00)	(1,253.00)	(4,547.00)
50	300-818	300	MISCELLANEOUS PROGRAMS	(300.00)	3,816.00	(4,116.00)
50	300-899	300	MISCELLANEOUS	(4,176.00)	(4,176.00)	-
		300 Total		(418,129.00)	(25,668.27)	(392,460.73)
50	506-105	506	SALARIES	201,548.00	(42,195.22)	159,352.78
50	506-106	506	PART TIME EARNINGS	17,756.00	(6,495.50)	11,260.50
50	506-110	506	OVERTIME	7,180.00	(5,215.65)	1,964.35
50	506-115	506	LONGEVITY	860.00	(860.00)	-
50	506-126	506	CERTIFICATION	3,600.00	(2,026.58)	1,573.42
50	506-135	506	FICA	17,265.00	(4,063.71)	13,201.29
50	506-140	506	HEALTH INSURANCE	64,054.00	(37,392.78)	26,661.22
50	506-143	506	PHONE ALLOWANCE	720.00	(60.00)	660.00
50	506-145	506	WORKERS COMP	4,425.00	(206.00)	4,219.00
50	506-155	506	RETIREMENT	25,533.00	(6,266.24)	19,266.

Fund	Account	Dept	Line	Current Budget	Adjustment - Increase (Decrease)	Item 1 New Budget
50	506-165	506	MEDICAL EXPENSE	1,322.00	(892.00)	430.00
50	506-105	506	PAYROLL ACCRUAL	1,322.00	6,406.76	6,406.76
50	506-203	506	APPAREL	850.00	(522.60)	327.40
50	506-205	506	GENERAL SUPPLIES	1,200.00	(696.05)	503.95
50	506-210	506	OFFICE SUPPLIES	4,120.00	(2,577.91)	1,542.09
50	506-216	506	VEHICLE SUPPLIES	3,000.00	(101.99)	2,898.01
50	506-317	506	VEHICLE REPAIRS	3,000.00	717.76	3,717.76
50	506-405	506	PHONES	200.00	(200.00)	-
50	506-412	506	GENERAL PROGRAMS	500.00	(380.74)	119.26
50	506-413	506	YOUTH CAMPS	5,000.00	(2,981.69)	2,018.31
50	506-414	506	COMMUNITY EVENTS	3,800.00	(1,848.13)	1,503.87
50	506-415	506	FATHER DD/COMMUNITY DANCES	3,000.00	(427.46)	2,572.54
50	506-416	506	HEALTH & WELLNESS	1,170.00	(0.21)	2,317.79
50	506-417	506	SENIOR PROGRAMS	11,000.00	(171.34)	10,828.66
50	506-418	506	MISC/GENERAL PROGRAMS	3,000.00	(1,247.10)	1,752.90
50	506-420	506	DUES/SUBSCRIPTIONS	2,069.00	(18.27)	2,050.73
50	506-425	506	TRAVEL/TRAINING	6,769.00	(1,003.34)	5,765.66
50	506-446	506	ADVERTISING	12,600.00	(2,983.79)	9,616.21
50	506-477	506	SCHOLARSHIP FUND	3,000.00	(3,000.00)	5,010.21
50	506-485	506	CONTRACT LEAGUE FEES/CHARGES	2,088.00	(1,754.10)	333.90
50	506-503	506	SURETY & NOTARY INSURANCE	200.00	(200.00)	333.90
50	506-506	506	VEHICLE INSURANCE	2,200.00	(900.00)	1,300.00
50	506-500	506	EMPLOYEE APPRECIATION	400.00	19.40	419.40
50	506-510	506	REC CENTER - LEASE PAYMENTS	400.00	1,940.70	1,940.70
50	300-333	506 Total	REC CENTER - LEASE PATIMENTS	412 420 00	(117,603.78)	296,525.22
50 To	t_1	506 10tai		413,429.00		
		200	CURRENT TAY	(4,700.00)	(143,272.05)	(95,935.51)
58 58	300-100	300	CURRENT TAX	(18,807.00)	(18,807.00)	-
	300-101	300	REVENUE FROM ANGLETON DRAINAGE	(1,633.00)	(1,633.00)	
58	300-800	300 Tatal	INTEREST INCOME	(25.00)	52.94	(77.94)
го	500-416	300 Total	DEIMBURGEMENT TO DARTHERS	(20,465.00)	(20,387.06)	(77.94)
58		500	REIMBURSEMENT TO PARTNERS	20,440.00	(20,440.00)	-
58	500-499	500	TRANSFER TO FUND BALANCE	25.00	(25.00)	-
FO To		500 Total		20,465.00	(20,465.00)	(77.04)
58 To		300	FAMILY MEMBERCHIR	(107.002.00)	(40,852.06)	(77.94)
60	300-711		FAMILY MEMBERSHIP	(107,892.00)	77,996.50	(185,888.50)
60	300-712	300	INDIVIDUAL MEMBERSHIP	(91,907.00)	(9,247.00)	(82,660.00)
60	300-713	300	SENIOR MEMBERSHIPS	(42.250.00)	16,312.00	(16,312.00)
60	300-715	300	ROOM RENTAL FEES	(42,358.00)	739.50	(43,097.50)
60	300-716	300	DAILY ENTRY FEE	(143,017.00)	47,135.00	(190,152.00)
60	300-717	300	OTHER	(872.00)	(416.00)	(456.00)
60	300-719	300	MILITARY MEMBERSHIPS	- (464 722 00)	150.00	(150.00)
60	300-740	300	TRANSFER FROM ABLC	(461,723.00)	0.04	(461,723.04)
60	300-800	300	INTEREST	(415.00)	1,010.03	(1,425.03)
60	300-815	300	FATHER DAUGHTER DANCE	-	195.00	(195.00)
60	300-820	300	CASH OVER/SHORT	-	64.37	(64.37)
60	300-899	300	MISCELLANEOUS	-	39.00	(39.00)
		300 Total		(848,184.00)	133,978.44	(982,162.44)
60	506-105	506	REC CENTER - SALARIES	194,050.00	18,335.08	212,385.08
60	506-106	506	REC CENTER - PT SALARIES	160,081.00	(10,708.25)	149,372.75
60	506-110	506	REC CENTER - OVERTIME	5,395.00	(79.61)	5,315.39
60	506-115	506	REC CENTER - LONGEVITY	720.00	810.00	1,530.00
60	506-126	506	REC CENTER - CERTIFICATION	5,400.00	(4,100.46)	1,299.54
60	506-135	506	REC CENTER - FICA	27,761.00	283.96	28,044.96
60	506-140	506	REC CENTER - HEALTH INS	53,378.00	(15,476.83)	37,901.17
60	506-143	506	REC CENTER- PHONE ALLOWANCE	1,440.00	(1,440.00)	-
60	506-145	506	REC CENTER - WORKER'S COMP	4,425.00	(206.00)	4,219.00
60	506-150	506	REC CENTER - UNEMPLOYMENT	-	77.12	77.12
60	506-155	506	REC CENTER - RETIREMENT	24,905.00	(2,579.44)	22,325.

Item 18	8.
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Final Account Dept Line Current Budges (Decresse) New Budget						Increase	nem n
50	Fund	Account	Dent	Line	Current Budget		New Budget
09			•				
50					-		
50 506-205 506 GENERAL SUPPLIES 3,825.00 (139.43) 3,685.57					2.100.00		·
69 506-206 506 CHEMICAL SUPPLIES 22,560.00 (2,318.88) 4,42,11.12 50 506-212 506 CPICE SUPPLIES 2,000.00 (2,216.5.23 10,335.23 50 506-212 506 CLEANING SUPPLIES 3,500.00 1,478.73 4,978.73 50 506-213 506 POUL SUPPLIES 3,500.00 1,478.73 4,978.73 50 506-221 506 AAC - SMALL EQUIPMENT - (0.01) 16.99.90 50 506-221 506 AAC - SMALL EQUIPMENT - (0.01) 16.99.90 50 506-315 506 COUPMENT 27,000.00 (3,12.61) 14,987.39 50 506-316 506 COUPMENT 27,000.00 (3,12.61) 14,987.39 50 506-316 506 COUPMENT 34,000.00 (1,296.276) 14,987.39 50 506-316 506 COUPMENT 34,000.00 (1,294.94) 30,509.51 50 506-316 506 COUPMENT 34,000.00 (1,294.94) 30,509.51 50 506-320 506 BUILDING 43,000.00 (1,294.94) 30,509.51 50 506-320 506 BUILDING 43,000.00 (1,294.94) 30,509.51 50 506-412 506 CEMERAL PROGRAMS - 82.00 82.00 82.00 50 506-420 506 CUES & SUBSCIPTIONS - 82.00 82.00 82.00 82.00 50 506-425 506 CEMERAL PROGRAMS - 82.00 82.00 82.00 82.00 50 506-425 506 COUPMENT LABOR-LEANING 5,560.00 (1,072.70) 4,487.30 50 506-456 506 CONTRACT LABOR-LEANING 5,560.00 (1,072.70) 4,487.30 50 506-457 506 CONTRACT LABOR-LEANING - 11,724.00 11,724.00 11,724.00 50 506-458 506 CONTRACT LABOR-LEANING - 10,000.00 (6,690.00) 32,210.00 50 506-459 506 CONTRACT LABOR-LEANING - 10,000.00 (6,690.00) 32,210.00 50 506-50 506 SOR-HEAR PURD 1,000.00 (1,000.00) - 7,974.62 50 506-50 506 SOR-HEAR PURD 1,000.00 (1,000.00) - 7,974.62 50 506-50 506 SOR-HEAR PURD 1,000.00 (1,000.00) - 1,000.00 50 506-50 506 SOR-HEAR PURD 1,000.00 (4,000.00) - 1,000.00 50 506-50 506 SOR-HEAR PURD 1,000.00 (4,000.00) - 1,000.00 50 506-50 506 SOR					·	` /	
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50 506-212 506 CLEANING SUPPLIES 3,170,00 2,165,23 10,335,23 50 506-220 506 EQUIPMENT SUPPLIES 3,500,00 1,478,73 2,270,13 50 506-220 506 EQUIPMENT SUPPLIES 4,500,00 (2,229,87) 2,270,13 50 506-310 506 EQUIPMENT 27,000,00 1,282,72 39,982,72 50 506-310 506 EQUIPMENT 27,000,00 1,282,72 39,982,72 50 506-310 506 EQUIPMENT 27,000,00 3,012,61 14,987,39 50 506-310 506 EQUIPMENT 27,000,00 3,012,61 14,987,39 50 506-316 506 COMPUTER MAINTENANCE 21,000,00 3,012,61 14,987,39 50 506-316 506 COMPUTER MAINTENANCE 13,910,00 3,012,61 14,987,39 50 506-316 506 COMPUTER MAINTENANCE 13,910,00 3,012,61 14,987,39 50 506-316 506 COMPUTER MAINTENANCE 13,910,00 3,055,51 50 506-316 506 GENERAL PROGRAMS 43,000,00 2,535,73 50 506-412 506 GENERAL PROGRAMS -					· ·		
506 506-215 506 POOL SUPPLIES 3,500.00 1,478.73 4,978.73 4,978.73 60 506-502 506 506-221 506 AAC - SMALL EQUIPMENT 2,000.00 (2,22.98 2,270.13 60 506-515 506 EQUIPMENT 2,000.00 (3,101.61) 169.99 506 506-515 506 EQUIPMENT 2,000.00 (3,101.61) 14,987.39 505 506-515 506 POOL MAINTENANCE 18,910.00 (4,964.28) 1,365.72 506 506-515 506 EQUIPMENT 2,000.00 (1,276.09 30,509.91 506 506-515 506 EQUIPMENT 2,000.00 (1,276.09 30,509.91 506 506-512 506 EQUIPMENT 2,000.00 (1,276.09 30,509.91 506 506-512 506 EQUIPMENT 2,000.00 (1,276.09 30,509.91 506 506-512 506 EQUIPMENT 2,000.00 (1,276.09 30,509.91 506 506-410 506 UTILITIES 9,0000.00 (1,276.09 30,509.91 506 506-410 506 EQUIPMENT 5,566.00 (1,072.70 3,487.30 3,555.45 506 EXAVE, R. TRAINING 5,566.00 (1,072.70 3,487.30 50 506-420 506 DUES & SUBSCRIPTIONS 3,081.00 (4,94.45 3,355.45 506 EXAVE, R. TRAINING 5,566.00 (1,072.70 3,487.30 50 506-446 506 ADVERTISING 200.00 (1,276.00 1,724.00 1,72					·		
506 506-220 506 EQUIPMENT SUPPLIES 4,500.00 (2,229.87) 2,270.13						·	
50 506-221 506 AAC - SMALL EQUIPMENT 27,000.00 12,98.07 39,982.72 50 506-315 506 POOL MAINTENANCE 21,000.00 12,98.07 39,982.72 50 506-315 506 POOL MAINTENANCE 18,110.00 4,664.28 1,365.72 50 506-320 506 BUILDING 43,000.00 (12,994.94 30,509.51 50 506-320 506 BUILDING 43,000.00 (12,994.94 30,509.51 50 506-410 506 UTILITIES 90,000.00 6,533.73 96,335.73 50 506-412 506 GENERAL PROGRAMS - 82.00 82.00 50 506-422 506 DUES & SUBSCRIPTIONS 3,081.00 494.45 3,335.45 50 506-425 506 TRAVEL & TRAUNING 5,560.00 (1,072.70) 4,487.30 50 506-426 506 ADVERTISING 200.00 (1,025.00) 75.00 50 506-436 506 CONTRACT LABOR CLEANING - 11,724.00 75.00 50 506-436 506 CONTRACT LABOR CLEANING - 11,724.00 75.00 50 506-436 506 CONTRACT LABOR CLEANING - 11,724.00 75.00 50 506-436 506 CONTRACT LABOR CLEANING - 11,724.00 75.00 1,765.00 50 506-437 506 CONTRACT LABOR CLEANING - 11,724.00 7,793.98 50 506-437 506 CONTRACT LABOR CLEANING - 1,793.99 199.94 50 506-437 506 SOCHOLARSHIP FUND 1,000.00 (1,000.00 1,097.62 50 506-537 506 BANK CREDIT CARD CHARGES 3,000.00 (4,000.00 1,997.62 50 506-537 506 BUILDING INSURANCE 4,600.00 4,600.00 1,997.62 50 506-537 506 BUILDING INSURANCE 6,2671.00 18,604.00 1,999.94 50 506-535 506 BUILDING INSURANCE 6,2671.00 1,800.00 1,999.94 50 506-535						·	
506 506-310 506 EQUIPMENT 27,000.00 12,982.72 39,982.72				=	-	. , ,	•
500 506 506 700	-				27.000.00	` '	
50				_		·	·
506 506-320 506 BUILDING 43,000.00 (12,490.49) 30,509.51					·		·
60 506-410 506 UTILITIES 90,000.00 6,535.73 96,535.73 60 506-412 506 GENERAL PROGRAMS - 82.00 82.00 60 506-420 506 DUES & SUBSCRIPTIONS 3,081.00 454.45 3,535.45 60 506-446 506 ADVERTISING 200.00 (125.00) 75.00 60 506-446 506 ADVERTISING 200.00 (125.00) 75.00 60 506-457 506 CONTRACT LABOR-CLEANING - 11,724.00 11,724.00 60 506-458 506 CONTRACT LABOR-HISTRUCTORS 39,000.00 (6,690.00) 32,310.00 60 506-458 506 CONTRACT LABOR-HISTRUCTORS 1,130.00 635.00 1,795.50 60 506-461 506 REC CENTER-ANNUAL SOFTWARE FEE - (0.02) 7,939.98 60 506-472 506 SCHOLARSHIP FUND 1,000.00 (1,000.00) - 50 506-503 506 <td< td=""><td>60</td><td></td><td>506</td><td></td><td>·</td><td></td><td></td></td<>	60		506		·		
506 506 412 506 GENERAL PROCRAMS 82.00 82.00	60		506		·		
506 200 200 506 DUES & SUBSCRIPTIONS 3,081.00 454.45 3,333.45	60			GENERAL PROGRAMS	-		· · · · · · · · · · · · · · · · · · ·
60 506-425 506 TRAVEL & TRAINING 5,560.00 (1,072.70) 4,487.30 60 506-446 506 ADVERTISING 200.00 (125.00) 75.00 60 506-456 506 CONTRACT LABOR-LEANING - 11,724.00 11,724.00 60 506-458 506 CONTRACT LABOR-MISC 1,300.00 (6,590.00) 32,310.00 60 506-458 506 CONTRACT LABOR-MISC 1,130.00 635.00 1,765.00 60 506-461 506 REC CENTER-ANNUAL SOFTWARE FEE - (0.02) 7,939.98 60 506-477 506 SCHOLARSHIP PUND 1,000.00 (1,000.00) - 60 506-477 506 SCHOLARSHIP PUND 1,000.00 (1,000.00) - 60 506-505 506 INSURANCE 4,600.00 (4,600.00) - 60 506-507 506 BULLDING INSURANCE 6,2671.00 18,604.00 81,275.00 60 506-518 506 <t< td=""><td>60</td><td></td><td></td><td>DUES & SUBSCRIPTIONS</td><td>3,081.00</td><td>454.45</td><td>3,535.45</td></t<>	60			DUES & SUBSCRIPTIONS	3,081.00	454.45	3,535.45
506	60	506-425	506	TRAVEL & TRAINING			· · · · · · · · · · · · · · · · · · ·
60 506-457 506 CONTRACT LABOR-INSTRUCTORS 39,000.00 (6,690.00) 32,310.00 605 506-458 506 CONTRACT LABOR-HISC 1,130.00 635.00 1,765.00 1,765.00 506-451 506 REC CENTER ANNUAL SOFTWARE FEE - (0.02) 7,939.98 60 506-476 506 BANK CREDIT CARD CHARGES 3,000.00 7,974.62 10,974.62 10,974.62 60 506-503 506 SCHOLARSHIP FUND 1,000.00 (1,000.00) 199.94	60	506-446	506	ADVERTISING			
506 506 457 506 CONTRACT LABOR-INSTRUCTORS 39,000.00 (6,690.00) 32,310.00 600 506 451 506 CONTRACT LABOR-MISC 1,130.00 635.00 1,765.00 1,765.00 506 461 506 REC CENTER-ANNUAL SOFTWARE FEE - (0.02) 7,939.98 60 506 477 506 SOB BANK CREDIT CARD CHARGES 3,000.00 7,974.62 10,974.62	60	506-456	506	CONTRACT LABOR-CLEANING	-	11,724.00	11,724.00
60 506-458 506 CONTRACT LABOR MISC 1,130.00 635.00 1,765.00 60 506-476 506 REC CENTER ANNUAL SOFTWARE FEE - (0.02) 7,933.98 60 506-476 506 BANK CREDIT CARD CHARGES 3,000.00 7,974.62 10,974.62 60 506-507 506 SCHOLARSHIP FUND 1,000.00 (1,000.00) - 60 506-505 506 INSURANCE 4,600.00 (4,600.00) - 60 506-507 506 BUILDING INSURANCE 62,671.00 18,604.00 81,275.00 60 506-510 506 EMPLOYEE APPRECIATION 500.00 (67.04) 432.96 60 506-525 506 REC CENTER REFUNDS 1,000.00 (400.00) 600.00 60 506-535 506 REC CENTER REFUNDS 1,000.00 64.46.22 854,600.27 60 Total 506 Total 848,184.00 6,416.22 854,600.27 854,560.27 856 75.50.17 10.394.71 (127,5	60	506-457	506	CONTRACT LABOR-INSTRUCTORS	39,000.00	-	
506 506 476 506 BANK CREDIT CARD CHARGES 3,000.00 7,974.62 10,974.62 10,974.62 60 506-477 506 SCHOLARSHIP FUND 1,000.00 1,000.00 1,000.00 - 1,000.00 1,000.00 - 1,000.00 1,000.00 - 1,000.00 1,000.00 - 1,000.00 1,000.00 - 1,000.00 1,000.00 - 1,000.00 1,000.00 - 1,000.00 1,000.00 - 1,000.00 1,000.00 - 1,000.00 1,000.00	60	506-458	506	CONTRACT LABOR-MISC	·		
S06-477 S06 SCHOLARSHIP FUND 1,000.00 (1,000.00)	60	506-461	506	REC CENTER-ANNUAL SOFTWARE FEE	-	(0.02)	7,939.98
S06-477 S06	60	506-476	506	BANK CREDIT CARD CHARGES	3,000.00	7,974.62	10,974.62
506-505 506 INSURANCE	60	506-477	506	SCHOLARSHIP FUND	1,000.00	(1,000.00)	-
60 506-507 506 BUILDING INSURANCE 62,671.00 18,604.00 81,275.00 60 506-510 506 EMPLOYEE APPRECIATION 500.00 (67.04) 432.96 60 506-525 506 REC CENTER REFUNDS 1,000.00 (400.00) 600.00 60 506-535 506 REC CENTER LEASE PAYMENTS - (375.03) 4,094.97 80 506-501 S00-601 848,184.00 6,416.27 854,600.27 80 300-306 300 DONATIONS-SHOP WITH A COP (5,000.00) 301,320.00 (25,132.00) 80 300-800 300 INTEREST INCOME (25.00) 224.01 (249.01) 80 300-899 300 MISCELLANEOUS - 200.00 (200.00) 80 300-TOTAI (11,275.00) (11,275.00) (11,275.00) (11,275.00) (11,275.00) (11,275.00) (11,275.00) (11,275.00) (11,275.00) (11,275.00) (11,275.00) (11,275.00) (11,275.00) (11,275.00) (11,275.00)<	60	506-503	506	SURETY & NOTARY INS	-	199.94	199.94
60 506-510 506 EMPLOYEE APPRECIATION 500.00 (67.04) 432.96 60 506-525 506 REC CENTER REFUNDS 1,000.00 (400.00) 600.00 60 506-535 506 REC CENTER -LEASE PAYMENTS - (375.03) 4,094.97 60 Total 848,184.00 6,416.27 854,600.27 60.00 60.00 60 Total 90 300-306 300 DONATIONS-SHOP WITH A COP (5,000.00) 30,132.00 (35,132.00) 80 300-800 300 INTEREST INCOME (25.00) 224.01 (249.01) 80 300-899 300 MISCELLANEOUS - 200.00 (200.00) 80 300-995 300 TRANSFER FROM FUND BALANCE (11,275.00) (11,275.00) - 80 525-454 525 SHOP WITH A COP PROGRAM 16,300.00 (1,031.87) 15,268.13 80 Total 10 10 10 16,300.00 (1,031.87) 15,268.13 82 Total 300 Total <td>60</td> <td>506-505</td> <td>506</td> <td>INSURANCE</td> <td>4,600.00</td> <td>(4,600.00)</td> <td>-</td>	60	506-505	506	INSURANCE	4,600.00	(4,600.00)	-
60 506-525 506 REC CENTER REFUNDS 1,000.00 (400.00) 600.00 60 506-535 506 REC CENTER -LEASE PAYMENTS - (375.03) 4,094.97 60 Total S06 Total 848,184.00 6,416.27 854,600.27 60 Total - 140,394.71 (127,562.17) 80 300-306 30 DONATIONS-SHOP WITH A COP (5,000.00) 30,132.00 (35,132.00) 80 300-809 30 MISCELLANEOUS - 200.00 (200.00) 80 300-995 30 TRANSFER FROM FUND BALANCE (11,275.00) (11,275.00) - 80 525-45 525 SHOP WITH A COP PROGRAM 16,300.00 (1,031.87) 15,268.13 80 Total 525 Total 18,249.14 (20,312.88) 16,300.00 (1,031.87) 15,268.13 80 Total 525 Total 18,249.14 (20,312.88) 16,300.00 (1,031.87) 15,268.13 80 Total 500 Soo 100 Interest - 64.62 <td< td=""><td>60</td><td>506-507</td><td>506</td><td>BUILDING INSURANCE</td><td>62,671.00</td><td>18,604.00</td><td>81,275.00</td></td<>	60	506-507	506	BUILDING INSURANCE	62,671.00	18,604.00	81,275.00
60 506-535 506 REC CENTER - LEASE PAYMENTS - (375.03) 4,094.97 60 Total 506 Total 848,184.00 6,416.27 854,600.27 80 300-306 300 DONATIONS-SHOP WITH A COP (5,000.00) 30,132.00 (35,132.00) 80 300-800 300 INTEREST INCOME (25.00) 224.01 (249.01) 80 300-899 300 MISCELLANEOUS - 200.00 (200.00) 80 300-995 300 TRANSFER FROM FUND BALANCE (11,275.00) 1-,275.00) - 80 525-454 525 SHOP WITH A COP PROGRAM 16,300.00 (1,031.87) 15,268.13 80 Total 525 Total 10 16,300.00 (1,031.87) 15,268.13 <t< td=""><td>60</td><td>506-510</td><td>506</td><td>EMPLOYEE APPRECIATION</td><td>500.00</td><td>(67.04)</td><td>432.96</td></t<>	60	506-510	506	EMPLOYEE APPRECIATION	500.00	(67.04)	432.96
S06 Total S06 Total S48,184.00 6,416.27 S54,600.27	60	506-525	506	REC CENTER REFUNDS	1,000.00	(400.00)	600.00
\$\begin{array}{c c c c c c c c c c c c c c c c c c c	60	506-535	506	REC CENTER -LEASE PAYMENTS	-	(375.03)	4,094.97
80 300-306 300 DONATIONS-SHOP WITH A COP (5,000.00) 30,132.00 (35,132.00) 80 300-800 300 INTEREST INCOME (25.00) 224.01 (249.01) 80 300-899 300 MISCELLANEOUS - 200.00 (200.00) 80 300-995 300 TRANSFER FROM FUND BALANCE (11,275.00) 19,281.01 (35,581.01) 80 525-454 525 SHOP WITH A COP PROGRAM 16,300.00 (1,031.87) 15,268.13 525 Total			506 Total		848,184.00	6,416.27	854,600.27
80 300-800 300 INTEREST INCOME (25.00) 224.01 (249.01) 80 300-899 300 MISCELLANEOUS - 200.00 (200.00) 80 300-995 300 TRANSFER FROM FUND BALANCE (11,275.00) (1,275.00) - 80 525 SHOP WITH A COP PROGRAM 16,300.00 (1,031.87) 15,268.13 80 Total 525 Total 16,300.00 (1,031.87) 15,268.13 80 Total - 18,249.14 (20,312.88) 82 300-800 300 INTEREST - 64.62 (64.62) 82 Total - 300 Total - 64.62 (64.62) 96 300-815 300 Elm Estates - 45,920.00 (45,920.00) 96 300-815 300 Windrose Green - 57,119.48 (57,119.48) 96 300-880 300 Park Memorials - 57,119.48 (57,119.48) 96 300-887 300 Recreati	60 Tot	tal			-	140,394.71	(127,562.17)
80 300-899 300 MISCELLANEOUS - 200.00 (200.00) (80	300-306	300	DONATIONS-SHOP WITH A COP	(5,000.00)	30,132.00	(35,132.00)
80 300-995 300 TRANSFER FROM FUND BALANCE (11,275.00) (11,275.00) (-1)				INTEREST INCOME	(25.00)	224.01	(249.01)
Solution Solution	80	300-899	300	MISCELLANEOUS	-		(200.00)
SUBJECT SUBJ	80	300-995	300	TRANSFER FROM FUND BALANCE			-
525 Total 16,300.00 (1,031.87) 15,268.13 80 Total - 18,249.14 (20,312.88) 82 300-800 300 INTEREST - 64.62 (64.62) 82 Total - 64.62 (64.62) 82 Total - 64.62 (64.62) 96 300-815 300 Elm Estates - 45,920.00 (45,920.00) 96 300-815.01 300 Elm Estates Parkland Fees - 17,250.00 (45,920.00) 96 300-870 300 Windrose Green - 57,119.48 (57,119.48) 96 300-880 300 Park Memorials - 200.00 (200.00) 96 300-887 300 Recreation Donations - 5.00 (5.00) 96 300-898 300 FRIENDS OF LIBRARY - 3,010.30 (3,010.30) 96 500-503 500 KIBER RESERVE - 77,518.68 77,518.68 96 500-507 500 KIBER RES SEC 2 PARK EXP - 8,740.00<			300 Total		(16,300.00)	19,281.01	(35,581.01)
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	96	500-510	500	GREYSTONE	-	81,931.47	81,931.

					Adjustment - Increase	Item 1
Fund	Account	Dept	Line	Current Budget	(Decrease)	New Budget
96	500-512	500	KING SUBDIV EXP	-	6,029.60	6,029.60
96	500-514	500	BAYOU BEND EXPENSES	-	7,492.08	7,492.08
96	500-514.01	500	BAYOU BEND PARK EXPENSES	-	20,700.00	20,700.00
96	500-519	500	WINDROSE GREEN SUBDIVISON	-	207,119.48	207,119.48
96	500-591	500	GIFFORD ROAD MEADOWS	-	55,547.38	55,547.38
96	500-595	500	CRADLE OF TX-EXPENDITURES	-	3,010.30	3,010.30
96	500-599.01	500	OTHER PARKLAND EXPENSE	-	1,150.00	1,150.00
		500 Total		-	672,829.25	672,829.25
96 Tot	tal			-	796,334.03	549,324.47
961	300-105	300	Assessments - Current	-	4,304.16	(4,304.16)
		300 Total		-	4,304.16	(4,304.16)
961 T	otal			-	4,304.16	(4,304.16)
962	300-105	300	Assessments - Current	-	114,486.51	(114,486.51)
962	300-402	300	Assessments - Penalties	_	92.83	(92.83)
962	300-800	300	Interest Revenue	_	2.95	(2.95)
		300 Total		-	114,582.29	(114,582.29)
962 To	otal	500 1000		_	114,582.29	(114,582.29)
963	300-105	300	Assessments - Current	_	120,330.32	(120,330.32)
963	300-402	300	Assessments - Penalties	-	269.64	(269.64)
963	300-800	300	Interest Revenue	_	4.52	(4.52)
505	300 000	300 Total	Interest Revenue	-	120,604.48	(120,604.48)
963	500-696	500 Total	Distribution to Developers	-	103,438.10	103,438.10
903	300-090	500 Total	Distribution to Developers	-	103,438.10	103,438.10
963 To	otal	300 Total		-	224,042.58	(17,166.38)
964	300-105	300	Assessments - Current	-	328,765.31	(328,765.31)
964	300-103	300	Assessments - Current Assessments - Penalties	<u>-</u>	108.19	
964	300-402	300	Interest Revenue		14.37	(108.19)
904	300-600	300 Total	Interest Revenue	-		(14.37)
064	E00 606	500 Total	Distribution to Douglanous		328,887.87	(328,887.87)
964	500-696		Distribution to Developers	-	302,200.00	302,200.00
OC 4 T		500 Total		-	302,200.00	302,200.00
964 To	1	F00	ANCIETON ODC CENTED		631,087.87	(26,687.87)
97	500-600	500	ANGLETON OPS CENTER	-	7,007.00	7,007.00
07	E42 EE0	500 Total	F M	-	7,007.00	7,007.00
97	513-550	513	Emergency Management	-	42,479.82	42,479.82
		513 Total		-	42,479.82	42,479.82
97	550-315	550	PARKS-INFRASCTURE	-	4,440.00	4,440.00
		550 Total		-	4,440.00	4,440.00
97	555-625	555	Inf Tech - Equipment CE	-	11,695.58	11,695.58
		555 Total		-	11,695.58	11,695.58
97	558-600	558	STREET-CAPITAL SOLAR LGTS	-	91,398.80	91,398.80
97	558-601	558	SIDEWALKS	-	85,246.70	85,246.70
		558 Total		-	176,645.50	176,645.50
97	570-315	570	SEWER INFRANSTRUCTURE	-	87,393.33	87,393.33
97	570-600	570	SEWER-CAPITAL	-	956.97	956.97
		570 Total		-	88,350.30	88,350.30
97	571-600	571	WASTEWATER-CAPITAL	-	1,627,776.67	1,627,776.67
		571 Total		-	1,627,776.67	1,627,776.67
97 Tot	tal			-	1,958,394.87	1,958,394.87



AGENDA ITEM SUMMARY FORM

MEETING DATE: 02/13/2024

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action to approve Ordinance No. 20240213-019

Appointing the Board of Directors positions one through five for Administration of City of Angleton Texas Tax Increment Reinvestment Zone No. 2, (Riverwood Ranch Reinvestment Zone), Pursuant to Chapter

311 of the Texas Tax Code.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

Ordinance No. 20240213-019 approves the appointment of 5 Board of Directors to the TIRZ No. 2 board.

Council requested staff to reach out to previous board members and a member of Riverwood Ranch to inquire if they are interested in serving on the board. Below are those who would like to be considered.

- John Wright
- Cecil Booth
- Robin Crouch
- Jason Perez
- Whitney "Whit" Hopkins (Riverwood Resident)
- Michael Foley

The member of the Board of Directors appointed to Position One is hereby designated to serve as the presiding officer of the Board of Directors on the effective date of this Ordinance.

Council must appoint 5 board of director positions.

RECOMMENDATION:

Approve Ordinance No. 20240213-019 Appointing the Board of Directors positions one through five for Administration of City of Angleton Texas Tax Increment Reinvestment Zone No. 2, (Riverwood Ranch Reinvestment Zone), Pursuant to Chapter 311 of the Texas Tax Code. (Name the 5 appointments)

ORDINANCE NO. 20240213-019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS APPOINTING THE BOARD OF DIRECTORS POSITIONS ONE THROUGH FIVE FOR ADMINISTTRATION OF CITY OF ANGLETON TEXAS TAX INCREMENT REINVESTMENT ZONE NO.2, (RIVERWOOD RANCH REINVESTMENT ZONE), PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR REPEAL AND EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, Section 311.005(a) and by Ordinance Number 20200714-012, the City created and designated within the City a reinvestment zone to promote the redevelopment of the area; and

WHEREAS, the City of Angleton Tax Increment Reinvestment Zone No. 2 was created, approved, and adopted by Ordinance Number 20200714-012 on July 14, 2020, known as Riverwood Ranch Reinvestment Zone, and a Board of Directors was created by Section 3 Board of Directors of the adopted Ordinance; and

WHEREAS, the Mayor of the City of Angleton is authorized by Ordinance Number 20200714-012 to nominate and appoint, subject to City Council approval, the directors to Positions One Through Five of the Board of Directors, and the City of Angleton reserves the right to increase the number of Board members by ordinance in accordance with Texas Tax Code Section 3111.009(a); and

WHEREAS, the presiding officer and any other officers shall be selected as provided in Section 311.009(g) of the Texas Tax Code.

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

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

SECTION 2. The Board of Directors for the City of Angleton Tax Increment Reinvestment Zone No. 2 (Riverwood Ranch Reinvestment Zone) shall consist of five (5) members as follows:

POSITION ONE:	
POSITION TWO:	
POSITION THREE:	
POSITION FOUR:	
POSITION FIVE:	

The member of the Board of Directors appointed to Position One is hereby designated to serve as the presiding officer of the Board of Directors on the effective date of this Ordinance. Directors shall be appointed for a two-year term. All subsequent appointments shall be for two-year terms.

SECTION 3. The Board of Directors shall have powers and duties as set out in Ordinance Number 20200714-012 creating City of Angleton Tax Increment Reinvestment Zone No. 2 (Riverwood Ranch Reinvestment Zone), and Texas Tax Code Sec. 311.010, as amended, subject to approval by City Council. The board of Directors shall make prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as describer in Texas Tax Code, Section 311.011, and shall submit such plans to the City Council for its approval.

SECTION 4. The City Council reserves the right to rescind, alter or amend such delegation of authority to the Board of Directors as it deems necessary or advisable from time to time by giving the Board of Directors written notice. The City reserves the right to increase the number of Board members by ordinance in accordance with the Texas Tax Code, as amended.

SECTION 5. All ordinance or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinance regulating and governing the subject matter covered by this ordinance.

SECTION 6. In the event any clause, phrase, provision, sentence or part of this ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

SECTION 7. This Ordinance shall be effective and in full force immediately upon its adoption.

SECTION 8. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED THIS THE 13TH DAY OF FEBRUARY 2024.

John Wrigh	nt	

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Michelle Perez, TRMC City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 02/13/2024

PREPARED BY: Jamie Praslicka

AGENDA CONTENT: Update on current FEMA Grants

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None FUNDS REQUESTED: \$ 11,693.11

FUND: N/A

EXECUTIVE SUMMARY:

The Office of Emergency Management has four grants submitted to the Texas Division of Emergency Management (TDEM) and FEMA. Each grant is in varying stages of verification and approval. Two of the four grants are in the last approval phase with FEMA and TDEM. We are bringing these grants to the council due to the need for a commitment letter of matching funds and the potential for the needed funds in this budget year for the Angleton Recreation Center Generator.

RECOMMENDATION:

That council sign a commitment of match letter for Grant # 4586 Portable Generator for Water Plant, Grant # 4705 Storm Water Pump Generator, Grant # 4705-1 Lift Station #8 Generator and approve funding for Grant # 4485 Generator for Angleton Recreation Center in the amount of \$11,693.11.



Travis Townsend Mayor Pro Tem 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

Chris Whittaker City Manager

Michelle Perez City Secretary February 13, 2024

Mr. Walter Zelezniak Texas Division of Emergency Management TDEM Region 4, Mitigation Coordinator

Re: City of Angleton Hazard Mitigation Project Grant Project Name: 4705 Texas Storm Mara CFDA: 97.039

Dear Mr.Zelezniak:

The City of Angleton has submitted an application to TDEM/FEMA for Grant funding under HMPG 4705 Texas Winter Storm Mara for project generator for Angleton storm water pump #30. The estimated cost is \$109,657.14. We seek a Federal share of \$82,242.85 (75% of the total project cost) and hereby commit a match of \$27,414.28 (25% of the total project cost). The match also includes in-kind services by the City of Angleton funds.

Please contact Jamie Praslicka, Emergency Management Coordinator, or Philip Conner, Director of Finance, if you have any questions about this correspondence or our application. Mrs. Praslicka may be reached at (979) 900-5370 or Mr. Conner at (806) 662-6552. Thank you for your assistance.

Sincerely,



Travis Townsend Mayor Pro Tem 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

Chris Whittaker City Manager

Michelle Perez City Secretary February 13, 2024

Mr. Walter Zelezniak Texas Division of Emergency Management TDEM Region 4, Mitigation Coordinator

Re: City of Angleton Hazard Mitigation Project Grant Project Name: 4705 Texas Storm Mara CFDA: 97.039

Dear Mr.Zelezniak:

The City of Angleton has submitted an application to TDEM/FEMA for Grant funding under HMPG 4705 Texas Winter Storm Mara for project generator for Angleton Lift Station #8. The estimated cost is \$161,173.20. We seek a Federal share of \$120,173.20 (75% of the total project cost) and hereby commit a match of \$40,293.30 (25% of the total project cost). The match also includes in-kind services by the City of Angleton funds.

Please contact Jamie Praslicka, Emergency Management Coordinator, or Philip Conner, Director of Finance, if you have any questions about this correspondence or our application. Mrs. Praslicka may be reached at (979) 900-5370 or Mr. Conner at (806) 662-6552. Thank you for your assistance.

Sincerely,



Travis Townsend Mayor Pro Tem 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

Chris Whittaker City Manager

Michelle Perez City Secretary February 13, 2024

Mr. Walter Zelezniak Texas Division of Emergency Management TDEM Region 4, Mitigation Coordinator

Re: City of Angleton Hazard Mitigation Project Grant Project Name: 4586 Texas Storm CFDA: 97.039

Dear Mr.Zelezniak:

The City of Angleton has submitted an application to TDEM/FEMA for Grant funding under HMPG 4586 Texas Winter Storm for project portable generator for Angleton Water Plant. The estimated cost is \$183,289.04. We seek a Federal share of \$137,466.78 (75% of the total project cost) and hereby commit a match of \$45,822.26 (25% of the total project cost). The match also includes in-kind services by the City of Angleton funds.

Please contact Jamie Praslicka, Emergency Management Coordinator, or Philip Conner, Director of Finance, if you have any questions about this correspondence or our application. Mrs. Praslicka may be reached at (979) 900-5370 or Mr. Conner at (806) 662-6552. Thank you for your assistance.

Sincerely,



Travis Townsend Mayor Pro Tem 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

Chris Whittaker City Manager

Michelle Perez City Secretary February 13, 2024

Mr. Walter Zelezniak Texas Division of Emergency Management TDEM Region 4, Mitigation Coordinator

Re: City of Angleton Hazard Mitigation Project Grant Project Name: 4485 Texas Covid-19 Pandemic CFDA: 97.039

Dear Mr.Zelezniak:

The City of Angleton has submitted an application to TDEM/FEMA for Grant funding under HMPG 4485 Texas Covid-19 Pandemic, project Generator for Angleton Recreation Center. The estimated cost is \$116,931.13. We seek a Federal share of \$105,238.02 (90% of the total project cost) and hereby commit a match of \$11,693.11 (10% of the total project cost). The match also includes in-kind services by the City of Angleton funds.

Please contact Jamie Praslicka, Emergency Management Coordinator, or Philip Conner, Director of Finance, if you have any questions about this correspondence or our application. Mrs. Praslicka may be reached at (979) 900-5370 or Mr. Conner at (806) 662-6552. Thank you for your assistance.

Sincerely,

Current Status of City of Angleton Hazard Mitigation Grants

Date	Last	Grant Name and	Project	Total	FEMA	City Match	Application
Submitted	Update	Percentage Match		Project	Amount		Stage
				Cost			
03/01/2022	01/23/2023	4485 Texas Covid-19	Generator for Recreational	116,931.13	105,238.02	11,693.11	12/22 -RFI
		Pandemic- 90/10 Match	Center				
10/29/2021	01/22/2024	4586 Texas Severe Winter	Portable Generator Water	183,289.04	137,466.78	45,822.26	2/22- RFI
		Storm	Plant				
02/02/2024	02/05/2024	4705 Severe Weather	Generator for Lift Station #	161,173.20	120,879.90	40,293.30	2/22
		Storm Mara	8				
02/02/2024	02/05/2024	4705 Severe Weather	Generator for Storm Pump	109,657.14	82,242.85	27,414.28	2/22
		Storm Mara	# 30				