



Mayor | John Wright
Mayor Pro-Tem | Travis Townsend
Council Members | Cecil Booth, Christiene Daniel, Mark Gongora, Terry Roberts
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, OCTOBER 24, 2023, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

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.](#) Administer Oath of Office to Tanner Sartin, Council Member, Position 5 by Angleton Municipal Court Judge Jeff Gilbert.
- [2.](#) Recognition of Mark Gongora for his service on Council, Position 5.
- [3.](#) Recognition of the First Presbyterian Church for their support during an emergency evacuation.
- [4.](#) Presentation of the Municipal Court Week Proclamation.
- [5.](#) Presentation of the Alzheimer's Awareness Month Proclamation.
- [6.](#) Ceremonial Presentation of the October 2023 Keep Angleton Beautiful Yard of the Month and Business of the Month.

CONSENT AGENDA

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

- [7.](#) Discussion and possible action to approve an Annual Interlocal Agreement with Brazoria County to assist the City of Angleton in the construction, improvement, maintenance and/or repair of a street or alley.
- [8.](#) Discussion and possible action authorizing the City Manager to execute the Amendment to the Professional Service Agreement, entering into an agreement between P3 Works and the City of Angleton for Public Improvement District (PID) administration services for Riverwood Ranch North PID.

PUBLIC HEARINGS AND ACTION ITEMS

- [9.](#) Conduct a public hearing, discussion, and possible action on a request for approval of a Strategic Partnership Agreement (SPA) to be made and entered into by and between the City of Angleton, Texas, through its City Council, and Brazoria County Municipal Utility District No. 82, under the authority of Section 43.0751 of the Texas Local Government Code.
- [10.](#) Conduct a public hearing, discussion and possible action to approve Resolution No. 20231024-010 authorizing and creating the Riverwood North PID, Public Improvement District for 35.6 acres, located north of Hospital Drive between N. Downing Street to the west and Buchta Road to the east. (Public Hearing left open on 10/10/23)

REGULAR AGENDA

- [11.](#) Update, discussion and possible action on the Animal Control Facility by McClemore Luong Architects.
- [12.](#) Update, discussion and possible action on the Marshall School Project and Parrish Street, Road Improvement Project.
- [13.](#) Discussion and possible action to approve Change Order No. 1 with Matula Matula Construction Inc., for the 2023 Concrete Paving & Maintenance Project.
- [14.](#) Discussion and possible action to approve funding assistance and backstop locations for Rotary Club of Angleton District Grant Youth Baseball and Softball Backstop project.

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:

15. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or

employee; pursuant to Section 551.074 of the Texas Government Code. (Boards and Commission Appointments)

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: Thursday, October 19, 2023, 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: October 24, 2023

PREPARED BY: Michelle Perez

AGENDA CONTENT: Administer Oath of Office to Tanner Sartin, Council Member, Position 5 by Angleton Municipal Court Judge Jeff Gilbert.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Tanner Sartin was appointed by City Council at the October 10th Council meeting to fill an unexpired term until May 2024 for Council Member Position 5.

Mark Gongora resigned as City Council Member on September 26, 2023.

RECOMMENDATION: N/A



AGENDA ITEM SUMMARY FORM

MEETING DATE: October 24, 2023
PREPARED BY: Colleen Martin, Director of Human Resources
AGENDA CONTENT: Recognition of appreciation.
AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

In appreciation to Mark Gongora for his time and dedication to the City of Angleton City Council.

RECOMMENDATION:

Ceremonial presentation.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/24/2023

PREPARED BY: Jamie Praslicka

AGENDA CONTENT: Recognition of the First Presbyterian Church

AGENDA ITEM SECTION: Ceremonial Presentations

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Recognition of the First Presbyterian Church for the Support to the City of Angleton and the Citizens during an Emergency Evacuation. On October 3, 2023, an emergency gas leak was experienced, causing emergency evacuation of multiple homes and families. The First Presbyterian Church immediately provided shelter to those in need.

RECOMMENDATION:

N/A

Office of the MAYOR

City of Angleton, Texas

Proclamation

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas; and

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court; and

WHEREAS, the City of Angleton is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

WHEREAS, Angleton Municipal Judges are not policy makers for the City of Angleton but are bound by the law and Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees; and

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Angleton Municipal Court in complying with such legal requirements.

NOW, THEREFORE, I, John Wright, Mayor of the City of Angleton, Texas, along with the City of Angleton City Council, do hereby proclaim that the week of November 4-8, 2023 is recognized as:

"Municipal Court Week"

PROCLAIMED this 24th day of October, 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

Office of the MAYOR

City of Angleton, Texas

Proclamation

WHEREAS, the City of Angleton is proud to partner with Brazoria County Alzheimer's Awareness Project, the educational arm developed by Gathering Place Interfaith Ministries, Inc. which is recognized regionally by the Alzheimer's Association and nationally by the Alzheimer's Foundation of America as leading the way in community awareness and early detection of Alzheimer's Disease, and

WHEREAS, the Memory Screening Project, co-sponsored by this city, Brazoria County Libraries, and the Brazoria County Alzheimer's Awareness Project from November 13 through 18, will be the largest community-based Memory Screening Project in the United States for the twelfth consecutive year, and

WHEREAS, Alzheimer's, a neurodegenerative disease that results in the loss of brain cells and their connections, affects 6.5 million Americans, more than 430,000 people in Texas, and nearly 5,200 people in Brazoria County alone, and

WHEREAS, we are called upon as a community and nation to be aware of Alzheimer's disease and related disorders and to heighten our awareness of the challenges these disorders create for individuals, their families, and communities at large.

NOW, THEREFORE, I, John Wright, Mayor of the City of Angleton, Texas, along with the City of Angleton City Council, do hereby proclaim that the month of November is recognized as:

"Alzheimer's Awareness Month"

PROCLAIMED this 24th day of October 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/24/2023

PREPARED BY: Jason O'Mara, Assistant Director of Parks and Recreation

AGENDA CONTENT: Ceremonial Presentation of the October 2023 Keep Angleton Beautiful Yard of the Month and Business of the Month.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: NA **FUNDS REQUESTED:** NA

FUND: NA

EXECUTIVE SUMMARY:

Tracy Delesandri, Keep Angleton Beautiful Chairwoman, will present Yard of the Month to Benny and Sissy Dunn at 1218 Taylor Street and Business of the Month to Puerto Vallarta Tex-Mex & Bar at 1708 N Velasco Street.

RECOMMENDATION:

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: October 24th, 2023
PREPARED BY: Hector Renteria
AGENDA CONTENT: Brazoria County Interlocal Agreement
AGENDA ITEM SECTION: Consent Agenda

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

FUND:

EXECUTIVE SUMMARY: This agreement is for entering into an interlocal agreement with the county. This agreement must be approved and signed annually. This is just the general agreement, and not a decision on any sort of work.

RECOMMENDATION: Staff approval of this agreement.

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF ANGLETON, acting through its Mayor (hereinafter "CITY").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2023, to September 30, 2024. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the COUNTY agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the CITY OF ANGLETON, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link to, other roads and highways is allowed if such work is determined to be

a benefit to the County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

- (1) By the COUNTY through use of county equipment;
- (2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the COUNTY in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 The Parties expressly acknowledge that the City's and the County'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 or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

SIGNED AND ENTERED this the _____ day of _____, 2023.

BRAZORIA COUNTY, TEXAS



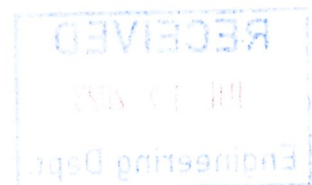
By: L.M. "Matt" Sebesta Jr.
Brazoria County Judge

By: Mayor

DATE: _____

ATTEST:

CITY SECRETARY





AGENDA ITEM SUMMARY FORM

MEETING DATE: October 24, 2023

PREPARED BY: Phillip Conner, Finance Director

AGENDA CONTENT: Discussion and possible action authorizing the City Manager to execute the Amendment to the professional service agreement, between P3 Works and the City of Angleton for Public Improvement District (PID) and Tax Reinvestment Zone (TIRZ), administration services for Riverwood Ranch North PID.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The subject property is located in the Riverwood Ranch development and consists of approximately 35.6 acres, generally north of Hospital Drive situated between N. Downing Street to the west and Buchta Road to the east.

On September 12, 2023, City Council authorized under resolution number 20230912-019, the calling for a public hearing and providing for the preparation of a Service and Assessment Plan for an overlay Public Improvement District known as Riverwood Ranch North Public Improvement District ((PID). The PID will apply to Phases/Sections 1 and 2 of the Riverwood Ranch development. The notice was published in The Facts Newspaper on September 21, 2023. Notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District. The City held a public hearing on October 10, 2023 and kept the public hearing open.

The City approved and executed a Facilities and Creation Costs Reimbursement Agreement in July 2020. By execution and adoption of the reimbursement agreement the City agreed to:

- “promptly proceed to complete creation” of the Public Improvement District, and
- adopt a Service and Assessment Plan for Authorized Improvements [water, sewer, drainage, roads and park facilities] to be constructed by Developer, and reimbursed by the City and Assessments levied payable in increments over 30 years.
- commit to contributing 27% of the tax increment collected by the City on the taxable value of real property to a TIRZ Increment Fund created by the City.

- Reimburse developer from proceeds of assessments, proceeds from TIRZ Increment and Bonds

The term of the Reimbursement Agreement is 30 years.

The City also agreed upon request of Developer to issue Bonds (secured solely by the Assessments levied on such lots and the TIRZ Increment) in order to reimburse the Developer for the costs of the Improvements.

In order for the bonds to be issued the Public Finance Division of the Texas Attorney General's Office reviews all public securities issued by governmental entities to review the legality of the transaction and provide approval of the public security. The Texas Attorney General, Public Finance Division has approved moving forward with issuance of bonds for Phases 3 and 4 by creating a new "overlapping" PID for Phases 3 and 4. This was recommended due to a few issues identified by the Attorney General's office regarding creation of the Public Improvement District in 2019.

In order to facilitate the tracking of assessments and the increment for the Cash PID portions of the development (Sections/Phases 1 and 2) versus the bonded PID portions (Sections/Phases 3 and 4) an amendment to the service agreement has been created for Riverwood Ranch North PID.

City Administration and our PID administrator P3 Works (Andrea M. Barnes) will be available to answer any questions on the PID creation and future preparation, assessments, and reimbursements regarding the Riverwood North District.

RECOMMENDATION:

City Council should approve the authorization of the City Manager to execute the professional service agreement, entering into an agreement between P3 Works Riverwood North PID, Public Improvement District.

AMENDMENT TO AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT (PID) AND TAX INCREMENT REINVESTMENT ZONE (TIRZ) CREATION AND ADMINISTRATION SERVICES

This Amendment to the Agreement for Public Improvement District (“PID”) and Tax increment Reinvestment Zone (“TIRZ”) Creation and Administration Professional Services (“Agreement”) is entered into this 24th day of October , 2023, by and between P3Works, LLC (“P3Works”), and the City of Angleton, Texas (“City”), a municipal corporation and home-rule City.

This Amendment serves to include the newly created Riverwood Ranch North Public Improvement District and supplements the existing Agreement for Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ) Creation and Administration Services Agreement (“Agreement”) executed and adopted by the parties on May 11, 2021.

RECITALS

WHEREAS, the City Council passed Resolution No. 20191112-011 on November 12, 2019, approving and authorizing the creation of the Riverwood Ranch Public Improvement District No. 2 (“PID” or “District”) to finance the costs of certain public improvements for the benefit of property within the District; and

WHEREAS, the City may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended; and

WHEREAS, the City Council passed and approved Ordinance 20200714-012 on July 14, 2020 creating Tax Increment Reinvestment Zone No. 2 The Riverwood Ranch Reinvestment Zone (“TIRZ”), in which the boundary is the same as the boundary of the District, to fund certain improvements as authorized by the Tax Increment Financing Act, of the Texas Tax Code, Chapter 311, as amended; and

WHEREAS, the City Council passed Resolution No. 2023 _____ on October 24, 2023 approving and authorizing the creation of the Riverwood Ranch Public Improvement District North (“PID” or “District”) to finance the costs of certain public improvements for the benefit of property within the District; and

WHEREAS, the City requires specialized services related to the creation, revision and updating of the Service and Assessment Plan (“Service and Assessment Plan”), bond issuance, and the administration of the District; the creation, revision and updating of the Final Project and Finance Plan (“Final Plan”) and the Annual Reporting of the TIRZ as more fully set forth in this Amendment to the Agreement (“Amendment”); and

WHEREAS, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372, and Texas Tax Code 311; and

WHEREAS, the City desires to retain P3Works to provide District and TIRZ administration services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Amendment, and for good and valuable consideration, P3Works and the City agree as follows:

ARTICLE I

TERM OF AMENDMENT TO AGREEMENT

1.0 The Amendment shall be effective as of its approval, and execution by all parties, and shall be for a period of three (3) years and shall automatically continue on a year to year basis until terminated pursuant to Article IV of this Amendment.

ARTICLE II

SERVICES TO BE PROVIDED BY P3WORKS

2.0 The scope and timing of services to be performed by P3Works are set forth in Exhibits A and B, which are attached hereto and incorporated into this Amendment by this reference.

2.1 P3Works agrees that its services pursuant to this Amendment shall at all times be subject to the control and supervision of the City and that nothing in this Amendment shall constitute an assignment of any right or obligation of the City under any applicable contract, agreement, or law. P3Works shall not represent to any property owner or any other person that it or any of its employees are acting as the City or employees of the City.

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.3 P3Works shall supply all tools and means necessary to perform the services and production of the work product described in Exhibits A and B.

ARTICLE III

PAYMENT TERMS AND CONDITIONS

3.0 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in Exhibit A and B, beginning the first day of the month following the execution of this Amendment. Once assessments have been levied the Monthly Collection Fees will begin, and then the February 1 following the levy of assessments, and each February 1 thereafter, the fees shall increase by 2%.

3.1 Monthly invoices shall be submitted to the City for work completed. City agrees to pay the amount due to P3Works upon receipt of each invoice or within thirty (30) days of receipt.

3.2 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will provide notice to the City, and pass any third-party cost through to the City without markup and will not incur any expense in excess of \$200 without

written consent of the City.

3.3 The only source of payment for P3Works' fees and services shall be the District or funds advanced by the developer. The City general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer.

ARTICLE IV

TERMINATION OF THIS AMENDMENT & THE AGREEMENT

4.0 Notwithstanding any other provisions of this Amendment, either party may terminate the Agreement at any time by giving sixty (60) days written notice to the other party without penalty and without limitation of its right to seek any damages permitted by law. City shall pay P3Works, within 30 days of such termination, all of P3Works' fees and expenses actually accrued or incurred and evidenced by invoice to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

ARTICLE V

GENERAL PROVISIONS

5.0 This Amendment to the Agreement supplements and is an Amendment to the existing approved and adopted agreements regarding Riverwood Ranch PID and Reinvestment Zone, , between the parties hereto with respect to rendering of services by P3Works for the City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party of the Agreement and Amendment acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party which are not embodied herein, or in the Agreement, and that no other agreement, statement, or promise not contained in the Agreement and Amendment shall be valid or binding.

5.1 This Amendment to the Agreement shall be administered and interpreted under the laws of the State of Texas. The Agreement and Amendment shall not be construed for or against any party by reason of who drafted the provisions set forth herein. If any part of the Agreement and Amendment is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of bothn shall remain in full force and effect.

5.2 Neither this Amendment nor the Agreement or any duties or obligations under this Amendment to the Agreement may be assigned by P3Works without the prior written consent of the City.

5.3 P3Works is a PID Administration firm, does not provide financial advice, and is not an Independent Registered Municipal Advisor under the SEC and MSRB Rules, therefore, P3Works will request an IRMA Exemption Letter if not already provided on the City's website, and then provide to the City an IRMA Exemption acceptance letter in the general form attached as Exhibit C upon execution of the Amendment.

5.4 The waiver by either party of a breach or violation of any provision of the Agreement and Amendment will not operate as or be construed to be a waiver of any subsequent breach thereof.

5.5 All records, reports, and other documents prepared by P3Works for the purposes of providing the services described in this Amendment shall be property of the City. All such documents shall be made available to the City during the course of performance of this Amendment. Any reports, studies, photographs, negatives, or other documents or drawings prepared by P3Works in the performance of its obligations under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by P3Works upon completion, termination, or cancellation of this Amendment.

5.6 The City acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Amendment shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.

5.7 The headings and article titles of this Amendment to the Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part hereof.

5.8 Should either party commence any legal action or proceeding against the other based upon this Amendment, the prevailing party shall be entitled to any court ordered award of reasonable attorney's fees and costs.

5.9 All notices, requests, demands, and other communications which are required to be given under this amendment to the agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

To P3Works:

Mary V. Petty
Managing Partner
P3Works, LLC
9284 Huntington Square, Ste. 100
North Richland Hills, Texas 76182

To City:

Chris Whittaker
City Manager
City of Angleton
121 S Velasco
Angleton, TX 77515

5.10 The parties hereby warrant that the persons executing this Amendment are authorized to execute this Amendment to the Agreement and are authorized to obligate the respective parties to perform this Amendment to the Agreement. A facsimile signature on this Amendment to the Agreement shall be treated for all purposes as an original signature.

Signatures on Page to Follow

Executed on this _____ day of _____, 2023:

P3Works, LLC

BY: _____
Mary V. Petty
Managing Partner

City of Angleton

BY: _____
Chris Whittaker
City Manager

EXHIBIT A
PUBLIC IMPROVEMENT DISTRICT SERVICES TO BE PROVIDED

PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES

Billed at P3Works’ prevailing hourly rates, which are currently as follows:

Title	Hourly Rate
<i>Partner</i>	<i>\$250</i>
<i>Project Manager</i>	<i>\$210</i>
<i>Senior Analyst</i>	<i>\$185</i>
<i>Analyst II</i>	<i>\$160</i>
<i>Analyst</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

**P3Works’ hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. P3Works shall give notice of such adjustment at least (60) days in advance of the effective date of adjustment. Travel times will be billed at hourly rates.*

District Due Diligence and Preparation of PID Plan of Finance

1. P3Works will review project information and review the plan of finance for the proposed transaction, including
2. Assessed value schedules, value to lien analysis, and overall structuring to achieve City goals and objectives
3. Identify areas of risk and with the City’s Financial Advisor, solutions to mitigate the risks,
4. Bond sizing and bond phasing by improvement area,
5. Sources and uses of funds by improvement area,
6. Debt service schedules, and;
7. Assessment allocation and associated estimated annual installment by lot type for each improvement area.

Preparation of Service and Assessment Plan

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by City Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to City Council and request approval of Assessment Roll.

Bond Issuance Support

1. P3Works will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other public forum.

BASIC DISTRICT ADMINISTRATION SERVICES

MONTHLY COLLECTION FEES WILL BEGIN ONCE ASSESSMENTS ARE LEVIED

If no bonds are sold:

Monthly Fee = \$1,500 beginning the first of the month following levy of assessments for the District for the first improvement area; and \$1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1st day of the month.)

If bonds are sold:

Monthly Fee amounts will be \$2,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,250 per month for each improvement area thereafter.

For PIDs that P3Works did not create: Monthly Collection Fees will not begin until the first Annual SAP Update is drafted by P3Works and approved by Council, therefore all work completed to that point will be billed hourly.

See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if bonds are contemplated.

Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners’ associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify and parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.
10. Present preliminary annual assessment roll to City. Upon approval by City, submit final annual assessment roll to County Tax Collector.

Administration of Bond Funds (if bonds are sold)

1. Review and reconcile the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide annual summary of all District accounts maintained by Trustee at the time the annual service and assessment plan update is performed.

Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on City policy relating to PIDs.
2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the City. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will advise the City what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

Website Setup

1. Prepare website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In addition, P3Works will provide a link to District documents.

DISTRICT ADMINISTRATION SETUP SERVICES

\$7,500 One Time Lump Sum Fee

1. P3Works will review the full bond transcript and identify all requirements of the City relating to District administration and/or disclosure requirements.
2. Prepare written summary of all City administration and disclosure requirements.
3. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
4. Meet with County Assessor's office to establish procedure for obtaining parcel information for assessment roll.
5. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
6. Meet with City representatives to finalize policies and procedures relating to District Administration.

ADDITIONAL DISTRICT SERVICES

Billed at P3Works’ prevailing hourly rates, which are currently as follows:

Title	Hourly Rate
<i>Partner</i>	<i>\$250</i>
<i>Project Manager</i>	<i>\$210</i>
<i>Senior Analyst</i>	<i>\$185</i>
<i>Analyst II</i>	<i>\$160</i>
<i>Analyst</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

**P3Works’ hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. P3Works shall give notice of such adjustment at least (60) days in advance of the effective date of adjustment. Travel will be billed at the hourly rates.*

Continuing Disclosure Services

1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the City and the Developer to complete.
2. P3Works will request from developer the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement; including Seller’s Disclosures.
3. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
4. P3Works will coordinate with the Trustee or the City’s dissemination agent to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. P3Works will coordinate with the City’s designated representative to ensure the improvements were built to the standards of the accepting governing body.
4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area
3. P3Works will coordinate with City’s bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

Development Agreement Review Specific to the PID/TIRZ Boundary

1. Participate in meetings or calls at City Manager's, or his/her designee, direction.
2. Review and comment on Development Agreement drafts.
3. Prepare Ad hoc analysis as requested.

EXHIBIT B
TAX INCREMENT REINVESTMENT ZONE SERVICES TO BE PROVIDED
TIRZ FORMATION, PRELIMINARY AND FINAL PROJECT AND FINANCE PLAN
PREPARATION SERVICES

Billed at P3Works’ prevailing hourly rates, which are currently as follows:

Title	Hourly Rate
<i>Partner</i>	<i>\$250</i>
<i>Project Manager</i>	<i>\$210</i>
<i>Senior Analyst</i>	<i>\$185</i>
<i>Analyst II</i>	<i>\$160</i>
<i>Analyst</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

**P3Works’ hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. P3Works shall give notice of such adjustment at least (60) days in advance of the effective date of adjustment. Travel times will be billed at hourly rates.*

District Due Diligence and Preparation of TIRZ Project and Finance Plan

1. P3Works will review project information and prepare a Preliminary Plan for the proposed creation, including:
 - a) Assessed value schedules and overall structuring to achieve City goals and objectives.
 - b) Drafting the TIRZ Agreement.
 - c) At the direction of Staff, facilitate presentations to the Council and the TIRZ Board.
2. Estimated annual TIRZ Credit by lot type for each improvement area.

Preparation of Preliminary and Final Project Plan

1. P3Works will prepare a Preliminary Project and Finance Plan (“PPFP”) and a Final Project and Finance Plan (“FPFP”) to be adopted by the TIRZ Board and the City Council and included in the Official Statement for the PID Bonds based on the Plan of Finance.
2. P3Works will prepare a draft TIRZ Agreement to be adopted by the TIRZ Board
3. P3Works will present the PPFP to the Council at the creation of the TIRZ and request approval of TIRZ Creation Ordinance.
4. P3Works will present the FPFP to the Council after conducting all necessary steps for public hearings and notifications and request approval of TIRZ FPFP.
5. P3Works will file the necessary creation forms with the Secretary of the State of Texas after the creation of the TIRZ.

Bond Issuance Support

1. P3Works will ensure bond documents, including the bond indenture and official statement are all consistent with the TIRZ Final Plan.
2. P3Works will provide ad-hoc analysis as requested by the underwriter in preparation of the preliminary official statement.

Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other

- public forum.
- 2. If requested by the City, P3Works will respond to any calls and or emails relating to the TIRZ.
- 3. P3Works will only provide technical answers relating to the annual TIRZ Credit or the TIRZ generally.
- 4. P3Works will not provide any commentary on City policy relating to TIRZs.

BASIC DISTRICT ADMINISTRATION SERVICES

Billed at P3Works’ prevailing hourly rates, which are currently as follows:

<i>Title</i>	<i>Hourly Rate</i>
<i>Partner</i>	<i>\$250</i>
<i>Project Manager</i>	<i>\$210</i>
<i>Senior Analyst</i>	<i>\$185</i>
<i>Analyst II</i>	<i>\$160</i>
<i>Analyst</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

Preparation of the Annual Report to be filed with the Secretary of State and then presented to the TIRZ Board and City Council for approval.

See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if future TIRZ changes are contemplated.

Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

- 1. P3Works will coordinate with City’s bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
- 2. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

Prepare Annual Report

- 1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for TIRZ improvements
- 2. Update Annual Report as necessary to account for any changes in development plan or land uses.
- 3. Identify parcel subdivisions, conveyance to owners’ associations, changes in land use, and any other information relevant to anticipated estimate of Tax Increment to be generated.
- 4. Calculate annual TIRZ Credit for each parcel.
- 5. Present preliminary Annual Report to TIRZ Board. Upon approval by TIRZ Board, submit final Annual Report to the Texas Secretary of State.

EXHIBIT C
IRMA EXEMPTION LETTER



P3Works, LLC.
9284 Huntington Sq.
Suite 100
North Richland Hills,
Texas 76182

Mary V. Petty
Managing Partner
+1.817.393-0353 Phone
Admin@P3-Works.com

October 20, 2021

Chris Whittaker
City Manager
City of Angleton
121 S Velasco
Angleton, TX 77515

RE: IRMA Exemption/Acceptance Letter

To Whom It May Concern:

We have received your written representation, dated _____, 20__, that the City of _____ (the "City") has engaged and is represented by _____, an independent registered Municipal Advisor ("IRMA"). In accordance with Section 15Ba1-1(d)(3)(vi) of the Securities Exchange Act of 1934 ("Securities Exchange Act"), we understand and intend for the City to rely on IRMA's advice in evaluating recommendations brought forward by P3Works, LLC that constitute "advice" as defined in the Securities Exchange Act ("IRMA Exemption").

Furthermore, P3Works, LLC has conducted reasonable due diligence and is confirming that to the best of our knowledge, the IRMA is independent from P3Works, LLC, that P3Works, LLC is not a municipal advisor and is not subject to the fiduciary duty to municipal entities that the Security and Exchange Act imposes on municipal advisors, and that P3Works, LLC has a reasonable basis

for relying on the IRMA Exemption. We will advise you, in writing, if we become aware of any changes.

P3Works, LLC provides PID Administration as consult services to Cities and Counties.

As required by the relevant sections of the Securities Exchange Act regarding Municipal Advisors, we are informing your identified IRMA of these facts.

Mary V. Petty
Managing Partner
P3Works, LLC

Jon Snyder
Managing Partner
P3Works, LLC



AGENDA ITEM SUMMARY FORM

MEETING DATE: October 24, 2023

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

AGENDA CONTENT: Conduct a public hearing, discussion, and possible action on a request for approval of a Strategic Partnership Agreement (SPA) to be made and entered into by and between the City of Angleton, Texas, through its City Council, and Brazoria County Municipal Utility District No. 82, under the authority of Section 43.0751 of the Texas Local Government Code.

AGENDA ITEM SECTION: Public Hearings

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

FUND: None

EXECUTIVE SUMMARY:

The subject property is more commonly known as the District, encompassing 911.12 acres, more or less located at the Ashland Development tract bound by FM521 on the west, SH288 to the east, and Anchor Rd./CR 44 to the south, within the ETJ of the City of Angleton, Brazoria County, Texas. The Brazoria County Municipal Utility District No. 82 was authorized created by Acts 2021, 87th Leg., R.S., Ch. 113 (S.B. 2147), Sec. 1, effective May 23, 2021 and filed in January of 2022 with Secretary of State.

On June 27, 2023 City Council approved Resolution No. 20230627-006 granting consent to the creation of Brazoria County Municipal Utility District No. 82 per the development agreement with Anchor Holdings MP, LLC and Wildrock Holdings with the City of Angleton, Texas for the Ashland Development (Exhibit A District Description & Map).

The Brazoria County Municipal Utility District No. 82 has been created over approximately 911.12 acres of land located partially within the extraterritorial jurisdiction of the City of Angleton, Texas (the "City"). The purpose of the District is for the purchase, construction, extension, improvement, maintenance and operation of a waterworks and sanitary sewer system and a storm and drainage system, recreational facilities (if allowed by applicable law), road facilities and, subject to the laws of the State of Texas and the rules of the Texas

Commission on Environmental Quality, and firefighting facilities, as described in the executed development agreement.

This (SPA) Strategic Partnership Agreement establishes mutual agreements, covenants and conditions between the City and Brazoria County Municipal Utility District No. 82, as it relates to both limited purpose and full purpose annexation in the future. The SPA Agreement will define and clarify, through contractual agreement, the terms and conditions of the annexation of the District by the City and the relationship between the City and the District, including taxation and the provision of services by the City and matters related to the issuance of debt by the District.

Please note that the City Council consideration involves the conducting of two public hearings: 6:00 pm on Tuesday, October 10, 2023 (completed) and 6:00 p.m. on October 24, 2023.

During the second public hearing, Council will allow for public input, discussion, and take possible action on a request for approval of a Strategic Partnership Agreement (SPA) to be made and entered into by and between the City of Angleton, Texas, through its City Council, and Brazoria County Municipal Utility District No. 82, under the authority of Section 43.0751 of the Texas Local Government Code. The SPA provides for the terms and conditions covering the following important points of consideration:

- **We are contractually obligated to approve a Strategic Partnership Agreement because of the development agreement executed June of 2023.**
- **The Agreement outlines the benefits to the City.**
- **We will be partners with the Developer/County in negotiated the needed feeder road via TxDot which will serve the large scale development, of which we haven't had that will have a good mix of commercial development at our gateway. limited purpose annexation of the commercial use areas of the Development for the sole and exclusive purpose of imposing and collecting sales and use taxes within such areas. The SPA sets out the number of years to reach full purpose annexation in the future (30 Years).**
- **Provisions for City Fire Services, City's Solid Waste/Residential and Commercial trash services to be provided through the City's contracted vendor, and Police Protection are outlined in Article 4.**

RECOMMENDATION:

Council should hold the second public hearing and allow for public input, discussion, and take possible action on a request for approval of a Strategic Partnership Agreement (SPA)

to be made and entered into by and between the City of Angleton, Texas, through its City Council, and Brazoria County Municipal Utility District No. 82, under the authority of Section 43.0751 of the Texas Local Government Code.

Brazoria County MUD No. 82
911.12 Acres

Shubael Marsh League, Abstracts 81 & 82
George Robinson League, Abstract 126
J. W. Cloud Survey, Abstract 169

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A **METES & BOUNDS** description of a 911.12 acre tract of land in the Shubael Marsh Surveys, Abstracts 81 and 82, the George Robinson League, Abstract 126, and the J. W. Cloud Survey, Abstract 169, Brazoria County, Texas, being comprised of the residue of that certain called 541.131 acre tract recorded under County Clerk's File Number 2001016151, Office of the County Clerk, Brazoria County, Texas, and described under County Clerk's File Number 94-006773, Office of the County Clerk, Brazoria County, Texas, the residue of that certain called 60 acre tract recorded under County Clerk's File Number 2011015753, Office of the County Clerk, Brazoria County, Texas, and Volume 411, Page 456, Deed Records, Brazoria County, Texas, that certain called 170.66 acre tract recorded under County Clerk's File Number 00-018840, Office of the County Clerk, Brazoria County, Texas, that certain called 170.00 acre tract recorded under County Clerk's File Number 2005070199, Office of the County Clerk, Brazoria County, Texas, and Volume 1323, Page 467, Deed Records, Brazoria County, Texas, and the residue of that certain called 375.598 acre tract (First Tract) and the residue of that certain called 134 acre tract (Third Tract) recorded in Volume 1323, Page 467, Deed Records, Brazoria County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Beginning at a concrete monument found in the easterly right-of-way line of F. M. Highway 521 (100-foot wide) for the northwest corner of said called 541.131 acre tract, same being the southwest corner of an adjoining called 2.97 acre tract recorded under County Clerk's File Number 01-008056, Office of the County Clerk, Brazoria County, Texas, for the northwest corner and **Place of Beginning** of the herein described tract;

Thence North 87 degrees 05 minutes 19 seconds East along the north line of the herein described tract and said called 541.131 acre tract, same being the south line of said adjoining called 2.97 acre tract, and the south line of an adjoining called 96.50 acre tract recorded under County Clerk's File Number 00-016352, Office of the County Clerk, Brazoria County, Texas, 2,947.41 feet to a concrete monument found for angle point, said point being the southeast corner of said adjoining called 96.50 acre tract, same being the southwest corner of the adjoining residue of a called 36.97 acre tract recorded under County Clerk's File Number 94-019052, Office of the County Clerk, Brazoria County, Texas;

Thence North 86 degrees 57 minutes 34 seconds East along the north line of the herein described tract and said called 541.131 acre tract, same being the south line of said adjoining called 36.97 acre tract, 861.64 feet to the northwest corner of an adjoining called 43.308 acre tract recorded under County Clerk's File Number 2017048421, Office of the County Clerk, Brazoria County, Texas, and described under County Clerk's File Number 2002063838, Office of the County Clerk, Brazoria County, Texas, for the upper northeast corner of the herein described tract;

Thence South 03 degrees 24 minutes 10 seconds East along the common line of the herein described tract and said adjoining called 43.308 acre tract, 1,622.24 feet to the southwest corner of said adjoining called 43.308 acre tract, said point being in the north line of the aforementioned residue of a called 60 acre tract;

Brazoria County MUD No. 82
911.12 Acres

Shubael Marsh League, Abstracts 81 & 82
George Robinson League, Abstract 126
J. W. Cloud Survey, Abstract 169

Thence North 86 degrees 26 minutes 35 seconds East continuing along said common line, 825.98 feet to a point in the west right-of-way line of State Highway 288 for the middle northeast corner of the herein described tract, same being the southeast corner of said adjoining called 43.308 acre tract;

Thence South 08 degrees 10 minutes 09 seconds East along the west right-of-way line of State Highway 288, 1,184.70 feet to the beginning of a curve to the right;

Thence with said curve to the right, continuing along the west right-of-way line of State Highway 288, having a central angle of 01 degree 53 minutes 42 seconds, an arc length of 372.03 feet, a radius of 11,249.16 feet, and a chord bearing South 07 degrees 13 minutes 18 seconds East, 372.02 feet to the northeast corner of an adjoining called 4.9560 acre tract (Tract One) recorded under County Clerk's File Number 96-0362520, Office of the County Clerk, Brazoria County, Texas;

Thence South 86 degrees 48 minutes 29 seconds West along the common line of the herein described tract and said adjoining called 4.9560 acre tract, 271.50 feet to the northwest corner of said adjoining called 4.9560 acre tract for a reentry corner to the herein described tract;

Thence South 02 degrees 12 minutes 28 seconds East continuing along said common line, 734.87 feet to the southwest corner of said adjoining called 4.9560 acre tract for a reentry corner to the herein described tract;

Thence North 87 degrees 09 minutes 47 seconds East continuing along said common line, 299.63 feet to the southeast corner of said adjoining called 4.9560 acre tract for the lower northeast corner of the herein described tract, said point being in the west right-of-way line of State Highway 288, and being in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, along the west right-of-way line of State Highway 288, having a central angle of 02 degrees 16 minutes 29 seconds, an arc length of 446.63 feet, a radius of 11,249.16 feet, and a chord bearing South 01 degree 23 minutes 01 second East, 446.60 feet to the end of said curve;

Thence South 00 degrees 14 minutes 46 seconds East continuing along the west right-of-way line of State Highway 288, 1,890.37 feet to the northeast corner of an adjoining called 15 acre tract recorded under County Clerk's File Number 02-067061, Office of the County Clerk, Brazoria County, Texas, for the upper southeast corner of the herein described tract, being the upper southeast corner of the aforementioned called 170.00 acre tract;

Thence South 87 degrees 02 minutes 34 seconds West along the upper south line of the herein described tract, same being the north line of said adjoining called 15 acre tract, 354.62 feet to the northwest corner of said adjoining called 15 acre tract, same being the northeast corner of an adjoining called 91.87 acre tract (Tract Three) recorded under County Clerk's File Number 2015014625, Office of the County Clerk, Brazoria County, Texas, and described in Volume 362, Page 470, Deed Records, Brazoria County, Texas, for an angle point, said point being in the centerline of the Angleton Protection Levee;

Brazoria County MUD No. 82
911.12 Acres

Shubael Marsh League, Abstracts 81 & 82
George Robinson League, Abstract 126
J. W. Cloud Survey, Abstract 169

Thence South 86 degrees 59 minutes 15 seconds West along the north line of said adjoining called 91.87 acre tract, 2,103.32 feet to the northwest corner of said adjoining called 91.87 acre tract, for a reentry corner to the herein described tract, said point being in the west line of said J. W. Cloud Survey, Abstract 169, same being the east line of said George Robinson League, Abstract 126;

Thence South 02 degrees 44 minutes 56 seconds East along the east line of said George Robinson League, Abstract 126, same being the west line of said J. W. Cloud Survey, Abstract 169, and the west line of said adjoining called 91.87 acre tract, 803.82 feet to an angle point, being the lower southeast corner of said called 170.00 acre tract, same being the northeast corner of the aforementioned residue of a called 134 acre tract;

Thence South 02 degrees 50 minutes 23 seconds East continuing along said line, 655.23 feet to a point for the lower southeast corner of the herein described tract and said residue of a called 134 acre tract, same being the northeast corner of an adjoining called 116.155 acre tract recorded under County Clerk's File Number 2018029439, Office of the County Clerk, Brazoria County, Texas;

Thence South 86 degrees 53 minutes 29 seconds West along the lower south line of the herein described tract, same being the north line of said adjoining called 116.155 acre tract, and the north line of an adjoining called 4.52 acre tract recorded under County Clerk's File Number 2010021440, Office of the County Clerk, 3,742.61 feet to a point for the lower southwest corner of the herein described tract, same being the southeast corner of the adjoining residue of a called 1.0 acre tract recorded in Volume 1251, Page 707, Deed Records, Brazoria County, Texas;

Thence North 04 degrees 36 minutes 11 seconds West along the common line of the herein described tract and said adjoining residue of a called 1.0 acre tract, 158.90 feet to the northeast corner of said adjoining called 1.0 acre tract;

Thence South 87 degrees 02 minutes 13 seconds West continuing along said common line, 277.30 feet to the northwest corner of said adjoining residue of a called 1.0 acre tract, said point being in the east right-of-way line of County Road 44, and being in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, being the east right-of-way line of County Road 44, having a central angle of 14 degrees 56 minutes 06 seconds, an arc length of 723.70 feet, a radius of 2,776.40 feet, and a chord bearing North 13 degrees 22 minutes 44 seconds West, 721.66 feet to the southwest corner of an adjoining called 1.0371 acre tract recorded under County Clerk's File Number 2008008925, Office of the County Clerk, Brazoria County, Texas;

Thence North 84 degrees 54 minutes 13 seconds East along the common line of the herein described tract and said adjoining called 1.0371 acre tract, 252.52 feet to the southeast corner of said adjoining called 1.0371 acre tract for a reentry corner to the herein described tract;

Thence North 04 degrees 18 minutes 51 seconds West continuing along said common line, 181.64 feet to the northeast corner of said adjoining called 1.0371 acre tract for a reentry corner to the herein described tract;

Brazoria County MUD No. 82
911.12 Acres

Shubael Marsh League, Abstracts 81 & 82
George Robinson League, Abstract 126
J. W. Cloud Survey, Abstract 169

Thence South 84 degrees 43 minutes 22 seconds West continuing along said common line, 251.68 feet to the northwest corner of said adjoining called 1.0371 acre tract, said point being in the east right-of-way line of County Road 44, and being in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, being the east right-of-way line of County Road 44, transitioning to the easterly right-of-way line of F. M. Highway 521, having a central angle of 10 degrees 03 minutes 42 seconds, an arc length of 487.56 feet, a radius of 2,776.40 feet, and a chord bearing North 02 degrees 51 minutes 09 seconds East, 486.94 feet to the southwest corner of an adjoining tract being called Lot 5 and the South 60-feet of Lot 6, Block 35, Fruitland Subdivision, as evidenced in deed recorded under County Clerk's File Number 2006000498, Office of the County Clerk, Brazoria County, Texas;

Thence North 87 degrees 06 minutes 39 seconds East along the common line of the herein described tract and said adjoining Fruitland Subdivision tract, 132.66 feet to the southeast corner of said adjoining Fruitland Subdivision tract for a reentry corner to the herein described tract;

Thence North 02 degrees 53 minutes 20 seconds West continuing along said common line, 60.00 feet to the northeast corner of said adjoining Fruitland Subdivision tract for a reentry corner to the herein described tract;

Thence South 87 degrees 06 minutes 39 seconds West continuing along said common line, 120.56 feet to the northwest corner of said adjoining Fruitland Subdivision tract, said point being in the easterly right-of-way line of F. M. Highway 521, and being in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, being the easterly right-of-way line of F. M. Highway 521, having a central angle of 04 degrees 50 minutes 12 seconds, an arc length of 234.37 feet, a radius of 2,776.40 feet, and a chord bearing North 11 degrees 33 minutes 54 seconds East, 234.31 feet to the end of said curve;

Thence North 13 degrees 58 minutes 59 seconds East along the westerly line of the herein described tract, same being the easterly right-of-way line of F. M. Highway 521, 302.34 feet to a concrete monument found for angle point, said point being the northwest corner of said called 170.00 acre tract, same being the southwest corner of the aforementioned called 170.66 acre tract;

Thence North 14 degrees 05 minutes 31 seconds East continuing along said line, 973.60 feet to the southwest corner of the adjoining residue of a called 2 acre tract recorded in Volume 122, Page 203, Deed Records, Brazoria County, Texas;

Thence North 87 degrees 21 minutes 22 seconds East along the common line of the herein described tract and said adjoining residue of a called 2 acre tract, 1,700.63 feet to the southeast corner of said adjoining called 2 acre tract for a reentry corner to the herein described tract;

Thence North 02 degrees 38 minutes 38 seconds West continuing along said common line, 50.00 feet to the northeast corner of said adjoining residue of a called 2 acre tract for a reentry corner to the herein described tract;

Brazoria County MUD No. 82
911.12 Acres

Shubael Marsh League, Abstracts 81 & 82
George Robinson League, Abstract 126
J. W. Cloud Survey, Abstract 169

Thence South 87 degrees 21 minutes 22 seconds West continuing along said common line, 1,685.60 feet to the northwest corner of said adjoining residue of a called 2 acre tract for the upper southwest corner of the herein described tract, said point being in the easterly right-of-way line of F. M. Highway 521;

Thence North 14 degrees 05 minutes 31 seconds East along the westerly line of the herein described tract, same being the easterly right-of-way line of F. M. Highway 521, 217.09 feet to an angle point, said point being the northwest corner of said called 170.66 acre tract, same being the southwest corner of the aforementioned residue of a called 541.131 acre tract;

Thence North 14 degrees 02 minutes 37 seconds East continuing along the westerly line of the herein described tract, same being the easterly right-of-way line of F. M. Highway 521, 4,611.00 feet to the **Place of Beginning** and containing 911.12 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

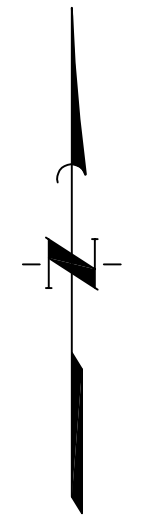
February 5, 2021

Job Number 17148-0001-00

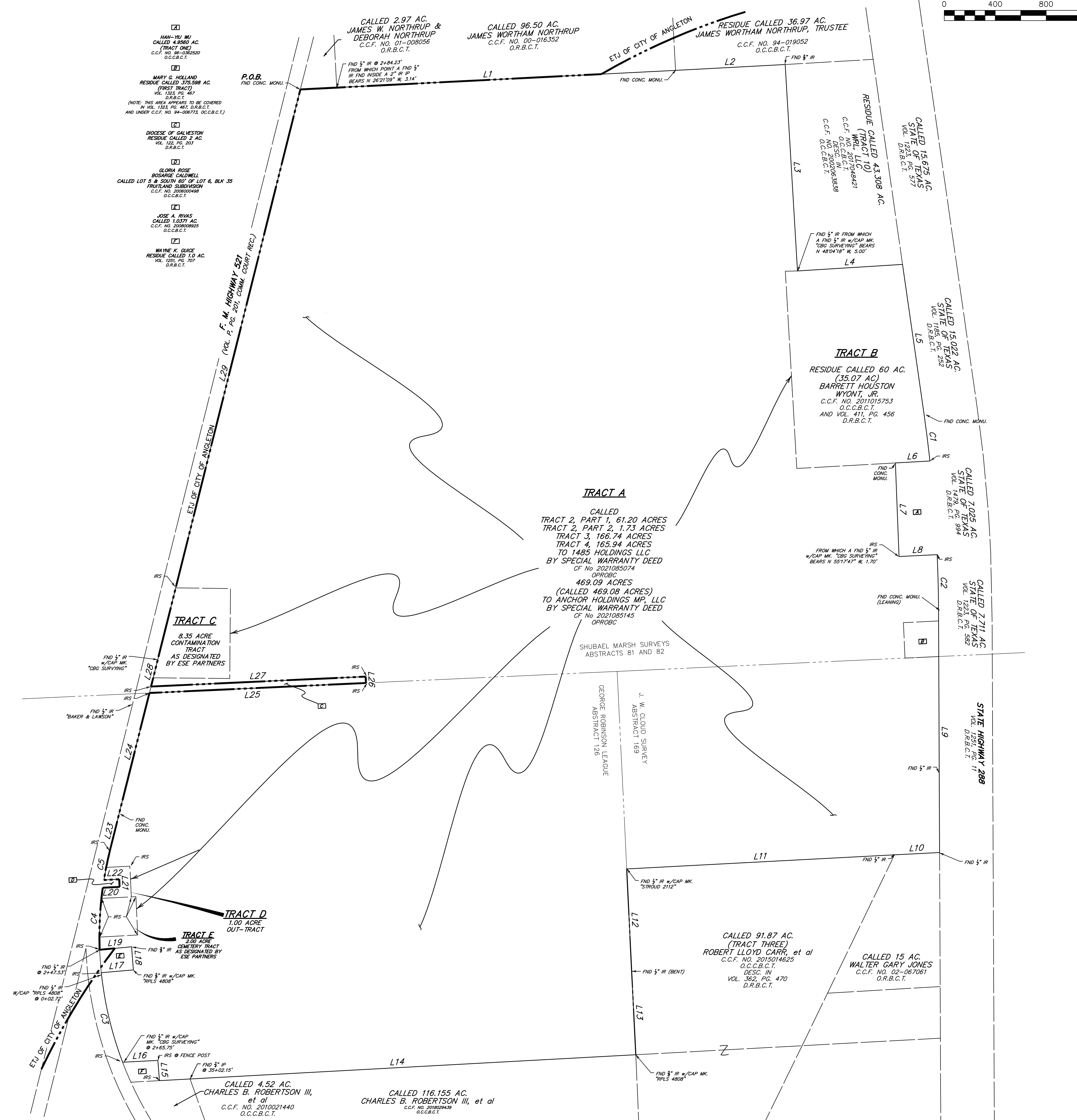
Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com



NORTH
SCALE: 1" = 400'



LINE	BEARING	DISTANCE
L1	S 87°05'19" E	2947.41'
L2	N 86°57'34" E	861.64'
L3	S 03°24'10" E	1622.24'
L4	N 86°26'35" E	825.98'
L5	S 08°10'09" E	1184.70'
L6	S 88°48'29" W	211.50'
L7	S 02°12'28" E	734.87'
L8	N 87°09'47" E	299.63'
L9	S 01°14'46" E	1890.37'
L10	S 87°02'34" W	354.62'
L11	S 86°59'15" W	2103.32'
L12	S 02°44'56" E	803.62'
L13	S 02°50'23" E	655.23'
L14	S 86°53'29" W	3742.61'
L15	N 04°36'11" W	1588.90'
L16	S 87°02'13" W	277.30'
L17	N 84°54'13" E	252.52'
L18	N 04°18'51" W	181.64'
L19	S 84°33'22" W	251.68'
L20	N 87°06'39" E	132.68'
L21	N 02°53'20" W	60.00'
L22	S 87°06'39" W	120.56'
L23	N 13°58'59" E	302.34'
L24	N 14°05'31" E	973.60'
L25	N 87°21'22" E	1700.63'
L26	N 02°58'58" W	50.00'
L27	S 87°21'22" W	1685.60'
L28	N 14°05'31" E	217.09'
L29	N 14°02'37" E	4611.00'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	11249.16'	11°53'42"	372.03'	S 07°13'18" E	372.02'
C2	11249.16'	17°18'29"	446.63'	S 01°23'01" E	446.60'
C3	2776.40'	14°56'06"	723.70'	N 13°22'44" W	721.66'
C4	2776.40'	10°03'42"	487.56'	N 02°51'09" E	486.94'
C5	2776.40'	4°50'12"	234.37'	N 11°33'54" E	234.31'

TRACT A	469.09 ACRES
	61.20 ACRES
	1.73 ACRES
	166.74 ACRES
	165.94 ACRES
TRACT B	35.07 ACRES
TRACT C	8.35 ACRES
TRACT D	2.0 ACRES
TRACT E	1.0 ACRES
TOTAL	911.12 ACRES

General Notes
 1. The boundary shown hereon is for exhibit purposes for the future boundary of a new Municipal Utility District.
 2. The boundary shown hereon encompasses land deeded in Clerk's File Number 2021085074 and land intended to be deeded to the same owner.

EXHIBIT
 OF
ASHTON GRAY DEVELOPMENT TRACT
 BEING
911.12 ACRES
 OUT OF THE
SHUBAEL MARSH SURVEYS, ABSTRACTS 81 & 82
GEORGE ROBINSON LEAGUE, ABSTRACT 126
J. W. CLOUD SURVEY, ABSTRACT 169
 BRAZORIA COUNTY, TEXAS
 FEBRUARY 2022



**STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF ANGLETON TEXAS AND
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 82**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZORIA §

This Strategic Partnership Agreement (“Agreement”) is made and entered into by and between the City of Angleton, Texas, a municipal corporation acting by and through its duly authorized City Council (“City”), and Brazoria County Municipal Utility District No. 82, acting by and through its duly authorized Board of Directors (“District”) under the authority of Section 43.0751 of the Texas Local Government Code (“Local Government Code”).

RECITALS

1. The District is a municipal utility district created by Article XVI, Section 59, Texas Constitution and generally operates under Chapters 49 and 54 of the Texas Water Code . A portion of the land to be included in the District is within the extra-territorial jurisdiction of the City, and a portion of the land to be included in the District is within the unincorporated area of Brazoria County, Texas.
2. The City is a home rule municipality organized and existing under the constitution and laws of the State of Texas.
3. The City and District are entering into this Strategic Partnership Agreement in accordance with Texas Local Government Code Section 43.0751 to plan for the future full–purpose annexation of the District by the City upon mutually acceptable terms.
4. The District encompasses approximately 911.12 acres, more or less, located within the extraterritorial jurisdiction of the City as depicted on Exhibit A and more fully described on Exhibit B attached to this Agreement (the “Development”); and Anchor Holdings MP, LLC and Wildrock Holdings, LLC (the “Owner”) has represented to the City and the District that it owns the Development.
5. The provisions of Tex. Local Gov’t Code Section 43.0751 state that the City and the District may enter into a strategic partnership agreement that provides for the terms and conditions which services will be provided and funded by the City and the District, the limited purpose annexation of a portion of the District Property, the eventual full purpose annexation of the District Property and such other lawful terms as the parties deem appropriate.
6. Certain areas within the Development may be developed for commercial uses and the City desires to annex the commercial use areas of the Development for the sole and exclusive purpose of imposing and collecting sales and use taxes within such areas. The District and the City desire that effective, efficient, and responsible local government be provided to citizens of the District and the City prior to, during, and after the City annexes the District

for full purposes. To that end, the District and the City also desire to avoid any unnecessary duplication of resources and taxes, and to provide for the orderly and seamless succession of the District as provided by a strategic partnership agreement; and

7. The District and the City each published notice of two public hearings concerning the adoption of this Agreement in accordance with the procedural requirements of the Act; and
8. The District conducted public hearings regarding this Agreement on _____, 2023, and on October _____, 2023, and notice thereof having been given in accordance with the procedural requirements of Texas Local Government Code Section 43.0751.
9. The City conducted public hearings regarding this Agreement on October 10, 2023, and on October 24, 2023, in the City Council Chambers of the City Hall located at 121 S. Velasco Street in Angleton, Texas, notice thereof having been given in accordance with Texas Local Government Code Section 43.0751.
10. The District has, by formal action, after public hearings approved this Agreement on _____, in open session at a meeting held in accordance with the Open Meetings Act.
11. The City has, by formal action, after public hearings approved this Agreement on October 24, 2023, in open session at a meeting held in accordance with the Open Meetings Act.
12. All procedural requirements imposed by state law for the adoption of this Agreement have been met.

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

ARTICLE I **DEFINITIONS, PURPOSE, AND LEGAL AUTHORITY**

Section 1.01 Incorporation of Recitals.

The recitals to this Agreement are hereby agreed to and adopted by the Parties as findings of fact and are incorporated herein for all purposes.

Section 1.02 Terms Defined in this Agreement.

In this Agreement, each of the following terms shall have the meaning indicated:

- a. “Agreement” means this Strategic Partnership Agreement between the City of Angleton and Brazoria County Municipal Utility District No. 82.
- b. “City” means the City of Angleton, Texas.

- c. “Code” or “the Code” means the provisions of Chapter 43 of the Texas Local Government Code in effect on January 1, 2021.
- d. “Consent Conditions” means those conditions relative to the operation of the District contained in City Ordinance No. 20230627-006 dated June 27, 2023.
- e. “District” means Brazoria County Municipal Utility District No. 82 in Brazoria County, Texas.
- f. “District Boundaries” means the boundaries of the District as they currently exist, including property heretofore annexed, as well as property that may hereafter be annexed by the District with the City's consent, such current boundaries being more particularly described in **Exhibit “A”** and depicted on **Exhibit “B”** attached to this Agreement.
- g. “District Facilities” means the water, wastewater, drainage, detention, recreational and road facilities, as well as such additional facilities which the District may now or in the future be authorized by law to construct, own, operate and maintain, which are necessary to serve development within the boundaries of the District, including those necessary facilities located outside the boundaries of the District.
- h. “Full Purpose Annexation Conversion Date” means the date on which the territory of the District becomes subject to the full jurisdiction of the City of Conroe.
- i. “Limited District” or “limited district” means the District after it is converted to a limited District pursuant to Section 3.02 below. For the avoidance of doubt, the conversion of the District into a Limited District as provided herein is a full purpose annexation.
- j. “Notice” means any formal notice or communication required or authorized to be given by one Party to another by this Agreement.
- k. “Parties” means the City and the District.
- l. “Party” means the City, or the District, as the case may be.
- m. “Period of Limited Purpose Annexation” means that period commencing on the effective date of the limited purpose annexation of the District, and ending upon the Full Purpose Annexation Conversion Date.
- n. “Utility Facilities” means the water and wastewater facilities necessary to serve development within the District Boundaries.
- o. “75% Developed” means that (i) 75% of the total projected number of residential lots at full build out within the District have been developed and delivered to homebuilders for home construction, and (ii) 75% of the commercial tracts within the District have been developed and conveyed to their respective end users.

- p. “95% Build Out” means that the District Facilities necessary to serve 95% of the developable land in the District have been constructed and the District has fully reimbursed the Developer, whether one or more, for such infrastructure.
- q. “100% Build Out” means that the District Facilities necessary to serve 100% of the developable land in the District have been constructed and the District has fully reimbursed the Developer, whether one or more, for such infrastructure.

Section 1.03 Purpose of the Agreement.

The purpose of this Agreement is to define and clarify, through contractual agreement, the terms and conditions of the annexation of the District by the City and the relationship between the City and the District, including taxation and the provision of services by the City and matters related to the issuance of debt by the District.

Section 1.04 General Location and Description of the District.

The District is a municipal utility district created by Acts 2021, 87th Leg., R.S., Ch. 113 (S.B. 2147), Sec. 1, effective May 23, 2021 and generally operates under Chapters 49 and 54 of the Texas Water Code. A portion of the land to be included in the District is within the extra-territorial jurisdiction of the City, and a portion of the land to be included in the District is within the unincorporated area of Brazoria County, Texas. Its current boundaries are described by metes and bounds in Exhibit “A” and depicted in Exhibit “B” attached to this Agreement.

Section 1.05 Effective Date of Agreement.

Under the provisions of Section 43.0751(c) of the Local Government Code, this Agreement becomes effective on the date of adoption by the City. Upon adoption, the Agreement shall be filed by the District in the Real Property Records of Brazoria County, Texas.

ARTICLE II **ANNEXATION OF THE DISTRICT**

Section 2.01 Conditions of Full-Purpose Annexation.

- a. Pursuant to Section 43.0751(s) of the Code the City and the District have agreed that the annexation procedure established by this Agreement shall control over any other law and shall be the exclusive procedure applicable to the annexation of the District.
- b. The parties agree that the District Property should be allowed to develop prior to full purpose annexation and the District should be allowed to function with certainty regarding the conditions under which annexation will be authorized by the City. As a result, the City and the District agree that, without regard to the City’s right and power under existing or subsequently enacted law, the City will not fully annex any property within the District until the following conditions have been met, and City shall thereafter be authorized, but not required, to fully annex the District for any purpose:

(i) Seventy-five percent (75%) of the District’s water, wastewater, drainage, facilities to serve the property within the District have been constructed and, if the District is authorized to provide road and recreational facilities, then seventy-five (75%) of such facilities; and

(ii) The Developer has, or the Developer’s successors or assigns have, been fully reimbursed by the District for all of the Facilities, to the maximum extent permitted by the rules of the Commission.

- c. If the City wishes to annex the District and the land within the District prior to the occurrence of the above-specified conditions, the City may at its cost and expense complete the Facilities in order to comply with the subsection
- d. A limited purpose annexation ordinance may designate a date on which the status of the territory shall automatically be converted to full – purpose annexation, or the ordinance may provide for the continuation of the limited purpose annexation status for an indefinite period. A service plan is not required for a limited purpose annexation.
- e. If a limited purpose annexation ordinance provides for conversion to full – purpose annexation on a date certain, then at least ninety (90) days prior to the conversion date the City shall submit to the governing body of the District a proposed service plan for the delivery of full municipal services to the District following its conversion to full purpose annexation status. The service plan shall be adopted by ordinance prior to the conversion date.
- f. If a limited purpose annexation ordinance does not specify a full – purpose annexation conversion date then prior to the adoption of a full purpose annexation ordinance the City shall include a proposed service plan with the written notice provided to the governing body of the District

Section 2.02 Limited Purpose Annexation.

- a. In the event that any portion of the District property is developed for commercial purposes, the City may at any time, at its option, annex the territory of the District for limited purposes as provided by Section 43.0751 of the Code and may by ordinance impose within the District any sales and use tax imposed by City within its full – purpose boundaries, and Chapter [321](#), Tax Code, as amended, governs the imposition, computation, administration, governance, and abolition of the sales and use tax. The territory of the District shall not be subject to property taxation by the City prior to the date of full – purpose annexation and except as provided by the District Consent Conditions or otherwise provided herein, the territory of the District shall not be subject to ordinances, rules, or regulations of the City that are not ordinarily applied within the extraterritorial jurisdiction of the City, nor shall the City be required to provide any service within the District that is not ordinarily provided by City within the City’s extraterritorial jurisdiction.

- b. The City shall send notice of this Agreement and the limited-purpose annexation of the Commercial property to the Comptroller within three days of the Implementation Date in the manner provided by Tax Code §321.102. The City shall send to the District a copy of any notice from the Comptroller delaying the effectiveness of the Sales and Use Tax in the Commercial property.
- c. Notwithstanding any limited purpose annexation by the City in accordance with this Section 2.02, the District shall remain in existence, with full powers, and property within the District's boundaries shall so remain in the boundaries of the District, subject to the full power and authority of the District. The limited purpose of annexation of Commercial areas of the District Property under this Section 2.02 is solely for the imposition and collection of the City's Sales and Use Tax within such Commercial areas. The City shall not impose its ad valorem taxes upon any portion of the District Property during the period of limited purpose annexation. This annexation provision is in lieu of any annexation of residential property prior to the annexation of the entire District as provided in this Article.
- d. Voting Rights in the District. Upon annexation of Commercial property for limited purposes by the City, the qualified voters of said property may vote in City elections pursuant to Local Government Code §43.130. Voting rights are subject to all state and federal laws and regulations. Such residents shall be entitled to use the park and recreational facilities of the City on the same basis as residents within the full purpose annexation limits of the City.
- e. Annexation Procedures. Because the District is, pursuant to this Agreement, an area that is the subject of a strategic partnership agreement, the City is not required to include the District in an annexation plan. The City and the District declare that TEX. LOCAL GOV'T CODE, section 43.0751(h) applies at the termination of the District, which will occur on September 1, 2053, or sooner pursuant to Section 3.01 of this Agreement.
- f. District territory that is located within the extraterritorial jurisdiction of the City need not be contiguous to City in order to be annexed for limited purposes and the District expressly consents to such discontinuous limited purpose annexation as authorized by Section 43.0751(r) of the Code. To the extent not prohibited by law such consent also extends to the full purpose annexation of the discontinuous territory on a full – purpose annexation conversion date specified in the limited purpose annexation ordinance or by a separate full – purpose annexation ordinance if no automatic conversion date is established by the limited purpose annexation ordinance.

Section 2.03 Full – Purpose Annexation.

- a. Except as provided by 2.03(b), the District consents to full purpose annexation of the District by the City at any time on or after (i) the time the District's has achieved 95% Build Out, or (ii) thirty years October 24, 2053, whichever occurs first, and City agrees not to annex the District for full municipal purposes prior to such date. A Full Purpose Annexation Conversion Date specified in an ordinance providing for limited purpose

annexation may not specify a Full Purpose Annexation Conversion Date earlier than the date provided by this paragraph.

- b. If the District is not at least 75% Developed as of the later of (i) _____, 204__, or (ii) two-hundred ten (210) days prior to the Full Purpose Annexation Conversion Date, the District's Board of Directors may elect to exercise a one-time (5) year extension of the date determined for full purpose annexation under Section 2.03(a) or the Full Purpose Annexation Conversion Date, as applicable. Written notice of an election pursuant to this section 2.03(b) shall be delivered to the City at least one hundred eighty (180) days prior to the date proposed for full purpose annexation.

Section 2.04 Service Plan for the Provision of Full Municipal Services.

- a. Prior to full-purpose annexation, the City shall prepare a service plan that provides for the extension of full municipal services to the territory of the District upon full – purpose annexation. One (1) year prior to full purpose annexation, the District will contract with the City to provide police and fire protection services.

The annexation service plan may provide for the conversion of the District to a limited district as hereinafter authorized and may provide for the continued operation and maintenance of all or a portion of the Utility Facilities by the limited district for so long as the limited district continues to exist; provided, however, that the annexation service plan shall provide for the conversion of the District to a Limited District if the District has not or will not have achieved 100% Build Out as of the Full Purpose Annexation Conversion Date, unless the City assumes all obligations of the District to complete the build-out of the District and to reimburse the District's developer(s). The service plan may also provide for the City to assume the responsibility for operation and maintenance of Utility Facilities in which case the City shall provide such utility services upon the same basis as they are provided by the City elsewhere in the municipality, but without obligating the City to the limited district for payment of capacity charges, capital recovery fees or any other consideration for the use or possession of such Utility Facilities. As consideration for the operation and maintenance of such Utility Facilities the service plan may provide that the City shall have and may retain all revenues resulting from the provision of service to customers of the utility system.

- b. The service plan shall be attached to and adopted by the full–purpose annexation ordinance unless full – purpose annexation occurs automatically on a conversion date established by a limited purpose annexation ordinance. In such case the service plan shall be adopted by separate ordinance.

Section 2.05 Notice to Landowners.

The following notice, with appropriate modifications, shall be included in the notice to purchasers of real property in the District Information Form required to be recorded in the Real Property Records of Brazoria County, Texas, pursuant to Section 49.455 of the Texas Water Code:

All of the property within the boundaries of Brazoria County Municipal Utility District No. 82 (the “District”), as described in Exhibit A attached hereto, is subject to the terms and conditions of a Strategic Partnership Agreement (“SPA Agreement”) between the District and the City of Angleton (“City”), which was effective on _____, 20___. The SPA Agreement allows full purpose municipal annexation of the District by the City at any time on or after the time after development in the District reaches 95% Build Out (as that term is defined in the SPA Agreement) or _____, 20___ whichever occurs first, and permits limited purpose annexation of the District at any time. A copy of the SPA Agreement may be obtained by contacting the offices of the District.

Any land subsequently annexed into the District shall be included within District's notice obligation as set forth above.

ARTICLE III **STATUS OF DISTRICT FOLLOWING FULL – PURPOSE ANNEXATION**

Section 3.01 Status of the District following full – purpose annexation.

- a. Upon full-purpose annexation the City may, subject to the limitation hereafter provided, (1) abolish the District and assume its debts and obligations pursuant to Local Government Code Section 43.075, or (2) continue the District as a limited district upon the terms hereinafter provided. The District shall not be abolished but shall continue to exist as a limited district until 100% Build Out or as otherwise provided in Section 3.04 below.
- b. Following Full-Purpose Annexation. Upon full-purpose annexation and dissolution of the entire District under the provisions of Section 2.03, the City will assume all rights, assets, liabilities and obligations of the District (including all obligations to reimburse the developers within the District). Upon full annexation, and dissolution, the residents of the former District shall be treated as residents of the City for all purposes.
- c. Attempted Incorporation. Notwithstanding any provision herein to the contrary, in the event that an election is called pursuant to applicable law in connection with a bona fide petition for incorporation of a municipality that includes a substantial portion of the District, the City shall be entitled to immediately annex that portion of the District which is proposed to be incorporated; provided, however, the City acknowledges the requirements of 43.071(b) and agrees not to annex for full purposes less than all of the District.

Section 3.02 Limited district option.

The City’s full – purpose annexation ordinance may require that the District retain all obligation for any indebtedness of the District and continue to exist as a limited district for so long as may be necessary for the limited district to fully discharge all such indebtedness, including any landowner or developer reimbursement payments that the City would otherwise be obligated to pay upon annexation or dissolution of the District. The limited district shall continue to be known as

“Brazoria County Municipal Utility District No. 82.” The limited district shall continue until the City dissolves the District pursuant to Section 3.04 hereof. The limited district may not be dissolved without the consent of the City.

Section 3.03 Powers of limited district.

Subject to the express terms of this Agreement and the Consent Conditions, the limited district shall have and may continue to exercise all powers of the District in the same manner as authorized prior to the conversion of the District to a limited district, except none of the District Facilities may be transferred to another party without the consent of the City. The limited district is expressly authorized and required to levy and collect taxes sufficient to meet the outstanding debt service requirements for debt previously issued by the District and to pay necessary operating expenses associated therewith.

Section 3.04 Dissolution of Limited District.

The City may dissolve the limited district by ordinance at any time after 95% Build Out. Upon dissolution the city shall (1) take over all the property and other assets of the limited district, (2) assume all the debts, liabilities, and obligations of the limited district, and (3) perform all functions of the limited district, including the provision of services.

Section 3.05 Audit; Review of District Records.

The District, at its sole expense, shall conduct an annual audit each year to the extent required by the Texas Water Code and the rules of the Texas Commission on Environmental Quality to be performed by an independent certified public accountant. The District shall file a copy of the completed audit with the City’s Director of Finances. The District shall make its financial records available to the City for inspection during normal business hours and with prior reasonable notice.

ARTICLE IV **PROVISION OF MUNICIPAL SERVICES WITHIN THE DISTRICT**

Section 4.01 City Fire Services.

If the District provides for the provision of fire suppression services within the District Property, it shall first give the City the option to be the provider of such services. If the City is unable or unwilling to provide the services at a cost commensurate with that of other potential providers of such services, the District may contract with a third party. Payment to the City with regard to any fire suppression or related services provided under this Section by a separate written agreement shall be based upon the actual costs of the City, including reasonable overhead and prior capital expenditures, in providing such services.

Section 4.02 Police Protection.

If the District provides for the provision of enhanced police protection services within the District, it shall first give the City the option to be the provider of such services. If the City is unable or unwilling to provide the services at a cost commensurate with that of other potential providers of

such services, the District may contract with a third party. Payment to the City with regard to any police protection provided under this Section by a separate written agreement shall be based upon the actual costs of the City, including reasonable overhead, in providing such services. One (1) year prior to full purpose annexation, the District will contract with the City to provide police protection services.

Section 4.03

The Parties have agreed the District will finance a traffic signal at County Road 44, and the City or other appropriate county or state agency shall assist the District in proper installation and placement.

Section 4.04 Solid Waste.

Residential and Commercial trash service will be provided by the District.

ARTICLE V **MISCELLANEOUS PROVISIONS**

Section 5.01 Duplicate Counterparts.

This Agreement may be executed in duplicate counterparts but shall not be effective unless executed by the City and the District.

Section 5.02 Entire Agreement.

- a. Except as expressly set forth in this Agreement, this Agreement is not intended to waive or limit the applicability of laws, regulations and ordinances applicable to the District or the City, nor does it waive the jurisdiction or sovereignty of any governmental body with respect to the District or the City. Notwithstanding the foregoing, City may not adopt an ordinance or resolution annexing the District for full or limited purposes which contains terms inconsistent with this Agreement, unless this Agreement has been previously terminated as provided herein.
- b. As of this date there are no agreements, oral or written, between the Parties which are in conflict with this Agreement. Except as expressly provided by this Agreement, this Agreement, together with all of the attachments to this Agreement, constitutes the entire agreement between the Parties with respect to the terms and conditions governing the annexation of the District. No representations or agreements other than those specifically included in this Agreement shall be binding on either the City or the District.

Section 5.03 Notice.

- a. It is contemplated that the Parties will contact each other concerning the subject matter of this Agreement. However, any Notice shall be given at the addresses below for each of the Parties.

- b. Notice may be given by:
- i. delivering the Notice to the Party to be notified;
 - ii. by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; or
 - iii. by sending the Notice by telefax with confirming copy sent by mail to the Party to be notified.
- c. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified.
- d. For purposes of Notice, the addresses of the Parties shall, until changed as provided in this Section, be as follows:
- | | |
|-------------------|--|
| City of Angleton: | City Manager
121 S. Velasco
Angleton, Texas 77515 |
| The District: | Brazoria County Municipal Utility District No. 82
c/o The Muller Law Group, PLLC
202 Century Square Boulevard
Sugar Land, Texas 77479
Attn: Richard L. Muller, Jr. |
- e. The Parties may change their addresses for Notice purposes by providing ten (10) days written notice of the changed address to the other Party.
- f. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating Notice is extended to the first business day following the Saturday, Sunday, or legal holiday.

Section 5.04 Time.

Time is of the essence in all matters pertaining to the performance of this Agreement.

Section 5.05 Severability or Modification of Agreement as a Result of Modification of the State Code and Statutory Authority for the Agreement.

- a. If any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application of the word, phrase, clause, sentence, paragraph, section or other part of this Agreement to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the Parties agree that they will amend or revise this Agreement to accomplish to the greatest degree practical the same purpose and objective of the part determined to be invalid or unconstitutional, including without

limitation amendments or revisions to the terms and conditions of this Agreement pertaining to or affecting the rights and authority of the Parties in areas of the District annexed by the City pursuant to this Agreement, whether for limited or full purposes.

- b. If any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement is modified in whole or in part as a result of amendments to the underlying state code and statutory authority for this Agreement, the Parties agree and understand that such modification may frustrate the purpose of this Agreement. The parties agree that they will attempt to amend or revise this Agreement to accomplish to the greatest degree practical (i) the same purpose and objective of the part of this Agreement affected by the modification of the underlying state code and statutory authority and (ii) the original intent and purpose of this Agreement. If the Parties cannot agree on any such amendment or revision within ninety (90) days from the effective date of amendment of the state code and statutory authority for this Agreement, then this Agreement shall terminate (except for the provisions of Article III which shall specifically survive such termination for the remaining term set forth in Section 4.13 below), unless the Parties agree to an extension of time for negotiation of the modification.

Section 5.06 Waiver.

Any failure by a Party to the Agreement to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver of the provision or of any other provision of the Agreement. The Party has the right at any time to insist upon strict performance of any of the provisions of the Agreement.

Section 5.07 Applicable Law and Venue.

The construction and validity of the Agreement shall be governed by the laws of the State of Texas. Venue shall be in Brazoria County, Texas.

Section 5.08 Reservation of Rights.

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges and immunities under applicable law.

Section 5.09 Further Agreement and Documents.

Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, exchange any other documents necessary to effectuate the terms of this Agreement. Both Parties also agree that they will do any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 5.10 Incorporation of Exhibits and Other Documents by Reference.

All Exhibits and other Documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes set forth in this Agreement.

Section 5.11 Assignability, Successors, and Assigns.

This Agreement shall not be assignable by the either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.

Section 5.12 Amendment.

This Agreement may only be amended in writing upon the approval of the governing bodies of the City and the District. To the extent allowed by law, the Parties do not intend to conduct additional hearings pursuant to Local Government Code Section 43.0751 prior to amending this Agreement.

Section 5.13 Term.

Except as it may otherwise be terminated as set forth herein, this Agreement shall remain in effect until the earlier date to occur of the following: (i) thirty (30) years from the effective date of this Agreement, or (ii) the date the District (including the Limited District as applicable) shall cease to exist for any purpose pursuant to the terms of this Agreement. If the District is annexed for limited purposes prior to the expiration or termination of the Agreement, then upon such expiration or termination of the Agreement the territory of the District shall be automatically included within the full – purpose territory of the City.

Section 5.14 District's provision of Service outside Boundary.

District shall not provide water or sanitary sewer service outside the District's Boundaries without the City's consent. However, this prohibition shall not apply to any reciprocal agreements entered into by District for emergency water supply. This prohibition shall further not apply to or prevent the District from providing water or sanitary sewer service to other special districts that are part of a common development with the District.

Section 5.15 Sale or Encumbrance of Facilities.

It is acknowledged that the District may not dispose of or discontinue any portion of the Facilities, other than in a conveyance of road facilities to the County or Texas Department of Transportation for ownership, operation, and maintenance, a conveyance of the Water and Wastewater facilities to the City for ownership, operation and maintenance, or a conveyance of drainage facilities to the County, Texas Department of Transportation, or Angleton Drainage District for ownership, operation, and maintenance.

Section 5.16 Design Standards for the Utility System.

All water utility and sanitary sewer utility infrastructure and related appurtenances that are intended to become the property of the District must be designed and constructed to comply with the minimum standards made applicable by the City Code of Ordinances, as amended, to water supply and sanitary sewer utility infrastructure development within the corporate limits of the City. The water supply system must be capable of providing the volumes and pressures necessary to meet fire suppression standards established by the City, and the system must be equipped with fire hydrants that meet the minimum spacing requirements applicable to subdivision development within the corporate limits of the City. All drainage improvements shall be designed and constructed to comply with the applicable standards adopted by Brazoria County, Texas and Angleton Drainage District. The District and its developer(s), their successors and assigns, shall not be obligated to apply for, pay for, or obtain from the City any permit for construction of any public improvement or any City inspection of any public improvement.

If the District or its developer(s) desire to deviate from the standards set forth in this section, a licensed professional engineer, licensed in the State of Texas, shall submit plans for the impacted water or sanitary sewer infrastructure, notating the planned deviations, for the City Engineer's review. The City will then have thirty (30) days to approve, comment on or reject the plans. If the City has not taken action with respect to the planned deviations within the thirty (30) day period, the planned deviations will be deemed approved and the District or its developers may proceed with the construction of such infrastructure in accordance with the submitted plans, unless the thirty (30) day period is waived.

If required by the City, the District, acting through its licensed professional engineer, shall certify to the City that all water and sanitary sewer infrastructure has been designed and constructed in accordance with the applicable standard and the approved planned deviations, if any.

ARTICLE VI **DEFAULT AND REMEDIES FOR DEFAULT**

Section 6.01 Default.

- a. Upon the occurrence, or alleged occurrence, of an event of default under or violation of this Agreement, the non-defaulting Party shall send the defaulting Party Notice of its default or violation or alleged default or violation. Except as otherwise specifically provided in this Agreement, the defaulting Party must cure its default or violation within seventy-five (75) days following receipt of the Notice of default or violation unless curing such default in such time period is not reasonably possible and the Party who is alleged to be in default is taking all actions necessary to promptly cure the default. However, a Party is not considered in default of the terms contained herein unless Notice is actually given by the non-defaulting Party, and the alleged default has not been cured during the seventy-five (75) day cure period.
- b. If the default or violation is not cured by the defaulting Party within seventy-five (75) days of receiving the Notice, the non-defaulting Party may sue for enforcement or cancellation of this Agreement. However, prior to bringing any proceeding in a court of law or before

a court of competent jurisdiction, the Parties may resolve the issue through mediation or arbitration. If the Parties agree to seek mediation or arbitration, they must participate in good faith. The Parties shall bear their own costs of the mediation or arbitration equally. The Parties further agree that the City is not obligated to resolve any dispute based on an arbitration decision under this Agreement if the arbitration decision compromises the City's sovereign immunity as a home rule city.

- c. If the Parties are unable to resolve their dispute through mediation or arbitration, the non-defaulting Party shall have the right to enforce the terms and provisions of this Agreement by specific performance or by such other legal or equitable relief to which the non-defaulting Party maybe legally entitled. Any remedy or relief described in this Agreement shall be cumulative of, and in addition to, any other remedies and relief available at law or in equity.
- d. If the defaulting Party fails to abide by these deadlines, the non-defaulting Party shall have all rights and remedies available in law and equity and all rights and remedies provided in this Agreement. The Parties acknowledge that the City's remedies shall include the right, in the City's sole discretion, to terminate this Agreement and proceed with full purpose annexation of the District, or any portion thereof, pursuant to the requirements otherwise applicable for such annexation as if this Agreement had never been entered into.
- e. All of these rights and remedies shall be cumulative.

Signature pages follow

IN WITNESS WHEREOF, this Agreement is executed in duplicate counterparts.

CITY OF ANGLETON, TEXAS

By: _____
Mayor, City of Angleton

Attest:

City Secretary

THE STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on the ___ day of _____, _____,
by _____, Mayor of the City of Angleton, Texas, for and on behalf of said city.

Notary Public in and for the State of Texas
My Commission Expires: _____

**BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 82**

By: _____
President, Board of Directors

Attest:

Secretary, Board of Directors

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the __ day of _____, _____,
by _____, President of Brazoria County Municipal Utility District No. 82,
for and on behalf of said district.

Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the __ day of _____, _____,
by _____, Secretary of Brazoria County Municipal Utility District No. 82,
for and on behalf of said district.

Notary Public in and for the State of Texas
My Commission Expires: _____

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ANGLETON, TEXAS,
AND ANCHOR HOLDINGS MP, LLC AND WILDROCK HOLDINGS, LLC**

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**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS,
AND ANCHOR HOLDINGS MP, LLC AND WILDROCK HOLDINGS, LLC**

This Development Agreement (the “Agreement”) is made and entered into on June 6, 2023, by the CITY OF ANGLETON, TEXAS, a home rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council of Angleton, Texas (the “City”), and ANCHOR HOLDINGS MP, LLC and WILDROCK HOLDINGS, LLC (the “Developer”), but becomes effective only upon the “Effective Date” as defined herein.

RECITALS

The City is a home rule city and municipal corporation that provides a full range of government services to its citizens.

The Developer has purchased approximately 879.9 acres of land located in the City’s extraterritorial jurisdiction (“ETJ”) the ETJ), which acreage is more particularly described in **Exhibit A** (the “Tract”). The City wishes to provide for the orderly development of the Tract, as provided by Chapter 212, Texas Local Government Code.

Brazoria County Municipal Utility District No. 82 (the “District”) was created over the Tract by SB2147, Texas Legislature, 83rd Regular Session, 2021 (as codified in Texas Special District Local Laws Code Chapter 8153).

The Developer intends to develop the Tract for residential uses, multi-family uses, and commercial uses. The development will occur in phases, and the Developer anticipates that each phase will be platted separately.

The Developer desires an agreement providing for long-term certainty in regulatory requirements and development standards by the City regarding the Tract.

The City and the Developer agree that the development of the Tract can best proceed pursuant to a development agreement.

It is the intent of this Agreement to establish certain restrictions and commitments imposed and made in connection with the development of the Tract. The City and the Developer are proceeding in reliance on the enforceability of this Agreement.

AGREEMENT

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

**ARTICLE I
DEFINITIONS**

Section 1.01 Terms. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

City means the City of Angleton, Texas.

City Council means the City Council of the City or any successor governing body.

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Commission means the Texas Commission on Environmental Quality and its successors.

County means Brazoria County, Texas.

Developer means Anchor Holdings MP, LLC and Wildrock Holdings, LLC or successors or assigns.

Development Code means those portions of the City's Land Development Code (Chapter 23 of the City's Code of Ordinances, and any related policies and procedures, to the extent such are applicable to development in the City's ETJ as such code, policies, and procedures exist as of the Effective Date, including the clarifications, modifications, and amplifications listed in Sections 3.07 Parks and Recreational Facilities, and 3.16 Site Plan and Public Improvements, Sections 3-22 and 3-25 which modifications are hereby approved by the City. The term does not include provisions of such code that are not enforceable in the City's ETJ pursuant to law as of the Effective Date. including, without limitation lot size, density restrictions, zoning, and external building materials.

District means Brazoria County Municipal Utility District No. 82, a municipal utility district created pursuant to Chapter 8153 of the Special District Local Laws Code and whose purposes include supplying a public water supply, sanitary sewer services, drainage services, roads, and parks and recreational services to the areas within its boundaries, and also means any other property annexed into the District.

ETJ means the extraterritorial jurisdiction of the City.

Effective Date means the date of execution following the final City Council action to approve this Agreement.

HOA means a homeowners' association for the homes within the Tract.

Land Plan means the general, conceptual master plan for development of the Tract attached hereto as **Exhibit E**, as it may be revised from time to time in accordance with this Agreement. It includes the proposed locations of land uses, streets, phasing of development, important physical features, and other applicable information for the entire area to be subdivided in accordance with the Development Code.

Non-Traditional Homes means and shall include townhouses, patio homes, single-family detached homes with shared driveways.

Person means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

Planning Commission means the Planning and Zoning Commission of the City.

SPA means a strategic partnership agreement between the City and the District that is authorized by Section 43.0751, Texas Local Government Code and substantially in the form attached hereto as **Exhibit J**.

Substantial Change means any change or amendment to the Land Plan or series of changes or amendments to the Land Plan that (i) would cause the total number of lots in the Development Plan to exceed 2487 lots or, (ii) any change to the Development Plan that would cause a material change in the major thoroughfares and collector streets layout, or (iii) a change to the park layout that reduces the amount of parkland in the Tract to less than what is required under the Development Code or

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approved modifications, or (iii) the addition of land to the Development Plan. The relocation or movement of internal streets or tract lines within the Tract shall not constitute a Substantial Change.

Tract means all the land described in the attached **Exhibit A**, and land subsequently annexed into the District.

Ultimate Consumer means the purchaser of a tract or lot within the Tract who does not intend to resell, subdivide, or develop the tract or lot in the ordinary course of business. For example, a homeowner is an Ultimate Consumer.

Section 1.02 Exhibits. The following Exhibits are attached to this Agreement as though fully incorporated herein:

Exhibit A	The Tract
Exhibit B	[Reserved]
Exhibit C	[Reserved]
Exhibit D	Commercial Tract
Exhibit E	Land Plan
Exhibit F	Park Land Plan
Exhibit G	[Reserved]
Exhibit H	Signage
Exhibit I	Roadway Facilities
Exhibit I-1	Pavement Facility Cross Section
Exhibit J	Form of Strategic Partnership Agreement
Exhibit K	Form of Assignment and Assumption of Development Agreement
Exhibit L	Infrastructure Permit Submittal Fee Schedule

ARTICLE II

LAND PLAN, PLATTING, AND MUNICIPAL UTILITY DISTRICT

Section 2.01 Introduction. The Tract is to be developed as a residential and mixed-use commercial community. The land uses within the Tract shall be typical of a residential development with residential, commercial, multi-family, institutional, and recreational facilities in conformance with the approved Land Plan, as described in Section 2.04.

Section 2.02 Municipal Utility District. The City on the same date it approved this Agreement, consented to the creation of Brazoria MUD 82, and authorized the creation of additional MUDs by way of division by the District. The City will adopt a consent resolution approving the creation of Brazoria MUD 82 within (30) thirty days of the Effective Date. The Developer may perform any of its obligations under this Agreement, by, with, or on behalf of the District, or any other MUD created by the District, and the District and any other MUD created by the District is entitled to develop its facilities in accordance with the terms and standards contained in this Agreement.

Section 2.03 Expansion of ETJ. The Developer filed with the City a Petition to Extend the City's ETJ over the entire Tract. City approved and adopted Ordinance 20221213-022 on December 13, 2022 expanding the ETJ to include the entire tract.

Section 2.04 Land Plan and Amendments Thereto. The City and the Developer acknowledge that the Land Plan is the Concept Plan for the development of the Tract. The Land

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Plan attached as **Exhibit E** is hereby approved by the City. This approval shall constitute approval of a “Concept Plan” or “Master Plan” pursuant to Development Code Section 23-104 and Section 23-120 for all purposes. The Parties acknowledge and agree that the Land Plan will be revised and refined by the Developer as the Developer continues its investigation of the Tract and prepares a feasible and detailed plan for the development of the Tract, provided that in no case shall the Land Plan be revised to contradict any of the requirements of this Agreement. In the event the Developer proposes a Substantial Change in the Land Plan, the Substantial Change must first be approved by the City Council in accordance with the procedural requirements of the Development Code and the substantive requirements of this Agreement. Changes to the Land Plan that are not Substantial Changes do not require City approval, and the City Manager is hereby authorized to approve changes in the Land Plan that are not Substantial Changes. The initial Land Plan does not require submission to or approval by the Planning and Zoning Commission. Any requested Substantial Change in the Land Plan will be submitted, without the lot sizes, to Planning and Zoning Commission for review and recommendation to Council.

Section 2.05 Termination for Failure to Begin Development. Provided the City gives Developer prior notice of such termination and Developer fails to cure within 30 days of receipt of notice; the City shall have the right to terminate this Agreement upon which action it shall be of no further force and effect if the Developer has not either: (a) issued a Notice to Proceed on a construction project within the Tract, or (b) actually commenced work, with or without a “Notice to Proceed” on such a construction project, within three (3) years from the effective date of this Agreement. As used in this Section 2.05, “construction project” means any work on the Tract or on rights-of-way adjacent to the Tract that is necessary to be carried out in the process of development of the Tract as a single-family community, including, without limitation, utilities installation and paving.

ARTICLE III

DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

Section 3.01 Regulatory Standards and Development Quality. The City and the Developer agree that one of the primary purposes of this Agreement is to provide for quality development of the Tract and certainty as to the regulatory requirements applicable to the development of the Tract throughout the development process. Feasibility of the development of the Tract is dependent upon a predictable regulatory environment and stability in the projected land uses. In exchange for Developer’s performance of the obligations under this Agreement to develop the Tract in accordance with certain standards and to provide the overall quality of development described in this Agreement, the City agrees to the extent allowed by law that it will not impose or attempt to impose any moratoriums on building or growth within the Tract.

By the terms of this Agreement, the City and the Developer intend to establish development rules and regulations which will ensure a quality, unified development, yet afford the Developer predictability of regulatory requirements throughout the term of this Agreement. The City and the Developer agree that development of the Tract shall be subject to the Development Code as defined, not including future amendments or changes, except that after twenty-five (25) years from the effective date of this Agreement, development of the Tract shall be subject to the Development Code Design Standards as amended at the time.

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Section 3.02 Water/Wastewater/Drainage Services.

- (a) The Developer will develop the water supply, storage, and distribution system; wastewater collection and treatment system; and stormwater control and drainage system (collectively, the "Utility System") to serve the Tract.
- (b) The Developer may enter into one or more reimbursement agreement(s) with the District to seek reimbursement for the costs of the water, wastewater, and drainage facilities referenced in this Agreement, as well as, to the extent allowed by law, the park and recreational facilities and the street and road facilities referenced in this Agreement.
- (c) Neither the District, Developer, nor the homebuilder, nor their successors and assigns, shall be obligated to apply for, pay for, or obtain from the City a Residential or Commercial Building Permit throughout the life of this Agreement.
- (d) The District shall install a wastewater treatment plant to serve the District, in phases. Prior to the District completing its installation of a wastewater treatment plant, the City acknowledges and consents to the District pumping wastewater from its sanitary sewer lines and hauling such wastewater to an off-site wastewater treatment facility if the District has obtained all necessary Commission permits. The District shall install the necessary facilities to provide water and serve the District in phases and all facilities shall be completed consistent with the current utility requirements and demands of the Development prior to annexation or dedication.
- (e) The District shall install a water plant to serve the District, in phases. Prior to the District completing its installation of a water plant, the District shall install the necessary facilities to provide water and serve the District in phases and all facilities shall be completed consistent with the current utility requirements and demands of the Development prior to annexation or dedication.
- (f) The MUD may obtain water and wastewater service from a third-party utility provider, including a private company or partnership, as long as the MUD has the option to purchase the water and wastewater facilities prior to the City annexation and dissolution of the MUD, as provided in the Strategic Partnership Agreement, to serve the Tract with water and wastewater service.
- (g) City and Developer agree all water and wastewater facilities are to be inspected at the time of dedication or annexation by Developer or MUD and MUD shall ensure the facilities are in compliance with TCEQ requirements, and subsequent to inspection the MUD shall be responsible for the expense of any necessary repairs or modifications to eliminate any TCEQ deficiencies and to assure complete compliance with all TCEQ requirements.

Section 3.03 Design Standards for the Utility System.

- (a) The Developer will design and construct the Utility System in accordance with standards in the Development Code.
- (b) The Developer shall provide written certification to the City from a professional engineer registered in the State of Texas that the plans for any portion of the District's Utility System meet the design criteria in the Development Code Subject to such

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certification from a registered professional engineer and approval of the plans by the City Engineer, no approval by the Planning Commission or the City Council is required for construction of the District's Utility System.

Section 3.04 Platting. The Developer will plat the land within the Tract in accordance with the Development Code.

Section 3.05 Lot Size The Developer currently proposes land uses as shown on the Land Plan attached as **Exhibit E**. For purposes of this Agreement, the Developer can develop the Tract to any residential lot size without limitation subject to the terms of and lot sizes set out below in this Agreement. The Developer agrees that it will develop traditional single-family lots in at least three different lot sizes as set out below, and the lot sizes for traditional single-family homes will not include any lot size smaller than fifty (50) feet. The Developer will also develop lots for Non-Traditional Homes to provide an additional mix of product types within the community, for which the fifty (50) foot lot minimum does not apply. The Developer agrees that the mix of housing product at ultimate build out will meet the following:

Lot Size/Product Type	Minimum Percentage of Lots
50-54 feet	10%, provided, however, not more than 50% of the number of lots will be within this lot size
55-59 feet	10%
60+ feet (includes 60s,65s, 70s, 75s, 80s)	10%
Non-Traditional Homes	10%

Section 3.06 Fees and Charges. The Developer agrees to pay the City platting, plan review fee, and inspection fee or deposit against expenditures as set out in Section 30-5 of the Angleton Code of Ordinances, and Security as set out in Section 23-36, and agrees to comply with the terms set out in Sections 23-36 and 30-5 as they relate to fees and charges, and as shown on **Exhibit L**.

The City may periodically increase fees as shown on **Exhibit L** as applied to development in the Tract, provided the following conditions are met:

- (a) the rates and charges are uniformly applied to all development in the ETJ and within the City limits;
- (b) the rates and charges applicable to this Development are changed only once within any 12-month period; and
- (c) any annual rate increase will not to exceed the annual increase in the CPI for the Houston region, provided however, the City may increase rates by 50% once within the first two years of the Effective Date.

Neither the District, the Developer nor any homebuilder is required to pay impact fees, capacity fees, or connection charges to the City unless they are connecting to a City facility. This section does not apply to the payment of fees in lieu of park land.

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Section 3.07 Parks and Recreational Facilities.

- (a) The Developer intends to develop more than 200 acres of reserve, preservation parkland, and open space, including but not limited to active and passive parks, walking trails, recreational centers, detention and drainage facilities with recreational amenities, landscaping and trails along major thoroughfares (collectively, the "Community Park System") as shown on **Exhibit F**. The timing of the dedication of the Open Space will follow the development of the District and will continue throughout the development of the District.
- (b) The City and the Developer agree that substantive and procedural detail contained in this Section will apply to the development of park facilities for this Development:
- (i) The Developer will dedicate a minimum of 200 acres of land to the MUD (which will ultimately be owned by the City after annexation) and will spend a minimum of \$4,045,000.00 on the development of improvements within those facilities.
 - (ii) The dedication and development of the park facilities will occur in phases to coincide with platting and development of homes, specifically: the Developer will dedicate to the MUD any land shown in the Park Master Plan as the Developer plats the land adjacent to the proposed parkland, and the Developer will construct the improvements on the parkland within 1 year of the recording of the plat. As long as the Developer is dedicating parkland and making improvements in accordance with this Agreement, approval of individual plats within the development do not require contemporaneous dedication of park land development, payment of fee in lieu, or posting of a bond or other security, as the City is entitled to compel the required dedication through specific performance under this Agreement.
 - (iii) The Developer will pay, or cause the MUD to pay, to the City a park fee equal to \$784.00 per single-family residential connection to the MUD water system. Payments will commence no later than six months after the first residential connection to the MUD water system and continue thereafter as set out in this agreement. The amount of the payment will be equal to \$784.00 multiplied by the number of new single-family residence connections to the MUD water system. The Developer and the City agree to cooperate in the reporting and exchange of information. Payment to the City shall occur every six months until completion of construction of all single-family homes. Payment by Developer or MUD to City will occur within thirty (30) days after the end of the initial six-month period and payments shall be automatically made to the City and continue every six (6) months thereafter.
 - (iv) The City agrees to use the park fees for regional municipal park and recreational facilities within the City in accordance with the City policies and Code of Ordinances. Residents of the MUD will have access to such park and recreation facilities under the same terms and conditions as those residing within the corporate city limits of the City.

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- (v) The City agrees that the Developer's dedication of parkland and development of such land in accordance with this Agreement, as described above and illustrated and as shown on **Exhibit F**, is in lieu of the parkland dedication requirements in the Development Code and the City will not require any other parkland development or fees for the development of the Tract.
- (c) The City agrees that the Developer shall make provisions for public park and recreational facilities to serve the Tract to be financed, developed, and maintained by the District, to the extent authorized by state law. The Developer agrees that any such amenities may be dedicated to the District for ownership and operation and shall not be the responsibility of the City unless and until the City annexes the District, in which case the amenities owned by the District would become the property of the City. However, sites for stormwater detention systems shall be conveyed to and operated and maintained by the District. Notwithstanding the foregoing, prior to the first connection to the District's water supply system within the Tract being developed, the Developer shall enter into a contract with the HOA, or other entity acceptable to the City, but referred to as "HOA" in this subsection. Said contract shall provide that the land within the Tract shall have reserved stormwater detention capacity within the system and shall further provide that if the District is dissolved pursuant to any applicable law, the HOA, prior to the effective date of dissolution, shall accept maintenance responsibility for the landscaping of the stormwater detention system. If the City is annexing the District for a limited purpose, the District will continue to maintain and operate the stormwater detention facilities. If the City annexes the District for full purposes and dissolves the District, the City shall own, operate and maintain the stormwater detention system upon dissolution.
- (d) Prior to commencement of formal design of the Recreational Center and at the time a preliminary plat with the recreation center (as shown on **Exhibit F**), the City and the Developer agree to meet to discuss design elements as well as the recreational components of the Recreational Center.

Section 3.08 Fire Protection Services. The Developer shall dedicate at no cost to the City of Angleton, or the entity designated with responsibility for fire protection a site for a fire station within the Tract. This Fire Station Site will be no less than 1.5 acres in size, at a mutually agreeable location to the Developer and the City or the fire protection entity. The site shall have off-site detention capacity available in the District's detention facilities. The City will not provide compensation for the donation of the site but will upon request, execute an IRS Form 8283 acknowledging the fair market value of the donation of land.

Section 3.09 Other Site Dedication for City Facilities. The Developer will dedicate to the City (or to the MUD for further conveyance to the City) two sites, at locations to be mutually agreed upon for the following:

- (a) A parcel not less than 2 acres for a future water plant or elevated storage tank site.
- (b) A parcel not less than .1-acre along SH 288 for a City of Angleton welcome sign.

The City will not provide compensation for the donation of the site but will upon request, execute an IRS Form 8283 acknowledging the fair market value of the donation of land.

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Section 3.10 Liability of Ultimate Consumer. Ultimate Consumers shall have no liability for the failure of the Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants and land use restrictions applicable to the use of their tract or lot.

Section 3.11 City Ordinances Applicable in the Tract. As provided in Texas Local Government Code Section 212.172, the Developer and the City agree that the City's regulatory authority over the Tract will be as follow:

- (a) The Development Code as previously defined herein.
- (b) The City's Ordinances related to nuisance and noise, discharge of firearms, and use of fireworks, as amended.
- (c) Any other provisions of the City's Ordinances that are applicable by their terms and by law in the ETJ.

Section 3.12 Homeowners' Association. The Developer will create detailed Deed Restrictions and a HOA that will enforce the Deed Restrictions and be made legally responsible to maintain all common areas, private streets, recreation reserves and common amenities not otherwise dedicated to the public or the District. All land and facilities dedicated to the District shall be maintained by the District. In the event the HOA becomes insolvent or fails to maintain proper documentation and filings with the State of Texas as required and loses its authority to operate and transact business as a property owner's association in the State of Texas, then the City shall have the right to, but is not obligated to, enforce the Deed Restrictions and other matters as set forth in this Agreement and shall have all authority granted to the HOA by virtue of this document and related Property Owner's Association Bylaws, including, but not limited to, the authority to impose and collect maintenance fees and other necessary fees and assessments to further the upkeep of subdivision improvements as stipulated herein and as deemed necessary by the City.

- (a) Maintenance of such open spaces shall be the responsibility of the District, subdivider, builder, or the HOA.
- (b) The articles of the HOA shall require homeowner assessments sufficient to meet the necessary annual cost of the improvements (but may account for developer subsidy in the first 10 years). Further, the articles shall provide that the HOA shall be required to expend money for the improvements and repairs to maintain all infrastructures under its jurisdiction. Further, the articles shall require that the HOA file with the City annual reports of maintenance and that the HOA shall be required to initiate all needed repairs in a timely manner.

Covenants, conditions, and restrictions for the HOA must be filed in each Phase.

Section 3.13 Deed Restrictions Regarding Building Regulations. The Developer shall ensure that the HOA and the deed restrictions over the Tract will effectively serve to enforce the building regulations within the restrictive covenants for the Tract. Building regulations for the Tract shall be memorialized in a separately filed covenant that requires all single-family homes within the Tract to be developed in accordance with the following building regulations:

- (a) Primary exterior finishes are limited to brick and stone (natural, cast, or cultured-textured) and shall comprise of at least 100 percent of the front facades and 75 percent of the side facades. The area of the facade shall exclude eaves, fascia, and door and window openings.

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- (b) Secondary exterior finishes shall include wood, ceramic tiles, and fiber cement siding. Use of architectural metals is limited to canopies, roof systems, and miscellaneous trim work and such use shall meet the durability standards of the development code.
- (c) The following building materials shall not be used on the exterior finish:
 - i. Vinyl siding, wood fiber hardboard siding, oriented strand board siding, plastic, or fiberglass panels.
 - ii. Smooth or untextured concrete surfaces.
 - iii. Exterior Insulated Finish Systems.
 - iv. Unfired or underfired clay, sand, or shale brick.
- (d) Front home elevation repetition restrictions.
- (e) Prior to the first construction of the first commercial building (not including schools) within the Tract, the Developer shall submit commercial guidelines, or design guidelines, design pattern book or design manual that includes the master commercial exterior building materials, and architectural guidelines to the City for review and comment. Thereafter, the Developer shall include such architectural guidelines in its deed restrictions to be enforced by the Developer or HOA. Upon request, the HOA or Developer will certify to the City that each commercial building conforms to the Commercial Guidelines. The Commercial Guidelines will provide that commercial properties developed along FM 521 will match or complement the external building materials of the public schools constructed along FM 521 within the Tract.

Nothing herein shall be construed as requiring the Developer, or anyone else constructing within the Tract to apply for or obtain a building permit from the City.

Section 3.14 Signage. The community monument signage is illustrated on **Exhibit H**, and the City approves the style and materials associated for that sign. Within forty-five (45) days from the Effective Date, the Developer will submit to the City for approval a master signage plan for the Tract that includes community monument signs, wayfinding signs, commercial signs, community advertising signs on SH 288, and may include any other type of sign within the community that the City and the Developer wish to include. Once the sign master plan is approved, the City will not require a sign permit for any sign on the Tract that meets the requirements of the sign master plan, using similar design and materials shown in **Exhibit H**. Once approved, the Developer may construct any signs in the approved master signage plan without a permit. Any other sign within the Tract will require a sign permit in accordance with the Development Code.

Section 3.15 Prohibition of Rental Communities. The Developer shall be prohibited from creating or allowing “rental communities” within the District. A “rental community” shall mean any phase of the development comprised of residential single-family houses, where ten percent (10%) or more of the houses are owned by corporate or business entities who own more than one house within said phase. Renters who rent from private owners who are not corporations or business entities

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owning more than one house within the phase of the development are not included in said calculation. Developer shall enforce this prohibition by including it in the Deed Restrictions and restrictive covenants covering the development.

Section 3.16 Site Plan and Public Improvements. The following shall apply to all development in the Tract:

- (a) Adequate and Safe Access. All subdivisions containing 30 or more lots must have at least two points of 100-year storm compliant public access constructed to ACM standards, that connect to paved public streets.
- (b) The city council shall approve subdivisions that have more than 30 lots, but fewer than 50 lots, with a single entrance to a paved public street provided that such a connection to an existing paved public street is designed as a boulevard with a width sufficient on each driving lane for fire truck access, with an unbroken median length of 100 feet, unless left-turn lanes and median breaks, designed to ACM standards, are installed at any crossing streets.
- (c) The city council shall approve subdivisions that have more than 50 lots, with a single entrance to a paved public street subject to the entrance to the development being designed as a boulevard with a width sufficient on each driving lane for fire truck access, with an unbroken median length of 150 feet, unless left-turn lanes and median breaks, designed to ACM standards, are installed at any crossing streets, subject to a phasing plan that stipulates when the second access will be provided and the developer or subdivider posts surety for the second access point. The council may defer plat recordation until adequate access is provided.
- (d) Where more than one street connection to paved public streets are required, both connections, when located in close proximity to creeks, bayous, and flooding hazards shall be designed so that each street is accessible in a 100-year storm to prevent water from over-topping each road. Only one street may not be located over a potential hazard, such as a high-pressure pipeline, unless such a connection is required by the FTP and the utility provider consents to such a crossing.
- (e) Blocks shall generally not exceed a length of one thousand four hundred (1,400) feet except where property is adjacent to arterial streets, railways, waterways, drainage channels, detention ponds, parks, nature preserves, wetlands, pipelines, incompatible uses, or along the overall development boundary.
- (f) Turnarounds are required for partial streets or half streets only if they exceed one hundred fifty (150) feet in length.
- (g) A site plan shall be required, and the Angleton Director of Building Services shall review and approve such site plan for any of the following: 1) private amenity or facility comprised of one or more buildings (such as a private recreation, swimming facility, or clubhouse, etc.); 2) a golf course; or 3) a gated (restricted access) entrance into the development. In these instances, site plan submission and approval shall be required for these elements (a site plan showing the entirety of the proposed subdivision is not required). Site plan submission and approval by the City of Angleton Development Services Director shall be in accordance with subsection 23-88.

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ARTICLE IV ROAD FACILITY CONSTRUCTION

Section 4.01 Road Facility Construction.

- (a) The Development Plan reflects proposed streets to be constructed by the Developer, that shall be constructed in accordance with all rules and regulations of all governmental entities having jurisdiction.
- (b) Neither the Developer nor the District will be required by the City to construct any roadway improvements outside of the boundaries of the District.
- (c) The Developer shall comply with the requirements of Brazoria County and the City concerning improvements to any major thoroughfares as identified on the City or County Thoroughfare Plan. The required right-of-way dedication for such major thoroughfares shall occur at or before the time of the first plat submittal in the development.

At such time of the plat submittal for land adjacent to such major thoroughfares in the development, Developer shall construct in phases the related road improvements.

The Developer shall develop the public roadway system within the Tract as shown on **Exhibit I**, which reflects the layout of major roadways including thoroughfares and collectors. The City agrees the Developer shall build the roads in accordance with the roadway detail and cross section shown on **Exhibit I-1**.

Section 4.02 State Highway (SH)288 Frontage Road Improvements and Future Angleton Town Center Development. The Developer and the City agree that the portion of the Property along SH 288 may be developed as a future mixed-use development, which would require frontage roads and access to SH 288. The Developer agrees it will not develop the portion of the Tract shown on **Exhibit D** ("Commercial Tract") with residential development, without the City's consent, for a period of up to four (4) years from the Start Date* as follows:

- (a) The Developer will not develop the Commercial Tract as residential within the first 2 years from the Start Date if the Developer and the City secure an agreement with TxDOT and the County within that time for the development and funding of these frontage roads.
- (b) If such an agreement is approved within the 2-year period, the Developer will not develop the Commercial Tracts for residential if a contract for the construction of the frontage roads is awarded and notice to proceed issued within 2 years from the approval of the agreement described in subsection (a).

Developer shall pay for the preliminary engineering and financial plan necessary to initiate negotiations with the County and the Texas Department of Transportation ("TxDOT"). Developer shall dedicate any additional right of way for the frontage road that Developer owns without cost to TxDOT or the City.

*For purposes of this section of the Agreement, "Start Date" means the date notice to proceed is issued for the first contract for public infrastructure within the Tract. The Developer will provide a copy of this notice to proceed to the City within seven (7) days of its delivery to the contractor.

**ARTICLE V
ANNEXATION OF THE TRACT**

Section 5.01 Annexation by the City. The City agrees to annex the District into the City limits only in accordance with its consent to the creation of the District and the Strategic Partnership Agreement (SPA).

Section 5.02 Strategic Partnership Agreement. Section 43.0751, Tex. Local Gov't Code (the "Act"), provides for the negotiation and implementation of "strategic partnership agreements" between cities and municipal utility districts, whereby the continued existence of the district and various areas of governmental cooperation may be provided for by agreement. The Developer agrees to work with the District to enter into a strategic partnership agreement between the City and the District in a form similar to the form of agreement attached hereto as **Exhibit J**. The SPA Agreement will be completed and approved by the City within ninety (90) days from the Effective Date

Section 5.03 Disclosures. Pursuant to Texas Local Government Code Section 212.172(b-1), the parties understand and agree as follows:

- (a) The Developer is not required to enter into this Agreement.
- (b) Upon execution of this Agreement, the City may annex the District pursuant to the provisions of Tex. Loc. Gov't Code Sec. 43.0751.
- (c) At the time of the Full Purpose Annexation Conversion Date, as defined in the Strategic Partnership Agreement attached hereto as **Exhibit J**, the land which is included within the District's boundaries shall be deemed to be annexed into the City limits without the need for further action by the City or City Council; or

Pursuant to Sec. 43.0751(h), upon request from the District, the City may terminate this Agreement and annex the District for limited or full purposes prior to the Full Purpose Annexation Conversion Date under the consent annexation procedures contained in the Texas Local Government Code Chapter 43 Subchapter C-1.

- (d) Upon the Full Purpose Annexation Conversion Date, the land contained in the District may be annexed without the Developer's further consent. However, the land may only be annexed prior to such date with the Developer's consent pursuant to Sec. 43.0751(h).
- (e) Pursuant to Tex. Loc. Gov't Code Sec. 212.172(i), the City waives immunity from suit for the purpose of adjudicating a claim for breach of this contract.

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ARTICLE VI PROVISIONS FOR DEVELOPER

Section 6.01 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, 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.

Section 6.02 Developer's Right to Continue Development. The City and the Developer hereby agree that subject to any terms in 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.

Section 6.03 Uniform Treatment. Notwithstanding any provision herein to the contrary, neither the Developer nor the District shall be required to design or construct public infrastructure to a standard higher than a standard made applicable hereafter to another conservation and reclamation district or developer developing land within the City's extraterritorial jurisdiction, it being the intention and desire of the City that development of the Tract not be at a competitive disadvantage with other developments within the City's extraterritorial jurisdiction.

ARTICLE VII DEFAULT, NOTICE AND REMEDIES

Section 7.01 Event of Default. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement and the Developer shall follow the development plans as set out in the Land Plan.

- (a) The parties acknowledge and agree that any material deviation from the Land Plan and the concepts of development contained therein and any material deviation by Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and therefore, would be an "Event of Default" of this Agreement.
- (b) Each of the following events shall be an "Event of Default" by the Developer under this Agreement, once the applicable time to cure, if any, has expired:
 - i. The Developer shall fail to comply with any term, provision or covenant of this Agreement, and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the City to the Developer;
 - ii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

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- iii. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
 - iv. 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;
 - v. Any representation or warranty confirmed or made in this Agreement by the Developer was untrue as of the Effective Date.
- (c) Each of the following events shall be an Event of Default by the City under this Agreement:
- i. The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the Developer to the City.
- (d) A material breach of this Agreement by Developer shall be deemed to have occurred in any of the following instances:
- 1. Developer's failure to develop the Tract in compliance with the approved Land Plan, as from time to time amended; or Developer's failure to secure the City's approval of any Substantial Change to the Land Plan; or
 - 2. Failure of the Developer to substantially comply with a provision of this Agreement or a City ordinance applicable to the Tract.
- (e) 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 be deemed to have occurred in any of the following instances:
- 1. The imposition or attempted imposition of any moratorium on building or growth on the Tract prohibited by State law or this Agreement;
 - 2. The imposition of a requirement to provide regionalization or oversizing of public utilities through some method substantially or materially different than the plan set forth in this Agreement;

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3. An attempt by the City to annex, in whole or in part, the property within the District prior to the occurrence of the conditions set forth in Article V of this Agreement;
4. An attempt by the City to enforce any City ordinance within the Tract that is inconsistent with the terms of this Agreement;
5. An attempt by the City to require modification or amendment of the Land Plan where it complies with the requirements of this Agreement; or
6. An attempt by the City to unreasonably withhold approval of a plat of land within the Tract 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 Article shall provide the remedies for such default.

Section 7.02 Notice of Developer's Default.

- (a) The City shall notify the Developer 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 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. 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 in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may proceed to mediation under the Agreement and subsequently exercise any other remedy.

Section 7.03 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

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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 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 this Agreement and subsequently exercise the applicable remedy.

Section 7.04 Mediation. In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in this Agreement, the parties agree prior to the filing of any legal action 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 seven (7) days after the mediation is initiated or thirty (30) days after mediation is requested. The parties participating in the mediation shall share the costs of the mediation equally.

Section 7.05 Remedies.

City's Remedies.

With respect to the occurrence of an Event of Default the City may pursue the following remedies:

The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement. The City shall not terminate this 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 Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, 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 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.

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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.

The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Developer's Remedies.

Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal remedy or remedies specifically including damages as set forth below, and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

No remedy herein conferred or reserved is intended to be inclusive 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.

The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

- (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, the City may, subject to the provisions of this Agreement, 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, the Developer 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 to enforce compliance with or termination of this Agreement.

**ARTICLE VIII
BINDING AGREEMENT, TERM, AMENDMENT, AND ASSIGNMENT**

Section 8.01 Beneficiaries. This Agreement shall bind and inure to the benefit of the City and the Developer, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Tract and shall be binding on all future developers and owners of any portion of the Tract, other than Ultimate Consumers. Notwithstanding the foregoing statement, an Ultimate Consumer shall be bound by the Developer's submittal of the annexation petition required by Article V, to the extent allowed by law, and shall be bound by the Developer's waiver of rights described in Section 6.01. The District and any business entity that is constructing improvements within the District are third-party beneficiaries of this Agreement.

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Section 8.02 Term. This Agreement shall bind the parties and continue for thirty (30) years from the Effective Date of this Agreement (the “Initial Term”), unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and Developer. Upon the expiration of the Initial Term, this Agreement may be extended, at the Developer’s request and with City Council approval, for successive one-year periods up to a maximum total term of forty-five (45) years. The provisions of Articles II and III of this Agreement are intended to survive the termination of this Agreement.

Section 8.03 Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties shall promptly execute and file of record, in the County Clerk Official Records of Brazoria County, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred.

Section 8.04 Assignment or Sale. If the Developer proposes to sell substantially all of the Tract, or all of the Tract owned at such time by the Developer, the Developer shall provide notice of such sale to the City, within thirty (30) days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City as follows;

- (a) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (b) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;
- (c) the notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

. Any person who acquires the Tract or any portion of the Tract, except for an Ultimate Consumer shall take the Tract subject to the terms of this Agreement. The terms of this Agreement are binding upon Developer, its successors and assigns, as provided in Section 8.01 above. Provided, however, the Developer’s assignee shall not acquire the rights and obligations of the Developer unless the Developer and assignee enter into a written assignment agreement in the form attached as **Exhibit K**. Developer shall notify any purchaser of the Tract or any portion thereof of this Agreement and its application to the development of the Tract.

Section 8.05 Transfer of Control of Developer. As set forth in Section 8.04, the Developer shall promptly notify the City of any substantial change in ownership or control of that 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 a Developer. Developer shall notify any purchaser of the Tract or any portion thereof of this Agreement and its application to the development of the Tract.

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**ARTICLE IX
MISCELLANEOUS PROVISIONS**

Section 9.01 Notice. Any Notice, or Communication or other communications (“Notice”) required to be given by one party to another by this Agreement shall be in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same by hand delivery, (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 electronic transmittal with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City:	City of Angleton 121 S Velasco Angleton, Texas 77515 Attn: Chris Whittaker, City Manager Email: cwhittaker@angleton.tx.us
With Copy to:	Grady Randle Randle Law Office Ltd. L.L.P. 820 Gessner, Ste. 1570 Houston, Texas 77024 Attn: Judith El Masri Email: judith@igradyrandlepc.com
Developers:	ANCHOR HOLDINGS MP, LLC Address: 101 Parklane Blvd., Suite 102 Address: Sugar Land, Texas 77478 Attn: Mark Janik Email: mark@ashtongraydev.com
	WILDROCK HOLDINGS, LLC Address: 101 Parklane Blvd., Suite 102 Address: Sugar Land, Texas 77478 Attn: Mark Janik Email: mark@ashtongraydev.com
With copy to:	Richard Muller 202 Century Square Blvd Sugar Land, Texas 77478 Phone: (281) 500-6050 Email: richard@mullerlawgroup.com
Designated Mortgagee:	Simmons Bank

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Address: P. O. Box 7009
Address: Pine Bluff, AR 71611

With copy to:

Anchor Holdings MP, LLC
Address: 101 Parklane Blvd., Suite 102
Address: Sugar Land, Texas 77478
Attn: Mark Janik
Email: mark@ashtongraydev.com

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

Section 9.02 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

Section 9.03 Severability. 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 and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 9.04 Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material 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.

Section 9.05 Applicable Law and Venue. 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.

Section 9.06 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 9.07 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.

Section 9.08 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.

Section 9.09 Effect of State and Federal Laws. Notwithstanding any other provision 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

Section 9.10 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

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Charter, City ordinances and the 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 or partnership agreements of such entities.

Representations of City

- (i) This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any Applicable Law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

Representations of Developer

The Developer makes the following representations, warranties and covenants for the benefit of the City:

- (ii) Due Organization and Ownership. The Developer is a Texas Limited Liability Company validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.
- (iii) Due Authority: No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any Applicable Law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.
- (iv) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

Final Version

- (v) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.
- (vi) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

The City and Developer both represent that they have the authority to enter into this Agreement and to perform the obligations of the respective Parties.

Section 9.11 Anti-Boycott Verifications. The Developer and Landowner hereby verifies that they and their parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. 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 and Landowner understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer or Landowner and exists to make a profit.

Section 9.12 Iran, Sudan, and Foreign Terrorist Organizations. The Developer and Landowner represent that neither it nor any of its parent companies, 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:

Final Version

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

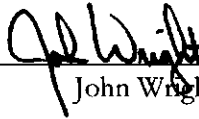
The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, 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 and Landowner understand “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and Landowner and exists to make a profit.

[EXECUTION PAGES FOLLOW]

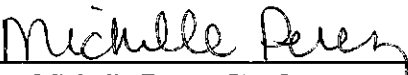
Final Version

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the 6th day of June, 2023.

CITY OF ANGLETON, TEXAS

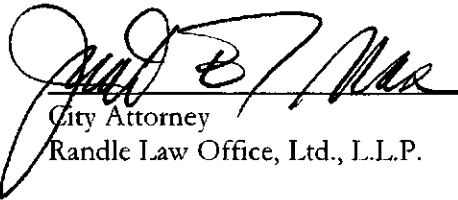
By: 
John Wright, Mayor

ATTEST:

By: 
Michelle Perez, City Secretary



APPROVED:



City Attorney
Randle Law Office, Ltd., L.L.P.

AGREED AND ACCEPTED as of June 6th, 2023.

ANCHOR HOLDINGS MP, LLC
a Texas limited liability company

By: SVAG Investments, LLC,
a Texas limited liability company

By: SVAG Asset Management, LLC,
a Texas limited liability company,
its Manager

By: 
Sudharshan Vembutty, Manager

WILDROCK HOLDINGS, LLC
a Texas limited liability company

By: SVAG Investments, LLC, a Texas
limited liability company, its manager

By: SVAG Asset Management, LLC,
a Texas limited liability company, its
manager

By: 
Sudharshan Vembutty, Manager



AGENDA ITEM SUMMARY FORM

MEETING DATE: October 24, 2023

PREPARED BY: Phillip Conner, Finance Director

AGENDA CONTENT: Conduct a Public Hearing, discussion and possible action to approve Resolution No. 20231024-010 authorizing and creating the Riverwood North PID, Public Improvement District for 35.6 acres, located north of Hospital Drive between N. Downing Street to the west and Buchta Road to the east. (Public Hearing left open on 10/10/23)

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The subject property consists of approximately 35.6 acres, generally north of Hospital Drive situated between N. Downing Street to the west and Buchta Road to the east.

On September 12, 2023, City Council authorized under resolution number 20230912-019, the calling for a public hearing and providing for the preparation of a Service and Assessment Plan for an overlay Public Improvement District known as Riverwood Ranch North Public Improvement District ((PID). The PID will apply to Phases/Sections 1 and 2 of the Riverwood Ranch development. The notice was published in The Facts Newspaper on September 21, 2023. Notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District.

The City approved and executed a Facilities and Creation Costs Reimbursement Agreement in July 2020. By execution and adoption of the reimbursement agreement the City agreed to:

- “promptly proceed to complete creation” of the Public Improvement District, and
- adopt a Service and Assessment Plan for Authorized Improvements [water, sewer, drainage, roads and park facilities] to be constructed by Developer, and reimbursed by the City and Assessments levied payable in increments over 30 years.
- commit to contributing 27% of the tax increment collected by the City on the taxable value of real property to a TIRZ Increment Fund created by the City.

- Reimburse developer from proceeds of assessments, proceeds from TIRZ Increment and Bonds

The term of the Reimbursement Agreement is 30 years.

The City agreed upon request of Developer to issue Bonds (secured solely by the Assessments levied on such lots and the TIRZ Increment) in order to reimburse the Developer for the costs of the Improvements.

In order for the bonds to be issued the Public Finance Division of the Texas Attorney General's Office reviews all public securities issued by governmental entities to review the legality of the transaction and provide approval of the public security. The Texas Attorney General, Public Finance Division has approved moving forward with issuance of bonds for Phases 3 and 4 by creating a new "overlapping" PID for Phases 3 and 4 to be known as Riverwood Ranch North PID. This recommendation was made to the City's bond counsel in light of a few issues identified by the Attorney General's office regarding creation of the Public Improvement District in 2019.

The City Council held a public hearing on October 10, 2023 and kept the public hearing open regarding this resolution.

RECOMMENDATION:

City Council should approve the Resolution Authorizing and Creating the Riverwood Ranch North Public Improvement District.

RESOLUTION NO. 20231010-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, AUTHORIZING AND CREATING THE RIVERWOOD RANCH NORTH PUBLIC IMPROVEMENT DISTRICT IN THE CITY OF ANGLETON, TEXAS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City received a petition from the owner of approximately 35.608 acres within the corporate limits of the City (the "*Petitioner*"), submitted and filed with the City Secretary of the City a petition (the "*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, such District to include the property and described by metes and bounds in Exhibit "A" (the "*Property*"), each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City of Angleton (the "*City Council*") received the Petition 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 District that is liable for assessment, and as such, the Petition complies with the Act; and

WHEREAS, the City Council accepted the Petition and called a public hearing for October 10, 2023, on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on September 21, 2023; and,

WHEREAS, on September 19, 2023, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on October 10, 2023; and

WHEREAS, on October 10, 2023, the City Council opened such public hearing on the creation of the District and continued such hearing to the October 24th City Council meeting; and

WHEREAS, On October 24, 2023, the Council heard any testimony for or against creation of the District and closed the public hearing;

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

SECTION 1. That the findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. That the Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with the Act.

SECTION 3. That pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and any evidence and testimony presented at the public hearing on March 20, 2023, hereby finds and declares:

- (a) *Advisability of the Proposed Improvements.* It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) *General Nature of the Authorized Improvements.* The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (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.
- (c) *Estimated Costs of the Authorized Improvements and Apportionment of Costs.* 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.

- (d) *Boundaries of the District.* Approximately 35.608 acres located north of hospital drive and west of Buchta road in the City Limits of Angleton. The boundaries of the District are set forth in Exhibit "A" attached hereto.
- (e) *Proposed Method of Assessment.* The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.
- (f) *Apportionment of Cost Between the District and the City.* The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners.
- (g) *Management of the District.* The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) *Advisory Board.* The District shall be managed without the creation of an advisory body.

SECTION 4. That the Riverwood North Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. That City staff is directed to cause to be prepared a Service and Assessment Plan for the District and to present it to the City Council for review and approval.

SECTION 6. That this Resolution shall take effect in accordance with the Act.

SECTION 7. That the City's staff is directed to file this Resolution in the real property records of Brazoria County within seven (7) days of its approval by City Council.

PASSED AND APPROVED THIS THE 24TH DAY OF OCTOBER 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

Given under my hand and seal of office this _____.

Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A

Exhibit A

LEGAL DESCRIPTION OF BOUNDARIES

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 Brazoria County Official Public Records (B.C.O.P.R.), 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, along the East line of Riverwood Ranch Subdivision, Section 2 (proposed), 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, continuing along the East line of Riverwood Ranch Subdivision, Section 2 (proposed), 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 continuing along the East line of Riverwood Ranch Subdivision, Section 2 (proposed) 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, continuing along the East line of Riverwood Ranch Subdivision, Section 2 (proposed), 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, continuing along the East line of Riverwood Ranch Subdivision, Section 2 (proposed), a distance of 240.48 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 continuing along the East line of Riverwood Ranch Subdivision, Section 2 (proposed) 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, continuing along the East line of Riverwood Ranch Subdivision, Section 2 (proposed), 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, continuing along the East line of Riverwood Ranch Subdivision, Section 2 (proposed) 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, continuing along the East line of Riverwood Ranch Subdivision, Section 2 (proposed), passing the Southeast corner of Riverwood Ranch Subdivision, Section 1 as recorded in C.C.F.N. 2021015058 of the B.C.O.P.R. at a distance of 49.00 feet, continuing along the East line of said Riverwood Ranch Subdivision, Section 1, a total 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 Brazoria County Plat Records;

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;

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.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/24/2023

PREPARED BY: Lupe Valdez

AGENDA CONTENT: Presentation by McClemore Luong on Animal Control Facility

AGENDA ITEM SECTION: Regular Agenda, Executive

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: TBD

FUND: TBD

EXECUTIVE SUMMARY:

Presentation and update on animal control facility.

RECOMMENDATION:

Requesting Direction from council



Welcome to
535 S ANDERSON STREET

FACILITY HOURS: M-F 9:00 A.M. - 6:00 P.M.
SATURDAY 8:00 A.M. - 10:00 A.M.
PHONE: (979) 848-5696

ANIMAL SERVICES

THE HEART OF BRAZORIA COUNTY
ANGLETON

ANGLETON POLICE
DEPARTMENT

October 19, 2023

CITY OF ANGLETON NEW ANIMAL SERVICE CENTER CONCEPTUAL DESIGN RECAP MCLEMORE LUONG

Agenda

- 1) Review of Initial Planning Study
 - History
 - Existing Conditions
 - Programming
 - Site Selection
 - Proposed Plan Options

- 2) Final Planning Deliverables
 - Final Building & Site Plan
 - Conceptual Renderings
 - Phased Budget Planning



**REVIEW OF INITIAL
PLANNING STUDY**

- HISTORY**
- EXISTING CONDITIONS**
- PROGRAMMING**
- SITE SELECTION**
- PROPOSED PLAN OPTIONS**

Existing Facility Assessment

History

- Pre-engineered metal building, built in 1992
- Originally built for public works maintenance storage until 2008
- Currently functions as animal services facility
- Current program is as follows:
 - 20 dog kennels
 - 35 cat kennels
 - 3 cat adoption rooms
 - Cat isolation room
 - Dog isolation room
 - Intake room
 - Recently renovated admin space
 - 1 Office
 - 1 Restroom
 - Surgery / IT /Storage room



Existing Facility Assessment

Site Walk / Observations

- Building Assessment Conclusion
 - The existing facility is at the end of its useful lifespan
 - Renovations and upgrades exceed the value of the building
 - Significant changes are required to bring the building to a useful level of service

- Animal Shelter Operations Conclusion
 - The existing facility DOES NOT support the mission of the Animal Services Division
 - The level of service expected by the residents of the City of Angleton cannot be sufficiently provided within the existing space allocated and in the condition of the existing facility



Program Verification

Room Data Sheets

- McLemore Luong engaged with staff to determine the necessary program needed to meet the operational goal of the Department
- Vetted out the **NEED FROM THE WANT**
- Phasing was considered from both a Level of Service and Budget Standpoint

McLEMORE LUONG

A.M.D.G.

Project Name	City of Angleton Animal Service Center Feasibility Study	Room Name	Reception
Client Name	City of Angleton	Room Number	
Building Name	Animal Control Facility	Department	
Building Address			
Project Phase	Future Programming		
Prepared By Client			
Prepared by MLA	Ryan McLemore		

General Room Description	
Functional Relationships	
Space Data	
Description of Activities	
Special Access Notes	

Environment	
Lighting	
HVAC	
Acoustics	
Safety	
Blinds	

Services	
Electrical	
Data	
Security	
Plumbing	
Fire System	

Finishes	
Room	
Doors	
Windows	

Equipment / Millwork	
AV	
Equipment	
Appliance	
Furniture	
Boards	
Millwork	
Countertop	
Animal Housing	

McLEMORE LUONG

A.M.D.G.

Project Name	City of Angleton Animal Service Center Feasibility Study	Room Name	Staff Offices
Client Name	City of Angleton	Room Number	
Building Name	Animal Control Facility	Department	
Building Address			
Project Phase	Future Programming		
Prepared By Client			
Prepared by MLA	Ryan McLemore		

General Room Description	
Functional Relationships	
Space Data	
Description of Activities	
Special Access Notes	

Environment	
Lighting	
HVAC	
Acoustics	
Safety	
Blinds	

Services	
Electrical	
Data	
Security	
Plumbing	
Fire System	

Finishes	
Room	
Doors	
Windows	

Equipment / Millwork	
AV	
Equipment	
Appliance	
Furniture	
Boards	
Millwork	
Countertop	
Animal Housing	

McLEMORE LUONG

A.M.D.G.

Project Name	City of Angleton Animal Service Center Feasibility Study	Room Name	Lobby
Client Name	City of Angleton	Room Number	
Building Name	Animal Control Facility	Department	
Building Address			
Project Phase	Future Programming		
Prepared By Client			
Prepared by MLA	Ryan McLemore		

General Room Description	Waiting area for the public
Functional Relationships	public restrooms, adoption areas, janitor's closet
Space Data	Area (SF) Ceiling Height (FT) # of Occupants 8 to 10 Hours / Shift
Description of Activities	Public check-ins and customer service area with seating
Special Access Notes	

Environment	
Lighting	Type Artificial Controls Individual Control CRI Normal Task No
HVAC	Type Standard HVAC Pressure Specific Temperature Range
Acoustics	Type STC / ICC Specific Requirements
Safety	Type Video Surveillance
Blinds	Type Sunshade Controls Manual

Services	
Electrical	Type Outlets Yes Location Wall
Data	VoIP No Tele No UPS Conduit Only
Security	CCTV Access Control Public Address Yes
Plumbing	Sink No Floor No Eye No Trench No Filtration No
Fire System	Type Alarm

Finishes	
Room	Floor Stained Concrete Ceiling Acoustical Walls Gypsum Paint Base Concrete Curb
Doors	Type Full Glass Hardware Door Lever Security Card Reader
Windows	Type Aluminum Security Operable No

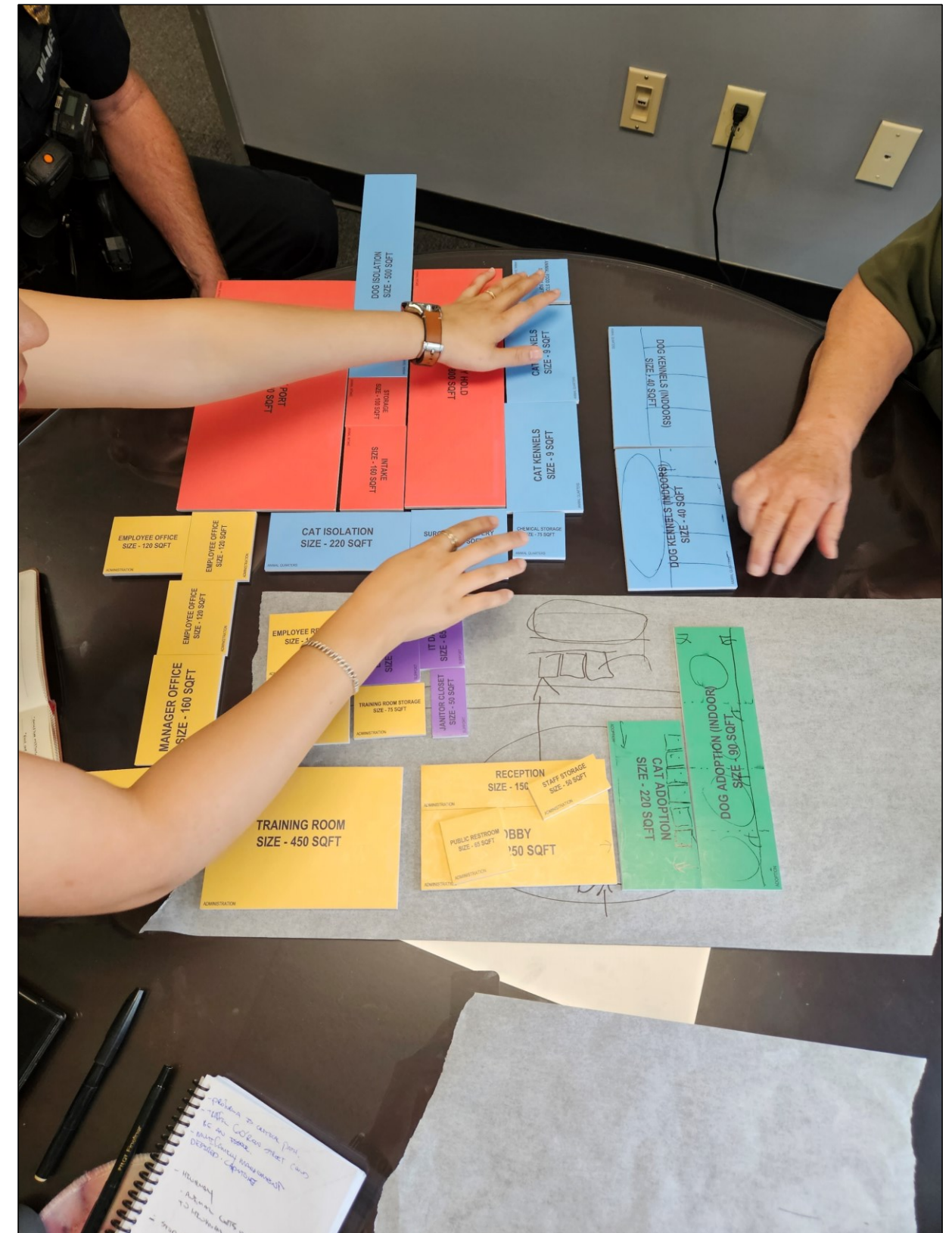
Equipment / Millwork	
AV	Electrical Mount Display Speakers Yes
Equipment	EQ1 Trash Can EQ2 EQ3 EQ4
Appliance	AP1 Sanitizer Dispenser AP2 AP3 AP4 AP5 AP6 AP7 AP8
Furniture	Desk Table Coffee Table Storage
Boards	Type bar top table and stools, metal legs cushion chairs
Millwork	Base No Upper No Open No Lock No Finish
Countertop	Type
Animal Housing	Type Isolation



Program Verification

Blocking Exercise

- Worked with staff to develop the optimal layout based on the agreed upon program



Site Location Analysis



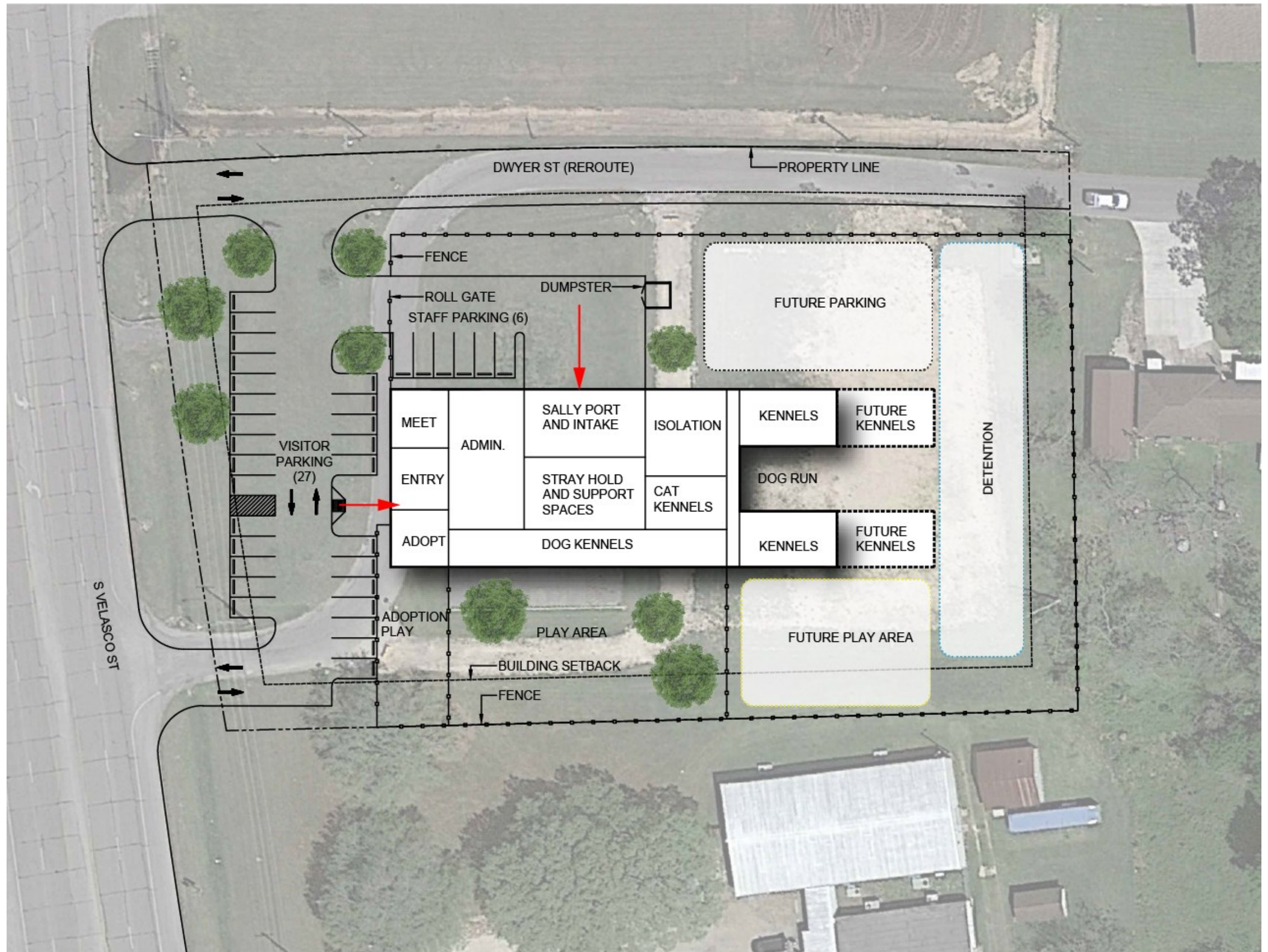
LOT SQUARE FOOTAGES

- EXISTING SITE - 525 S. ANDERSON ST - APPROX 0.922 AC
- NEW FACILITY - 535 S. ANDERSON ST - APPROX 2.167 AC
- NEW FACILITY - INTERSECTION DWYER ST & S. VELASCO ST - APPROX 1.920 AC

Site Studies

S. Velasco

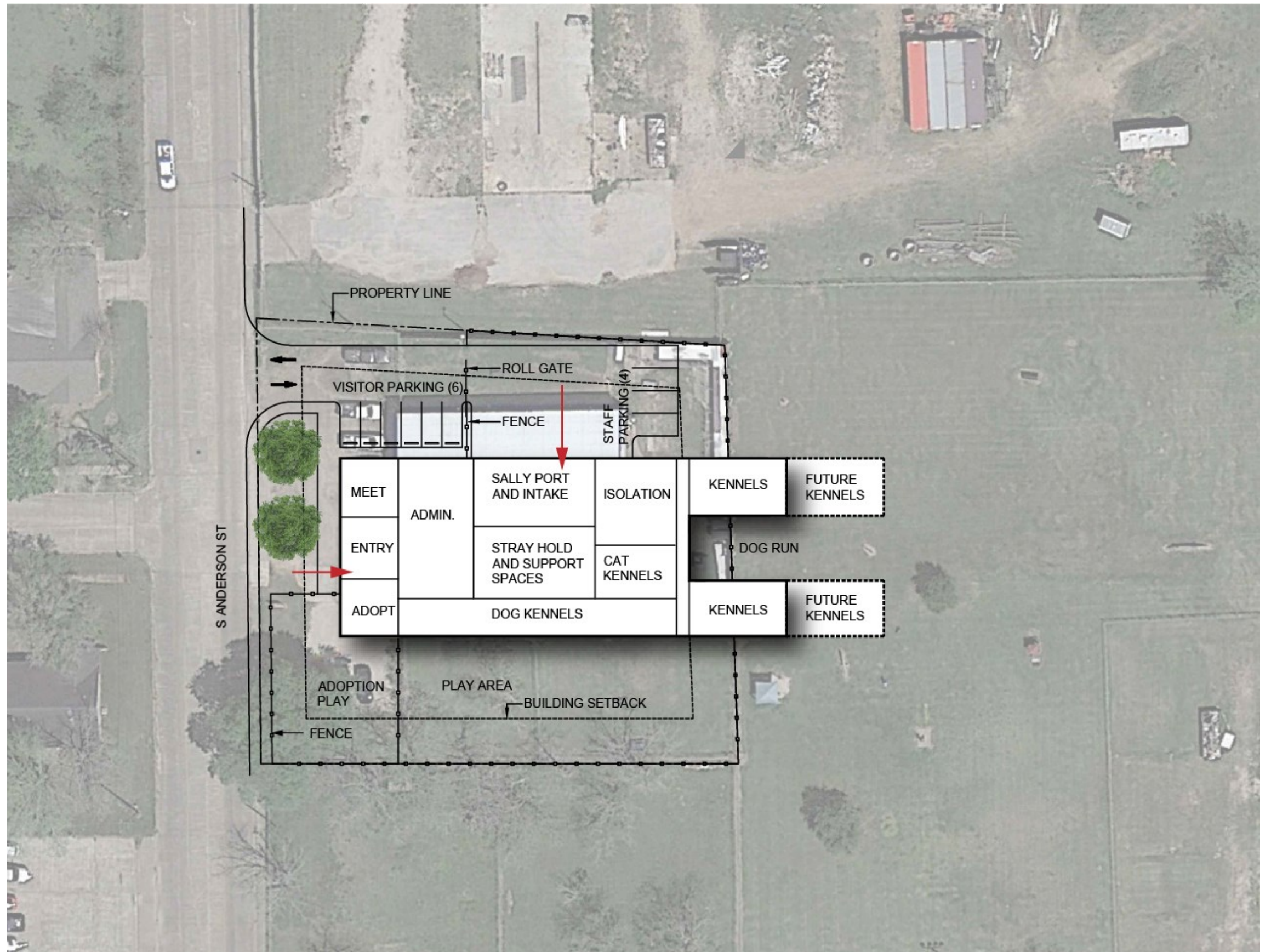
- This site location does not have the space to accommodate the desired program
- No room for future operations to expand
- Being right off the highway raised animal safety concerns
- Noise projection was an issue for the surrounding residence



Site Studies

Existing Site

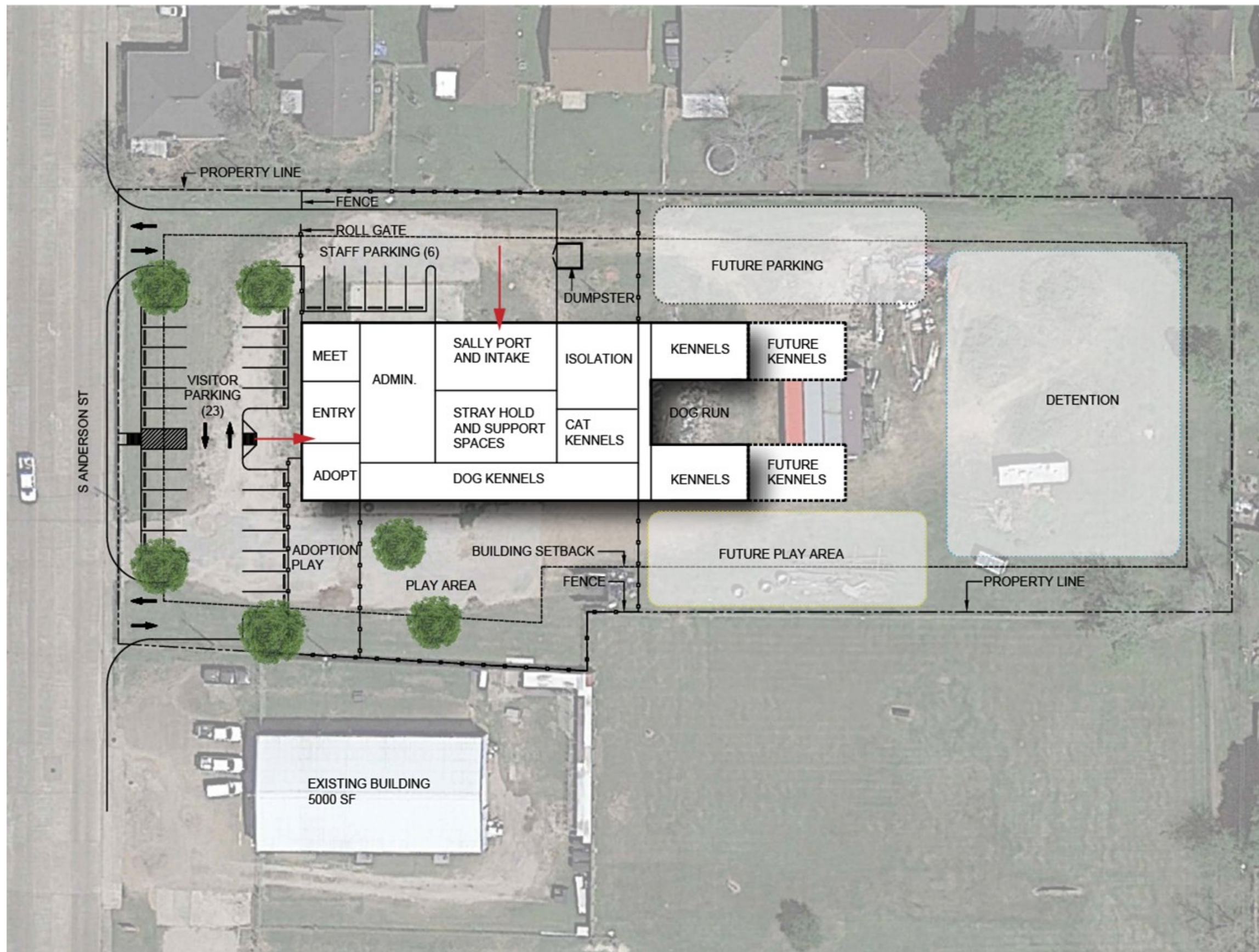
- There would be a temporary relocation cost for the duration of construction
- The existing site does not have space to accommodate parking counts



Site Studies

535 S. Anderson

- The lot size is large enough for future operations to join
- Parking overflow will occur during events
- The residence of the surround areas will have traffic on event days



Site Studies

Split Operations

- There is 2 separate buildings holding functional operations
- Staff will have to oversee a larger footprint with lots of possible areas for animals to escape

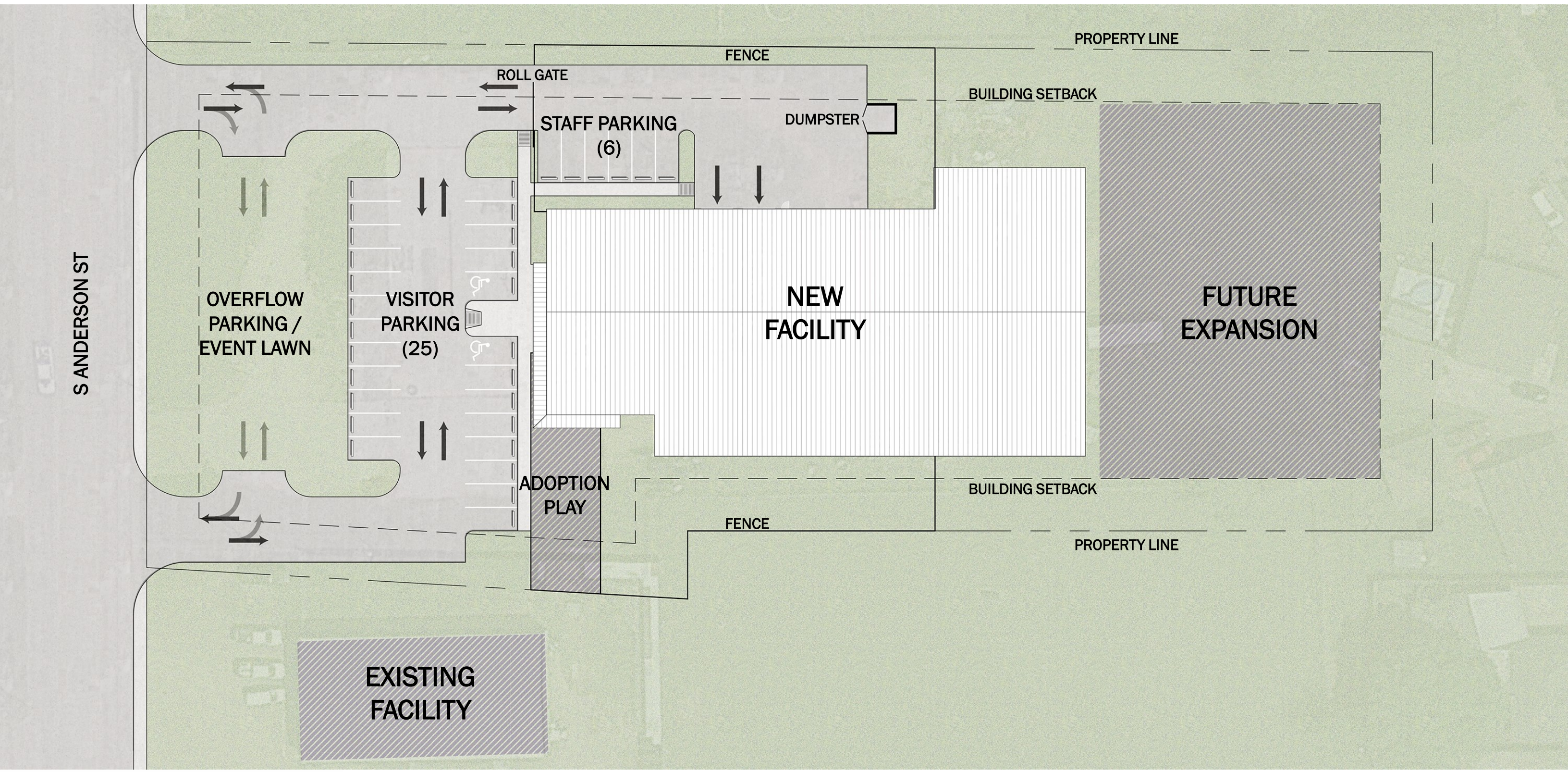


**FINAL PLANNING
DELIVERABLES**

FINAL BUILDING & SITE PLAN
CONCEPTUAL RENDERINGS
PHASED BUDGET PLANNING

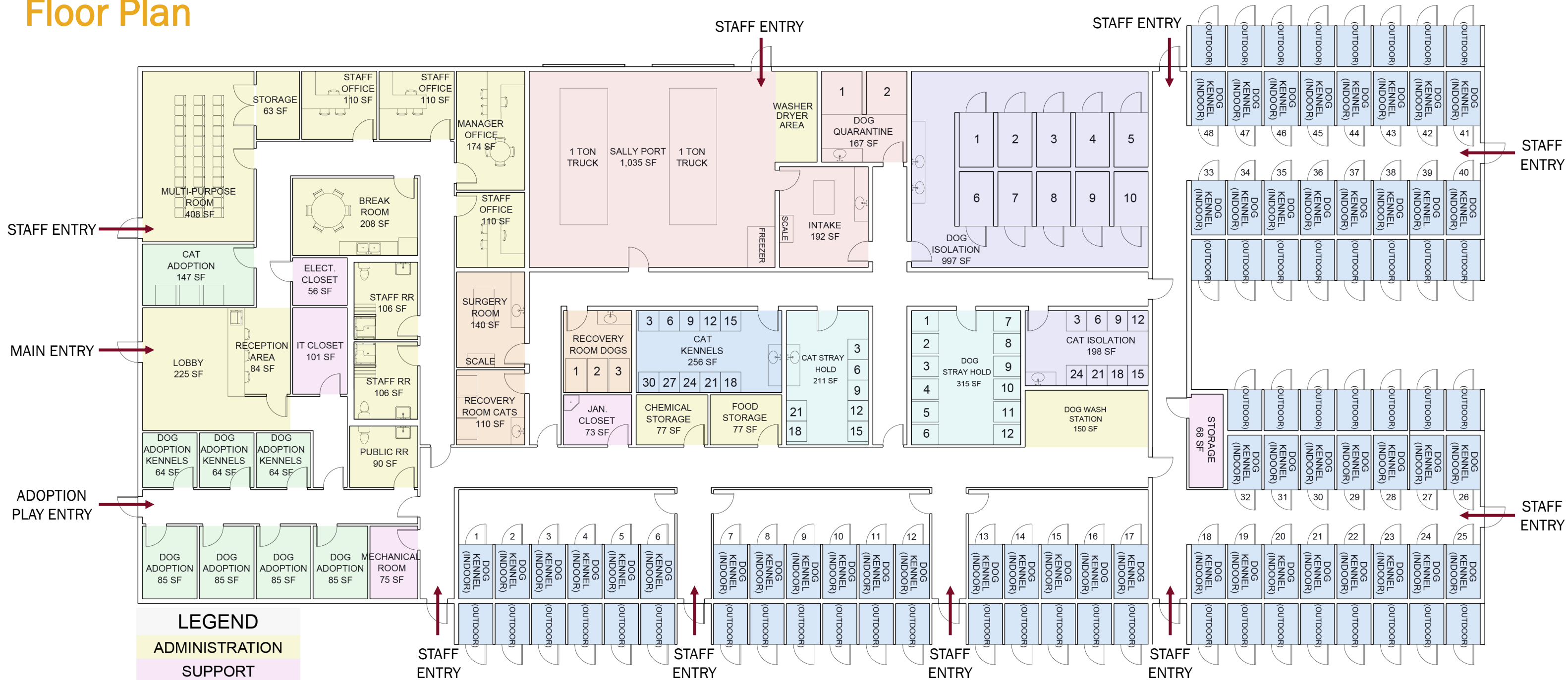
Final Planning Deliverable

Site Plan



Final Planning Deliverable

Floor Plan



LEGEND

- ADMINISTRATION
- SUPPORT
- ANIMAL INTAKE
- MEDICAL AREAS
- ADOPTION SERVICES
- KENNEL AREAS
- STRAY HOLD
- ISOLATION

Conceptual Rendering

New Facility Entry & Staff Parking



Conceptual Rendering

New Facility Entry & Adoption Play Area



Conceptual Rendering New Facility Event Day



Preliminary Engineering Report Civil Narrative

- Civil reviewed the following items to de-risk the project:
 - Utility availability
 - Site constraints
 - Provided a high level Site Investigation Report
 - Advised on detention needs
 - Calculated impervious coverages

- Data was provided to AGCM for cost estimating purposes

ADICO
CONSULTING ENGINEERS

5. STORMWATER DRAINAGE & DETENTION

- a. The site has approximately 20% existing impervious cover. All existing storm runoff is assumed flowing to South Anderson Street. The new detention basin will collect runoff from the new detention, and outfall to South Anderson Street.
- b. Approximately 13,100 SF of detention will be provided. The detention basin is approximately 4.5-ft deep.

ADICO
CONSULTING ENGINEERS

City of Angleton Animal Service Center
Civil Schematic Design Narrative, September 1, 2023

1. GENERAL SITE DESCRIPTION

- a. 2.167-acre tract is located at 535 South Anderson Street, Angleton, TX. The property is bound by the City of Angleton Animal Control Adoption Center to the south, the residence properties to the east and to the north, and Anderson Road frontage property to the west. The site has an existing driveway, concrete pavement and concrete building slab.

2. BUILDING FINISHED FLOOR ELEVATION

- a. The total builds out building area is approximately 14,000 SF.
- b. Based on FEMA map # 48039C0445K, the existing site is in Zone X unshaded, areas determined to be outside the 0.2% annual chance floodplain. Building floor elevation will not be raised based on the floodplain elevation; however, the building floor must be raised minimum 12" above crown of the road. Soil report is not currently available for review, we assumed clay soil exist on site which shall be removed and replaced with an estimate 3-ft to 4-ft of select fill for the subgrade below building slab.

3. UTILITIES

- a. **Domestic and Fire Water:** A 2" long tap and meter for domestic will be proposed. 2" backflow preventer will be installed after the meter and enlarge to a 2-1/2" water line PVC SCH 40 to the building. A 4" long tap for fire water line with 4" DCBFP to provide service to building fire sprinkler system.
- b. **Sanitary Sewer:** An 8" sanitary sewer from the building to be connected to the city sanitary sewer main along the frontage of the property. A new sanitary sewer manhole will be installed at the tie-in location.
- c. **Storm Sewer:** Drainage from buildings, and all improvement including interior drives and parking lots are collected via storm catch basins and underground storm sewer system, then flows out into South Anderson Street's storm sewer system. Approximately 4 storm catch basins will be installed in parking, driveways, and future parking, 5 catch basins in the play area and the future play area along the south of the building. A new storm manhole and street paving repair will be required for storm sewer connection under the concrete pavement.

4. SITE ACCESS DRIVE & PAVING

- a. The existing concrete driveway will be removed. Two new 24' wide concrete driveways off South Anderson Street provide access to the site. Approximately 15,950 sf of 6" reinforced concrete pavement is proposed for the main drive, visitor parking and the staff parking lot.
- b. The site will have thirty (30) 9'x19' parking spaces including ADA parking and an accessible route from the public Right-of-Way to the building's sidewalk.

Page 1 | 2

Preliminary Engineering Report

MEP Narrative

- MEP provided a breakdown of all building requirements to de-risk the project
- Specific Items Reviewed:
 - Specialty systems specific to surgical components of the building program
 - Specialty systems required for Animal Shelter HVAC as required by the Building Code
 - Site electrical demands
 - Phasing requirements for infrastructure required to not prohibit future changes
- Data was provided to AGCM for cost estimating purposes

The screenshot shows a document titled "ANGLETON ANIMAL SHELTER MEP SCHEMATIC DESIGN NARRATIVE". On the left is a table of contents with sections like "ELECTRICAL REGULATORY", "MECHANICAL CODES AND STANDARDS", "PROJECT DESCRIPTION", "MEP SITE DESIGN", and "MECHANICAL DESIGN". The main content area includes:

PROJECT DESCRIPTION
 The project consists of the construction of a metal building with approximately 14,000 SF located at 535 S. Anderson St. Angleton, TX. The project will consist of 3 phases as follows:
Phase 1: Includes administrative spaces, kennels for dogs and cats, dog and cat stray hold, and surgical and recovery rooms.
Phase 2: Includes Sally port, intake, dog isolation and cat kennels.
Phase 3: Includes additional kennels for dogs.

The MEP and Fire protection scope of work include the following:
Base design: Phase #1 and 2 (shell only)
 The base design will include the MEP and Fire protection design for phase 1, and MEP utilities and sprinkler piping connection and stub-outs for phase 2 (cold dark shell). It will also include provisions for MEP utilities and sprinkler piping connections and stub-outs for future phases 3 and 4.
Design option 1: Phase #1 and 2
 This option will include the MEP and Fire protection design for phase 1 and phase 2. It will also include provisions for MEP utilities and sprinkler piping connections and stub-outs for future phases 3 and 4.
Design option 2: Phase # 1,2,3 and 4
 This option will include the MEP and Fire protection design for phase 1, 2,3 and 4. It will also include provisions for MEP utilities and sprinkler piping connections and stub-outs for other future phases.

MEP SITE DESIGN

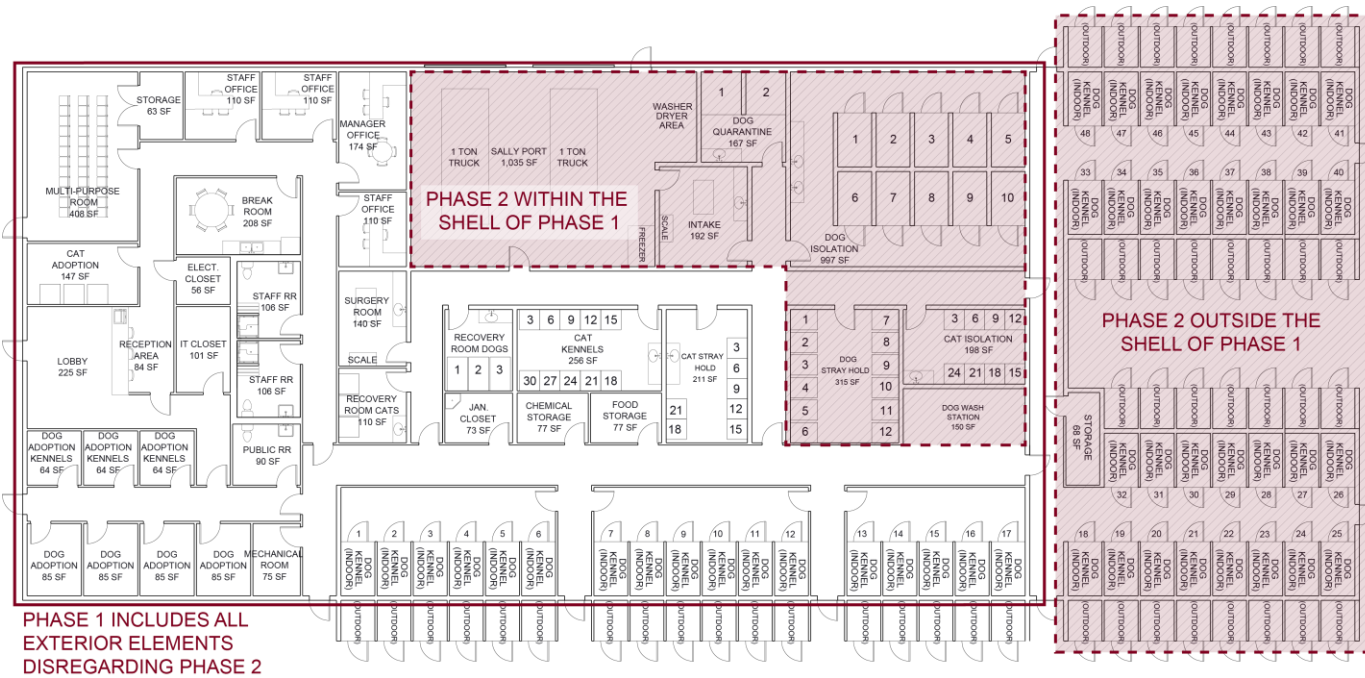
- Electrical service coordination with the local power company.
- Exterior lighting on the building will be surface mounted LED fixtures.
- Site lighting will be provided by new poles and LED fixtures.
- The plumbing scope will consist of a dedicated domestic water line sized for phase 1 and future phases 2,3, and 4, minimum 3" water line. The new water line will be coordinated with civil engineer on new site plan supplied with required backflow preventer provided by civil engineer. A new natural gas supply line will be sized for phase 1 and future phases 2,3, and 4. The new gas meter and gas line requirements (easement) shall be coordinated with CenterPoint Energy Gas service and civil engineer. New sanitary lines will be provided sized for phase 1 and stub-out for future phase 2,3 and 4, minimum 4" sanitary line. The elevation and location of the new 4" sanitary line will be designed up to 5 feet from the new building and tie -in to new dedicated line provided by civil engineer. A new sanitary line (Animal Waste) minimum 6", will be designed from animal kennel's trench drains, sinks, floor drains, dog washing station and from holding area to code required Solid interceptor minimum 250 gallons located for Service by pumper truck for cleaning. Location of Solid interceptor shall be coordinated with civil engineer.
- The fire sprinkler scope for this project will consist of a dedicated domestic/ fire water line sized for phase 1 and future phases 2,3, and 4, minimum 6" water line. The new domestic/ fire water line will be coordinated with civil engineer on new site plan supplied with required backflow/double check preventer provided by civil engineer. A proper flow test shall be obtained from city main to properly design fire wet-

Johnston | 2603 Augusta Drive, Suite 1600 | Houston, Texas 77057 | Main 713.244.8300 | Fax 713.532.9006 | johnston@johnstonllc.com



Conceptual Budget

Recap of Construction Cost

- Phase Approach
 - Phase 1
 - Total construction cost (June 2024) = \$6,126,093
 - Total construction cost (June 2025) = \$7,284,593
 - Phase 2
 - Total construction cost (June 2024) = \$2,601,455
 - Total construction cost (June 2025) = \$3,093,414
- Combined Cost
 - Total construction cost (June 2024) = \$8,727,548
 - Total construction cost (June 2025) = \$10,378,007





CoAngleton Animal Service Center - Conceptual Design DRAFT - 09.21.23

**City of Angleton
Animal Service Center
Conceptual Estimate**

SUMMARY OF CONSTRUCTION COST

DISCIPLINE / SCOPE OF WORK	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	PERCENT APPLIED	AGTCM TOTAL
1. General Requirements						
2. Demolition / Existing Conditions						
3. Concrete						
4. Masonry						
5. Metals						
6. Wood, Plastics, and Composites						
7. Thermal and Moisture Protection						
8. Openings						
9. Finishes						
10. Specialties						
11. Equipment						
12. Furnishings						
13. Special Construction						
14. Conveying Systems						
21. Fire Suppression						
22. Plumbing						
23. HVAC						
26. Electrical						
27. Communications						
28. Electronic Safety and Security						
31. Earthwork						
32. Exterior Improvements						
33. Utilities						
Subtotal Construction Cost						
34. General Conditions						
35. Bonds & Insurance						
36. Estimating/Design Contingency						
37. Escalation - 6 Month @ .5%/Mo						
38. GC Overhead & Profit						
Total Construction Cost						

**City of Angleton
Animal Service Center
Conceptual Estimate**

RECAP OF CONSTRUCTION COST

SCOPE OF WORK / PROJECT	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	PERCENT APPLIED	AGTCM TOTAL
1. Phase 1	8,040	SF	\$504.07	66.2%		\$4,052,724
2. General Requirements	8,040	SF	\$0.00	0.0%		\$0
SUBTOTAL CONSTRUCTION COST	8,040	SF	\$504.07	66.2%		\$4,052,724
3. General Conditions	8,040	SF	\$35.28	4.6%	7.0%	\$283,691
4. Bonds & Insurance	8,040	SF	\$16.18	2.1%	3.0%	\$130,092
5. Estimating & Design Contingency	8,040	SF	\$138.88	18.2%	25.0%	\$1,116,627
6. Escalation - 6 Months @ 0.5%/Mo	8,040	SF	\$31.25	4.1%	4.5%	\$251,241
7. GC Overhead & Profit	8,040	SF	\$36.28	4.8%	5.0%	\$291,719
8. Owner Soft Cost (Design Fees, Testing, Allowances, etc.)	8,040	SF	\$0.00	0.0%	0.0%	\$0
TOTAL CONSTRUCTION COST (June 2024)	8,040	SF	\$761.95	100.0%	44.5%	\$6,126,093
Escalation June 2025						
Escalation 21 Mo at 0.5%	8,040	SF	\$76.56			\$615,540
TOTAL CONSTRUCTION COST (June 2025)	8,040	SF	\$906.04	118.9%	49.5%	\$7,284,593

SCOPE OF WORK / PROJECT	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	PERCENT APPLIED	AGTCM TOTAL
1. Phase 2	5,960	SF	\$288.76	28.1%		\$1,720,995
2. General Requirements	5,960	SF	\$0.00	0.0%		\$0
SUBTOTAL CONSTRUCTION COST	5,960	SF	\$288.76	28.1%		\$1,720,995
3. General Conditions	5,960	SF	\$20.21	7.0%	7.0%	\$120,470
4. Bonds & Insurance	5,960	SF	\$9.27	3.2%	3.0%	\$55,244
5. Estimating & Design Contingency	5,960	SF	\$79.56	27.6%	25.0%	\$474,177
6. Escalation - 6 Months @ 0.5%/Mo	5,960	SF	\$17.90	6.2%	4.5%	\$106,690
7. GC Overhead & Profit	5,960	SF	\$20.79	7.2%	5.0%	\$123,879
8. Owner Soft Cost (Design Fees, Testing, Allowances, etc.)	5,960	SF	\$0.00	0.0%	0.0%	\$0
TOTAL CONSTRUCTION COST (June 2024)	5,960	SF	\$436.49	100.0%	44.5%	\$2,601,455
Escalation June 2025						
Escalation 21 Mo at 0.5%	5,960	SF	\$43.86			\$261,390
TOTAL CONSTRUCTION COST (June 2025)	5,960	SF	\$519.03	50.5%	49.5%	\$3,093,414

1. Excludes Owner's Soft Cost Items (i.e., Moveable Furnishings, Design Fees, etc....)
 2. Includes Escalation at 0.5% per month.
 3. The estimate is based on City of Angleton - New Animal Service Center Building, Presentation prepared by McLemore Luong Architects dated September 1, 2023. and MEP Schematic Design Narrative issued by Johnston 08/31/23
 4. Refer to remaining estimate report for additional qualifications (assumptions, exclusions, inclusions, etc....)

Construction Scope Breakdown

Phase 1

SCOPE OF WORK / PROJECT	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	PERCENT APPLIED	AG CM TOTAL
1. Phase 1	8,040	SF	\$504.07	66.2%		\$4,052,724
2. General Requirements	8,040	SF	\$0.00	0.0%		\$0
SUBTOTAL CONSTRUCTION COST	8,040	SF	\$504.07	66.2%		\$4,052,724
3. General Conditions	8,040	SF	\$35.28	4.6%	7.0%	\$283,691
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5. Estimating & Design Contingency	8,040	SF	\$138.88	18.2%	25.0%	\$1,116,627
6. Escalation - 6 Months @ 0.5%/Mo	8,040	SF	\$31.25	4.1%	4.5%	\$251,241
7. GC Overhead & Profit	8,040	SF	\$36.28	4.8%	5.0%	\$291,719
8. Owner Soft Cost (Design Fees, Testing, Allowances, etc..)	8,040	SF	\$0.00	0.0%	0.0%	\$0
TOTAL CONSTRUCTION COST (June 2024)	8,040	SF	\$761.95	100.0%	44.5%	\$6,126,093
Escalation June 2025						
Escalation 21 Mo at 0.5%	8,040	SF	\$76.56			\$615,540
TOTAL CONSTRUCTION COST (June 2025)	8,040	SF	\$906.04	118.9%	49.5%	\$7,284,593

Construction Scope Breakdown

Phase 2

SCOPE OF WORK / PROJECT	QUANTITY	UNIT	UNIT COST	PERCENT OF TOTAL	PERCENT APPLIED	AG CM TOTAL
1. Phase 2	5,960	SF	\$288.76	28.1%		\$1,720,995
2. General Requirements	5,960	SF	\$0.00	0.0%		\$0
SUBTOTAL CONSTRUCTION COST	5,960	SF	\$288.76	28.1%		\$1,720,995
3. General Conditions	5,960	SF	\$20.21	7.0%	7.0%	\$120,470
4. Bonds & Insurance	5,960	SF	\$9.27	3.2%	3.0%	\$55,244
5. Estimating & Design Contingency	5,960	SF	\$79.56	27.6%	25.0%	\$474,177
6. Escalation - 6 Months @ 0.5%/Mo	5,960	SF	\$17.90	6.2%	4.5%	\$106,690
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8. Owner Soft Cost (Design Fees, Testing, Allowances, etc..)	5,960	SF	\$0.00	0.0%	0.0%	\$0
TOTAL CONSTRUCTION COST (June 2024)	5,960	SF	\$436.49	100.0%	44.5%	\$2,601,455
Escalation June 2025						
Escalation 21 Mo at 0.5%	5,960	SF	\$43.86			\$261,390
TOTAL CONSTRUCTION COST (June 2025)	5,960	SF	\$519.03	50.5%	49.5%	\$3,093,414

Questions



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San Antonio | + 1 726 245 1378
Santa Monica | + 1 213 392 7230

mcmoreluong.com



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/24/23

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Update, discussion and possible action on the Marshall School Project and Parrish Street, Road Improvement Project.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Renard Thomas is leading the Marshall High School Project and is requesting Parrish Street to be done in conjunction with the school project.

John Peterson will give Council an update on Parish Street.

RECOMMENDATION:

N/A



AGENDA ITEM SUMMARY FORM

MEETING DATE: October 24, 2023
PREPARED BY: Chris Whittaker
AGENDA CONTENT: Paving Maintenance Project

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT:
\$300,000

FUNDS REQUESTED:
\$297,809.20

FUND:\$300,000

EXECUTIVE SUMMARY:

The City has previously awarded Matula and Matula the Paving Maintenance Project for a amount of \$199,929.00. The City has budgeted \$300,000 for this project. Staff would like to increase the quantities on the original two identified areas (South Belle & Dumars), add the replacement of a sunken driveway and sidewalk with a 36" storm sewer repair at 909 South Belle, and increase the width of pavement at Enchanted Oaks and CR 44 to establish a right turn lane. Change Order #1 has been created to include the additional tasks for a not to exceed amount of \$97,880.20. This will bring the total contract with Matula and Matula to \$297,809.20.

RECOMMENDATION: Council to execute Change Order #1 to add an additional \$97,880.20 to the contract making the new total amount of \$297,809.20.

CHANGE ORDER NO. 1

PROJECT: City of Angleton **DATE OF ISSUANCE:** October 18, 2023
2023 Maintenance and Paving Repairs

OWNER: City of Angleton **ENGINEER:** HDR Engineering Inc.
 (Name & 121 S Velasco 4828 Loop Central Drive, Suite 800
 Address) Angleton, TX 77515 Houston, Texas 77081

CONTRACTOR: Matula & Matula Construction, Inc. **ENGINEER'S PROJECT No.:** 10361761
122 West Way
Lake Jackson, Tx 77566

You are directed to make the following changes in the Contract Documents.

Purpose of the Change Order: The City would like to add an additional section of paving at the intersection of Enchanted Oaks and CR 44. Additionally, the City would like to add increased quantities at the intersections of North Downing St and South Belle Dr, and Dumars Dr and Noreda St. The City would also like to add the repair of the sunken driveway and sidewalk, as well as the replacement of the leaking 36" storm sewer, at 909 S Belle. This change order will also remove Rehabilitation of storm sewer hanhole and 4" Apron and culvert from the contract.

Attachments: See Attachment 'A'

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>199,929.00</u>	Original Contract Time <u>60</u> Calendar Days
Net Increase of this Change Order \$ <u>97,880.20</u>	Net Increase of this Change Order <u>40</u> Calendar Days
Contract Price with all Approved Change Orders \$ <u>297,809.20</u>	Contract Time with all Approved Change Orders <u>100</u> Calendar Days

RECOMMENDED
HDR Engineering Inc.

APPROVED
City of Angleton

APPROVED
Matula & Matula Construction, Inc.

By _____

By _____

By _____

Attachment A

ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL
1	7" THICK REINFORCED CONCRETE PAVEMENT (POINT REPAIR, UNDER CUT WITH HEADER), INCLUDING 12" C-SAND, REINFORCEMENTS, JOINTS, AND GRADING, COMPLETE IN PLACE, THE SUM OF:	473	SY	\$ 110.00	\$ 52,030.00
2	REFL PAV MRK TY C HEAT APPLIED PREFAB PREFORMED THERMOPLASTIC (W) (24") (SLD) (125 MIL)	24	LF	\$ 65.00	\$ 1,560.00
3	REFL PAV MRK TY C HEAT APPLIED PREFAB PREFORMED THERMOPLASTIC (W) (WORD) (125 MIL)	2	EA	\$ 982.10	\$ 1,964.20
4	REFL PAV MRK TY C HEAT APPLIED PREFAB PREFORMED THERMOPLASTIC (W) (ARROW) (125 MIL)	2	EA	\$ 685.90	\$ 1,371.80
5	REFL. PAVEMENT MARKING TYPE 1 (W)(8")(SLD)(090 MIL)	100	LF	\$ 3.00	\$ 300.00
6	REFL. PAVEMENT MARKING TYPE 1 (W)(8")(DOT)(090 MIL)	45	LF	\$ 3.00	\$ 135.00
7	STREET SIGNS AND ASSEMBLIES	2	EA	\$ 595.40	\$ 1,190.80
8	TRAFFIC CONTROL	1	LS	\$ 2,022.00	\$ 2,022.00
9	EXCAVATION	162	CY	\$ 25.70	\$ 4,163.40
10	SWALE	250	LF	\$ 8.00	\$ 2,000.00
11	ASPHALT TRANSITION (PER COUNTY PERMIT)	1	LS	\$ 3,393.20	\$ 3,393.20
12	REMOVE AND DISPOSE OF EXISTING REINFORCED CONCRETE PAVEMENT AND BASE MATERIAL, REGARDLES	338	SY	\$ 12.10	\$ 4,089.80
13	STANDARD 6" REINFORCED CONCRETE CURB, INLCUDING TRANSITIONS, COMPLETE IN PLACE, THE SUM OF:	125	LF	\$ 9.80	\$ 1,225.00
14	REMOVE AND REPLACE 6" THICK CONCRETE DRIVEWAY, INCLUDING BLOCK OUT, REINFORCEMENT AND JOIN	166	SY	\$ 104.00	\$ 17,264.00
15	REMOVE AND REPLACE 4" THICK CONCRETE SIDEWALK, COMPLETE IN PLACE, THE SUM OF:	140	SF	\$ 13.40	\$ 1,876.00
16	REHABILITATE EXISTING CONCRETE STORM SEWER MANHOLE WITH 1" CEMENTITIOUS, COMPLETE IN PLACE, THE SUM OF:	-1	EA	\$ 4,198.30	\$ (4,198.30)
17	4" APRON IN CULVERT, COMPLETE IN PLACE THE SUM OF:	-1	EA	\$ 1,878.70	\$ (1,878.70)
18	36" DIAMTER REINFORCED CONCRETE PIPE, ASTM C76. CLASS 3 STORM SEWER, RUBBER GASKET JOINTS, ALL DEPTHS, CEMENT STABILIZED SAND BEDDING AND BACKFILL.	40	LF	\$ 234.30	\$ 9,372.00
				TOTAL	\$ 97,880.20



AGENDA ITEM SUMMARY FORM

MEETING DATE: 10/24/2023

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on funding assistance and backstop locations for Rotary Club of Angleton District Grant Youth Baseball and Softball Backstop project.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: Up to \$4,000

FUND: 96-500-815.01

EXECUTIVE SUMMARY:

In 2023, the Rotary Club of Angleton Board of Directors approved the Rotary Foundation District Grant application to install 10 backstops throughout Angleton parks as well as \$7000 from the Rotary Club of Angleton foundation funds to support the project. If awarded, the Rotary Foundation District Grant would provide an additional \$3000 for the project.

This project was precipitated by Robert Martin, current Angleton Little League President (ALL), who spoke at a Rotary Club of Angleton meeting in 2023 and expressed the need for more backstops throughout town for practice fields.

On August 8, the Rotary Club of Angleton was notified they were awarded \$3000 in Rotary Foundation District Grant funds to execute the project.

Staff identified 10 locations for the backstops and communicated with ALL for input. Staff received ALL recommendations on August 16, staff revised backstop locations, and on September 7, ALL President, Robert Martin, approved all updated locations. Enclosed is an attachment for the proposed locations based on condition of existing backstops, existing practice areas without backstops, parkland availability throughout Angleton, and proximity to existing parking.

Staff collected four quotes were from local fence contractors for ten (10) backstops that are 10ft tall x 16 ft wide, 2-inch 8-gauge black chain link fence, 3-inch posts, and with a top, center, and bottom rail.

- Fences by George Alonzo \$14,000
- Strong Fence Services \$15,850
- Superior Fence & Rail \$22,866

- Dobson Fence & Deck \$35,282

ALL plans to contribute inground home plates for all 10 locations and inground anchors for bases for proposed backstops located at Freedom Park.

Staff presented the locations and funding assistance request to the Angleton Parks & Recreation Board on October 2, 2023, and the Angleton Parks & Recreation Board approved funding assistance through parkland dedication funds the proposed locations, but requested a MOU with the Rotary Club of Angleton so each entity understood their responsibilities related to the project. The motion passed with Erin Boren abstaining as a prospective Angleton Rotarian.

RECOMMENDATION:

Staff recommends City Council approve up to \$4000 in funding through parkland dedication funds for the Rotary Club of Angleton District Grant Youth Baseball and Softball Backstop project and approve all backstop locations as presented.

SUGGESTED MOTION:

I move we approve up to \$4000 in funding through parkland dedication funds for the Rotary Club of Angleton District Grant Youth Baseball and Softball Backstop project and approve all backstop locations as presented.

