



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, MARCH 11, 2025, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CEREMONIAL PRESENTATIONS

1. Presentation of employee service award.

CONSENT AGENDA

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

2. Discussion and possible action to approve an Engagement Letter with Crowe to provide a financial audit and report on the financial statements for Fiscal Year 2023-2024.

REGULAR AGENDA

3. Update, discussion, and possible action on Fire Station No. 3 Apparatus Bay Project.

- [4.](#) Discussion and possible action to approve an agreement with Brazoria County for Community Development Block Grant (CDBG) funding for the rehabilitation of a portion of Lift Station 24 collections system.
- [5.](#) Discussion and annual update of the Kiber Reserve Subdivision Development.
- [6.](#) Discussion and possible action on the Windrose Green Section 4 Final Plat, located near Parks Edge Ln. and Windrose Green Bend.
- [7.](#) Discussion and possible action on the Windrose Green Section 5 Final Plat, located near Parks Edge Ln. and future Atlas Point Lane.
- [8.](#) Discussion and possible action on the Preliminary Plat of Section IB of Austin Colony Subdivision, located west of the terminus of Tigner St.
- [9.](#) Discussion and possible action on the Austin Colony Subdivision Amended and Restated Development and Public Improvement District (PID) Agreement between Tejas-Angleton Development, LLC. and the City of Angleton, Texas.
- [10.](#) Discussion and possible action on Abigail Arias Park schematic designs.
- [11.](#) Discussion and possible action on Freedom Park schematic designs.
- [12.](#) Discussion and possible action on the hiring freeze for Front Desk, Facility Assistant, Water Safety Instructors, and Seasonal Program staff.
- [13.](#) Discussion and possible action regarding the proposed updates to the Angleton Parks & Recreation Department Cost Recovery policy.
- [14.](#) Update, discussion and possible action on city property repairs damaged by Hurricane Beryl.
- [15.](#) Discussion and possible action to approve Ordinance No. 20250311-015 amending the utility sewer rates in the City of Angleton fee schedule in Chapter 2 Administration Article X Section 2-266.
- [16.](#) Discussion and possible action to approve Ordinance No. 20250311-016 amending the 2024-2025 fiscal year budget at year end by amending the General Fund, Street Fund, Community Events, Keep Angleton Beautiful Fund, Capital Expenditure Revenue Fund, and miscellaneous minor funds.

COMMUNICATIONS FROM MAYOR AND COUNCIL

ADJOURNMENT

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

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

CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, March 7, 2025, by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Michelle Perez
Michelle Perez, TRMC
City Secretary

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: March 11, 2025
PREPARED BY: Colleen Martin
AGENDA CONTENT: Presentation of employee service award.
AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

Presentation of a five-year service award to Eddie Renteria and Corey Lukasheay and a ten-year award to Nancy Acosta.

RECOMMENDATION:

Presentation of Service Awards.



Crowe LLP
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The Honorable John Wright, Mayor
City of Angleton, Texas
121 S. Velasco Street
Angleton, Texas 77515-6023

Dear Mr. Wright:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to City of Angleton, Texas ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending September 30, 2024.

We will audit and report on the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Client for the period indicated.

The component units will be audited as part of the financial statements of the Client as noted below:

1. Angleton Better Living Corporation: Blended, No Separate Financial Statements
2. Tax Increment Reinvestments Zone #1: Blended, No Separate Financial Statements
3. Tax Increment Reinvestments Zone #2: Blended, No Separate Financial Statements
4. Green Trails Public Improvement District: Blended, No Separate Financial Statements
5. Riverwood Ranch Public Improvement District: Blended, No Separate Financial Statements
6. Kiber Reserve Public Improvement District: Blended, No Separate Financial Statements
7. Greystone Public Improvement District: Blended, No Separate Financial Statements
8. Austin Colony Public Improvement District: Blended, No Separate Financial Statements

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Combining Statement(s) and Schedule(s)
- Budgetary Comparison Schedule(s)

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In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedule(s)
- Pension Schedule(s), as applicable
- OPEB Schedule(s), as applicable

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Introductory Section

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

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As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to those charged with governance of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Monitoring independence includes monitoring affiliates and obtaining information about those entities. For the purpose of complying with applicable independence requirements, the Client agrees to provide Crowe, at least annually, a complete and accurate legal entity listing (e.g. component units included in the Client's financial statements), and a listing of other affiliated entities not included on the legal entity listing (e.g. joint ventures, jointly governed organizations, related organizations, and equity method investments). Crowe's independence may be impaired when an event occurs that impacts the Client's financial reporting entity. The financial reporting entity includes a primary government, organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's basic financial statements to be misleading or incomplete. The Client is responsible for providing Crowe timely, advance notice of events impacting the financial reporting entity so that both parties may assess the impact, if any, of such event on independence. Such notice may include timely providing Crowe notice of any changes in financial accountability amongst the primary government and current and potential component units including changes in board appointment responsibilities, financial benefit/burden relationships, or fiscal dependence. In assessing the impact of such event on

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independence, the parties will take appropriate action, which may require us to terminate the engagement. In addition, an impairment that extends to engagements with affiliates may require us to terminate multiple engagements, including those that may not be specific to this engagement letter.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

FINANCIAL STATEMENT PREPARATION SERVICES

You have also asked us to assist in the preparation of your financial statements from the books and records of the Client as of and for the year(s) ending September 30, 2024. In connection with performing this service, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within and outside the United States. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement.

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FEES

Our fees are outlined below.

Description of Services	Fee Amount
Audit of the Financial Statements of City of Angleton for the year ended September 30, 2024	\$56,645

We will invoice you as our services are rendered. Generally, 30 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 70 percent after a draft of the Financial Statements are issued. Accordingly, the fee will be split 30/70 between budget years.

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

PROVISION FOR THREE-YEAR PROPOSAL

We have agreed to the following fees for the next three subsequent years as follows:

Description of Services	2025	2026	2027
Audit of the Financial Statements of City of Angleton for the years ending September 30	\$58,344	\$60,094	\$61,897

Because each year is a separate engagement and this multi-year period does not constitute a continuous engagement, we will require execution of a new engagement letter for each subsequent year listed above. However, we agree to the fees listed above for each year unless we both agree in writing to a modification.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

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A federal single audit is required by the OMB's Uniform Guidance when federal funds over \$750,000 are expended. Federal single audit fees vary based on the number of major programs as defined by OMB. The additional technical verbiage that is necessary when a federal single audit is required is not included within this engagement letter, nor does the proposed engagement fee(s) include additional fees related to a federal single audit. Should you exceed the federal single audit thresholds, a new engagement letter will be required.

A state single audit is required when grant funds that originated from the State of Texas (this does not include federal monies passed through the State) over \$750,000 are expended. State single audit fees vary based on the number of major programs as defined by the *State of Texas Single Audit Circular*. The additional technical verbiage that is necessary when a state single audit is required is not included within this engagement letter, nor does the proposed engagement fee(s) include additional fees related to a state single audit. Should you exceed the state single audit thresholds, a new engagement letter will be required.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and

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signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

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ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

City of Angleton, Texas

Crowe LLP

Signature

DocuSigned by:
Kevin Smith
3C505319FB7644F...

Signature

Printed Name

Kevin Smith

Printed Name

Title

Partner

Title

Date

February 25, 2025

Date

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Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

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DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client’s customers (“Personal Data”), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the “Safeguards”). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law (“Restricted Personal Data”). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client’s site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe’s then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client’s Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation (“GDPR”), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data (“EU Personal Data”). The parties agree that for purposes of processing the EU Personal

Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY – Any deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a license to use for its business purposes any deliverables, including any other Work Product incorporated in such deliverables. Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements to any of the above ("Materials"). The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement; (b) as otherwise agreed upon in writing; (c) to further improve or develop our products and services; or (d) as necessary to comply with applicable law or professional standards.

DATA AGGREGATION & BENCHMARKING – Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United

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States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

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NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to

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causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

FOREIGN TERRORISTS ORGANIZATIONS - Pursuant to Chapter 2252, Texas Government Code, Crowe represents and certifies that, at the time of execution of this Agreement, neither Crowe nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same (i) engages

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in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code or Subchapter F of Chapter 2252 of the Texas Government Code or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term 'foreign terrorist organization' in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

REPRESENTATION REGARDING ISRAEL - Pursuant to Chapter 2271, Texas Government Code, Crowe represents that it does not boycott Israel and will not boycott Israel during the term of the Agreement. The term 'boycott Israel' shall have the meaning ascribed to this term in Section 808.001 of the Texas Government Code.

REQUIRED NON-APPROPRIATION CLAUSE - Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for fees due under this Agreement, Client will immediately notify Crowe in writing of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made.

AUTHORIZATION OF CPA'S DISCLOSURE - Any Client certified public accountant involved with assisting Crowe shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permission to staff certificate or registration holders as required under the Rules of Professional Conduct, Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Section 501.75.

IMMIGRATION - Crowe represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

ENERGY COMPANY BOYCOTTS - If Crowe is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Crowe verifies that Crowe does not boycott energy companies and will not boycott energy companies during the term of the Agreement. If Crowe does not make that verification, Crowe must so indicate in its response and state why the verification is not required.

PUBLIC INFORMATION ACT - Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Crowe is required to make any information created or exchanged with the Client pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Client.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 3/11/2025

PREPARED BY: Martha Eighme

AGENDA CONTENT: Update, Discussion, and Possible Action on Fire Station 3 Apparatus Bay Project

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND: Bond

EXECUTIVE SUMMARY:

The initial estimates for the Angleton Fire Department Apparatus Bay Project came in much higher than expected. To gain a point of comparison, staff consulted the Mueller team in Alvin, a company specializing in metal buildings, to assess project cost estimates.

Apparatus Bay Estimate

Based on architectural renderings, the apparatus bays—designed with expandable end walls for future growth—are estimated at \$61,000 for the metal building alone.

Industry standards suggest that the metal building typically accounts for 25% of total project costs.

Given the project's straightforward design, costs appear to remain well below the original \$500,000 estimated project budget.

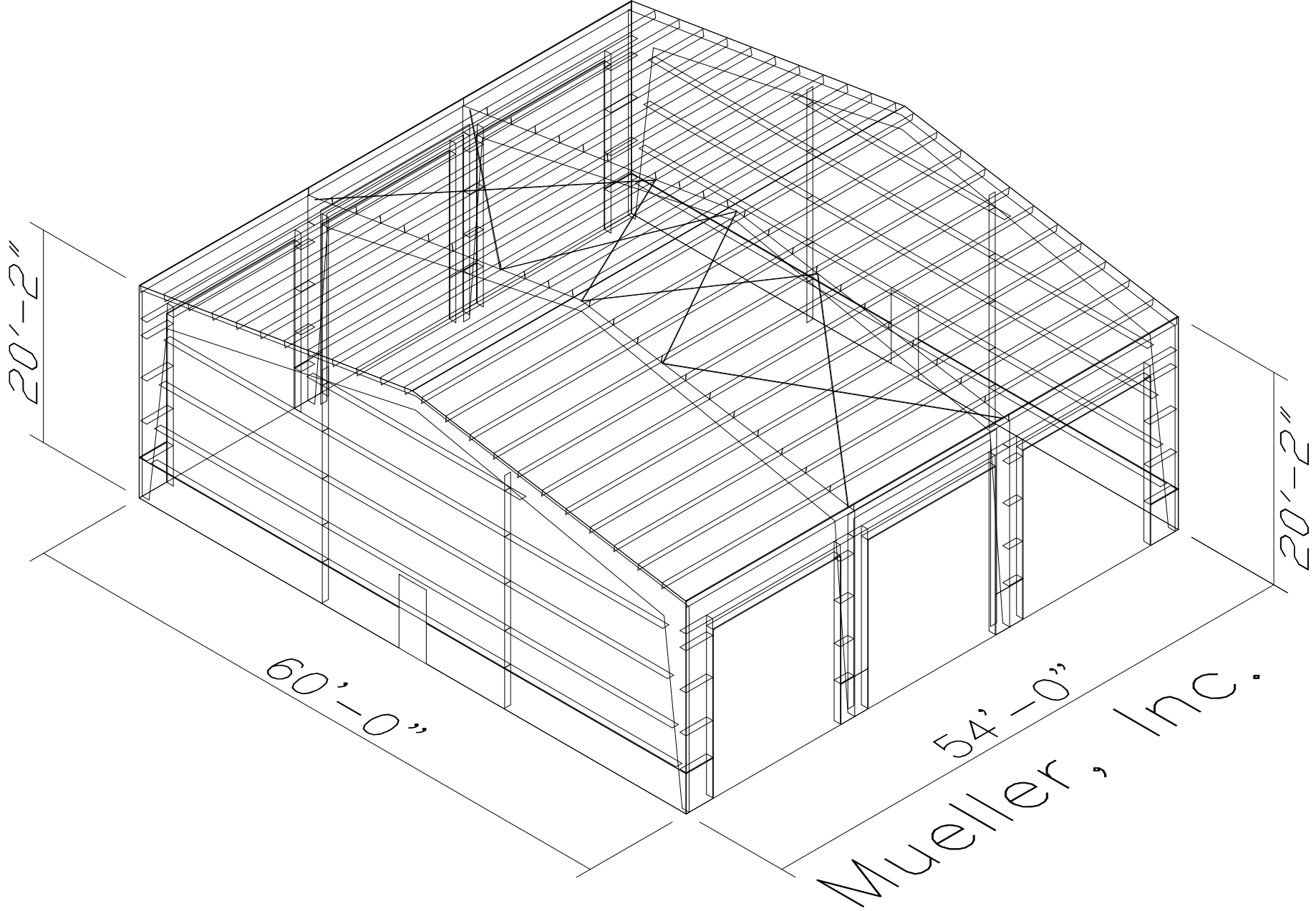
Next Steps

With the KMOC Project nearing 95% of its Guaranteed Maximum Price (GMP) package, staff seeks Council direction on the preferred path forward. Two procurement options are available:

- Buy Board Process
- Request for Proposals (RFP)

RECOMMENDATION:

Staff seeks Council approval to proceed with the Apparatus Bay Project for Station 3, with costs not to exceed \$___, following the City of Angleton's Procurement Policy, which allows for either Buy Board Process or RFP.



Mueller, Inc.



Steel Building Systems & Components

Salesperson: Ethan Hartmann **Date:** 2/21/2025 **Job #:** 5248

Submittals

- Mueller Supplied Components Designed to meet TX Windstorm Criteria
- See Additional Architectural Drawings
- Request for Express
- Request for Pre-Approved Custom

Customer Data

Customer:	<u>City of Angleton</u>	End User:	<u>City of Angleton</u>
Cust. No:		Name:	<u>Fire Station Addition 3</u>
Mail Address:	<u>121 S Velasco</u>	Jobsite Address:	<u>2743 N Velasco</u>
City, State, Zip:	<u>Angleton, TX 77515</u>	City, State, Zip:	<u>Angleton, TX 77515</u>
Contact:	<u>Martha Eighme</u>	County:	
Day Phone:	<u>979-849-4364</u>	General Contr:	
Home Phone:	<u>-X 2111</u>	Address:	
Cell Phone:		City, State, Zip:	
Fax:		Customer Type:	
Email:			

Building Details Building 1 of 1

Building Type:	<input checked="" type="radio"/> RF <input type="radio"/> SS <input type="radio"/> LT	Eave Ht	Roof Slope	Girt Type		
Width:	<u>60.000'</u>	Peak Offset:	<u>30.000'</u>	Front Side: <u>20.167'</u>	<u>2.000 in 12</u>	<u>Flush</u>
Length:	<u>54.000'</u>	Back Side:	<u>20.167'</u>	Back Side: <u>20.167'</u>	<u>2.000 in 12</u>	<u>Flush</u>
Sidewall Bay Spacing	<u>1 @ 18.5000', 1 @ 17.0000', 1 @ 18.5000'</u>					

Frame ID	Frame Type*	Col Type*	Rafter Type*	Frame Line	# Int Col's
<u>1</u>	<u>Rigid Frame</u>	<u>Tapered</u>	<u>Tapered</u>	<u>2 3</u>	<u>-</u>
<u>2</u>	<u>Rigid Frame</u>	<u>Tapered</u>	<u>Tapered</u>	<u>1 4</u>	<u>-</u>

* May change due to engineering requirements

Building Code (Provided by customer): **Building Loads:**

Design Code:	<u>IBC'18</u>	Dead Load:	<u>2.50 psf</u>
Closed/Open:	<u>C</u>	Live Load:	<u>20.00 psf</u>
Exposure:	<u>C</u>	Load Reduction:	<u>Yes</u>
Importance - Wind:	<u>1.00</u>	Ground Snow:	<u>0.00 psf</u>
Site Class:	<u>D</u>	Collateral:	<u>3.00 psf</u>
Importance -Seismic:	<u>1.50</u>	Wind Load:	<u>161.00 mph</u>
Seismic Coefficient:	<u>0.1</u>		
Importance - Snow:	<u>1.00</u>		

Other Loads:

Crane Load? Yes No
 Floor Load? Yes No
 Parapet / Mansard? Yes No
 (Attach Separate Data Sheet)

Stepped elevations or structures within 20 feet? Yes No

Building Use Classification: **Essential Facilities**

Description of building use: **Firestation**

Frame Coating

Main Columns & Rafters

- Red oxide
- Hot-Dipped Galv'd

Purlins, Girts, Eave Struts

- Red oxide
- Pre-Galvanized
- Hot-Dipped Galv'd

Door Framing

- Red oxide
- Pre-Galvanized
- Hot-Dipped Galv'd

Base Angle

- Red oxide
- Pre-Galvanized
- Hot-Dipped Galv'd

End Frames**Base Condition****Wall Bracing**

Item 3.

	Left	Right
Expandable	●	●
Non-Exp RF	○	○
Std. Endwall	○	○
CF Endwall	○	○

- Angle
- Trim
- Channel
- Girt
- GZ Base Fixture

- Roof:
- Left Endwall:
- Front Sidewall:
- Right Endwall:
- Back Sidewall:

Bracing Details	
Diagonal Bracing	_____
Rigid Frame	_____
Wind Bent	_____
Rigid Frame	_____
Wind Bent	_____

Framed Openings

Note: Welded Clips

Wall	Bay	Open Width	Header Ht	Sill Ht	Offset
Front Sidewall	1	14.000'	16.000'	0.000'	3.000'
Front Sidewall	2	14.000'	16.000'	0.000'	1.500'
Front Sidewall	3	14.000'	16.000'	0.000'	1.500'
Back Sidewall	1	14.000'	16.000'	0.000'	3.000'
Back Sidewall	2	14.000'	16.000'	0.000'	1.500'
Back Sidewall	3	14.000'	16.000'	0.000'	1.500'

*Note on framed openings: Mueller, Inc will supply the necessary reinforcement to brace framed openings against necessary loadings. If the size of the framed openings are specified by the customer, Mueller, Inc will not be responsible for adaptability of fit-up of items installed in these framed openings other than stock overhead doors supplied by Mueller, Inc

Purlin Extensions

Wall	Surface	Length	Soffit
None			

Eave Extensions and Canopies

Wall	Bay St	Bay End	Height	Width	Slope	Soffit
None						

Open walls:

*Note: All open walls will contain necessary columns unless otherwise noted.

Left Endwall:	○ Yes	● No	Right Endwall:	○ Yes	● No
Front Sidewall:	○ Yes	● No	Back Sidewall:	○ Yes	● No

Partial Walls and Wainscot:

Wall	Wainscot	Bay Start	Bay End	Open Height	Base	Full Load
Left Endwall	Yes	1	3	3.833'	D	Y
Front Sidewall	Yes	1	3	3.833'	D	Y
Right Endwall	Yes	1	3	3.833'	D	Y
Back Sidewall	Yes	1	3	3.833'	D	Y

Liner Panel

Location	Start	End	Height
None			

Sheets & Trim

Location	Color	Panel	Gauge	Quality	Trim
Roof	Bright White IECC	PBR	26	30 Yr.	Gable: Patriot Red
Walls	Lt Stone	PBR	26	30 Yr.	Eave: Patriot Red
Soffit	---				Corner: Patriot Red
Roof Liner	---				Jamb: Patriot Red
Wall Liner	---				Liner: ---
Wainscot	Galvalume Plus	R	26	20 Yr.	Wainscot: Patriot Red

* see specific details at www.muellerinc.com.

Fasteners

Item 3.

<u>Roof</u>		<u>Walls</u>		<u>Soffit</u>	
Panel:	TEK1.25	Panel:	TEK1.25	Panel:	--
Lap:	LAPTEK	Lap:	LAPTEK	Lap:	--
Type:	ZAC	Type:	ZAC	Type:	--

Ridge Covering

Eave Condition

- Peak Sheets
- Ridge Roll

- Front Sidewall
- Gutter & 4 Downspouts
 - Eave Trim

- Back Sidewall
- Gutter & 4 Downspouts
 - Eave Trim

Project Deflection Requirements

Main Frame Sidesway	H/180	Wall Girts	L/90	Rigid Frame (Crane)	N/A
Bracing Sidesway	H/180	Wall Panel	L/90	Wind Framing (Crane)	N/A
Endwall Columns	L/110	Roof Purlin	L/180		
Rigid Frame Rafters	L/180	Roof Panel	L/180		

** Vertical deflection limits of roof members are under Live Load Only**

Accessories

**** All accessories need to be applied to the base price as shown on the pricing page. ****

<u>Item Description</u>	<u>Quantity</u>	<u>Price</u>
Total Main Bldg		\$0.00

Special Requirements:

- 1) Mueller has provided a qualified bid using Mueller standard materials and design practices.
- 2) Bracing is cable in lieu of rod
- 3) Insulation and doors are by others

Notes: Anchor Bolts are not included with this Purchase Agreement.

Base Building Price:

\$60,204.01

Item 3.

(FOB Ballinger TX, Accessories and Taxes are not included)

Accessories	\$0.00
Delivery Charge to Destination	\$750.00
Total without Tax	\$60,954.01
Tax (8.25%)	Tax exempt
Total with Delivery and Tax *	\$60,954.01
Required Deposit:	-\$15,238.50
Balance Due per Terms & Agreement	\$45,715.51

* Including tax if applicable

Delivery Option: **Direct Ship** **Drop Ship** **Branch Delivery** **Common Carrier**
 Will Call

- This price includes the engineered drawings for the building described in this Agreement.
- Quoted prices will be honored for 14 days unless specified otherwise by Mueller.
- Any Change Orders issued or incurred by Customer may delay Mueller's performance and will incur price adjustments.
- Order pricing will be subject to price of steel increases if Customer delays Mueller's performance by 30 days or if Customer does not take receipt of the materials within 30 days of the ready-to-ship or pick-up date.
- Pricing will not be affected if delivery schedule cannot be met by Mueller.
- Concrete slab & foundation engineering are the customer's responsibility; please check local codes and/or ordinances for project requirements, if any.

Terms and Conditions



Date: 2/21/2025

Item 3.

- 1) **Mueller:** When the word “Mueller” is used in this document, it shall be construed to mean Mueller, Inc.
- 2) **Mueller’s Scope of Work:** Mueller is a manufacturer and the supplier of the materials contained in this Order Document. Mueller is not the General or Prime Contractor of any work performed and does not provide any inspection, supervision, installation, or erection services. If an Engineer of Record is needed for the project, Buyer understands that Mueller and/or Mueller’s engineer is not the Engineer of Record or Design Professional in Responsible Charge for Buyer’s project. Any drawings furnished to Mueller are for reference only.
- 3) **Value+ Buildings:** While Mueller assisted Buyer in the design of Buyer’s Value+ Building/s, Mueller has contracted with ACT Building Systems to provide the engineering and detailing for Mueller’s Value+ Line of buildings. ACT Building Systems has retained the services of professional engineers as independent contractors who are responsible for the structural design of the building as detailed on the engineer sealed drawings provided through ACT. Neither Mueller, ACT Building Systems, nor the independent-contractor engineer providing the engineer seal drawings is the Engineer of Record or Design Professional in Responsible Charge for Buyer’s Project.
- 4) **ProVia Products, Registration, and Warranty:** Mueller is a distributor of certain ProVia products. For warranty information for ProVia products, see ProVia’s website, <https://www.provia.com/warranty/>, for ProVia warranties and warranty registration process. For information on Mueller warranties, see Paragraph 10) Warranties or visit Mueller’s website for copies of all Mueller warranties for Mueller products.
- 5) **Storage Buildings:** For engineered storage buildings, Mueller may use independent, third-party, professional engineers who are responsible for all engineering services including, but not limited to, the steel design and engineer sealed drawings. Neither Mueller nor any such third-party engineer is the Engineer of Record or Design Professional in Charge responsible for Buyer’s Project.
- 6) **Material To Be Furnished:** This Order Document covers only items specifically set out in this document. In the event of conflict between drawings, specifications, and this document, only material listed herein will be furnished. All materials furnished are to be governed by Mueller specifications. All other material furnished will be at extra charge. Due to a program of continuing improvement, product literature and specifications are subject to change without notice.
- 7) **Taxes:** Except as otherwise expressly provided herein, all excise, privilege, occupation, sales, use, personal property, and other taxes applicable to the sale, purchase, construction, use or ownership of any of Mueller’s products and/or work provided herein, and for which Mueller shall be liable to collect or pay, shall be added to the Order Document and shall be paid by Buyer. Buyer further agrees to indemnify and hold harmless Mueller if Mueller is found responsible for any state or federal taxes owed by Buyer.
- 8) **Freight:** Freight is “F.O.B. Jobsite”. Delivery as scheduled, as much as practical, at the convenience of the Buyer. Buyer assumes full responsibility for furnishing Mueller adequate access to construction site, if in the opinion of the driver, it is impractical to reach the Project site to off load, the point of delivery shall be that place where, in the opinion of the driver, off loading may reasonably proceed. If driver decides it is impractical or unsafe to reach the Project site, Mueller will contact Buyer in a timely fashion to coordinate an alternative solution.
- 9) **Inspection, Shortages, and Damages:** Buyer shall have two (2) weeks following Buyer’s receipt of the materials to inspect and report to Mueller in writing any defective or missing materials. Following this inspection period, Buyer is deemed to have accepted all materials not rejected or reported missing. Buyer’s acceptance does not affect Mueller’s obligations under Mueller’s Standard Warranties and does not apply to materials later found to have latent defects, defined as defects unable to be identified by visual inspection during the inspection period. It is agreed that claims for errors, shortages, imperfections, and deficiencies will not be entertained by Mueller unless made in writing to the appropriate sales department of Mueller within two (2) weeks after receipt of goods, and Mueller shall not in any event be liable for labor charges or consequential damages from any claimed defective materials. Buyer agrees that no back charges or offsets of any kind will be taken without Mueller’s written consent.
- 10) **WARRANTY. TO THE FULLEST EXTENT ALLOWED BY LAW MUELLER MAKES NO WARRANTIES EXCEPT THE WARRANTIES CONTAINED IN MUELLER’S STANDARD WARRANTIES. MUELLER’S STANDARD WARRANTIES ARE FOUND ON MUELLER’S WEBSITE. THE APPLICABLE WARRANTIES ARE THOSE IN EFFECT AT THE TIME OF THIS AGREEMENT. MUELLER’S LIABILITY IS LIMITED AS SET FORTH ON ITS STANDARD WARRANTIES, AND UNDER NO CIRCUMSTANCES SHALL MUELLER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. MUELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED BY MUELLER AND WAIVED BY BUYER. MUELLER MAY DELIVER, BY SEPARATE DOCUMENT, CERTAIN LIMITED WARRANTIES TO BUYER, WHICH LIMITED WARRANTIES MUST BE SIGNED BY BOTH MUELLER AND BUYER PRIOR TO OR AT THE TIME OF DELIVERY TO BUYER TO BE EFFECTIVE.**
- 11) **Delay by Mueller:** Mueller shall not be liable for any indirect, consequential, or liquidated damages including loss of use which Buyer may suffer by reason of Mueller’s delays in the performance of this agreement resulting from circumstances beyond Mueller’s reasonable control.
- 12) **Delay by Buyer:** In the event Buyer delays delivery or otherwise delays Mueller’s performance by more than thirty (30) days, Mueller may re-price the materials to current market conditions to account for any price increases in materials. In the event Buyer delays delivery or fails to take possession of the materials by the agreed upon date, Buyer agrees that material stored at Mueller is subject to deterioration due to the effects of weather and such deterioration is not cause for rejection.
- 13) **Change Orders:** In the event Buyer issues or incurs any change orders, Buyer understands and agrees that Mueller’s performance may be delayed and the price may increase.
- 14) **Force Majeure Event:** Neither Mueller nor the Buyer shall be liable for any delay in or inability to complete the performance of the Agreement because of unforeseen circumstances beyond their respective control, such as acts of God, industrial conflicts (including without limitation strikes, lockouts, and work interruptions), cyberattacks, government rules, regulations, suspensions or requisitions of any kind, fires, casualties or accidents. Either party affected by a Force Majeure event shall promptly upon learning of such event give notice to the other party, stating the nature of the Force Majeure event, its anticipated duration, and all actions being taken to avoid or minimize its effect.

Terms and Conditions

Date: 2/21/2025

- 15) **Insurance:** Mueller agrees to carry Workman's Compensation insurance as required by the laws of the State where Mueller's work is performed. Mueller agrees to carry Workman's Compensation insurance and Comprehensive General Liability insurance, including Property Damage, and Automobile Liability, covering the work performed by Mueller. Certificates of insurance coverage will be forwarded upon request. All other forms of insurance for the Project will be carried by Buyer or Buyer's contractor/s, unless otherwise agreed in writing.
- 16) **INDEMNITY: TO THE FULLEST EXTENT ALLOWED BY LAW, BUYER AGREES TO DEFEND AND INDEMNIFY MUELLER FROM AND AGAINST ANY AND ALL CLAIMS, INCLUDING CLAIMS FOR THE LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR PERSONAL INJURY, INCLUDING CLAIMS FOR WRONGFUL DEATH, ARISING FROM BUYER'S REAL OR ALLEGED NEGLIGENCE, GROSS NEGLIGENCE, OR BREACH OF THIS AGREEMENT. THIS OBLIGATION TO DEFEND AND INDEMNIFY APPLIES REGARDLESS OF WHETHER IT IS CLAIMED THE DAMAGES WERE CAUSED BY THE COMPARATIVE NEGLIGENCE OF MUELLER.**
- 17) **Limitation of Liability:** In no event shall either party, Mueller or Buyer, be liable to the other party for any indirect, consequential, special, incidental, or punitive damages, or for any lost profits or business interruption of any kind or nature whatsoever. If Buyer's project involves retrofit materials or materials extending any existing structures and/or labor are supplied hereunder, Buyer understands and agrees that Mueller's is not liable or responsible for anything which results from transfer of any load to the existing structure.
- 18) **Credit:** Reasonable doubt on the part of Mueller of Buyer's financial responsibility shall entitle Mueller to stop operations, decline shipment, withhold delivery of any material in transit, or to exercise any other rights or remedies Mueller possesses in law and/or equity, without liability whatsoever to Mueller, until Buyer has paid for all material referred to in this proposal, or satisfied Mueller of its financial responsibility. It is further agreed that Buyer will pay all costs of collecting, securing, or attempting to collect or secure any indebtedness which may be hereunder, including reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. Should Buyer fail to make payment upon terms designated by Mueller, a penalty of 1 ½ percent per month shall be levied, based on the balance of any invoice resulting from this Order Document or approved change orders. If state law prohibits this rate, the interest charged in the annual percentage rate will be the maximum allowed by state law. Payment for all materials delivered shall become due immediately upon delivery in accordance with the terms stated within this Order Document. In the event payment terms are not stated within this Order document, payment for all material becomes due on delivery.
- 19) **Code Compliance:** Buyer agrees that it will be Buyer's responsibility to ensure that any building ordered from Mueller meets the local codes or applicable regulations. Mueller only warrants that the buildings will meet specific loads outlined in the Order Document. Buyer understands that Mueller's engineer is not the Engineer of Record. Mueller reserves the right to change design or make structural substitutions of material which do not materially affect the strength or structural integrity of the building(s) purchased under this proposal. The "Design Practice" section of the MBMA Manual, 2012 edition (or most recent edition at the time of the contract), may be used as a general reference guide for clarification and interpretation of design load application.
- 20) **Acceptance and Cancellation:** Upon Buyer's signature, this proposal will become a Contract and final expression of agreement between Buyer and Mueller relating to the materials and/or work herein proposed to be sold. This Order Document cannot be modified except in writing signed by both parties. In the event of modification of this Order Document, any such modification shall be deemed to include all provisions of this Order Document.
- 21) **Assignment:** Neither party shall assign this Order Document or sublet it as a whole without written consent of both parties.
- 22) **Enforcement:** In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any reason be held to be unenforceable in any respect, such unenforceability shall not affect any of the provisions of this agreement, but this agreement shall be construed as if such unenforceable provisions have never been contained herein. All questions of enforceability and interpretation which may arise under this agreement shall be construed in accordance with and determined by the provisions of the Uniform Commercial Code.
- 23) **Entire Agreement:** This writing is intended by the parties as a final expression of their agreement, and it is intended also as a complete and exclusive statement of terms of their agreement and replaces any prior written or verbal agreement. No purchase order issued in conjunction with this order shall be binding unless specifically agreed to in writing by a Mueller Manager.
- 24) **Special Inspection:** Proposal and Contract contains no provision for third-party inspections by outside parties. If a third-party fabrication inspection is requested by Buyer, Mueller must be notified a minimum of four (4) weeks prior to the scheduled delivery date so that the inspection can be accommodated. Field Inspections of any nature are not within the scope of work of this order.
- 25) **Governing Laws and Venue:** The Order Document shall be governed by and construed in accordance with the laws of the State of Texas. **Each party, acting for itself and its successors and assigns, hereby expressly and irrevocably consents and agrees as follows:**
- a. **For products purchased within the State of Texas:** i) Any claims or controversies under or related to this Order Document, or any other agreement related hereto (including any action for the confirmation and enforcement of any arbitration award or for any litigation which may arise out of or be related to the Order Document) shall be exclusively determined in the state court located in Tom Green County, Texas, ii) the parties consent to jurisdiction in Tom Green County, Texas; and iii) that venue is proper only in this forum, and no other.
- b. **For products purchases outside the State of Texas:** i) Any claims or controversies under or related to this Order Document, or any other agreement related hereto (including any action for the confirmation and enforcement of any arbitration award or for any litigation which may arise out of or be related to the Order Document) shall be exclusively determined in the state court located in Tom Green County, Texas or the United States District Court for the Northern District of Texas; ii) consents to the jurisdiction of Tom Green County, Texas or the United States District Court for the Northern District of Texas; and iii) that venue is proper only in those two forums, and no other.
- 26) The primer coating on fabricated frame components is not a finished painted coat. Cosmetic complaints, such as scratching, marring, blotching, bare spots or runs, should be expected and are not grounds for rejection. Additional primer to recoat affected areas is available upon request.

End of Terms & Conditions

Buyer understands that by signing below, it accepts this Agreement, and its terms and conditions become legally binding on Buyer at the time of Seller's acceptance. Prior to accepting this Agreement, Seller encourages Buyer to carefully review this Agreement and, if desired, consult professional legal counsel. Prior to Buyer's acceptance of this Agreement, Seller also encourages Buyer to contest and negotiate with Seller any terms or conditions of this Agreement that Buyer deems objectionable or unacceptable.

Item 3.

This Agreement entered into as of the day and year first written above by:

BUYER:

Signature & Date

MBS Version: 2/20/2025



AGENDA ITEM SUMMARY FORM

MEETING DATE: March 11, 2025

PREPARED BY: Chris Whittaker

AGENDA CONTENT: LS 24 CDBG Agreement with Brazoria County

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND:

EXECUTIVE SUMMARY:

The City of Angleton has had previously completed a I/I study and selected LS 25 collection system to be included in the County's CDBG project. At the time of the initial selection, the entire City of Angleton was considered a LMI community. However, new LMI data effective August 1, 2024 change the LMI maps and only small portions of the community was considered LMI areas. LS 25 collection system was no longer eligible for CDBG funding. The City worked closely with the County and identified another area in the I/I study that would meet the LMI criteria. Lift Station 24's collection system is an aging sanitary sewer system that was identified in the I/I study as a major contributor inflow into the City's sanitary sewer collection system.

The attached agreement will be for the rehabilitation of 850 linear feet of sanitary sewer ranging in size from 18-inches to 12-inches. Also included in this project will be the rehabilitation of several manholes and 6 sanitary sewer service replacements. Included in this package is an exhibit of the project area and associated OPCC.

The grant is for \$220,000. The City will need to match 20% of this grant amount. This could be used for the engineering and construction administration cost of the project.

RECOMMENDATION:

Staff recommends the City execute the agreement with the County for CDBG funding for the rehabilitation of a portion of Lift Station 24's collections system.

**AGREEMENT BETWEEN
BRAZORIA COUNTY
AND
CITY OF ANGLETON**

THIS AGREEMENT, entered this 1st day of March, 2025 by and between Brazoria County (herein called the “Grantee”) and City of Angleton (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; Entitlement Grant CFDA 14.218; Grant Number B-24-UC-48-0005; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a public infrastructure program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities approved under the 2024 Community Development Block Grant (CDBG) Program Action Plan, as amended:

City of Angleton Sewer Improvements- The City of Angleton will replace approximately 850 linear feet of existing 12” and 18” vitrified clay pipe sanitary sewer gravity main with 12” and 18” HDPE sanitary sewer (pipebursting), and the replacement of six (6) sanitary sewer service connections.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the activities carried out with funds provided under this agreement will meet the CDBG Program’s National Objective of (benefit low- and moderate-income persons, as defined in 24 CFR 570.208.

III. GOALS AND PERFORMANCE MEASURES

The Subrecipient will assist a public facility with approximately 365 people, of which 81.1% are low- and moderate-income persons, with improved suitable living environment by providing availability/accessibility through infrastructure improvements.

IV. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of March, 2025 and end on the 31st day of May, 2026. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The milestones for the proposed project shall be as follows:

Complete environmental review	3 months
Complete engineering proposals and award contract	1 months
Complete engineering design and contract documents	2 months
Advertise bids and award construction contract	1 month
Conduct preconstruction conference and issue Notice to Proceed	1 month

Complete construction	6 months
Final inspection and completion of Certificate of Construction Completion	<u>1 month</u>
Total:	<u>15 months</u>

V. PERFORMANCE MONITORING

The Grantee will monitor the performance of the Subrecipient against the goals, performance standards and construction milestones as stated herein. Substandard performance as determined by the Grantee will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension, or termination procedures will be initiated.

VI. GRANT AMOUNT

It is expressly understood that the maximum total amount to be paid by Grantee under this Agreement shall be Two hundred twenty thousand and no cents (\$220,000.00). Furthermore, it is expressly understood by Subrecipient that Grantee's obligation under this Agreement is conditioned upon receipt of such funds from the U. S. Department of Housing and Urban Development.

Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall be Two Hundred Twenty Thousand and No Cents (\$220,000.00), or the amount received from HUD, whichever is less.

VII. BUDGET

<u>Line Item</u>	<u>Amount</u>
Construction	214,557.00
Environmental Review	<u>5,443.00</u>
Total	<u>\$220,000.00</u>

In addition, if the Grantee requires a more detailed budget breakdown, the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

VIII. PAYMENT

Invoices for payment must be signed by the Subrecipient and Engineer, if applicable, prior to submission for payment. Invoices for the payment of eligible expenses shall be submitted to the Grantee in accordance with the procedures as established by the Brazoria County Auditor's Office. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302 & 305.

IX. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

X. SPECIAL CONDITIONS

<u>Grantee</u>	<u>Subrecipient</u>
L. M. "Matt" Sebesta, Jr., County Judge Brazoria County Brazoria County Courthouse 237 E. Locust, Suite 401 Angleton, Texas 77515	Chris Whittaker, City Manager City of Angleton 121 South Velasco Angleton, TX 77534

A. Water and/or Sewer Facilities Planning or Construction

Notwithstanding any other provisions of this Agreement, no funds provided under this Agreement may be obligated or expended for the planning or construction of water or sewer facilities until the Subrecipient's receipt of written notification from the Grantee that the U. S. Department of Housing and Urban Development has issued a release of funds on completion of the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and the U. S. Department of Housing and Urban Development's implementing regulations at 24 CFR Part 52.

B. New or Revised Water and/or Sewer Facilities Planning or Construction

As required under Executive Order 12372 and 24 CFR Part 52, the subrecipient shall receive written notification from the Grantee that the U. S. Department of Housing and Urban Development has issued a release of funds before obligating or expending any funds provided under this Agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under Executive Order 12372 and implementing regulations.

XI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U. S. Housing and Urban Development regulations concerning Community Development Block Grants). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available utilize funds available.

B. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

C. Limitation of Liability

The Grantee shall not be liable for any person's personal injuries or for any loss or damage to any person's property that is not caused by Grantee. The Grantee shall not be liable for any claims, actions, suits, charges or judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement. The Parties expressly acknowledge that the Subrecipient'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 Subrecipient is invalid. Nothing in this Agreement requires that the Subrecipient incur debt, assess or collect funds, or create a sinking fund.

D. Workers' Compensation Insurance

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, as required by State law.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to Two Hundred Twenty Thousand Dollars and No Cents (\$220,000.00). The Subrecipient shall comply with Brazoria County's local insurance requirements and the bonding requirements as set forth in 2 CFR 200.304 and 2 CFR 200.310, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

The Grantee may suspend this agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein and referenced in 2 CFR 200.338. The Grantee may also declare

the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, 2 CFR 200.339 shall apply in addition to all finished or unfinished documents, data studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this agreement shall, at the option of the Grantee, become the property of the Grantee. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination if applicable.

If a Subrecipient agreement is suspended or terminated, costs incurred are not allowable except as referenced in 2 CFR 200.342) and are due back to Grantee.

XII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E as applicable; for all costs incurred whether charged on a direct or indirect basis.

2. Cost Principles

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR 200.400, Subpart E, "Cost Principles" and 24 CFR 570.503(b)(4) would apply.

If the Subrecipient is a non-profit organization or educational institution chartered under the laws of the State of Texas, the Subrecipient shall administer its program in conformance with 2 CFR 200, Subpart E, "Cost Principles", as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in Subpart J of 24 CFR Part 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

- c. Records determining the eligibility of activities or services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; Financial records as required by 24 CFR Part 570.502, and 2 CFR 200; and
- f. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he or she has received final payment. Notwithstanding the above, if there is litigation claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Beneficiary Data

The Subrecipient shall maintain beneficiary data demonstrating that the activities carried out with the funds provided under this agreement meets one or more of the CDBG Program's National Objectives as defined in Subpart C of 24 CFR Part 570.208. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify property and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in Subpart J of 24 CFR Part 570 and specifically 24 CFR 570.505, as applicable.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make transcripts or copies of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and

may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit if required by Federal law or regulation to be conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, 2 CFR 200.500, Subpart F, Audit Requirements.

C. Additional Requirements

1. Program Income

The Subrecipient shall report "monthly" all program income as defined at Subpart J of 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement to the Grantee. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.503 and 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. Any program income received after the expiration of this Agreement shall be paid to the Grantee as required by 24 CFR 570.503(b)(7).

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient. All invoices being submitted for reimbursements and/or payments must be received in the office of the Brazoria County Community Development Department within 30 days following the end of the Agreement period.

4. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Brazoria County area (which includes Harris, Fort Bend, Galveston, and Matagorda counties) paid with funds provided under this Agreement.

5. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee as required by 24CFR 570.503(b)(2).

D. Procurement of Materials, Property or Services

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement, unless otherwise specified by the Grantee.

2. Build America, Buy America (BABA)

The Subrecipient agrees to comply with the Build America, Buy America (BABA) Act, 41 USC § 8301 et seq, enacted in the Infrastructure Investment and Jobs Act on November 15, 2021. Any CDBG funded construction, alteration, maintenance, or repair project using steel or iron, including buildings and real property, including housing, utilities, water systems (drinking water and wastewater), electrical transmission facilities and systems, broadband infrastructure, and transportation infrastructure projects, where the total of any federal financial assistance in the project is \$250,000 or greater, are subject to the Build America, Buy America Act where all iron and steel products used in the project must be produced in the United States.

The prime contractor and all subcontractors (all tiers) must comply with the requirements of the BABA Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, as applicable to the Community Development Block Grant (CDBG) infrastructure project. Pursuant to the U.S. Department of Housing and Urban Development's (HUD's) notice, "Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

3. Procurement and Property Management Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326, Subpart D, Procurement Standards, and shall subsequently follow 2 CFR 200, Subpart D, Property Standards, and 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504, and 24 CFR 570.505 covering utilization and disposal of property. The Subrecipient shall maintain real property inventory records which clearly identify property and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform with Subpart J of 24 CFR Part 570.502(a)(5) for real property and Subpart J of 24 CFR Part 570.502(a)(6) for equipment and 24 CFR 570.505, as applicable.

4. Use and Reversion of Assets:

The use and disposition of real property and equipment under this agreement shall be in compliance with the requirements of 2 CFR 200, Subpart D, Property Standards and 24 CFR 570, Subpart J, Grant Administration. Specific requirements include 2 CFR 200.311, 2 CFR 200.313, 2 CFR 200.314, 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504 and 24 CFR 570.505, as applicable, which include but are not limited to the following:

- a. The Subrecipient shall transfer to the Brazoria County any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b. Real property within the recipient's control which was acquired or improved in whole or in part using under this Agreement using CDBG funds in excess of \$25,000.00 shall apply from the date CDBG funds are first spent for the property until five (5) years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five (5) years after the closeout of the grant from which the assistance to the property was provided as specified in 24 CFR 570.505. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed time period, the property is to be disposed of in a manner which results in Brazoria County being reimbursed in the amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment to Brazoria County shall constitute CDBG Program Income and shall be subject to the provisions of 24 CFR 570.489(e).
- c. Personal property, supplies, and equipment acquired under this Agreement shall revert to Brazoria County or disposition in compliance with 24 CFR 570.503(b)(7), unless Subrecipient continues to carry out the same Program for which said property, supplies, and equipment was acquired or the Subrecipient shall compensate Brazoria County for CDBG's share in compliance with 2 CFR 200.313(e), 2 CFR 200.314 and 24 CFR 570.502(a)(6).

XIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606; 2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974; and 3) the requirements in 570.606(d) governing optional relocation policies. [At the discretion of the Grantee, the Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced, as defined by 24 CFR 570.606 (b)(2), as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

XIV. PERSONNEL & PARTICIPANT CONDITIONS

To the extent any of the below are still in full force and effect:

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended; Title VIII of the Civil Rights Act of 1968 as amended; the Fair Housing Act (P. L. 90-284) Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063 as amended by EO 12259; and with Executive Order 11246 as amended by Executive Orders

11375, 11478, 12086, and 12107.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 670.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The Grantee shall provide affirmative action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient, to the extent applicable, shall submit a plan for an Affirmative Action Program for approval prior to the disbursement of any funds to the Subrecipient.

2. Women- and Minority-Owned businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-

Americans, Spanish-speaking, Spanish surnamed or Spanish- heritage American, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or sub-contractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provision stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs XI (A), Civil Rights, and (B), Affirmative Action hereof, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U. S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreement and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey-workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. Section 3

A. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontract with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement. The Subrecipient will not enter into any Agreement with contractors and /or subcontractors who have been debarred or prohibited from federal Agreements.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, U.S. Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but or not limited to) the following:

- a. The subrecipient shall maintain a written or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award of administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the subrecipient shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) below regarding the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contacts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:

d. Lobbying Certification – (paragraph d)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in Subpart C of 24 CFR 570.200(j). An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

XV. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1314, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards under the National Flood Insurance Program that flood insurance is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint

Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subparts A and B. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, treatment and precautions that should be taken when dealing with lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XVI. SEVERABILITY

If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

FOR SUBRECIPIENT:

FOR GRANTEE:

By: _____

By: _____

John Wright, Mayor

L.M. "Matt" Sebesta, Jr.

Date: _____

Date: _____

Proposed Pipe Bursting of LS24 Collection System Along Gifford Road

Item 4.



Item	Unit	Quantity	Unit Cost	Cost
Traffic Control	LS	1	\$20,000.00	\$20,000.00
Storm Water Pollution Prevention Plan	LS	1	\$10,000.00	\$10,000.00
1" SewperCoat cementitious liner	VF	40	\$400.00	\$16,000.00
Sanitary service connections	EA	6	\$1,100.00	\$6,600.00
Replace 12" vetrified clay sanitary sewer gravity main with 12" HDPE via pipe bursting method	LF	470	\$135.00	\$63,450.00
Replace 18" vetrified clay sanitary sewer gravity main with 18" HDPE via pipe bursting method	LF	380	\$190.00	\$72,200.00

Total Cost = \$188,250.00
15% Contingency \$28,237.50

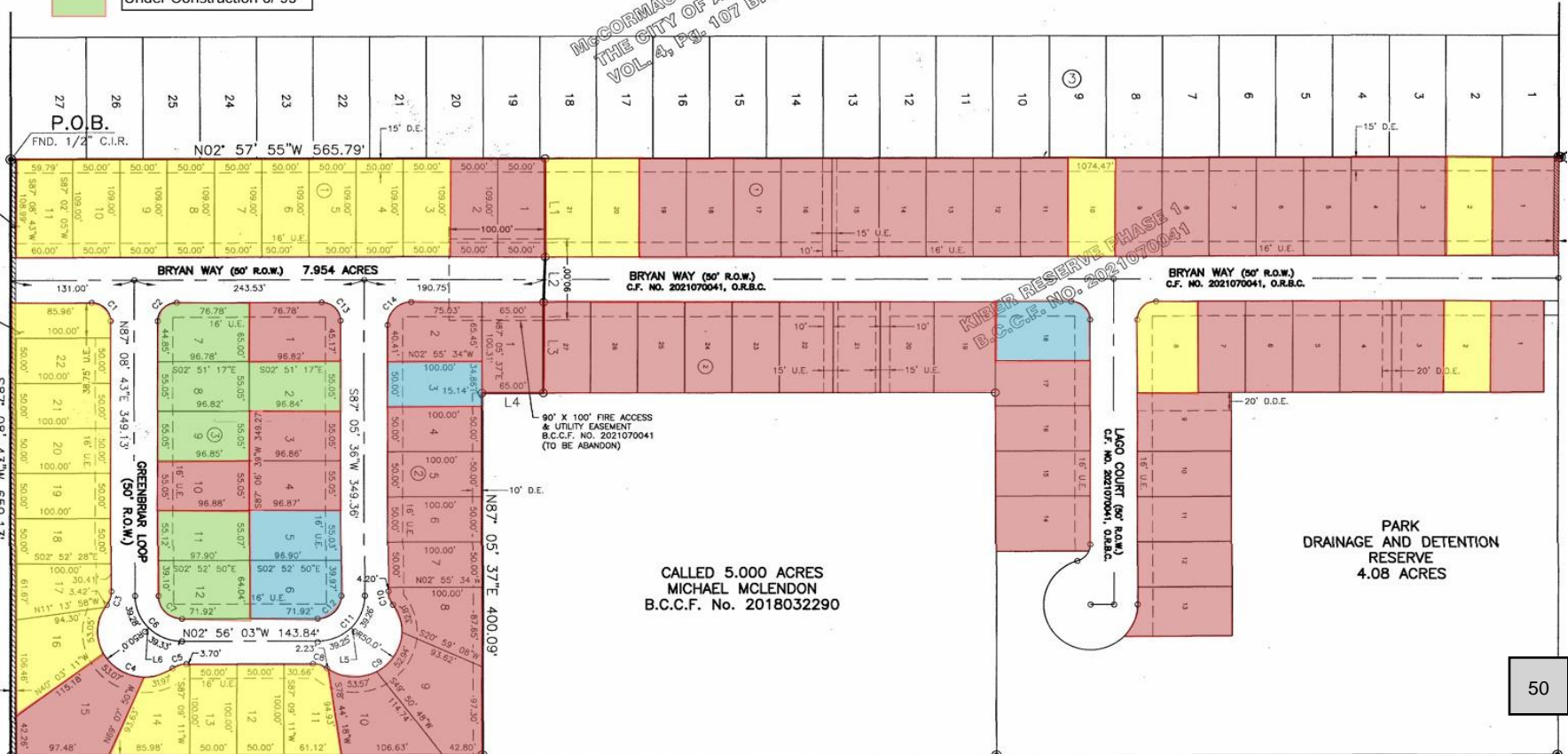
Estimated Total = \$217,000.00

Kiber Reserve Buildout Summary

As of 02/17/2025

- Vacant Lots 26/ 93
- Built Homes 4/ 93
- Home Owners 57/ 93
- Under Construction 6/ 93

MCGORMACK ADDITION TO THE CITY OF ANGLETON VOL. 4, PG. 107 B.C.P.R.



CALLED 5.000 ACRES
MICHAEL MCLENDON
B.C.C.F. No. 2018032290

Kiber Reserve Home Sales 2024/2025 YTD

	<u>1Q24</u>	<u>2Q24</u>	<u>3Q24</u>	<u>4Q24</u>	<u>2024 Total</u>	<u>2025 YTD</u>
Adams Homes	5	0	7	5	17	2
First America*	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>5</u>	<u>0</u>
Total	7	1	8	6	22	2

* First America sold its remaining lot position to Adams and they no longer own any lots or home inventory within the subdivision.

Kiber Reserve Home Sales Summary

2024/2025 YTD

	<u>1Q24</u>	<u>2Q24</u>	<u>3Q24</u>	<u>4Q24</u>	<u>2004 Ave.</u>	<u>2025 YTD</u>
Average Home Size (Sq. Ft)	1,634	1,651	1,599	1,612	1,616	1,931
Estimated Ave. Sale Price (\$000's)	\$257.6	\$250.0	\$249.0	\$251.1	\$252.3	\$267.0

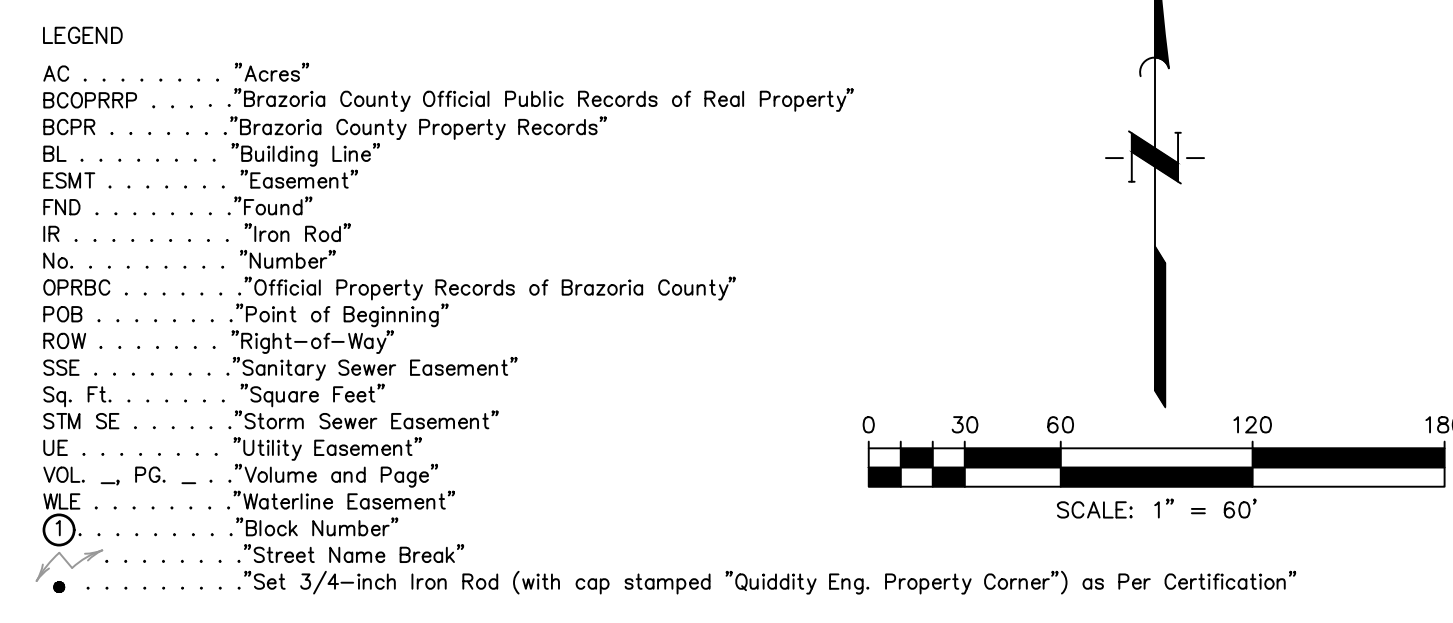
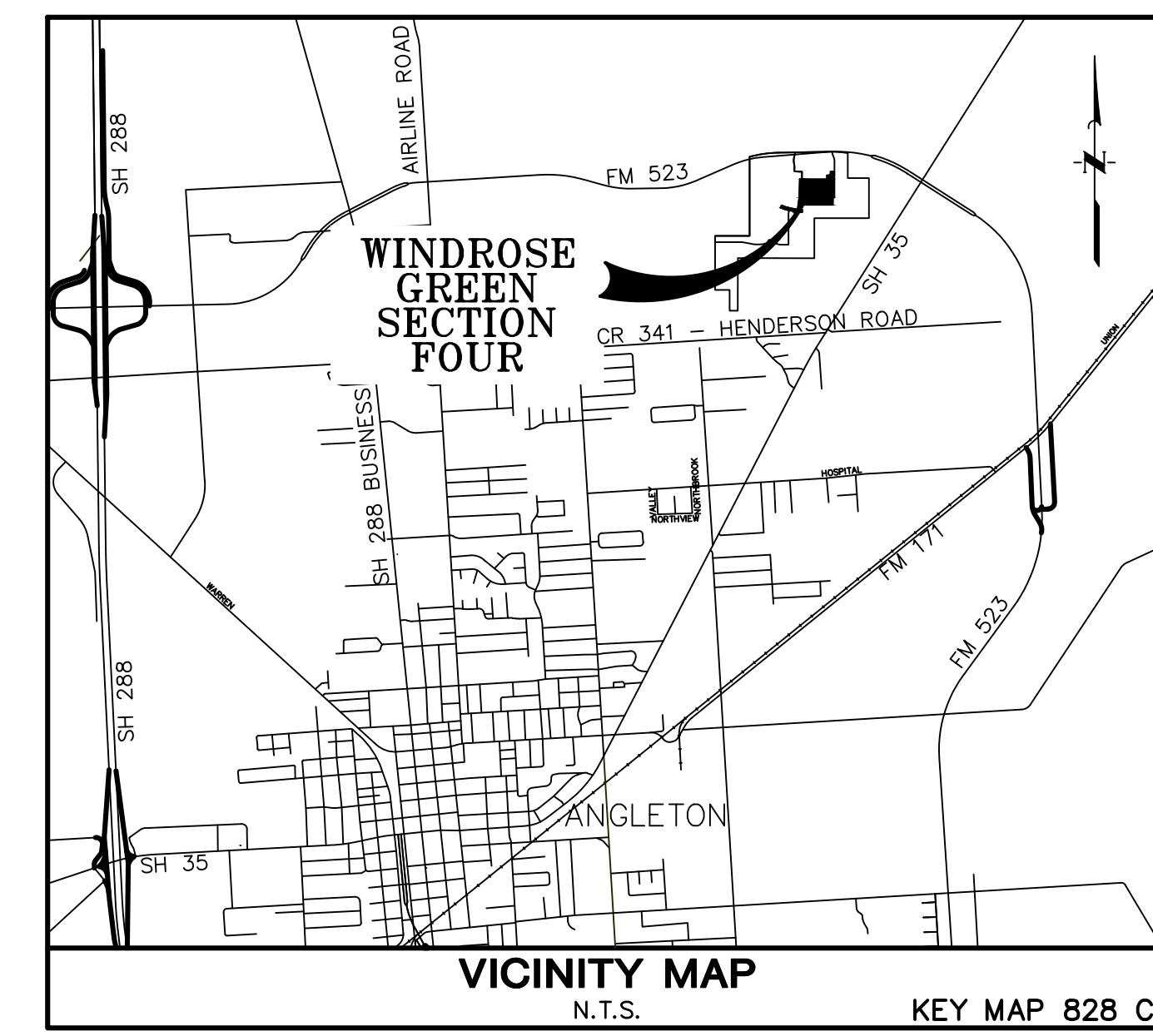
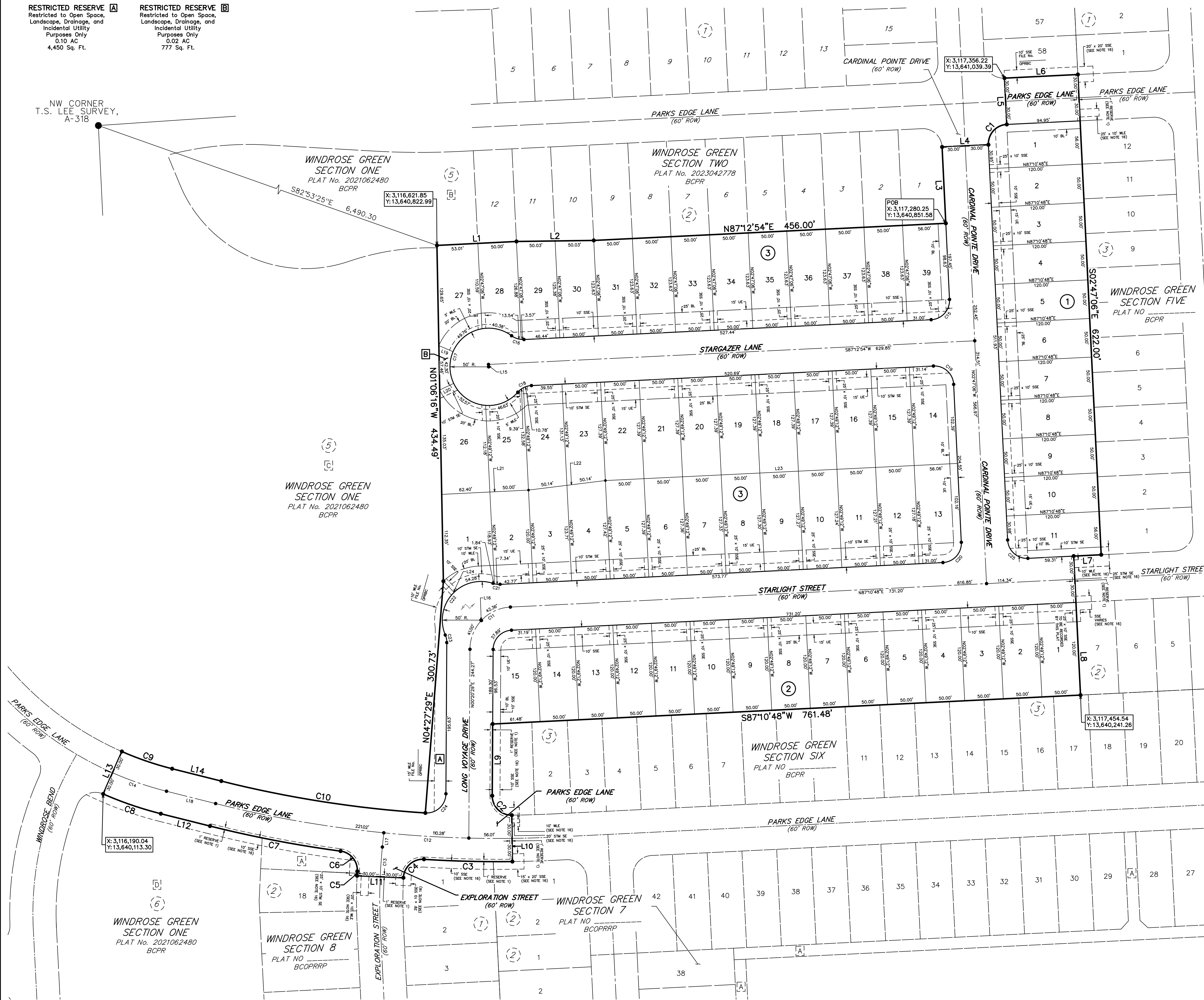
City Council for final consideration and approval. Motion was seconded by: Commission Member Regina Bieri; the Final Plat was approved with a 5-0 Vote.

Recommendation: City Council should approve the Windrose Green Section 4 Final Plat, subject to approval by the City Engineer.

RESTRICTED RESERVE [A]
 Restricted to Open Space,
 Landscape, Drainage, and
 Incidental Utility
 Purposes Only
 0.10 AC
 4,450 Sq. Ft.

RESTRICTED RESERVE [B]
 Restricted to Open Space,
 Landscape, Drainage, and
 Incidental Utility
 Purposes Only
 0.02 AC
 777 Sq. Ft.

NW CORNER
 T.S. LEE SURVEY,
 A-318



- GENERAL NOTES**
- A one-foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent property, the conditions of this dedication being that when the adjacent property is subdivided or re-subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and rest in the dedicant, his heirs, assigns, or successors.
 - Easements are hereby reserved as shown to facilitate roadways, drainage, and installation of utilities, including but not limited to electrical lines, wastewater disposal lines, gas, and water lines. There is also a reserved ten (10) foot strip centered along all tract lines for a general drainage and utility easement.
 - All reserves shall be owned and maintained by Homeowners Association or MUD.
 - HORIZONTAL DATUM:** All bearings are referenced to the Texas Coordinate System, North American Datum of 1983 (NAD83), South Central Zone.
 - VERTICAL DATUM:** All elevations are referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID 12B, based on Altterra's RTK Network, Stations HAGS_1012 and HCOG_14012.
 - According to the National Flood Insurance Program Flood Insurance Rate Map for Brazoria County, Texas, Map Number 48039C04354, dated December 30, 2020, this property lies partially within the Unshaded Zone "X", which is defined as areas determined to be outside the 500-year flood plain, the Shaded Zone "X", which is defined as areas determined to be inside the 500-year flood plain, as well as Zone "AE", which is defined as areas determined to be within the floodplain with base flood elevation of 26 feet.
 - The Coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and have a combined scale factor 0.999868872.
 - There are no pipelines or pipeline easements within the platted area shown hereon.
 - Sidewalks shall be constructed in accordance with the Development Agreement between the City of Angleton, Texas and Developer.
 - This subdivision shall be serviced by the following providers: Rancho Isabella MUD, Texas New Mexico Power, and Centric Gas & Fiber.
 - Notice: Selling a portion of this addition by metes and bounds is a violation of the Unified Development Code of the City of Angleton and State plotting statutes and is subject to fines and withholding of utilities and building permits.
 - Notice: Plat approval shall not be deemed to or presumed to give authority to violate, nullify, void, or cancel any provisions of local, state, or federal laws, ordinances, or codes.
 - Notice: The applicant is responsible for securing any Federal permits that may be necessary as the result of proposed development activity. The City of Angleton is not responsible for determining the need for, or ensuring compliance with any Federal permit.
 - Notice: Approval of this plat does not constitute a verification of all data, information and calculations supplied by the applicant. The Engineer of Record or Registered Public Land Surveyor is solely responsible for the completeness, accuracy and adequacy of his/her submittal whether or not the application is reviewed for code compliance by the City Engineer.
 - Notice: All responsibility for the adequacy of this plat remains with the engineer or surveyor who prepared them. In approving these plans, the City of Angleton must rely on the adequacy of the work of the Engineer and/or surveyor of record.
 - Incidental Utilities are including but not limited to the underground utility services.
 - Utility easement to be recorded by this plat and to expire upon incorporation into platted single-family section.

FINAL PLAT OF WINDROSE GREEN SECTION FOUR

A SUBDIVISION OF 13,539 ACRES OF LAND OUT OF THE T. S. LEE SURVEY, A-318 BRAZORIA COUNTY, TEXAS

65 LOTS 2 RESERVES 3 BLOCKS

FEBRUARY 2025

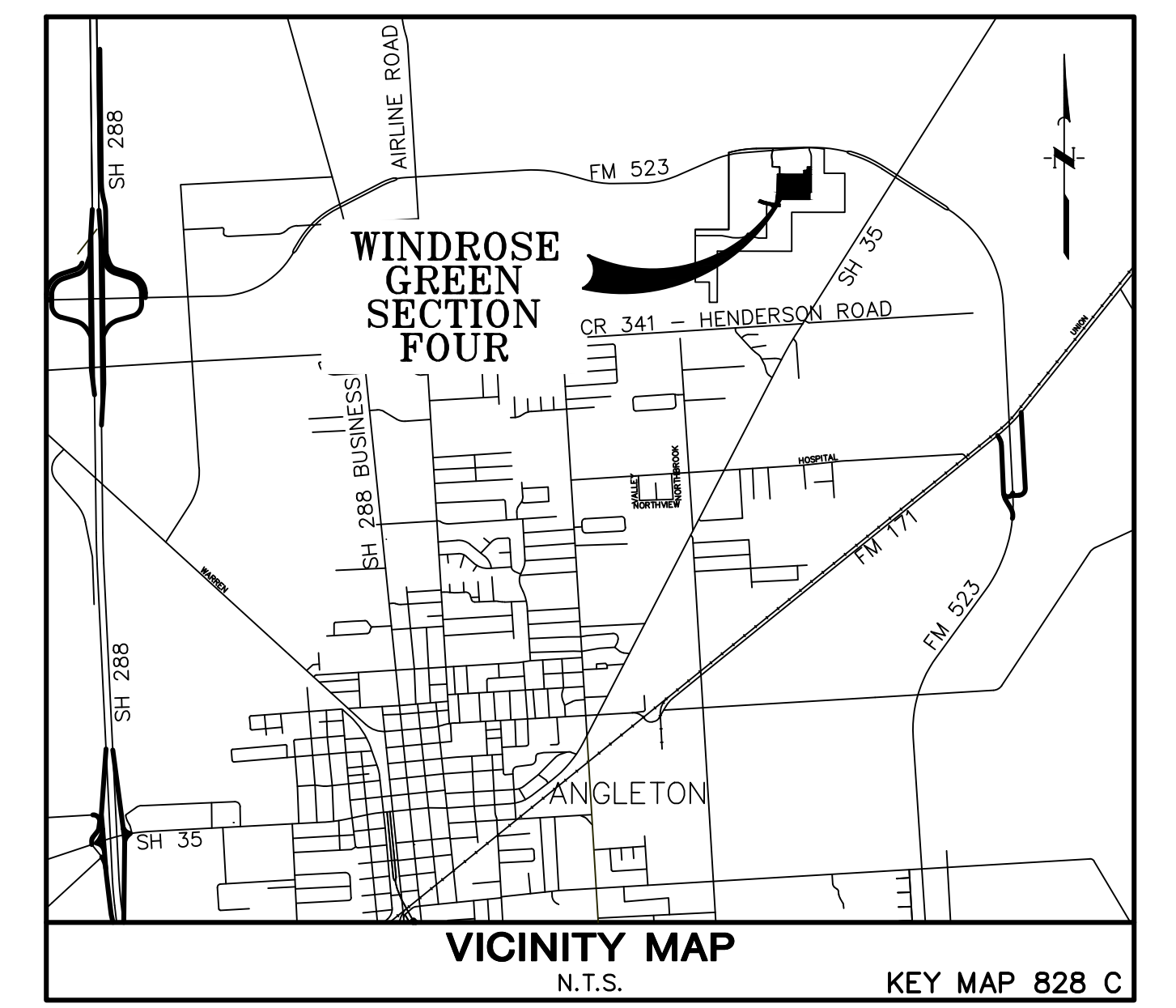
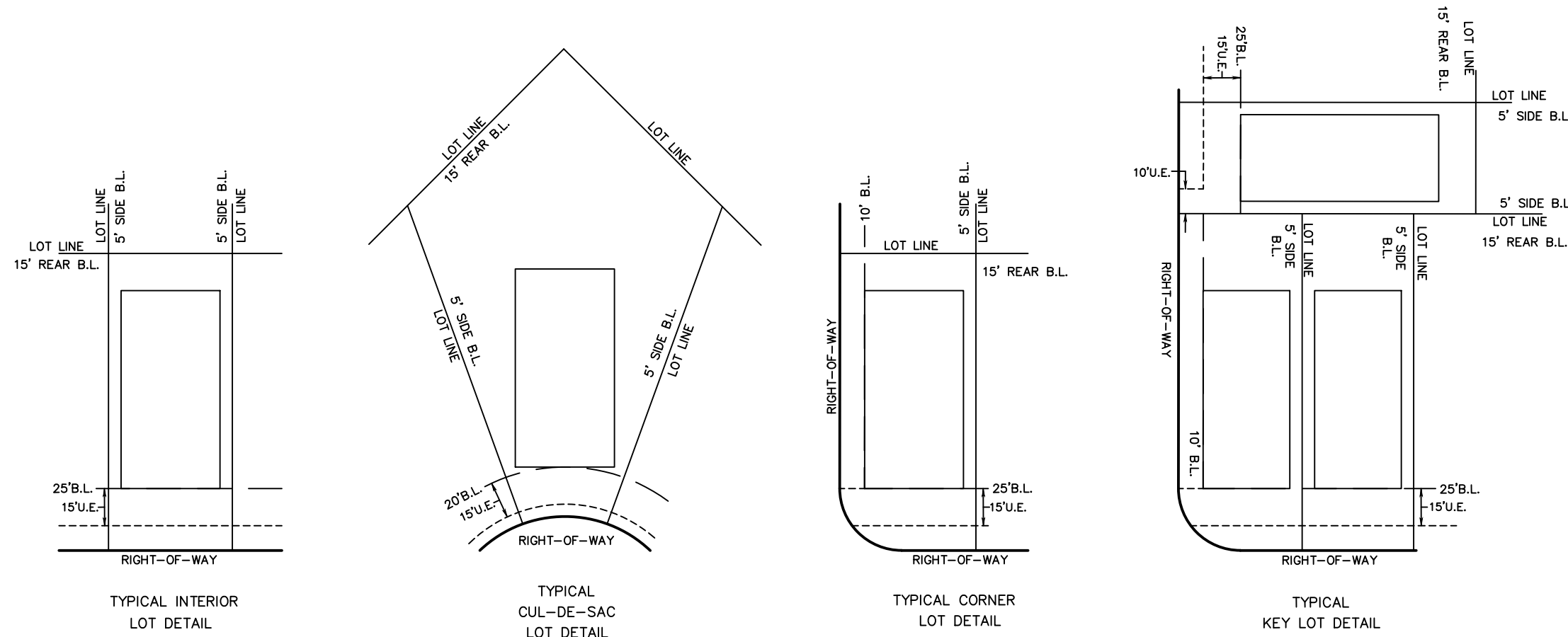
OWNER
 EMPOR ANGLETON, LLC.,
 A TEXAS LIMITED LIABILITY COMPANY
 4444 WESTHEIMER ROAD, STE. G325
 HOUSTON, TEXAS 77063

ENGINEER/PLANNER/SURVEYOR:

QUIDDITY
 Quiddity Engineering, LLC
 A Texas Limited Liability Company
 Registration No. F-23290 & 13048100
 6330 West Loop South, Suite 550, Bellaire, TX 77404 • 713.777.5337

LINE	BEARING	DISTANCE
L1	N87°10'48"E	103.01'
L2	N89°13'19"E	100.06'
L3	N02°47'06"W	98.83'
L4	N87°12'54"E	60.00'
L5	N02°49'12"W	60.00'
L6	N87°10'48"E	94.98'
L7	S87°10'48"W	35.68'
L8	S02°49'12"E	180.00'
L9	S00°20'29"W	92.78'
L10	S00°42'08"E	60.00'
L11	N87°30'17"W	60.00'
L12	N75°54'30"W	65.58'
L13	N23°42'33"E	60.00'
L14	S75°54'30"E	65.58'
L15	S02°47'06"E	3.12'
L16	S46°57'04"E	0.73'
L17	S05°38'58"W	18.50'
L18	S75°54'30"E	65.58'
L19	N66°52'15"W	20.00'
L20	S64°39'42"W	20.00'
L21	N87°10'48"E	112.40'
L22	N82°56'08"E	100.28'
L23	S87°12'54"W	456.06'
L24	N43°58'44"W	20.00'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	25.00'	90°16'22"	39.39'	N42°11'51"E	35.44'	25.12'
C2	25.00'	91°02'37"	39.73'	S45°10'49"E	35.68'	25.46'
C3	1530.00'	4°17'19"	114.52'	N88°33'28"W	114.50'	57.29'
C4	25.00'	91°05'28"	39.75'	S48°02'27"W	35.69'	25.48'
C5	730.00'	0°27'18"	5.80'	N02°43'22"E	5.80'	2.90'
C6	25.00'	85°18'17"	37.22'	N39°42'08"W	33.88'	23.03'
C7	1530.00'	6°26'46"	172.13'	N79°07'53"W	172.04'	86.16'
C8	470.00'	9°37'04"	78.89'	N71°05'58"E	78.80'	39.54'
C9	410.00'	9°37'04"	68.82'	S71°05'58"E	68.74'	34.49'
C10	1470.00'	10°25'49"	267.60'	S81°07'25"E	267.23'	134.17'
C11	55.00'	86°50'19"	83.36'	S43°45'39"W	75.61'	52.05'
C12	1500.00'	14°47'38"	387.30'	S83°18'19"E	386.23'	194.73'
C13	700.00'	3°09'15"	38.54'	S04°04'20"W	38.53'	19.27'
C14	440.00'	9°37'04"	73.86'	S71°05'58"E	73.77'	37.02'
C15	25.00'	90°00'00"	39.27'	N42°12'54"E	35.36'	25.00'
C16	25.00'	39°12'23"	17.11'	S73°10'54"E	16.78'	8.90'
C17	50.00'	265°26'03"	231.64'	S06°17'45"E	73.47'	54.15'
C18	25.00'	46°13'40"	20.17'	S64°06'04"W	19.63'	10.67'
C19	25.00'	90°00'00"	39.27'	N47°47'06"W	35.36'	25.00'
C20	25.00'	89°57'54"	39.25'	N42°11'51"E	35.34'	24.98'
C21	25.00'	21°02'22"	9.18'	S82°18'01"E	9.13'	4.64'
C22	50.00'	130°51'29"	114.20'	S42°47'26"W	90.94'	109.36'
C23	25.00'	22°58'48"	10.03'	N11°08'55"W	9.96'	5.08'
C24	25.00'	93°19'11"	40.72'	N47°00'05"E	36.36'	26.49'
C25	25.00'	90°02'06"	39.29'	S47°48'09"E	35.37'	25.02'




LOT AREA SUMMARY			
BLOCK 1	BLOCK 2	BLOCK 3	BLOCK 3
LOT	SO. FT.	LOT	SO. FT.
1	6,586	1	6,000
2	6,000	2	6,000
3	6,000	3	6,000
4	6,000	4	6,000
5	6,000	5	6,000
6	6,000	6	6,000
7	6,000	7	6,000
8	6,000	8	6,000
9	6,000	9	6,000
10	6,000	10	6,000
11	6,000	11	6,000
12	6,000	12	6,000
13	6,000	13	6,000
14	6,000	14	6,000
15	6,882	15	6,369
		16	6,369
		17	6,369
		18	6,369
		19	6,369
		20	6,369
		21	6,369
		22	6,369
		23	6,463
		24	6,642
		25	5,902
		26	7,699
		27	6,800
		28	5,804
		29	6,312
		30	6,225
		31	6,181
		32	6,181
		33	6,181
		34	6,181
		35	6,181
		36	6,181
		37	6,181
		38	6,181
		39	6,789

STREET NAME TABLE			
STREET NAME	LINEAR FEET	ROW WIDTH	STREET TYPE
PARKS EDGE LANE	622	60'	LOCAL
EXPLORATION STREET	57	60'	LOCAL
LONG VOYAGE DRIVE	285	60'	LOCAL
STARLIGHT STREET	774	60'	LOCAL
CARDINAL PONTE DRIVE	567	60'	LOCAL
STARGAZER LANE	630	60'	LOCAL

FINAL PLAT OF WINDROSE GREEN SECTION FOUR

A SUBDIVISION OF 13.539 ACRES OF LAND OUT OF THE T. S. LEE SURVEY, A-318 BRAZORIA COUNTY, TEXAS
65 LOTS 2 RESERVES 3 BLOCKS
FEBRUARY 2025

OWNER
 EMP TOR ANGLETON, LLC.,
 A TEXAS LIMITED LIABILITY COMPANY
 4444 WESTHEIMER ROAD, STE. G325
 HOUSTON, TEXAS 77063

ENGINEER/PLANNER/SURVEYOR:
 **QUIDDITY**
 Quiddity Engineering, LLC
 Texas Board of Professional Engineers and Land Surveyors
 Registration Nos. F-23290 & 10048100
 6330 West Loop South, Suite 550 • Bellaire, TX 77401 • 713.777.5337

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Emptor Angleton, LLC, a Texas Limited Liability Company, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Windrose Green Section Four, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This plat is hereby adopted by the Owners and approved by the City of Angleton (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of the Plat called "Drainage and Detention Easement".

STATE OF TEXAS §
COUNTY OF BRAZORIA §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Emptor Angleton, LLC
A Texas Limited Liability Company
By: CCDD Ventures, LLC
Its: Manager
By: Concourse Companies, LLC
Its: Manager

Signature

Name and Title

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public in and for the State of Texas

Print Name

My commission expires: _____

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ___ day of _____, 20____ by _____ City Secretary, City of Angleton, on behalf of the City.

Notary Public in and for the State of Texas

Print Name

My commission expires: _____

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That I, Courtney B. Just, P.E., do hereby certify that proper engineering consideration has been provided in this plat. To the best of my knowledge, this plat conforms to all requirements of the Angleton LDC, except for any variances that were expressly granted by the City Council.

Courtney B. Just, P.E.
Professional Engineer
No. 152415

STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, Jeremy A. Chandler, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

Jeremy A. Chandler
Registered Professional Land Surveyor
No. 5755

ANGLETON DRAINAGE DISTRICT

Angleton Drainage District accepted this ___ day of _____, 20____, the Board of Supervisors of the Angleton Drainage District does not warrant, represent, or guarantee:

- 1. That the facilities outside of the boundaries of the subdivision plat are available to receive runoff from the facilities described in this plat.
2. That the drainage facilities described in this plat are adequate for rainfall in excess of Angleton Drainage District minimum requirements.
3. That building elevation requirements have been determined by the Angleton Drainage District.
4. That the District assumes any responsibilities for construction, operation or maintenance of subdivision drainage facilities.

The District's review is based solely on the documentation submitted for review, and on the reliance of the report submitted by the Texas Registered Professional Engineer.

The District's review is not intended nor will serve as a substitution of the overall responsibility and/or decision making power of the party submitting the plat or plan herein, their or its principals or agents.

Chairman of the Board of Supervisors

Board Member

Board Member

STATE OF TEXAS §
COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 13.539 acre (589,751 square feet) tract of land out of the T.S. Lee Survey Survey, Abstract No. 318 in Brazoria County, Texas, being out a called 154.6 acre tract described in the deed to Emptor Angleton, LLC and recorded under Clerk's File No. 2020013621 of the Brazoria County Official Public Records of Real Property; said 13.539 acre (589,751 square feet) tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83.

BEGINNING at 5/8-inch iron rod with cap stamped "Castello" found at the southeast corner of Windrose Green Section 2, recorded under Plat Number 2023042778 of the Brazoria County Official Public Records of Real Property;

THENCE, along the easterly line of said Windrose Green Section 2 the following 5 calls:

- 1. North 02°47'06" West, a distance of 98.83 feet;
2. North 87°12'54" East, a distance of 60.00 feet to the beginning of a curve to the right;
3. With said curve turning to the right, having a radius of 25.00 feet, a chord bearing of North 42°11'51" East, a chord length of 35.44 feet and an arc length of 39.39 feet;
4. North 02°49'12" West, a distance of 60.00 feet;
5. North 87°10'48" East, a distance of 94.98 feet;

THENCE, over and across said 154.6 acres the following 15 calls:

- 1. South 02°47'06" East, a distance of 622.00 feet;
2. South 87°10'48" West, a distance of 35.68 feet;
3. South 02°49'12" East, a distance of 180.00 feet;
4. South 87°10'48" West, a distance of 761.48 feet;
5. South 00°20'29" West, a distance of 92.78 feet to the beginning of a curve to the left;
6. With said curve turning to the left, having a radius of 25.00 feet, a chord bearing of South 45°10'49" East, a chord length of 35.68 feet and an arc length of 39.73 feet;
7. South 00°42'08" East, a distance of 60.00 feet to the beginning of a curve to the right;
8. With said curve turning to the right, having a radius of 1530.00 feet, a chord bearing of North 88°33'28" West, a chord length of 114.50 feet and an arc length of 114.52 feet to the beginning of a reverse curve to the left;
9. With said reverse curve turning to the left, having a radius of 25.00 feet, a chord bearing of South 48°02'27" West, a chord length of 35.69 feet and an arc length of 39.75 feet;
10. North 87°30'17" West, a distance of 60.00 feet to the beginning of a curve to the right;
11. With said curve turning to the right, having a radius of 730.00 feet, a chord bearing of North 02°43'22" East, a chord length of 5.80 feet and an arc length of 5.80 feet to the beginning of a reverse curve to the left;
12. With said reverse curve turning to the left, having a radius of 25.00 feet, a chord bearing of North 39°42'08" West, a chord length of 33.88 feet and an arc length of 37.22 feet to the beginning of a reverse curve to the right;
13. With said reverse curve turning to the right, having a radius of 1530.00 feet, a chord bearing of North 79°07'53" West, a chord length of 172.04 feet and an arc length of 172.13 feet;
14. North 75°54'30" West, a distance of 65.58 feet to the beginning of a curve to the right;

15. With said curve turning to the right, having a radius of 470.00 feet, a chord bearing of North 71°05'58" West, a chord length of 78.80 feet and an arc length of 78.89 feet to the southeast corner of the right-of-way for Parks Edge Lane as shown on the plat of Windrose Green Section 1, recorded under Plat Number 2021062480 of the Brazoria County Official Public Records of Real Property;

THENCE, North 23°42'33" East, with the easterly line of said right-of-way, a distance of 60.00 feet to a point in the southerly line of Restricted Reserve "G" as shown on the said Windrose Green Section 1 plat and being the beginning of a curve to the left;

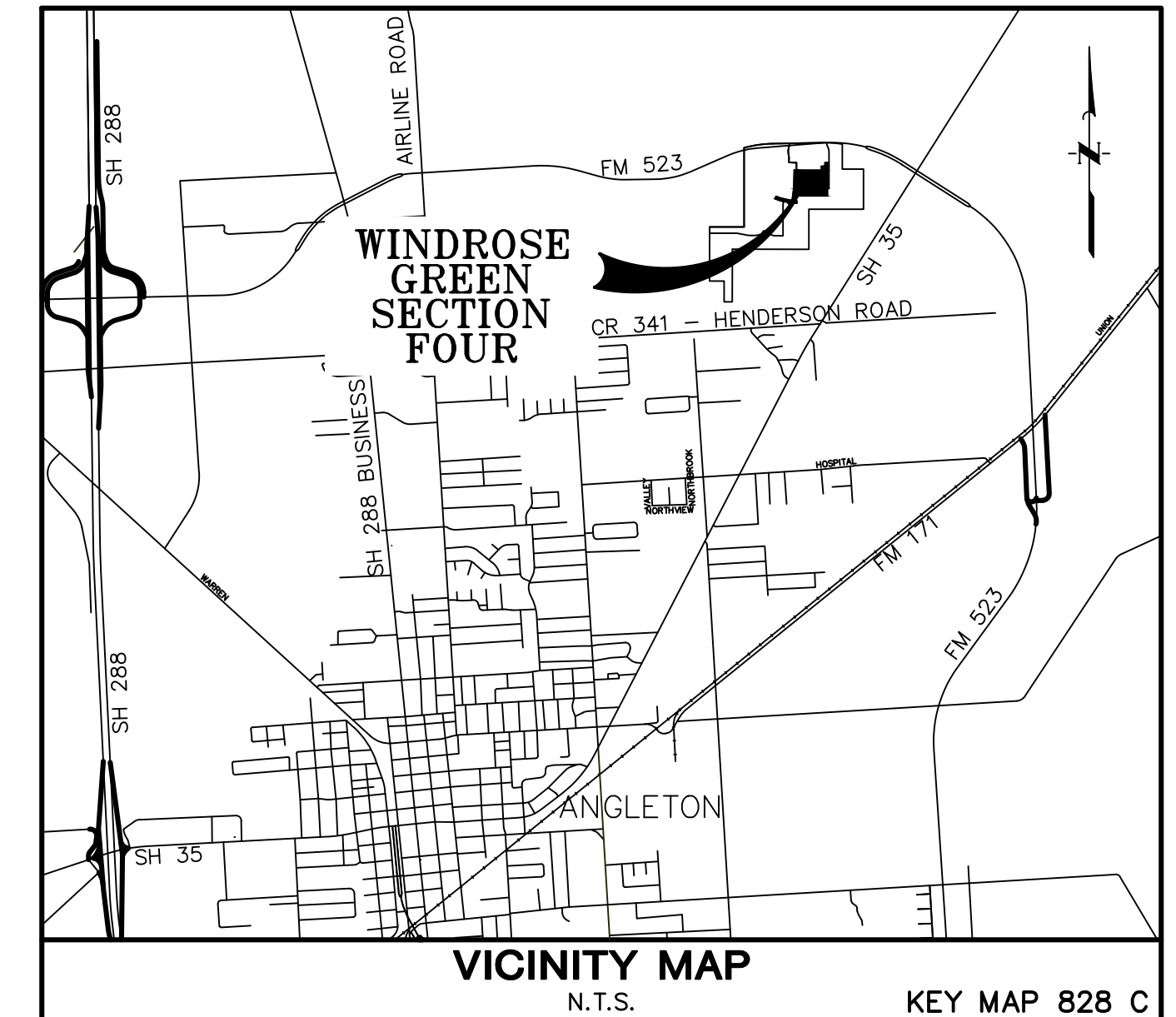
THENCE, with the southerly and easterly lines of said Restricted Reserve "G" the following 5 calls:

- 1. With said curve turning to the left, having a radius of 410.00 feet, a chord bearing of South 71°05'58" East, a chord length of 68.74 feet and an arc length of 68.82 feet;
2. South 75°54'30" East, a distance of 65.58 feet to the beginning of a curve to the left;
3. With said curve turning to the left, having a radius of 1470.00 feet, a chord bearing of South 81°07'25" East, a chord length of 267.23 feet and an arc length of 267.60 feet;
4. North 04°27'29" East, a distance of 300.73 feet;
5. North 01°06'16" West, a distance of 434.49 feet;

THENCE, North 87°10'48" East, with the southerly line of said Windrose Green Section 2, a distance of 103.01 feet;

THENCE, North 89°13'19" East, continuing with said southerly line, a distance of 100.06 feet;

THENCE, North 87°12'54" East, continuing with said southerly line, a distance of 456.00 feet to the POINT OF BEGINNING, CONTAINING 13.539 acre (589,751 square feet) of land in Brazoria County, Texas;



APPROVED this ___ day of _____, 20____, by the Planning and Zoning Commission, City of Angleton, Texas.

Chairman, Planning and Zoning Commission

City Secretary

APPROVED this ___ day of _____, 20____, by the City Council, City of Angleton, Texas.

Mayor

City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ___ day of _____, 20____, by

Name

Title

City of Angleton, On behalf of the Notary Public, State of Texas

FINAL PLAT OF WINDROSE GREEN SECTION FOUR

A SUBDIVISION OF 13.539 ACRES OF LAND OUT OF THE T. S. LEE SURVEY, A-318 BRAZORIA COUNTY, TEXAS

65 LOTS 2 RESERVES 3 BLOCKS FEBRUARY 2025

OWNER
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY
4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77063

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quality Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10048100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337



1575 Sawdust Road, Suite 400
The Woodlands, Texas 77380
Tel: 281.363.4039
www.quiddity.com

February 25, 2025

Mr. Otis Spriggs
Director of Development Services
City of Angleton
121 S. Velasco
Angleton, Tx 77515

Re: On-Going Services
Windrose Green Section 4 Final Plat- 1st submittal Review
Angleton, Texas
HDR Job No. 10420700

Dear Mr. Spriggs,

In response to your review dated February 20, 2025, we have provided the following corrections and responses to your comments.

Sheet 1 of 3

1. *Has all required easements from TNMP been coordinated for electric distribution?*

Response: All requirements have been met and TNMP has approved the plat.

2. *Per metes and bounds, the POB is located near start of line L3. Verify and update.*

Response: The POB location has been verified and updated as reflected in the metes and bounds. The plat has been updated.

3. *Recommend distinguishing the reserves outside of the subdivision with a different linetype such as that done with the blocks.*

Response: All adjacent reserve calls have been updated with a different linetype (dashed) to match the adjacent block calls.

4. *Please clarify this area/linetype near Lot 1, Blk 3. Move text as needed and provide WLE file #.*

Response: An additional label has been added to clarify linetype, with a place for WLE file number. WLE information will be added once easement is recorded.

Sheet 2 of 3

1. *Provide the following on the plat: A "typical interior lot" and "corner lot" detail showing all setbacks and the building envelope.*

Response: Typical lot and corner details have been added that show building envelope and setbacks. The plat has been updated.

Sheet 3 of 3

1. *Include the certificate noted for the proposed drainage easements shown on the plat.*

Response: The certificate note for the proposed drainage easement has been added to the plat.



1575 Sawdust Road, Suite 400
The Woodlands, Texas 77380
Tel: 281.363.4039
www.quiddity.com

Should you have any questions or require additional information, please call.

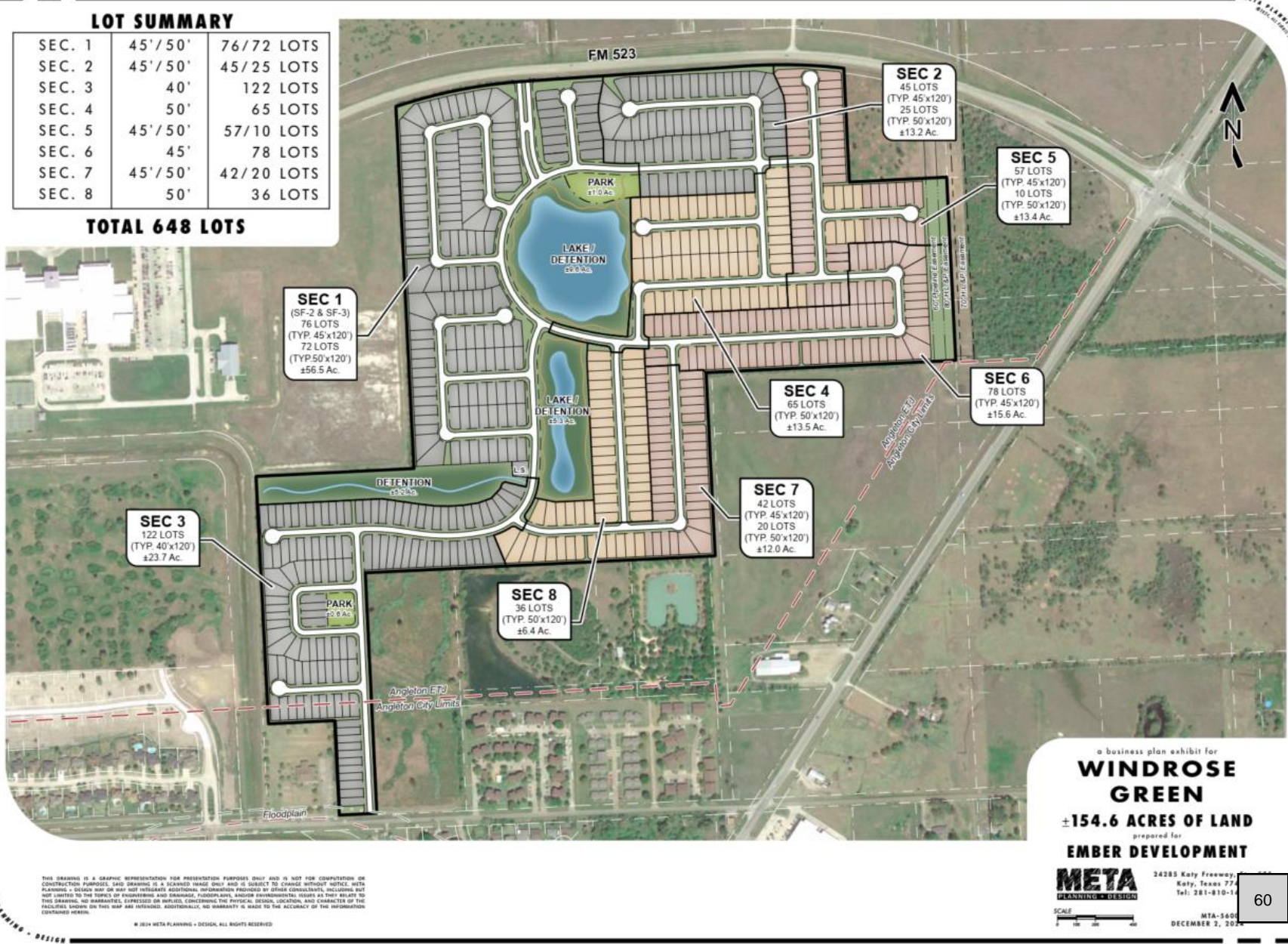
Sincerely,

A handwritten signature in blue ink that reads "Jaynae A. Young".

Jaynae A. Young
Planner

Land Plan

SECTIONS	PRODUCT	TOTAL LOTS	EST. DELIVERY DATE
SEC. 1	45' + 50'	148	Complete
SEC. 2	45' + 50'	70	Complete
SEC. 3	40'	122	Complete
SEC. 4	50'	65	Jun. 2025
SEC. 5	45'+50'	67	Jun. 2025
SEC. 6	45'	78	Jan. 2026
SEC. 7	45'+50'	62	Jan. 2026
SEC. 8	50'	36	Jun. 2026
TOTAL		648	





APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 1/29/2025

TYPE OF PLAT APPLICATION

ADMINISTRATIVE MINOR [] AMENDING/REPLAT [] PRELIMINARY RESIDENTIAL [] COMMERCIAL [] FINAL RESIDENTIAL [x] COMMERCIAL []

Address of property: Windrose Green Section 4 (Near Parks Edge Ln. and Windrose Bend)

Name of Applicant: Mayra Hernandez Phone: []

Name of Company: Quiddity Engineering Phone: []

E-mail: []

Name of Owner of Property: Emptor Angleton, LLC

Address: []

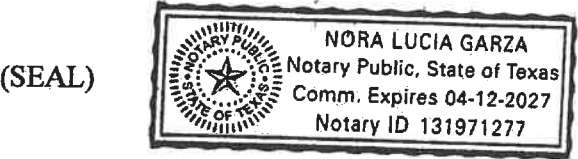
Phone: [] E-mail: []

I HEREBY REQUEST approval of the preliminary and final plat of the subject property according to the plans which are submitted as a part of this application. I HEREBY AUTHORIZE the staff of the City of Angleton to inspect the premises of the subject property. I HEREBY SWEAR AND AFFIRM that all statements contained herein and attached hereto are true and correct to the best of my knowledge and belief.

Signature of Owner or Agent for Owner (Applicant) [Handwritten Signature]

NOTARIAL STATEMENT FOR APPLICANT:

Sworn to and subscribed before me this 30th day of January, 2025.



[Handwritten Signature] Notary Public for the State of Texas Commission Expires: 04-12-2027

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

AFFIDAVIT OF AUTHORIZATION BY PROPERTY OWNER

I swear that I am the owner of (indicate address and/or legal description) Windrose Green Section 4 (Near Parks Edge Ln. and Windrose Bend)

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

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

NAME OF APPLICANT: Mayra Hernandez

ADDRESS:

APPLICANT PHONE # E-MAIL:

PRINTED NAME OF OWNER: Harris Masterson IV, Emptor Angleton, LLC

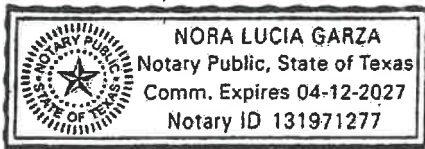
SIGNATURE OF OWNER: [Handwritten Signature] DATE: 1/29/2025

NOTARIAL STATEMENT FOR PROPERTY OWNER:

Sworn to and subscribed before me this 29 day of January, 2025.

(SEAL)

[Handwritten Signature] Notary Public for the State of Texas Commission Expires: 04-12-2027



TAX CERTIFICATE

Jurisdiction

Rancho Isabella M.U.D.

Account Number

0318-0031-102

Property Owner and Address

EMPTOR ANGLETON LLC
% MOODY LAW GROUP
3003 W ALABAMA ST
HOUSTON, TX 77098-2001

Legal Description

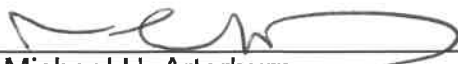
A0318 T S LEE BLOCK 42 TRACT
31A-32-32A-32B-33-37-38-39 (OLIVER & BARROW SD)
ACRES 60.546
60.5460 Acres

This is to certify that after a review of the tax records of this office, the following taxes, penalties, and interest are due on the above-described property as of the date of this certificate:

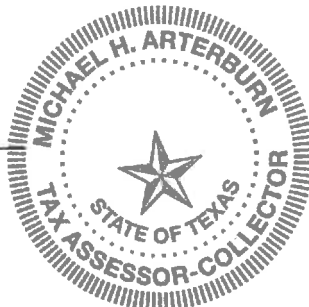
Year	Base Tax	P & I	Atty Penalty	Total Due	Date Paid
2024	17,084.19	0.00	0.00	0.00	1/29/2025

If applicable:

- 1) This certificate does not reflect the potential of rollback taxes which may become due on properties receiving agricultural, open space or timber valuations before or after date of issuance.
- 2) This certificate does not cover property omitted from the appraisal roll as described under Tax Code Section 25.21. [Texas Tax Code Section 31.08(b)]



Michael H. Arterburn
Tax Assessor / Collector
Rancho Isabella M.U.D.



Date Of Issuance
1/31/2025



September 12, 2024

Mr. Otis Spriggs
Director of Development Services
City of Angleton
121 S. Velasco
Angleton, TX 77515

Re: On-Going Services
Windrose Green Section 4 Subdivision Improvement Plans – 3rd Submittal Review
Angleton, Texas
HDR Job No. 10391496

Dear Mr. Spriggs:

HDR Engineering, Inc. (HDR) has reviewed the plans for the above referenced subdivision and offers the following exceptions noted:

1. A final plat is included in the construction planset; however, this is being provided for information purposes only. At the time of completion of the subdivision improvements or fiscal responsibility as noted in the Angleton LDC, a final plat shall be submitted for review and approval.
2. A letter of no objection provided by Brazoria County Engineering and dated September 6, 2024 was received for the subject construction plans. It is noted that all provisions in the approval shall be followed accordingly.
3. A letter of no objection provided by Angleton Drainage District (A.D.D.) and dated January 17, 2024 was received for the subject construction plans along with subsequent approval of the latest planset on September 11, 2024 by a representative of A.D.D. It is noted that all provisions in the approval shall be followed accordingly.
4. A preconstruction meeting will be required for the proposed improvements.
5. All applicable permits shall be coordinated by the Contractor prior to commencement of construction.
6. Any revisions to the approved plansets shall be submitted to the City of Angleton for review and approval prior to the revisions being constructed.

HDR Engineering, Inc. (HDR) offers no objection to the proposed Windrose Green Section 4 Subdivision Improvement Plans with the exceptions noted. Please note, this does not necessarily mean that the entire drawings, including all supporting data and calculations, has been completely checked and verified; however, the drawings and supporting data are signed, dated, and sealed by a Professional Engineer licensed to practice in the State of Texas, which therefore conveys the engineer’s responsibility and accountability.

If you have any questions, please feel free to contact us at our office (713)-622-9264.

Sincerely,

HDR Engineering, Inc.



Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10391496/10361761)

Attachments

Matt Hanks, P.E.
COUNTY ENGINEER

(979) 864-1265
Office



Wael Tabara, P.E., CFM
ASST. COUNTY ENGINEER

Item 6.

Karen McKinnon, P.E.,
ASST. COUNTY ENGINEER

(979) 864-1270
Fax

BRAZORIA COUNTY ENGINEERING

451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515
www.brazoriacountytx.gov

September 6, 2024

Alex Khoshakhlagh
Pape-Dawson Engineers
2107 CityWest Blvd, 3rd Floor
Houston, TX 77042

RE: Plan Review –Construction Plans for Windrose Green Sec 4, Brazoria County, Texas.

Dear Alex:

Brazoria County has completed the review of the above referenced revised plans as provided on August 27, 2024. The County offers no objection.

This Letter of No Objection is for plan approval only. It is the applicants responsibility to apply for driveway and/or right of way permit & attach permits and cc' engineering-permits through the Engineer's Office, as well as all other proper permits required by Brazoria County. These permits must remain posted onsite during the construction for this project.

Best Regards,

Karen McKinnon

ANGLETON DRAINAGE DISTRICT

A Political Subdivision of the State of Texas
P.O. Box 2469, Angleton, Texas 77516-2469
Phone: (979) 849-2414 Fax: (979) 848-8160



January 17, 2024

Costello Engineering & Surveying
Attn: Alex Khoshakhlagh, P.E.
2107 CityWest Blvd., 3rd Floor
Houston, Texas 77042

Re: Windrose Green Sections 4 and 5
Plats and Plans

Dear Mr. Khoshakhlagh:

During the regular public meeting of the Angleton Drainage District held January 9, 2024, the Angleton Drainage Board of Supervisors unanimously approved the plat and drainage plans of Windrose Green Subdivision, Sections 4 and 5 as presented.

As presented, Windrose Green, Section 4 contains (65) sixty-five, 50-foot wide residential lots. The storm sewer system outfalls into the previously excavated detention pond system which was approved as part of the master plan hydrology and hydraulic analysis. All lots are graded with high elevation at the rear of each lot and are sloped to drain to the streets.

As presented, Windrose Green, Section 5 contains (67) sixty-seven residential lots. The lot mix is (22) twenty-two 50-foot wide lots and (45) forty-five 45-foot wide lots. The storm sewer system outfalls into the storm sewer stub out from Section 4 which outfalls into the previously excavated detention pond system which was approved as part of the master plan hydrology and hydraulic analysis. All lots are graded with high elevation at the rear of each lot and are sloped to drain to the streets.

Other than the proposed development discussed herein, if any structures are added to this site in the future, a subsequent review by the Angleton Drainage District will be required to ensure there are no adverse impacts to adjacent landowners.

Approval of the plat and drainage plan in no way represents that Windrose Green, Sections 4 and 5 have complied with any federal, state, county or other law, statute, procedure or requirement of any type beyond the approval of the plats and drainage plans approved, with the stipulations listed in this letter, if any, by the District.

Sincerely,

David B. Spoor, Chairman
Angleton Drainage District Board of Supervisors

The applicants submitted a response to all of the above comments and a corrected plat on February 26, 2025. All review comments have now been cleared by Staff and the City Engineer.

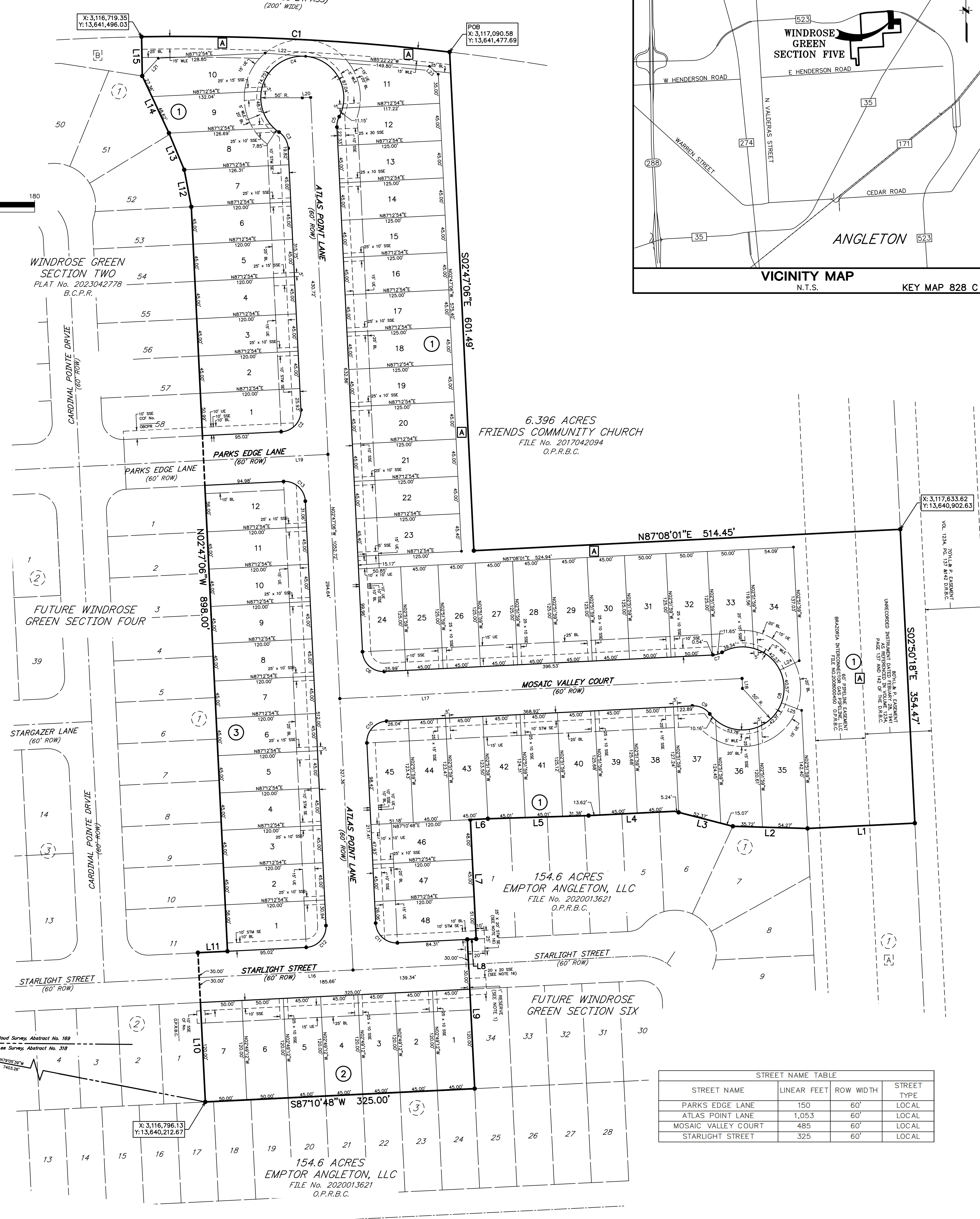
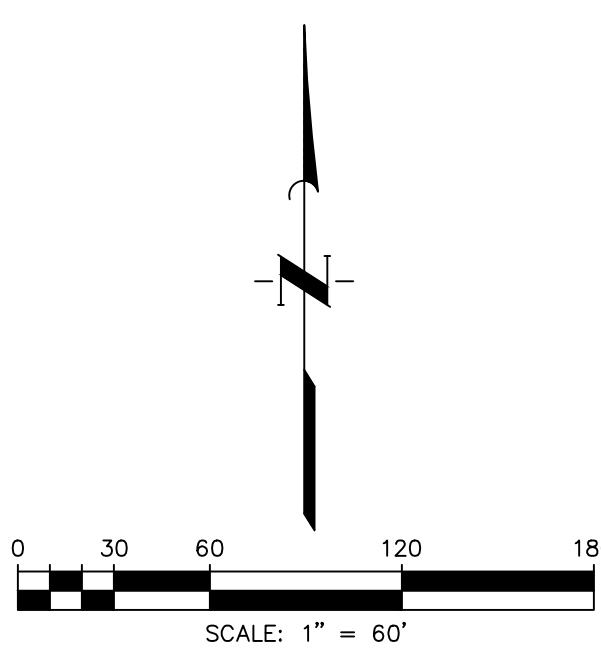
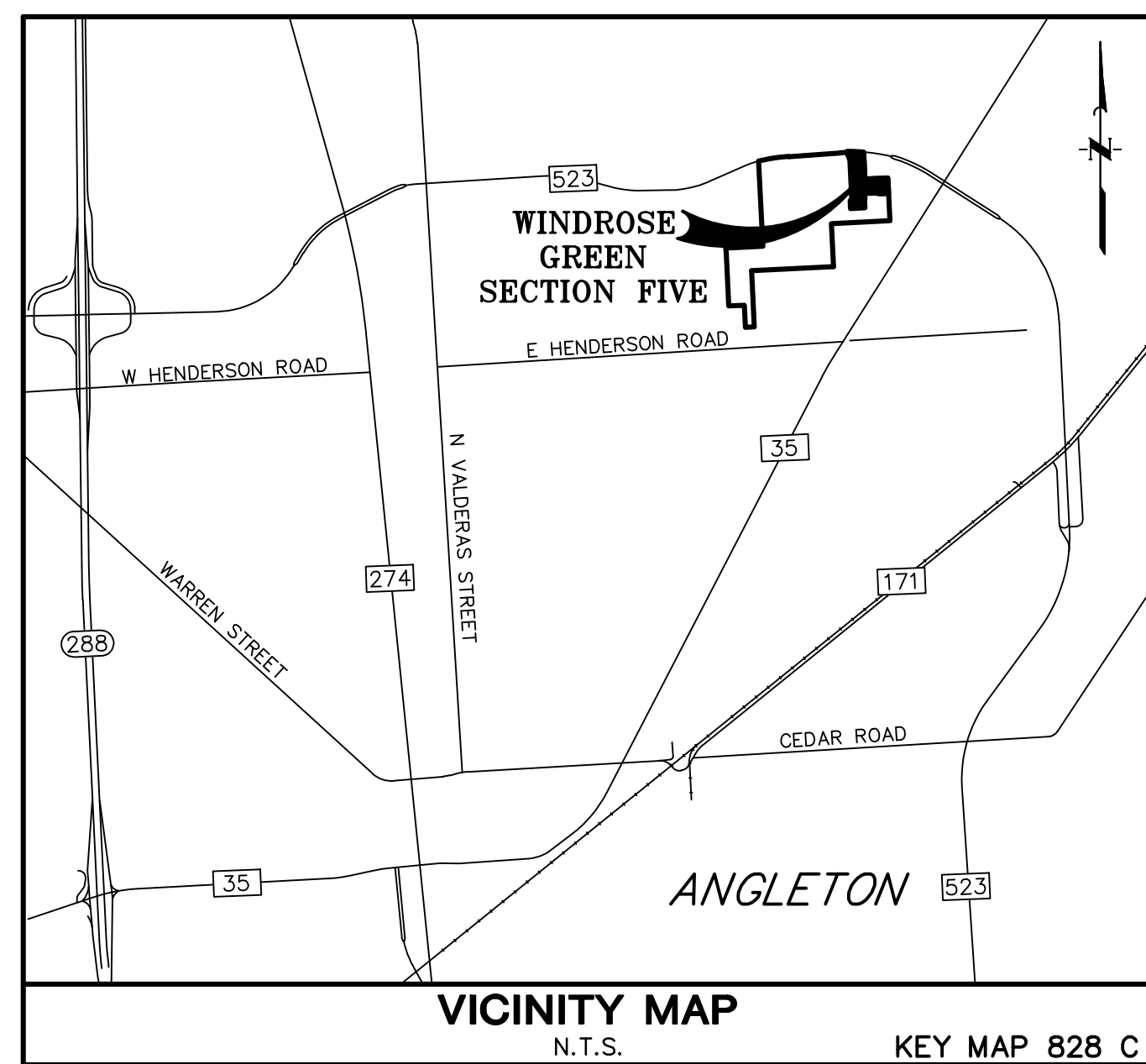
The Planning and Zoning Commission considered the Windrose Green, Section 5, Final Plat on March 6, 2025, and accepted the Staff's recommendation.

Action: Planning Commission Member Will Clark made a motion to approve the Windrose Green, Section 5, Final Plat, subject to the final approval of the City Engineer, and the P&Z Commission forwards the Final Plat to the City Council for final consideration and approval. The motion was seconded by Commission Member Deborah Spoor; the Final Plat was approved with a 5-0 Vote.

Recommendation: City Council should approve the Windrose Green, Section 5, Final Plat, subject to the final approval of the City Engineer.

RESTRICTED RESERVE [A]
 Restricted to Open Space,
 Landscape, Drainage &
 Incidental Utility
 Purposes Only
 1.65 AC
 71,828 Sq. Ft.

FM 523
 (HIGHWAY 35 BYPASS)
 (200' WIDE)



STREET NAME TABLE			
STREET NAME	LINEAR FEET	ROW WIDTH	STREET TYPE
PARKS EDGE LANE	150	60'	LOCAL
ATLAS POINT LANE	1,053	60'	LOCAL
MOSAIC VALLEY COURT	485	60'	LOCAL
STARLIGHT STREET	325	60'	LOCAL

- LEGEND**
- AC "Acres"
 - BCOPRRP "Brazoria County Official Public Records of Real Property"
 - BL "Building Line"
 - C.C.F. "County Clerk's File"
 - DE "Drainage Easement"
 - D.R.B.C. "Deed Records, Brazoria County"
 - ESMT "Easement"
 - FND "Found"
 - IR "Iron Rod"
 - No. "Number"
 - O.P.R.B.C. "Official Public Records Brazoria County"
 - POB "Point of Beginning"
 - ROW "Right-of-Way"
 - SSE "Sanitary Sewer Easement"
 - Sq. Ft. "Square Feet"
 - STM SE "Storm Sewer Easement"
 - UE "Utility Easement"
 - Vol. "Volume and Page"
 - WLE "Waterline Easement"
 - Ⓚ "Block Number"
 - Ⓚ "Set 3/4-inch Iron Rod (with cap stamped 'Quiddity Eng. Property Corner') as Per Certification"

- GENERAL NOTES**
1. All building lines along street rights-of-way are as shown on the plat.
 2. The Coordinates shown herein are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and have a combined scale factor 0.999868872.
 3. All pipelines or pipeline easements within the platted area shown hereon.
 4. HORIZONTAL DATUM: All bearings are referenced to the Texas Coordinate system, North American datum of 1983 (NAD83), South Central Zone.
 5. VERTICAL DATUM: All elevations are referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID 12B, based on Allterra's RTK Network, Stations HAGS_1012 and HC00_14012.
 6. According to the National Flood Insurance Program Flood Insurance Rate Map for Brazoria County, Texas, Map No. 48039C0435K, dated December 30, 2020, this property lies within Unshaded Zone "X", which is defined as areas determined to be outside of the 500-year floodplain.
 7. Sidewalks shall be constructed in accordance with the Development Agreement between the City of Angleton, Texas and Developer.
 8. This subdivision shall be serviced by the following providers: Rancho Isabella MUD, Texas New Mexico Power, and Centric Gas & Fiber.
 9. Notice: Selling a portion of this addition by metes and bounds is a violation of the Unified Development Code of the City of Angleton and State platting statutes and is subject to fines and withholding of utilities and building permits.
 10. Notice: Plat approval shall not be deemed to or presumed to give authority to violate, nullify, void, or cancel any provisions of local, state, or federal laws, ordinances, or codes.
 11. Notice: The applicant is responsible for securing any Federal permits that may be necessary as the result of proposed development activity. The City of Angleton is not responsible for determining the need for, or ensuring compliance with any Federal permit.
 12. Notice: Approval of this plat does not constitute a verification of all data, information and calculations supplied by the applicant. The Engineer of Record or Registered Public Land Surveyor is solely responsible for the completeness, accuracy and adequacy of his/her submittal whether or not the application is reviewed for code compliance by the City Engineer.
 13. Notice: All responsibility for the adequacy of this plat remains with the engineer or surveyor who prepared them. In approving these plans, the City of Angleton must rely on the adequacy of the work of the Engineer and/or surveyor of record.
 14. All reserves shall be owned and maintained by the Home Owners Association or MUD.
 15. Incidental utilities are including but not limited to the underground utility services.
 16. Utility easement to be dedicated by this plat and expire upon incorporation into platted single-family section.

FINAL PLAT OF WINDROSE GREEN SECTION FIVE

A SUBDIVISION OF 13.41 ACRES OF LAND
 OUT OF THE
 T.S. LEE SURVEY, A-318
 BRAZORIA COUNTY, TEXAS

67 LOTS 1 RESERVE 3 BLOCKS

FEBRUARY 2025

OWNER
 EMPTOR ANGLETON, LLC
 a Texas limited liability company
 4444 Westheimer Road, Suite G325
 Houston, Texas 77063
 281.571.7007

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
 Quiddity Engineering, LLC
 Registered Professional Engineers and Land Surveyors
 Registration No. F-21290 & 12046100
 6330 West Loop South, Suite 110 • Houston, TX 77057 • 713.777.5337

LOT AREA SUMMARY

BLOCK 1	
LOT NUMBER	SQ. FT.
1	5,981
2	5,400
3	5,400
4	5,400
5	5,400
6	5,400
7	5,542
8	5,922
9	5,637
10	6,837
11	6,247
12	5,553
13	5,625
14	5,625
15	5,625
16	5,625
17	5,625
18	5,625
19	5,625
20	5,625
21	5,625
22	5,625
23	5,675
24	6,233
25	5,625
26	5,625
27	5,625
28	5,625
29	5,625
30	5,625
31	6,250
32	6,250
33	5,987
34	7,305
35	7,479
36	5,941
37	6,588
38	6,288
39	5,656
40	5,647
41	5,612
42	5,576
43	5,557
44	5,555
45	6,171
46	5,756
47	5,400
48	5,990

BLOCK 2	
LOT NUMBER	SQ. FT.
1	5,400
2	5,400
3	5,400
4	5,400
5	5,400
6	6,000
7	6,000

BLOCK 3	
LOT NUMBER	SQ. FT.
1	6,582
2	5,400
3	5,400
4	5,400
5	5,400
6	5,400
7	5,400
8	5,400
9	5,400
10	5,400
11	5,400
12	6,590

STATE OF TEXAS §
 COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 13.411 acre (584,166 square feet) tract of land out of the T.S. Lee Survey Survey, Abstract No. 318 in Brazoria County, Texas, being out a called 154.6 acre tract described in the deed to Emptor Angleton, LLC and recorded under Clerk's File No. 2020013521 of the Brazoria County Official Public Records of Real Property, said 13.411 acre (584,166 square feet) tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83.

BEGINNING at 5/8-inch iron rod with cap stamped "Castello" found at the most northerly northeast corner of said 154.6 acres, common with the northwest corner of a called 6.396 acre tract described in the deed to Friends Community Church and recorded under Clerk's File No. 2017042094 of the Brazoria County Official Public Records of Real Property and being in the southerly right-of-way line of FM 523 (a 200-foot right-of-way);

THENCE, South 02°47'06" East, with the westerly line of said 6.396 acres, common with the easterly line of said 154.6 acres, a distance of 601.49 feet to the southwest corner of said 6.396 acres;

THENCE, North 87°08'01" East, with the southerly line of said 6.396 acres, a distance of 514.45 feet to the southeast corner of said 6.396 acres;

THENCE, South 02°50'18" East, with the easterly line of said 154.6 acres, a distance of 354.47 feet;

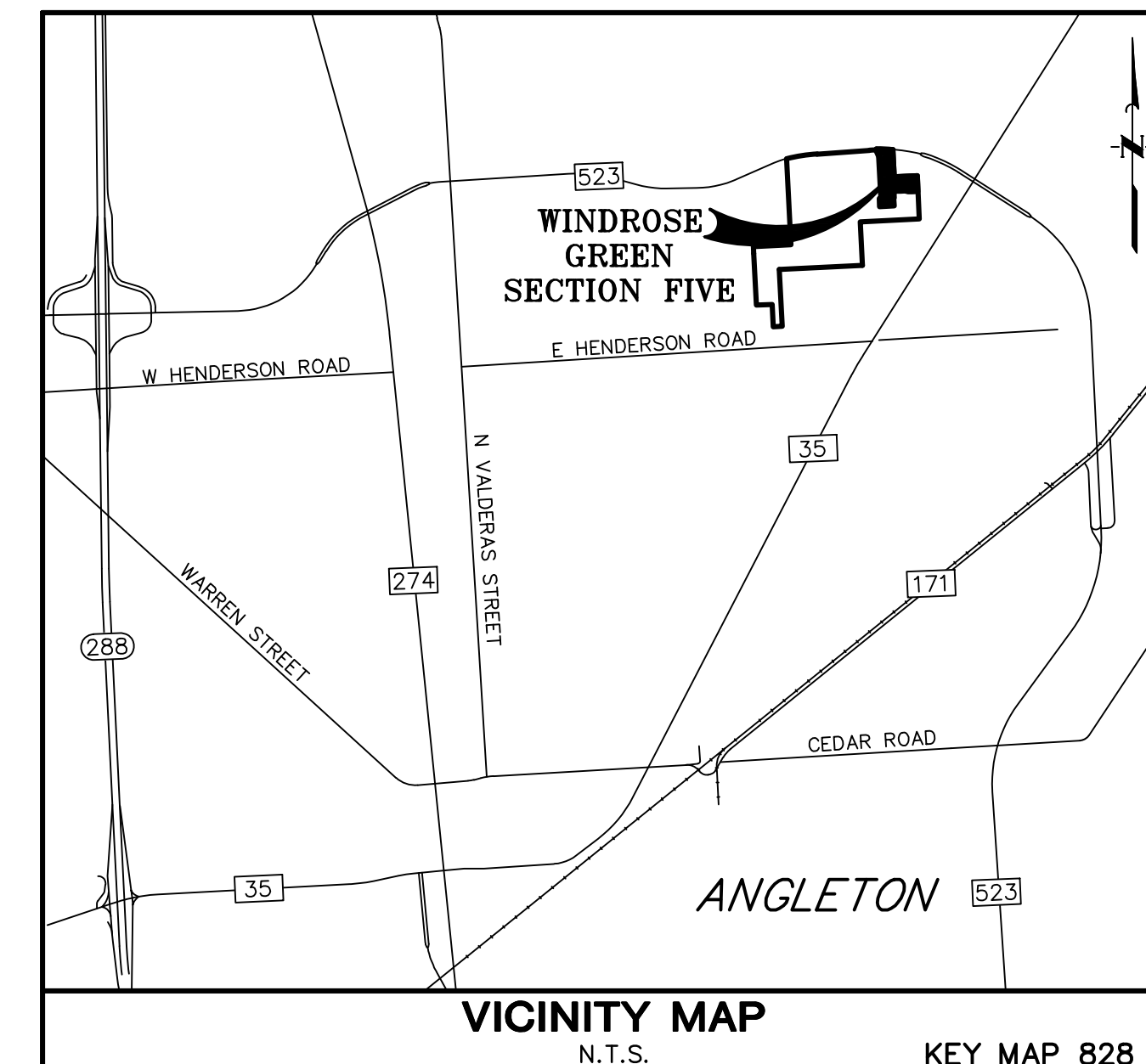
THENCE, over and across said 154.6 acres the following 16 calls:

1. South 87°09'42" West, a distance of 129.46 feet;
2. North 88°19'15" West, a distance of 89.99 feet;
3. North 75°34'46" West, a distance of 72.67 feet;
4. South 87°08'01" West, a distance of 103.62 feet;
5. South 88°09'40" West, a distance of 121.40 feet;
6. South 87°10'48" West, a distance of 21.18 feet;
7. South 02°47'06" East, a distance of 144.00 feet;
8. South 87°10'48" West, a distance of 10.68 feet;
9. South 02°49'12" East, a distance of 180.00 feet;
10. South 87°10'48" West, a distance of 325.00 feet;
11. North 02°49'12" West, a distance of 180.00 feet;
12. North 87°10'48" East, a distance of 35.68 feet;
13. North 02°47'06" West, a distance of 898.00 feet;
14. North 10°45'55" West, a distance of 45.44 feet;
15. North 22°39'47" West, a distance of 47.84 feet;
16. North 25°02'33" West, a distance of 75.99 feet;

THENCE, North 01°01'30" West, continuing over and across said 154.6 acres, a distance of 47.26 feet to a point in the southerly right-of-way line of said FM 523 and being the beginning of a non-tangent curve to the right;

THENCE, with said right-of-way line and non-tangent curve turning to the right, having a radius of 2764.93 feet, a chord bearing of South 87°10'16" East, a chord length of 371.69 feet and an arc length of 371.97 feet to the POINT OF BEGINNING, CONTAINING 13.411 acre (584,166 square feet) of land in Brazoria County, Texas;

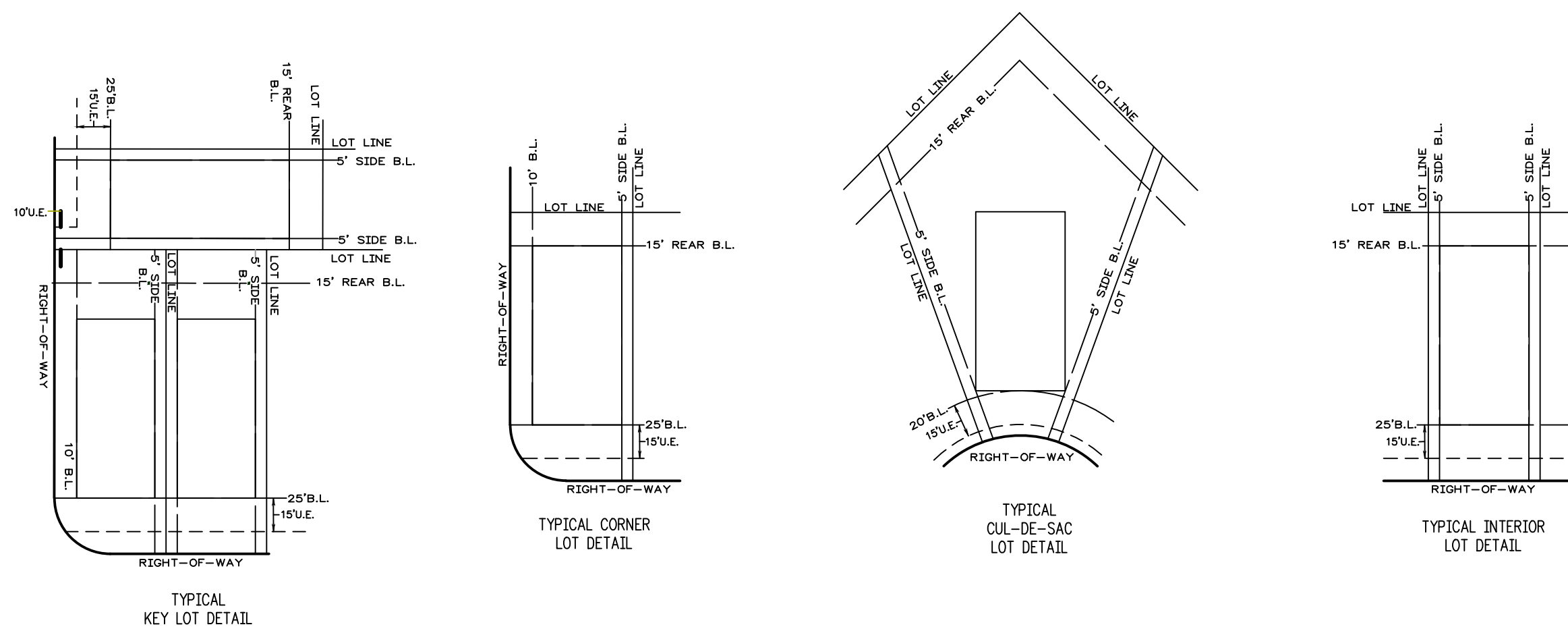
This description describes an area as defined in the field by the client's representative. It does not represent a boundary survey as defined by the Texas Board of Professional Land Surveying and is not to be used to convey or establish interest in real property.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S87°09'42"W	129.46'
L2	N88°19'15"W	89.99'
L3	N75°34'46"W	72.67'
L4	S87°08'01"W	103.62'
L5	S88°09'40"W	121.40'
L6	S87°10'48"W	21.18'
L7	S02°47'06"E	144.00'
L8	S87°10'48"W	10.68'
L9	S02°49'12"E	180.00'
L10	N02°49'12"W	180.00'
L11	N87°10'48"E	35.68'
L12	N10°45'55"W	45.44'
L13	N22°39'47"W	47.84'

LINE TABLE		
LINE	BEARING	DISTANCE
L14	N25°02'33"W	75.99'
L15	N01°01'30"W	47.26'
L16	S87°10'48"W	325.00'
L17	N87°08'01"E	485.30'
L18	S02°51'59"E	12.01'
L19	S87°10'48"W	150.00'
L20	S87°12'54"W	10.00'
L21	N42°10'48"E	28.83'
L22	N85°22'22"W	48.99'
L23	S47°47'06"E	14.14'
L24	N63°54'42"E	26.02'
L25	S69°35'50"E	25.94'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	2764.93'	7°42'29"	371.97'	S87°10'16"E	371.69'	186.26'
C2	25.00'	89°57'54"	39.25'	N42°11'51"E	35.34'	24.98'
C3	25.00'	53°07'48"	23.18'	N29°21'00"W	22.36'	12.50'
C4	50.00'	263°03'24"	229.56'	S75°36'47"W	74.86'	56.46'
C5	25.00'	29°55'35"	13.06'	S12°10'42"W	12.91'	6.68'
C6	25.00'	90°04'53"	39.31'	S47°49'33"E	35.38'	25.04'
C7	25.00'	26°41'32"	11.65'	N73°47'15"E	11.54'	5.93'
C8	50.00'	261°42'58"	228.39'	N11°17'58"E	75.63'	57.81'
C9	25.00'	55°01'26"	24.01'	N65°21'16"W	23.10'	13.02'
C10	25.00'	89°55'07"	39.23'	S42°10'27"W	35.33'	24.96'
C11	25.00'	90°02'06"	39.29'	S47°48'09"E	35.37'	25.02'
C12	25.00'	89°57'54"	39.25'	N42°11'51"E	35.34'	24.98'
C13	25.00'	90°02'06"	39.29'	N47°48'09"W	35.37'	25.02'



FINAL PLAT OF WINDROSE GREEN SECTION FIVE

A SUBDIVISION OF 13.41 ACRES OF LAND
 OUT OF THE
 T.S. LEE SURVEY, A-318
 BRAZORIA COUNTY, TEXAS

67 LOTS 1 RESERVE 3 BLOCKS
 FEBRUARY 2025

OWNER
EMPTOR ANGLETON, LLC
 a Texas limited liability company
 4444 Westheimer Road, Suite G325
 Houston, Texas 77063
 281.571.7007

ENGINEER/PLANNER/SURVEYOR:
 **QUIDDITY**
 Quiddity Engineering, LLC
 a Texas limited liability company
 Registration No. F-22290 & 20080100
 6330 West Loop South, Suite 550 • Bellaire, TX 77401 • 713.777.5337

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Emptor Angleton, LLC, a Texas Limited Liability Company, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Windrose Green Section Five, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This plat is hereby adopted by the Owners and approved by the City of Angleton (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of the Plat called "Drainage and Detention Easement". The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of stormwater run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement

STATE OF TEXAS §
COUNTY OF BRAZORIA §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Emptor Angleton, LLC
A Texas Limited Liability Company
By: CCDL Ventures, LLC
Its: Manager
By: Concourse Companies
Its: Manager

Signature

Name and Title

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____ and

_____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public in and for the State of Texas

Print Name

My commission expires: _____

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

That I, Courtney B. Just PE., do hereby certify that proper engineering consideration has been provided in this plat. To the best of my knowledge, this plat conforms to all requirements of the Angleton LDC, except for any variances that were expressly granted by the City Council.

Courtney B. Just
Professional Engineer No. 152415

STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, Jeremy A. Chandler, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monument shown thereon were properly placed under my supervision.

Jeremy A. Chandler
Registered Professional Land Surveyor
No. 5755

ANGLETON DRAINAGE DISTRICT

Angleton Drainage District accepted this ___ day of _____, 20____, the Board of Supervisors of the Angleton Drainage District does not warrant, represent, or guarantee:

- 1. That the facilities outside of the boundaries of the subdivision plat are available to receive runoff from the facilities described in this plat.
2. That the drainage facilities described in this plat are adequate for rainfall in excess of Angleton Drainage District minimum requirements.
3. That building elevation requirements have been determined by the Angleton Drainage District.
4. That the District assumes any responsibilities for construction, operation or maintenance of subdivision drainage facilities.

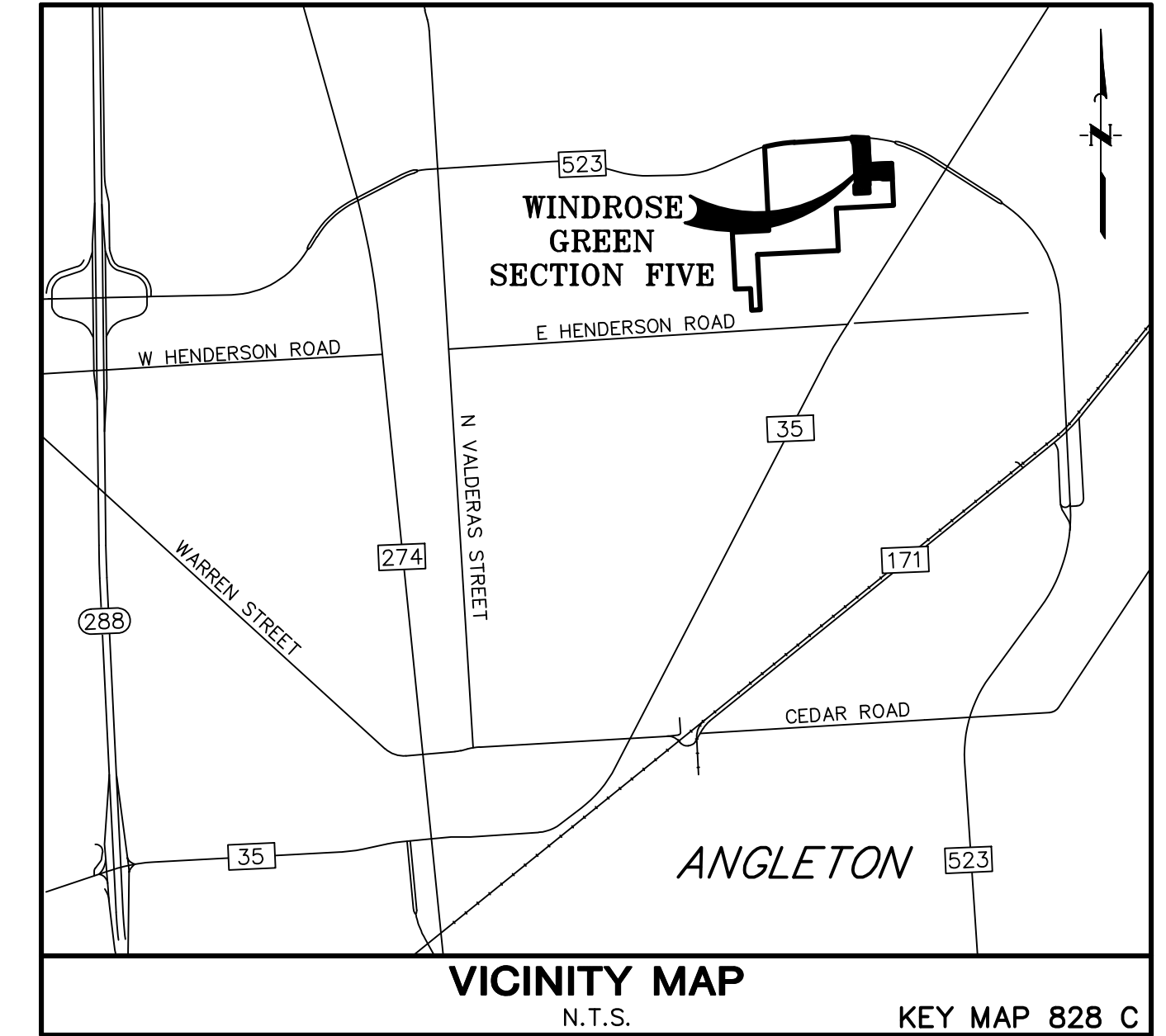
The District's review is based solely on the documentation submitted for review, and on the reliance of the report submitted by the Texas Registered Professional Engineer.

The District's review is not intended nor will serve as a substitution of the overall responsibility and/or decision making power of the party submitting the plat or plan herein, their or its principals or agents.

Chairman of the Board of Supervisors

Board Member

Board Member



APPROVED this ___ day of _____, 20____, by the Planning and Zoning Commission, City of Angleton, Texas.

Chairman, Planning and Zoning Commission

City Secretary

APPROVED this ___ day of _____, 20____, by the City Council, City of Angleton, Texas.

Mayor

City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ___ day of _____, 20____, by

Name

Title

On behalf of the Notary Public, State of Texas

FINAL PLAT OF WINDROSE GREEN SECTION FIVE

A SUBDIVISION OF 13.41 ACRES OF LAND OUT OF THE T.S. LEE SURVEY, A-318 BRAZORIA COUNTY, TEXAS

67 LOTS 1 RESERVE 3 BLOCKS
FEBRUARY 2025

OWNER
EMPTOR ANGLETON, LLC
a Texas limited liability company
4444 Westheimer Road, Suite G325
Houston, Texas 77063
281.571.7007

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10048100
6330 West Loop South, Suite 550 • Bellaire, TX 77401 • 713.777.5337

February 25, 2025

Otis Springs
Development | City of Angleton
121 S. Velasco
Angleton, Texas

Re: On-Going Services
Windrose Green Section 5 Final Plat – 1st Submittal Review
Angleton, Texas
HDR Job No. 10420700

Dear Mr. Springs:

In response to your review, we have provided the following corrections and responses to your comments.

Sheet 1 of 3

1. *Has all requirements from TNMP been coordinated for electric distribution?*

Response: All requirements have been met and TNMP has approved the plat.

2. *Verify and update dimension limits of the 15' WLE shown.*

Response: The dimensions of the WLE have been updated and accurately shown on the plat.

3. *Recommend distinguishing the reserves outside of the subdivision with a different line type such as that down with the blocks.*

Response: The adjacent reserve call was updated to be dashed to match the adjacent block calls.

4. *Notate filing information for references noted on the plat.*

Response: These easements will be recorded with the section 4 plat and recordation info shown at that time.

Sheet 2 of 3

1. *Providing the following on the plat: A "Typical interior lot" and "corner lot" detail showing all setbacks and the building envelope.*

Response: The typical lot details have been shown on the face of the plat.

Sheet 3 of 3

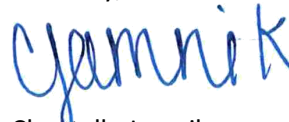
1. Include the certificate noted for the proposed drainage easements shown on the plat.

Response: The certificate for drainage easements has been added to the plat.

2. Provide Angleton Drainage District plat certificate.

Response: The Angleton Drainage District certificate has been added to the face of the plat.

Sincerely,



Chantelle Jamnik
Planner



APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 1/29/2025

TYPE OF PLAT APPLICATION

ADMINISTRATIVE

PRELIMINARY

FINAL

MINOR []

RESIDENTIAL []

RESIDENTIAL [x]

AMENDING/REPLAT []

COMMERCIAL []

COMMERCIAL []

Address of property: Windrose Green Section 5 (Near Parks Edge Ln. and future Atlas Point Lane)

Name of Applicant: Mayra Hernandez Phone:

Name of Company: Qutddly Engineering Phone:

E-mail:

Name of Owner of Property: Emptor Angleton, LLC

Address:

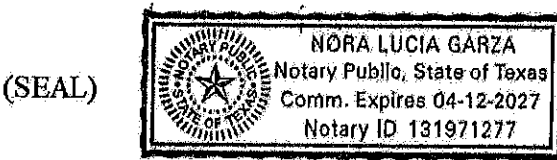
Phone: E-mail:

I HEREBY REQUEST approval of the preliminary and final plat of the subject property according to the plans which are submitted as a part of this application. I HEREBY AUTHORIZE the staff of the City of Angleton to inspect the premises of the subject property. I HEREBY SWEAR AND AFFIRM that all statements contained herein and attached hereto are true and correct to the best of my knowledge and belief.

Signature of Owner or Agent for Owner (Applicant) [Handwritten Signature]

NOTARIAL STATEMENT FOR APPLICANT:

Sworn to and subscribed before me this 30th day of January, 2025.



[Handwritten Signature] Notary Public for the State of Texas Commission Expires: 04-12-2027

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

AFFIDAVIT OF AUTHORIZATION BY PROPERTY OWNER

I swear that I am the owner of (indicate address and/or legal description) Windrose Green Section 5 (Near Parks Edge Ln. and future Atlas Point Lane)

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

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

NAME OF APPLICANT: Mayra Hernandez

ADDRESS: _____

APPLICANT PHONE # _____ E-MAIL: _____

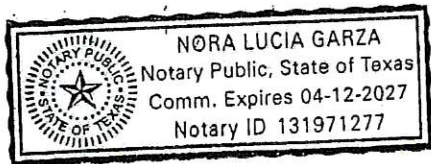
PRINTED NAME OF OWNER: Harris Masterson IV, Emptar Angleton, LLC

SIGNATURE OF OWNER: [Handwritten Signature] DATE: 1/29/2025

NOTARIAL STATEMENT FOR PROPERTY OWNER:

Sworn to and subscribed before me this 29 day of January, 2025.

(SEAL)



[Handwritten Signature]
Notary Public for the State of Texas
Commission Expires: 04-12-2027

TAX CERTIFICATE

Jurisdiction

Rancho Isabella M.U.D.

Account Number

0318-0031-102

Property Owner and Address

EMPTOR ANGLETON LLC
% MOODY LAW GROUP
3003 W ALABAMA ST
HOUSTON, TX 77098-2001

Legal Description

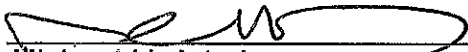
A0318 T S LEE BLOCK 42 TRACT
31A-32-32A-32B-33-37-38-39 (OLIVER & BARROW SD)
ACRES 60.546
60.5460 Acres

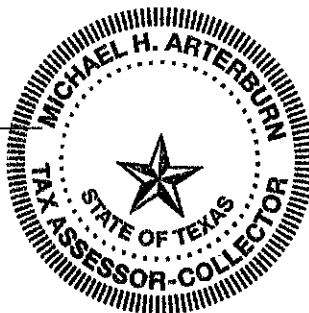
This is to certify that after a review of the tax records of this office, the following taxes, penalties, and interest are due on the above-described property as of the date of this certificate:

<u>Year</u>	<u>Base Tax</u>	<u>P & I</u>	<u>Atty Penalty</u>	<u>Total Due</u>	<u>Date Paid</u>
2024	17,084.19	0.00	0.00	0.00	1/29/2025

If applicable:

- 1) This certificate does not reflect the potential of rollback taxes which may become due on properties receiving agricultural, open space or timber valuations before or after date of issuance.
- 2) This certificate does not cover property omitted from the appraisal roll as described under Tax Code Section 25.21. [Texas Tax Code Section 31.08(b)]


 Michael H. Arterburn
 Tax Assessor / Collector
 Rancho Isabella M.U.D.



Date Of Issuance
 1/31/2025



September 12, 2024

Mr. Otis Spriggs
Director of Development Services
City of Angleton
121 S. Velasco
Angleton, TX 77515

Re: On-Going Services
Windrose Green Section 5 Subdivision Improvement Plans – 3rd Submittal Review
Angleton, Texas
HDR Job No. 10391496

Dear Mr. Spriggs:

HDR Engineering, Inc. (HDR) has reviewed the plans for the above referenced subdivision and offers the following exceptions noted:

1. A final plat is included in the construction planset; however, this is being provided for information purposes only. At the time of completion of the subdivision improvements or fiscal responsibility as noted in the Angleton LDC, a final plat shall be submitted for review and approval.
2. A letter of no objection provided by Brazoria County Engineering and dated September 6, 2024 was received for the subject construction plans. It is noted that all provisions in the approval shall be followed accordingly.
3. A letter of no objection provided by Angleton Drainage District (A.D.D.) and dated January 17, 2024 was received for the subject construction plans along with subsequent approval of the latest planset on September 11, 2024 by a representative of A.D.D. It is noted that all provisions in the approval shall be followed accordingly.
4. A preconstruction meeting will be required for the proposed improvements.
5. All applicable permits shall be coordinated by the Contractor prior to commencement of construction.
6. Any revisions to the approved plansets shall be submitted to the City of Angleton for review and approval prior to the revisions being constructed.

HDR Engineering, Inc. (HDR) offers no objection to the proposed Windrose Green Section 5 Subdivision Improvement Plans with the exceptions noted. Please note, this does not necessarily mean that the entire drawings, including all supporting data and calculations, has been completely checked and verified; however, the drawings and supporting data are signed, dated, and sealed by a Professional Engineer licensed to practice in the State of Texas, which therefore conveys the engineer's responsibility and accountability.

If you have any questions, please feel free to contact us at our office (713)-622-9264.

Sincerely,

HDR Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Javier Vasquez', written in a cursive style.

Javier Vasquez, P.E., CFM
Civil Engineer

cc: Files (10391496/10361761)

Attachments

Matt Hanks, P.E.
COUNTY ENGINEER

(979) 864-1265
Office



Wael Tabara, P.E., CFM
ASST. COUNTY ENGINEER

Item 7.

Karen McKinnon, P.E.,
ASST. COUNTY ENGINEER

(979) 864-1270
Fax

BRAZORIA COUNTY ENGINEERING

451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515
www.brazoriacountytx.gov

September 6, 2024

Alex Khoshakhlagh
Pape-Dawson Engineers
2107 CityWest Blvd, 3rd Floor
Houston, TX 77042

RE: Plan Review –Construction Plans for Windrose Green Sec 5, Brazoria County, Texas.

Dear Alex:

Brazoria County has completed the review of the above referenced revised plans as provided on August 27, 2024. The County offers no objection.

This Letter of No Objection is for plan approval only. It is the applicants responsibility to apply for driveway and/or right of way permit & attach permits and cc' engineering-permits through the Engineer's Office, as well as all other proper permits required by Brazoria County. These permits must remain posted onsite during the construction for this project.

Best Regards,

Karen McKinnon

ANGLETON DRAINAGE DISTRICT

A Political Subdivision of the State of Texas
P.O. Box 2469, Angleton, Texas 77516-2469
Phone: (979) 849-2414 Fax: (979) 848-8160



January 17, 2024

Costello Engineering & Surveying
Attn: Alex Khoshakhlagh, P.E.
2107 CityWest Blvd., 3rd Floor
Houston, Texas 77042

Re: Windrose Green Sections 4 and 5
Plats and Plans

Dear Mr. Khoshakhlagh:

During the regular public meeting of the Angleton Drainage District held January 9, 2024, the Angleton Drainage Board of Supervisors unanimously approved the plat and drainage plans of Windrose Green Subdivision, Sections 4 and 5 as presented.

As presented, Windrose Green, Section 4 contains (65) sixty-five, 50-foot wide residential lots. The storm sewer system outfalls into the previously excavated detention pond system which was approved as part of the master plan hydrology and hydraulic analysis. All lots are graded with high elevation at the rear of each lot and are sloped to drain to the streets.

As presented, Windrose Green, Section 5 contains (67) sixty-seven residential lots. The lot mix is (22) twenty-two 50-foot wide lots and (45) forty-five 45-foot wide lots. The storm sewer system outfalls into the storm sewer stub out from Section 4 which outfalls into the previously excavated detention pond system which was approved as part of the master plan hydrology and hydraulic analysis. All lots are graded with high elevation at the rear of each lot and are sloped to drain to the streets.

Other than the proposed development discussed herein, if any structures are added to this site in the future, a subsequent review by the Angleton Drainage District will be required to ensure there are no adverse impacts to adjacent landowners.

Approval of the plat and drainage plan in no way represents that Windrose Green, Sections 4 and 5 have complied with any federal, state, county or other law, statute, procedure or requirement of any type beyond the approval of the plats and drainage plans approved, with the stipulations listed in this letter, if any, by the District.

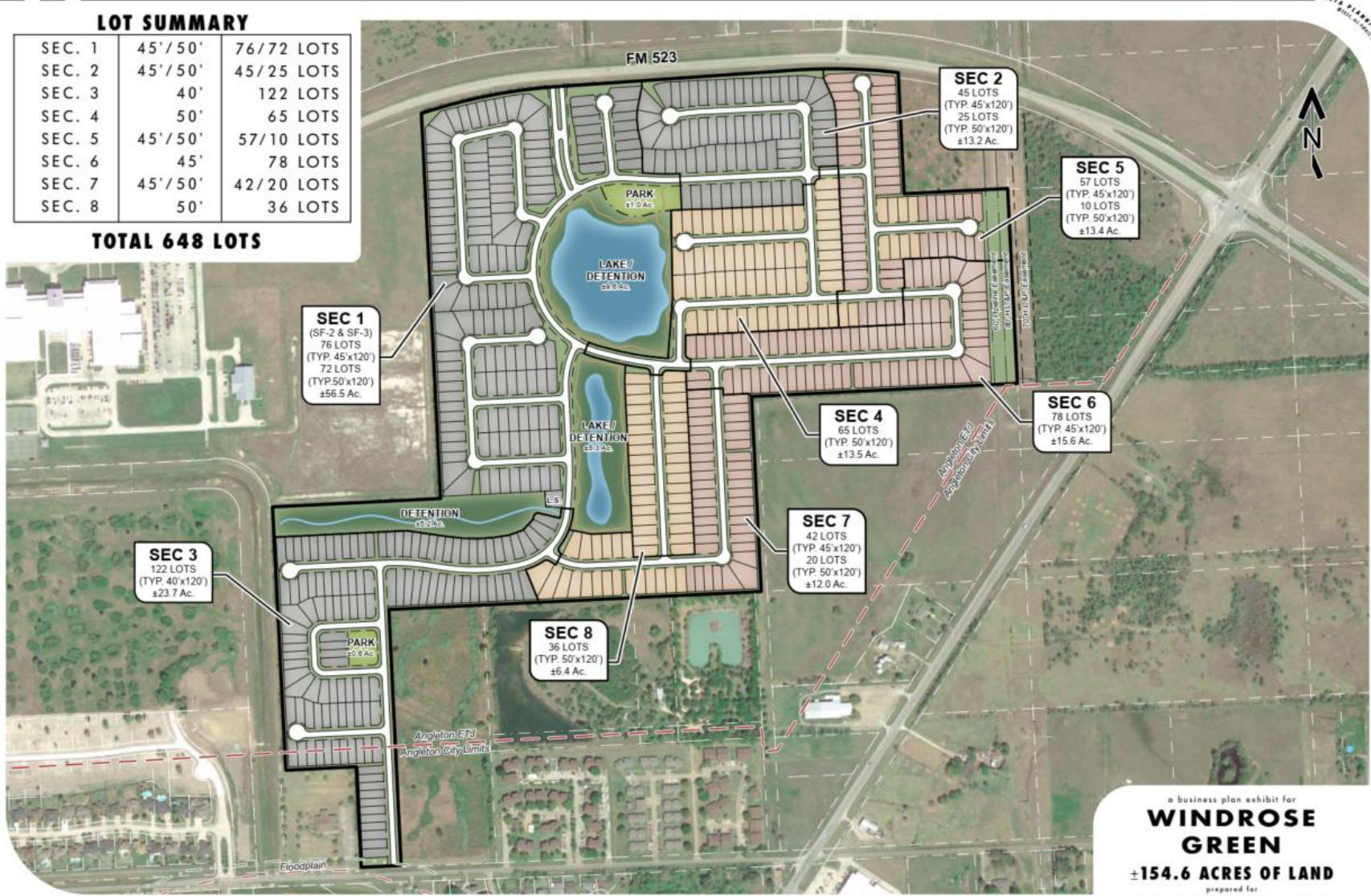
Sincerely,

David B. Spoor, Chairman
Angleton Drainage District Board of Supervisors

Land Plan

Item 7.

SECTIONS	PRODUCT	TOTAL LOTS	EST. DELIVERY DATE
SEC. 1	45' + 50'	148	Complete
SEC. 2	45' + 50'	70	Complete
SEC. 3	40'	122	Complete
SEC. 4	50'	65	Jun. 2025
SEC. 5	45'+50'	67	Jun. 2025
SEC. 6	45'	78	Jan. 2026
SEC. 7	45'+50'	62	Jan. 2026
SEC. 8	50'	36	Jun. 2026
TOTAL		648	



THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR CONSTRUCTION OR CONSTRUCTION PURPOSES. THIS DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INCORPORATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FOUNDATIONS, AND/OR ENVIRONMENTAL ASPECTS AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

a business plan exhibit for
WINDROSE GREEN
 ±154.6 ACRES OF LAND
 prepared for
EMBER DEVELOPMENT

META
 PLANNING + DESIGN

24285 Katy Freeway,
 Katy, Texas 777
 Tel: 281-810-14

SCALE
 0 100 200

MTA-5606
 DECEMBER 2, 2024



AGENDA ITEM SUMMARY FORM

MEETING DATE: March 11, 2025

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

AGENDA CONTENT: Discussion and possible action on the Preliminary Plat of Section 1B of Austin Colony Subdivision, located west of the terminus of Tigner St.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: None.

EXECUTIVE SUMMARY:

The subject property is located on the north side of CR 44 (Anchor Road), approximately 2,000 north of Wilkins Road. Section 1B consists of 10.680 acres, will have 50 residential lots, 3 blocks, and 2 reserve lots, and is in a Planned Development (PD) zoning district.

This is a request from the owner/developer of the Austin Colony Development, PD No. 3, for approval of Section 1B Preliminary Plat. PD No. 3 was amended and adopted by City Council on January 10, 2023 under Ordinance No. 20230110-009. Due to the reconfiguration and reclassification of Austin Colony Blvd., the various sections were readjusted as a result. Austin Colony Drive will serve access to Section 1A, and the newly proposed internal streets (Crockett and Moses Austin Streets) will serve Section 1B, which will also tie into Tigner Street.

City Engineer Review Comments:

The City Engineer reviewed the Preliminary Plat and found only minor textual/formatting items noted for correction. He also noted additionally that the applicant must provide information that coordination with Brazoria County has been made for the proposed connection to County Road 44 (aka Anchor Road). All comments were responded and have been cleared.

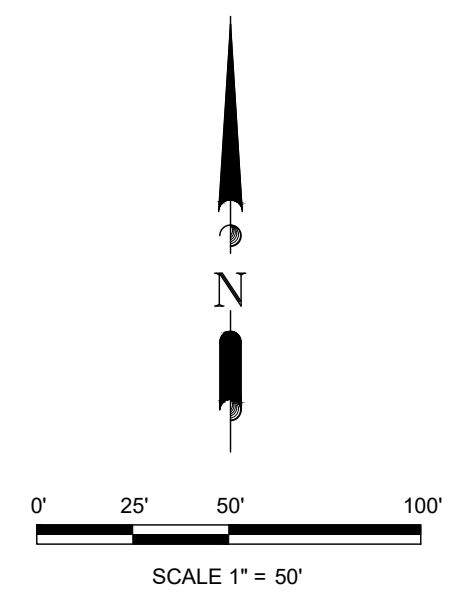
The Planning and Zoning Commission considered the Preliminary Plat of Section 1B of Austin Colony Subdivision on March 6, 2025, and accepted the Staff's recommendation.

Action: Planning Commission Member Will Clark made a motion to approve the Austin Colony Section 1B Preliminary Plat, subject to the final approval of the City Engineer, and the P&Z Commission forwards the Preliminary Plat to the City Council for final consideration and approval. The motion was seconded by Commission Member Deborah Spoor; the Preliminary Plat was approved with a 5-0 Vote.

Recommendation: City Council should approve the Austin Colony Section 1B Preliminary Plat, subject to the final approval of the City Engineer.

BRAZORIA COUNTY, TEXAS

JOSE DE JESUS VALDERAS SURVEY
ABSTRACT 380



LEGEND

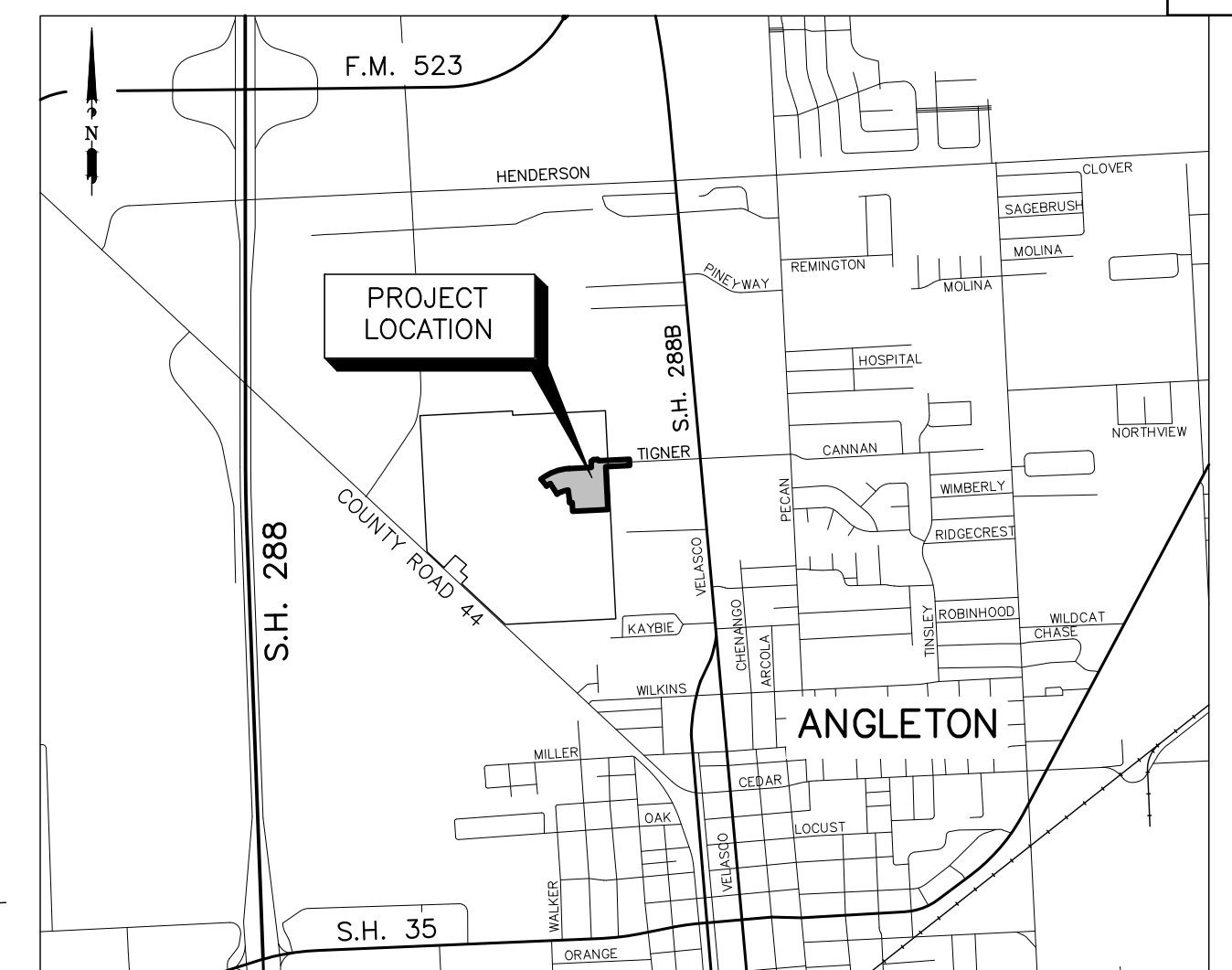
- O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY, TEXAS
- D.R.B.C.T. = DEED RECORDS BRAZORIA COUNTY, TEXAS
- P.R.B.C.T. = PLAT RECORDS BRAZORIA COUNTY, TEXAS
- C.C.F.N. = COUNTY CLERK'S FILE NUMBER
- VOL. PG. = VOLUME, PAGE
- P.O.B. = POINT OF BEGINNING
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- B.L. = BUILDING LINE
- R.O.W. = RIGHT-OF-WAY
- I.R. = IRON ROD
- I.R.C. = IRON ROD W/CAP
- I.P. = IRON PIPE
- = 5/8" I.R.C. SET
- = BAKER & LAWSON™ FOUND MONUMENT (AS NOTED)
- ⊙ = BM

NEW YORK AND TEXAS
LAND COMPANY SUBDIVISION
VOL. 26, PG. 140
D.R.B.C.T.

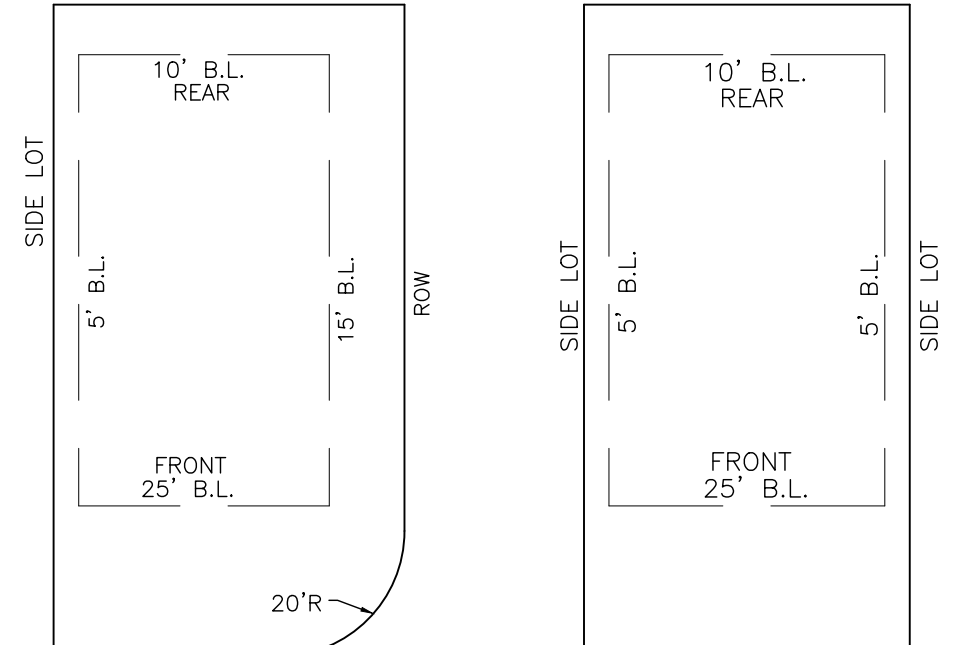
TEJAS-ANGLETON
DEVELOPMENT, LLC
CALLED 164.50 ACRES
C.C.F.N. 2021067765
O.P.R.B.C.T.

TEJAS-ANGLETON
DEVELOPMENT, LLC
CALLED 3.570 ACRES
C.C.F.N. 2021067765
O.P.R.B.C.T.

TEJAS-ANGLETON DEVELOPMENT, LLC
LOT 1
REPLAT OF LOT NO. 1
ANGLETON COMMERCIAL
SUBDIVISION NO. 1
C.C.F.N. 1999035290
O.P.R.B.C.T.
C.C.F.N. 2021067765
O.P.R.B.C.T.



VICINITY MAP



TYPICAL SIDE LOT TYPICAL INTERIOR LOT

Line No.	Length	Direction
L1	38.35'	S87°07'48"W
L2	60.00'	N03°02'49"W
L3	14.79'	N87°07'48"E
L4	60.00'	N87°07'48"E
L5	65.00'	S02°52'12"E
L6	20.72'	N47°52'33"W

Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	166.39'	400.00'	23°50'03"	S70°03'36"W	165.20'
C2	62.31'	580.00'	6°09'19"	S54°37'14"W	62.28'
C3	437.96'	705.00'	35°35'36"	N69°20'23"E	430.95'
C4	31.41'	20.00'	89°59'49"	N42°07'53"E	28.28'
C5	31.42'	20.00'	90°00'11"	S47°52'07"E	28.29'
C6	78.55'	50.00'	90°00'41"	N42°07'27"E	70.72'
C7	282.12'	550.00'	29°23'23"	N72°26'49"E	279.04'
C8	31.41'	20.00'	89°59'19"	S47°52'33"E	28.28'
C9	31.41'	20.00'	89°59'19"	S47°52'33"E	28.28'
C10	15.50'	20.00'	44°24'55"	N2°05'21"W	15.12'
C11	156.07'	50.00'	178°50'32"	N42°07'27"E	99.89'
C12	15.50'	20.00'	44°24'55"	N7°39'45"W	15.12'
C13	31.42'	20.00'	90°00'41"	S42°07'27"E	28.29'
C14	31.42'	20.00'	90°00'41"	N42°07'27"E	28.29'
C15	298.04'	580.00'	29°26'37"	S72°25'12"W	294.79'
C16	266.08'	520.00'	29°19'04"	S72°28'16"W	263.19'
C17	266.08'	520.00'	29°19'04"	S72°28'16"W	263.19'

BLOCK 1 SECTION 1B		BLOCK 2 SECTION 1B		BLOCK 3 SECTION 1B	
PARCEL	TABLE	PARCEL	TABLE	PARCEL	TABLE
LOT NO.	AREA S.F.	LOT NO.	AREA S.F.	LOT NO.	AREA S.F.
1	6,788	1	6,699	1	6,274
2	6,250	2	6,699	2	6,276
3	6,250	3	6,699	3	6,276
4	6,250	4	6,699	4	6,323
5	6,250	5	6,699	5	6,259
6	6,250	6	6,699	6	6,000
7	6,250	7	6,699	7	6,000
8	6,250	8	6,425	8	6,000
9	5,681	9	6,250	9	6,000
10	8,311	10	6,250	10	6,000
11	10,743	11	6,250	11	6,520
12	6,072	12	6,250	12	6,522
13	6,250	13	6,250	13	6,000
14	6,250	14	6,704	14	6,000
15	6,250	15	6,000	15	6,000
16	6,250	16	6,000	16	6,000
17	6,250	17	6,000	17	6,000
18	6,246	18	6,000	18	6,903

RESERVE TABLE			
SYMBOL	DESCRIPTION	RESERVE USE	AREA
(A)	RESTRICTED RESERVE "A"	RESTRICTED TO UTILITY & DRAINAGE USE	0.056 AC.
(B)	RESTRICTED RESERVE "B"	RESTRICTED TO UTILITY & DRAINAGE USE	0.630 AC.

SHEET 1 OF 2

PRELIMINARY PLAT
AUSTIN COLONY
SECTION 1B
 BEING 10.680 ACRES
 50 LOTS 3 BLOCKS 2 RESERVES
 SUBDIVISION
 BEING A PORTION OF
 A CALLED 164.50 ACRE TRACT
 C.C.F.N. 2021067765
 O.P.R.B.C.T.
 JOSE DE JESUS VALDERAS SURVEY
 ABSTRACT NO. 380
 CITY OF ANGLETON
 BRAZORIA COUNTY, TEXAS

B & L
 BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 4005 Technology Drive, Suite 1530
 Angleton, TX 77515
 OFFICE: (979) 849-6681
 TBPLS No. 10052500
 REG. NO. F-825

OWNER:
 WAYNE L. "SANDY" REA, II
 TEJAS VIEJO LAND COMPANY
 5454 NEWCASTLE DRIVE
 UNIT 1101
 HOUSTON, TX 77081

PROJECT NO.: 16182
 DRAWING NO.: 16182 PLAT SEC 1B.DWG
 SCALE: 1" = 50'
 DATE: 2/28/2025
 DRAWN BY: BT
 CHECKED BY: DH

I:\16182\ENGINEERS-SURVEY\PLAT\16182 PLAT SEC 1B.DWG PLOT DATE: 2/28/2025 D:\dhdh

PLANNING AND ZONING COMMISSION AND CITY COUNCIL:

APPROVED THIS _____ DAY OF _____, 20____, BY THE PLANNING AND ZONING COMMISSION, CITY OF ANGLETON, TEXAS.

BILL GARWOOD, CHAIRMAN, PLANNING AND ZONING COMMISSION _____

MICHELLE PEREZ, CITY SECRETARY _____

APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY COUNCIL, CITY OF ANGLETON, TEXAS.

JOHN WRIGHT, MAYOR _____

MICHELLE PEREZ, CITY SECRETARY _____

STATE OF TEXAS § COUNTY OF BRAZORIA §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 20____, BY _____ CITY OF ANGLETON, ON BEHALF OF THE CITY.

NOTARY PUBLIC STATE OF TEXAS _____

MY COMMISSION EXPIRES _____

DRAINAGE AND DETENTION EASEMENT

THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF ANGLETON (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES AND SUCCESSORS: THE PORTION SHOWN ON THE PLAT IS CALLED "DRAINAGE AND DETENTION EASEMENT;" THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION, NO OBSTRUCTION TO THE NATURAL FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREIN ABOVE DEFINED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVATE ANY UNSANITARY CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

ANGLETON DRAINAGE DISTRICT

ACCEPTED THIS THE _____ DAY OF _____, 20____, BY THE ANGLETON DRAINAGE DISTRICT.

THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:

- 1. THAT DRAINAGE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE ANGLETON DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS _____ BOARD MEMBER _____

BOARD MEMBER _____

DEDICATION STATEMENT:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT WAYNE L. REA II, OF TEJAS VIEJO LAND COMPANY, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS AUSTIN COLONY SECTION 1B, A SUBDIVISION IN THE JURISDICTION OF THE CITY OF ANGLETON, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS, ALLEYS AND PUBLIC PARKLAND SHOWN THEREON. THE STREETS, ALLEYS AND PARKLAND ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY OF ANGLETON. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANGLETON'S USE THEREOF. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS § COUNTY OF BRAZORIA §

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

WAYNE L. REA II TEJAS VIEJO LAND COMPANY

STATE OF TEXAS § COUNTY OF BRAZORIA §

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED WAYNE L. REA II, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACTING OWNER FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS _____

MY COMMISSION EXPIRES _____

DESCRIPTION OF 10.680 ACRES

BEING A 10.680 ACRE TRACT OF LAND LOCATED WITHIN THE JOSE DE JESUS VALDERAS SURVEY, ABSTRACT NO. 380, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF A CALLED 164.50 ACRE TRACT IN THE NAME OF TEJAS-ANGLETON DEVELOPMENT, LLC, AS RECORDED IN COUNTY CLERKS FILE NO. (C.C.F.N.) 2021067765 OF THE OFFICIAL PUBLIC RECORDS, BRAZORIA COUNTY, TEXAS (O.P.R.B.C.T.), ALSO BEING A PORTION OF THE NEW YORK AND TEXAS LAND COMPANY SUBDIVISION, AS RECORDED IN VOLUME 26, PAGE 140 OF THE DEED RECORDS, BRAZORIA COUNTY, TEXAS (D.R.B.C.T.), REFERRED TO HEREAFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID 10.680 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 A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER, BEING ON THE EAST LINE OF THE ABOVE REFERENCED TRACT, SAME BEING ON THE WEST LINE OF A 60' PLATTED RIGHT-OF-WAY (R.O.W.), AS RECORDED IN VOLUME 26, PAGE 140 OF THE D.R.B.C.T., FROM WHICH A 5/8-INCH IRON ROD WITH CAP STAMPED "BAKER & LAWSON" FOUND AT THE NORTHEAST CORNER OF THE ABOVE REFERENCED TRACT BEARS NORTH 02°52'54" WEST, A DISTANCE OF 915.46 FEET;

THENCE SOUTH 02°52'54" EAST, ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT, SAME BEING ON THE WEST LINE OF SAID 60' PLATTED RIGHT-OF-WAY (R.O.W.), A DISTANCE OF 700.00 FEET TO A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER;

THENCE SOUTH 87°07'48" WEST, OVER AND ACROSS THE ABOVE REFERENCED TRACT, A DISTANCE OF 548.43 FEET TO A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER;

THENCE NORTH 02°50'24" WEST, OVER AND ACROSS THE ABOVE REFERENCED TRACT, A DISTANCE OF 125.00 FEET TO A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER;

THENCE SOUTH 87°07'48" WEST, OVER AND ACROSS THE ABOVE REFERENCED TRACT, A DISTANCE OF 38.35 FEET TO A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER;

THENCE NORTH 03°02'49" WEST, OVER AND ACROSS THE ABOVE REFERENCED TRACT, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER;

THENCE NORTH 08°29'14" WEST, OVER AND ACROSS THE ABOVE REFERENCED TRACT, A DISTANCE OF 118.95 FEET TO A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER;

THENCE, OVER AND ACROSS THE ABOVE REFERENCED TRACT, ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 166.39 FEET TO A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER, SAID CURVE HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 23°50'03", A CHORD WHICH BEARS SOUTH 70°03'36" WEST A DISTANCE OF 165.20 FEET;

THENCE NORTH 33°17'22" WEST, OVER AND ACROSS THE ABOVE REFERENCED TRACT, A DISTANCE OF 180.04 FEET TO A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER;

THENCE, OVER AND ACROSS THE ABOVE REFERENCED TRACT, ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 62.31 FEET TO A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER, SAID CURVE HAVING A RADIUS OF 580.00 FEET, A CENTRAL ANGLE OF 06°09'19", A CHORD WHICH BEARS SOUTH 54°37'14" WEST A DISTANCE OF 62.28 FEET;

THENCE NORTH 38°27'25" WEST, OVER AND ACROSS THE ABOVE REFERENCED TRACT, A DISTANCE OF 125.00 FEET TO A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER;

THENCE, OVER AND ACROSS THE ABOVE REFERENCED TRACT, ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 437.96 FEET TO A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER, SAID CURVE HAVING A RADIUS OF 705.00 FEET, A CENTRAL ANGLE OF 035°35'36", A CHORD WHICH BEARS NORTH 69°20'23" EAST A DISTANCE OF 430.95 FEET;

THENCE NORTH 87°07'48" EAST, OVER AND ACROSS THE ABOVE REFERENCED TRACT, A DISTANCE OF 312.42 FEET TO A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER;

THENCE NORTH 02°52'12" WEST, OVER AND ACROSS THE ABOVE REFERENCED TRACT, A DISTANCE OF 90.00 FEET TO A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER;

THENCE NORTH 87°07'48" EAST, OVER AND ACROSS THE ABOVE REFERENCED TRACT, A DISTANCE OF 14.79 FEET TO A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER;

THENCE, OVER AND ACROSS THE ABOVE REFERENCED TRACT, ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 31.41 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 89°59'49", A CHORD WHICH BEARS NORTH 42°07'53" EAST A DISTANCE OF 28.28 FEET;

THENCE NORTH 87°07'40" EAST, OVER AND ACROSS THE ABOVE REFERENCED TRACT, A DISTANCE OF 60.00 FEET TO A 5/8-INCH IRON ROD WITH CAP, STAMPED "BAKER & LAWSON" SET FOR CORNER;

THENCE, OVER AND ACROSS THE ABOVE REFERENCED TRACT, ALONG A CURVE TO THE LEFT 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°00'11", A CHORD WHICH BEARS SOUTH 47°52'07" EAST A DISTANCE OF 28.29 FEET;

THENCE NORTH 87°07'48" EAST, OVER AND ACROSS THE ABOVE REFERENCED TRACT, A DISTANCE OF 135.19 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, AND CONTAINING 10.680 ACRES OF LAND, MORE OR LESS.

NOTES:

- 1. THE PURPOSE OF THIS PLAT IS TO PLAT THE 10.680 ACRE TRACT INTO A 50 LOT, 3 BLOCK 2 RESERVE SUBDIVISION.
2. ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD-83, U.S. SURVEY FEET.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAS BEEN PERFORMED BY THE SURVEYOR.
4. FLOOD ZONE STATEMENT: THE SURVEYOR NAMED HEREON HAS EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY: MAP NUMBER 48039C0440K, WITH EFFECTIVE DATE OF DECEMBER 30, 2020, AND THAT MAP INDICATES THAT THE PROPERTY SURVEYED IS WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD-PLAIN. WARNING: THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND WILL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
5. SITE BENCHMARK: TBM "A" BOX CUT IN CONCRETE, TOP OF INLET, SOUTH SIDE OF WEST END OF TIGNER ROAD. ELEVATION = 15.00' NAVD1988, REFERENCE BENCHMARK: NGS MONUMENT: TXAG REF MON 1 PID: DR8248, PUBLISHED ELEVATION: 32.0 FEET, TXDOT ANGLETON.
6. THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES OR SUBSURFACE CONDITIONS OTHER THAN THOSE SHOWN MAY AFFECT THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY SHOWN HEREON.
7. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
8. NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.
9. NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT.
10. NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT, THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.
11. NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.
12. IT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION FOR THE MAINTENANCE OF THE RESERVES LOCATED ON THIS PLAT.
13. THE PLATTED PROPERTY LIES WITHIN A TRACT OF LAND (164.5 ACRE TRACT) ANNEXED BY THE CITY OF ANGLETON ON MARCH 9, 2021, CITY ORDINANCE NO. 20210309016

STATE OF TEXAS § COUNTY OF BRAZORIA §

KNOWN ALL MEN BY THESE PRESENTS:

THAT I, DARREL HEIDRICH, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY NOT TO BE RECORDED FOR ANY PURPOSE

DARREL HEIDRICH REGISTERED PROFESSIONAL LAND SURVEYOR LAND SURVEYOR NO. 5378

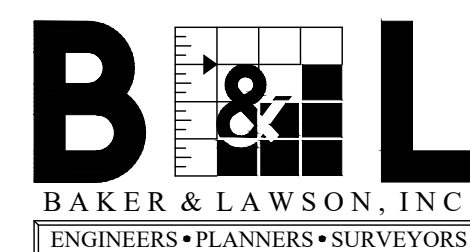
STATE OF TEXAS § COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS: THAT I, DOUGLAS B. ROESLER, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN PROVIDED IN THIS PLAT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE ANGLETON LDC, EXCEPT FOR ANY VARIANCES THAT WERE EXPRESSLY GRANTED BY THE CITY COUNCIL.

PRELIMINARY NOT TO BE RECORDED FOR ANY PURPOSE

SIGNED: DOUGLAS B. ROESLER DATE PROFESSIONAL ENGINEER TEXAS REGISTRATION NO. 56739

PRELIMINARY PLAT AUSTIN COLONY SECTION 1B BEING 10.680 ACRES 50 LOTS 3 BLOCKS 2 RESERVES SUBDIVISION BEING A PORTION OF A CALLED 164.50 ACRE TRACT C.C.F.N. 2021067765 O.P.R.B.C.T. JOSE DE JESUS VALDERAS SURVEY ABSTRACT NO. 380 CITY OF ANGLETON BRAZORIA COUNTY, TEXAS



4005 Technology Drive, Suite 1530 Angleton, TX 77515 OFFICE: (979) 849-6681 TBPLS No. 10052500 REG. NO. F-825

Table with 3 columns: PROJECT NO., DRAWING NO., SCALE, DATE, DRAWN BY, CHECKED BY.

\\160005\16100\16192\ENGINEERING-SURVEY\SURVEY\PLAT\16182 PLAT SEC 1B.DWG PLOT DATE: 2/28/2025 D:\heidrich



February 28, 2025

Mr. Otis Spriggs
Director of Development
Services City of Angleton
121 S. Velasco
Angleton, TX 77515

Re: Austin Colony Section 1B Preliminary Plat – 1st Submittal Review Comments Angleton,
Texas

Dear Mr. Spriggs:

Attached is the updated Austin Colony Section 1B Preliminary Plat for the above referenced subdivision and offers the following response to HDR Engineering comments:

- 1. Notate radius of cul-de-sac/knuckle.**
Radius has been added to the plat
- 2. Update heading in the certification blocks for the Dedication Statement.**
Heading has been updated
- 3. Verify: Section 1A to be referenced on the plat to show that Lot 1, Blk 2 has street access.**
Referenced Section 1A on the Plat

Phase 1A of Austin Colony will be constructed first to provide direct access to CR 44 (Anchor Rd.) Section 1B will be after completion of Section 1A. Construction start date on Section 1B will be determined by pace of home sales in Section 1A.

We believe all comments have been addressed. Please let us know if further information is needed.

Sincerely,

Douglas B. Roesler, P.E.



February 7, 2025

Mr. Otis Spriggs
 City of Angleton
 121 S. Velasco
 Angleton, TX 77515

Subject: Engineer's Summary Letter
 Austin Colony Subdivision - Sec. 1B
 Complete Plat Area = 10.680 Acres

Dear Mr. Spriggs:

We are pleased to prepare this Engineer's Summary report for the subject tract of land for Tejas Viejo Land Company, Mr. Wayne "Sandy" Rae. The 10.680 acre tract is in the Northwest area of Angleton and is bound by CR 44 (Anchor Road) to the Southwest, CR 340 (Carr Road) and two large tract residential sites to the Northwest, vacant land to the north, and Angleton Drainage District (ADD) ditch to the east with an apartment complex and vacant land across the ditch and the same ADD ditch to the south with residential and commercial across the ditch.

General Information:

The Section 1B development will be 50 residential lots at 50' minimum width. All lots meet the requirements outlined for the approved zoning of Planned Development (PD). A summary of the lot layout is shown on the Plat in Figure 2.

Utilities - Water & Sanitary Sewer:

We will extend an existing 10-inch waterline westerly along the proposed extension of Tigner Drive. At the first intersecting road in Austin Colony, we will increase the 10-inch to a 12-inch for the future completion of the 12-inch waterline loop thru Austin Colony. Future residential developments will complete the loop thru the development. Developer will pay for the cost of installation of an 8-inch waterline and the City will compensate the difference in cost for installation of the 10-inch and 12-inch waterline.

Sanitary sewer will outfall to the existing 15-inch sanitary sewer flowing south along the east bank of the ADD Northwest Ditch.

Parks:

There is no land dedication on the property for parks. The executed Development Agreement addresses the parkland fees in lieu of parkland.

Storm Drainage:

Storm water is conveyed to the detention pond by flow in concrete roadway gutters, curb inlets and storm sewer. Storm water enters the pond via one outfall. The outfall is a 48" RCP. Our detention design is restricted to the existing condition flow rate within Brazoria County Master Drainage Study for the Oyster Creek watersheds. Our project is within drainage basins OC 24 with an existing condition 100-year release rate of 0.45 cfs/acre. Based on this information, the developed project area (11.313 acres) will require 6.83 ac-ft of detention. We have restricted the release from the detention pond with a 15" pipe grouted into a 24" outfall pipe. The Master Drainage Plan for the Austin Colony development

DOUGLAS B. ROESLER, P.E. - Principal Engineer
 4005 TECHNOLOGY DRIVE, SUITE 1530, ANGLETON, TEXAS 77515
 (979) 849-6681 • Fax (979) 849-4689

was approved by the ADD on 01/13/2021. The drainage and detention plan for Section 1B has not been submitted to ADD. This design set will be the first submittal to the city.

Geotechnical Analysis:

The owner has previously contracted Intertek PSI to perform a geotechnical analysis of the site in March 2021. Their report, Intertek PSI GO report 286-2371, is on file at the office of Baker & Lawson, Inc. and is included with this submittal.

Heritage Tree:

We have prepared a tree preservation plan which indicated that there are no heritage trees in the area of development. The tree survey is included with this submittal.

Traffic Impact Analysis:

We have begun gathering information for Traffic Impact Analysis (TIA) which will be submitted to Brazoria County. This analysis will be completed prior to the construction of Section 1B. The entrance roadway will be constructed as part of Section 1A and will be of hot-mix asphaltic concrete from the edge of existing CR 44 (Anchor Road) to the northeast side of the 5' right of way dedication. This will allow for adjustments to accommodate future egress/access requirements determined by the TIA. There are no special traffic design considerations at this time, nor will the project require an amendment to the FTP. This section of the development does extend a short section of Tigner Drive as a stub street.

Please contact me if you have any questions or need to discuss any aspect of this Engineer's Summary Letter and attachments.

Respectfully submitted,



Douglas B. Roesler, P.E.
President, Principal Engineer

(File: 14257 / Engineer's Letter Sec. 1A)

Drainage Analysis
Job # 16182 - Texas Viejo Land Co.-Austin Colony Sec. 1B

Rainfall Intensity calculations for Brazoria County

i = Intensity (in/hr)
b = coefficient
t = time of concentration
d = coefficient
e = coefficient

subscript i = 1 = 2 year storm
i = 2 = 5 year storm
i = 3 = 10 year storm
i = 4 = 25 year storm
i = 5 = 50 year storm
i = 6 = 100 year storm

i = 1.6

b ₁	A ₆	d ₁
71.0	0.774	8.4
70.1	0.752	7.7
96.6	0.770	17.2
89.2	0.736	10.4
86.5	0.709	10.0
120.2	0.741	21.3

T₀ = 53.33 ENTER PREDEVELOPMENT TIME OF CONCENTRATION

I₁ = $\frac{b_1}{(d_1 + T_0)^{e_1}}$ I₀ = 4.921 Predevelopment Intensity of interest

C_p = .091 ENTER PREDEVELOPMENT C VALUE

A_p = 13.52 ENTER AREA

C_r = 1.00
Q = C_rI₀A
Q = 6.055
V_{max} = (C)A-43560-1.08
V = 5.788 × 10⁴

Must Insert correct subscript for I to obtain the relevant Q
For these calculations, total volume storage is assumed to equal (C)A with A converted to square feet multiplied by 13" (1.08)

DEVELOPMENT OF RUNOFF HYDROGRAPH MALCOM'S METHOD AS DESCRIBED IN THE BRAZORIA COUNTY DRAINAGE CRITERIA MANUAL

T = $\frac{V}{1.39 \cdot Q}$ T = 6.877 × 10³
T = Time to peak, presented as a function of volume and peak flow and therefore indirectly related to time of concentration

t = 0, 1000, 84000

f(t) = $\left(\frac{Q}{2}\right)\left(1 - \cos\left(\frac{t \cdot \pi}{T}\right)\right)$ f(t) describes rising limb of hydrograph
g(t) = 4.34 · Q · exp[-1.30 · $\left(\frac{t}{T}\right)$] g(t) describes descending limb of hydrograph

q(t) = if(t ≤ 1.25 · T, f(t), g(t))

Volume_{pre} = $\int_0^{86400} q(t) dt$
Volume_{pre} = 5.808 × 10⁴

Predevelopment hydrograph

T₀ = 26.42 ENTER POST DEVELOPMENT TIME OF CONCENTRATION
I₀ = 6.855 Post development I of interest

C_p = 0.65
A_p = 1.25
Q_{max} = C_pI₀A · C_r
Q = 75.299
V_{max} = (C)A-43560-1.08
V = 4.134 × 10⁵

T = $\frac{V}{1.39 \cdot Q}$ T = 3.95 × 10³

t = 0, 1000, 25000

f(t) = $\left(\frac{Q}{2}\right)\left(1 - \cos\left(\frac{t \cdot \pi}{T}\right)\right)$
g(t) = 4.34 · Q · exp[-1.30 · $\left(\frac{t}{T}\right)$]

r(t) = if(t ≤ 1.25 · T, f(t), g(t))

Volume_{post} = $\int_0^{86400} r(t) dt$
Volume_{post} = 4.149 × 10⁵

Post development hydrograph

Combined pre and post development hydrographs

v(t) = ((r(t) - q(t)) · 1)
v(t) = if(f(t) > 0, f(t), 0)

THE REQUIRED STORAGE COMPUTED AS THAT PART OF THE POST DEVELOPMENT HYDROGRAPH THAT FALLS ABOVE THE PREDEVELOPMENT HYDROGRAPH

ACRE- FEET

$\int_0^{86400} v(t) dt = 8.236$

Hydrological and Hydraulic Impacts
Texas Viejo Land Co.-Austin Colony Sec. 1B
Anchor Road

Job # 16182
Brazoria County, Texas

A = 13.52 Acre Development :
(50 Lots, Road ROW and 1.8 Ac. Detention)

Pre Development:
C = 0.30 (Adjust to 0.091)
TC = 53.33 Minutes, I = 4.921
Q = 100 Year Storm = 17.248 cfs
Q-allowable is 0.45 cfs / ac. = 6.08 cfs

Post Development
C = 0.65
TC = 26.42 Minutes, I = 6.855
Q = 100 Year Storm = 75.299 cfs

Required Detention:
8.236 acre - feet (358,760 c.f.)
0.61 ac-ft/ac

Douglas B. Roesler, P.E. Jan. 23, 2025

EXISTING CONDITIONS
Bra. Co. Master Drg. Study allows only 0.45 cfs/acre in this area. This is Oyster Creek drainage areas OC 25.
TC = 15 Minutes gather time plus diagonal length 1,150' overland at 0.50 fps = 53.33 Minutes

PROPOSED CONDITIONS
TC = 15 Minutes gather time + 140' overland at 0.50 fps + 320' gutter @ 2.0 fps + 735' I.F. storm sewer @ 3.0 fps = 26.42 Minutes
C = 0.65 per Bra. Co. Drg. Criteria manual.

DESIGNED	DR
DRAWN	BT
CHECKED	DR
DATE	2/5/2025

REVISIONS

NO.	DATE	DESCRIPTION	APPROVED
-----	------	-------------	----------

B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
4005 TECHNOLOGY DRIVE, SUITE 1530
ANGLETON, TEXAS 77515 (979) 849-6661
REG. NO. F-825

The seal appearing on this document was authorized by Douglas B. Roesler P.E. 56739

OWNER:
Wayne L. "Sandy" Rea, II
Tejas Viejo Land Company
5454 Newcastle Drive Unit# 1101
Houston, Texas 77081
waynerea@swbell.net (713) 993-6453

PLAN: _____
PROFILE: _____
HORIZONTAL: _____
VERTICAL: _____

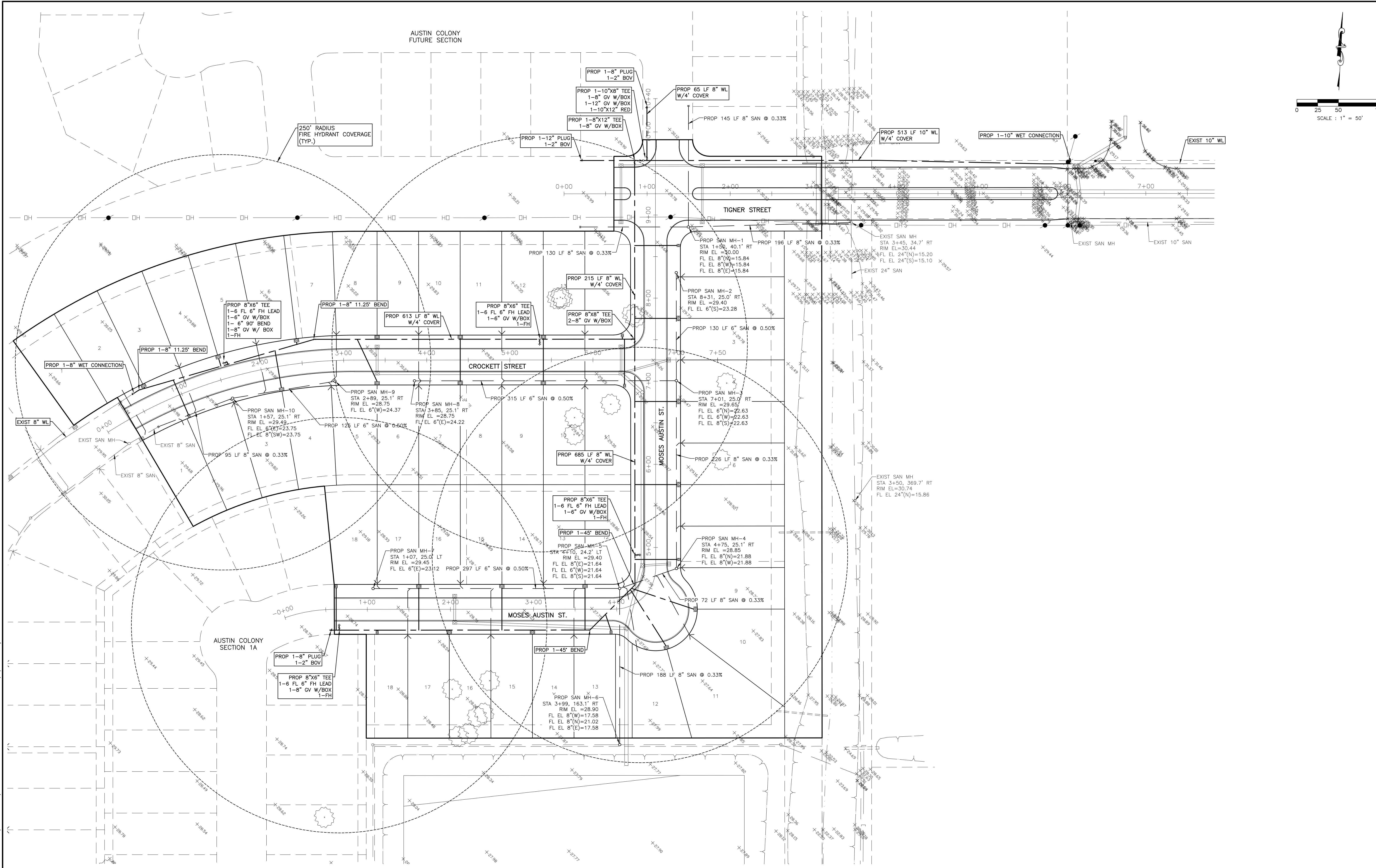
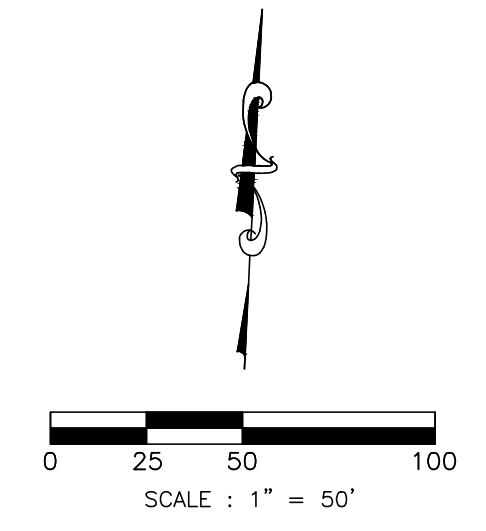
PROJECT:
Austin Colony Subdivision
Section 1B - 50 Lots
CR 44 (Anchor Road), Angleton TX

HYDROLOGICAL CALCULATIONS

PROJECT NO. 16182

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16182_SHEET SET SEC. 1B.DWG 90

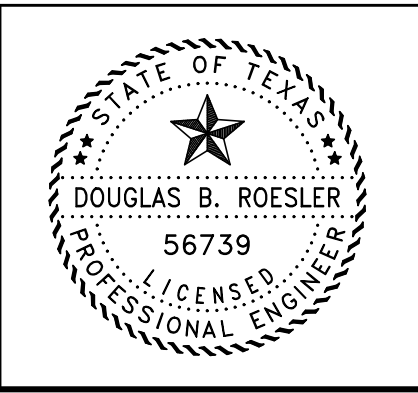


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NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

DESIGNED	DR
DRAWN	BT
CHECKED	DR
DATE	2/5/2025

BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
4005 TECHNOLOGY DRIVE, SUITE 1530
ANGLETON, TEXAS 77515 (979) 849-6661
REG. NO. F-825



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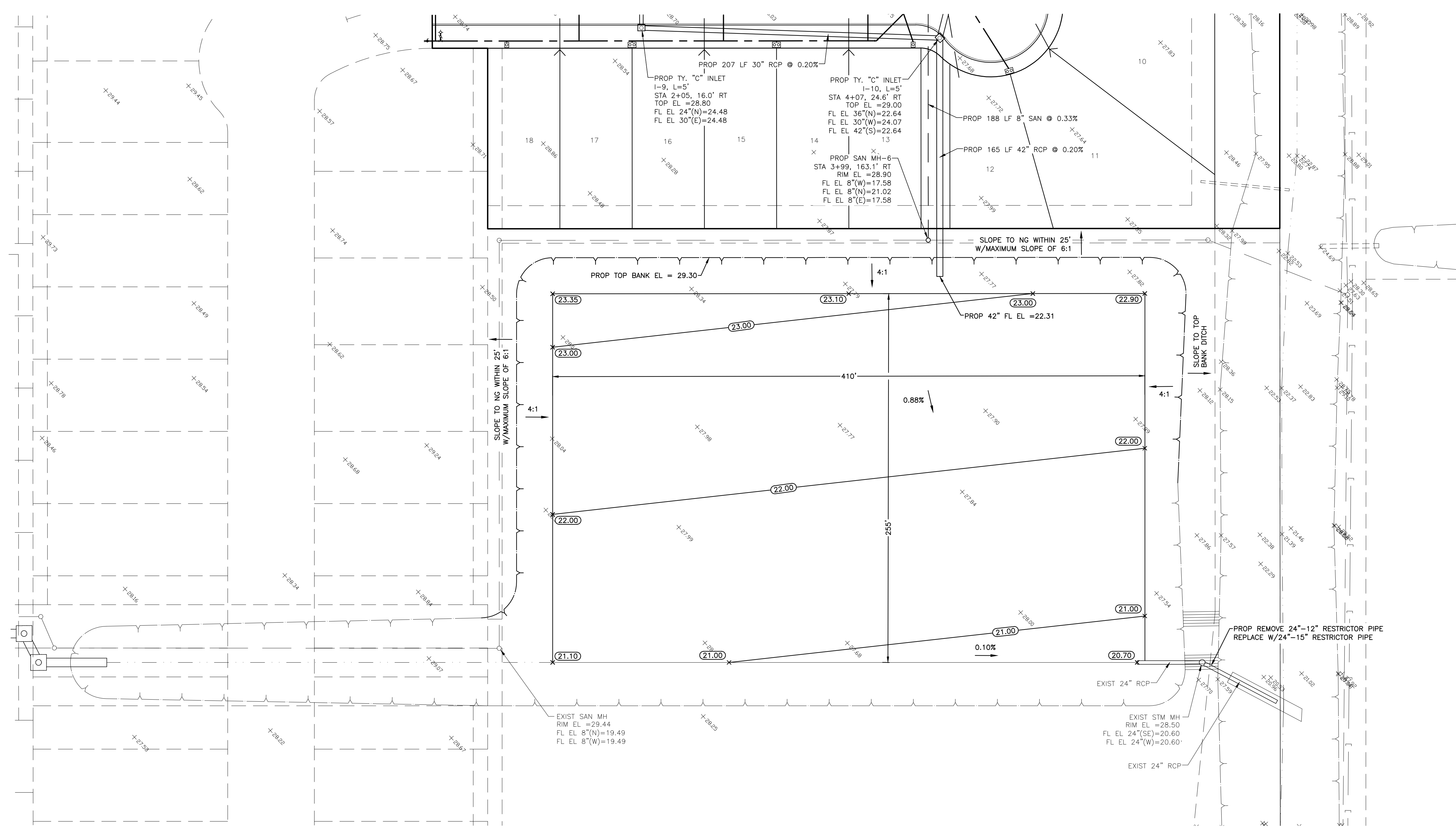
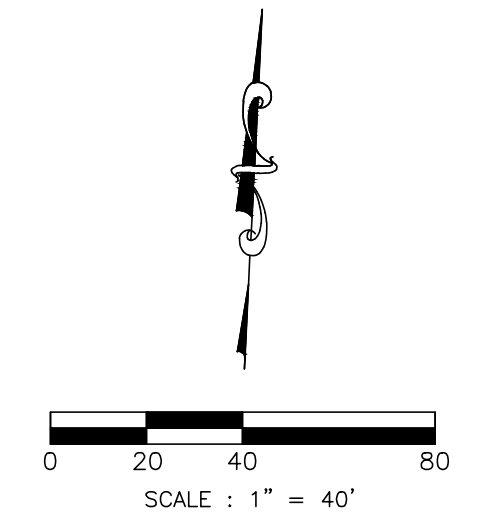
OWNER:
Wayne L. "Sandy" Rea, II
Tejas Viejo Land Company
5454 Newcastle Drive Unit# 1101
Houston, Texas 77081
waynerea@swbell.net (713) 993-6453

PLAN: _____ 1" = 50'
PROFILE: _____
HORIZONTAL: _____
VERTICAL: _____

PROJECT:
Austin Colony Subdivision
Section 1B - 50 Lots
CR 44 (Anchor Road), Angleton TX

UTILITY LAYOUT

PROJECT NO. 16182



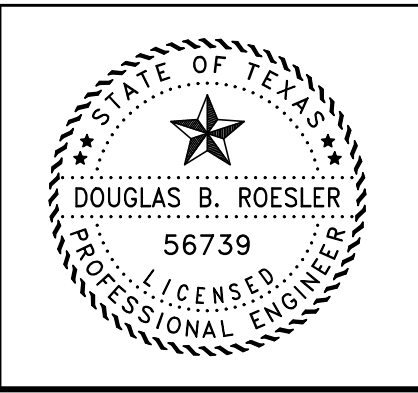
SEC 1A & 1B DETENTION VOLUME REQUIRED = 17.037 AC-FT
 DETENTION PROVIDED:
 TOP EL. 29.30 = (306 x 460) = 3.231 AC
 BOTTOM AVG. EL. 22.0 = (255 x 410) = 2.400 AC
 AVG. AREA (28 TO 22) = 2.74 AC
 AVG. DEPTH = 6.3'
 STORAGE PROVIDED = 17.26 AC-FT

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NO.	DATE	DESCRIPTION	APPROVED
REVISIONS			

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 DATE 2/5/2025

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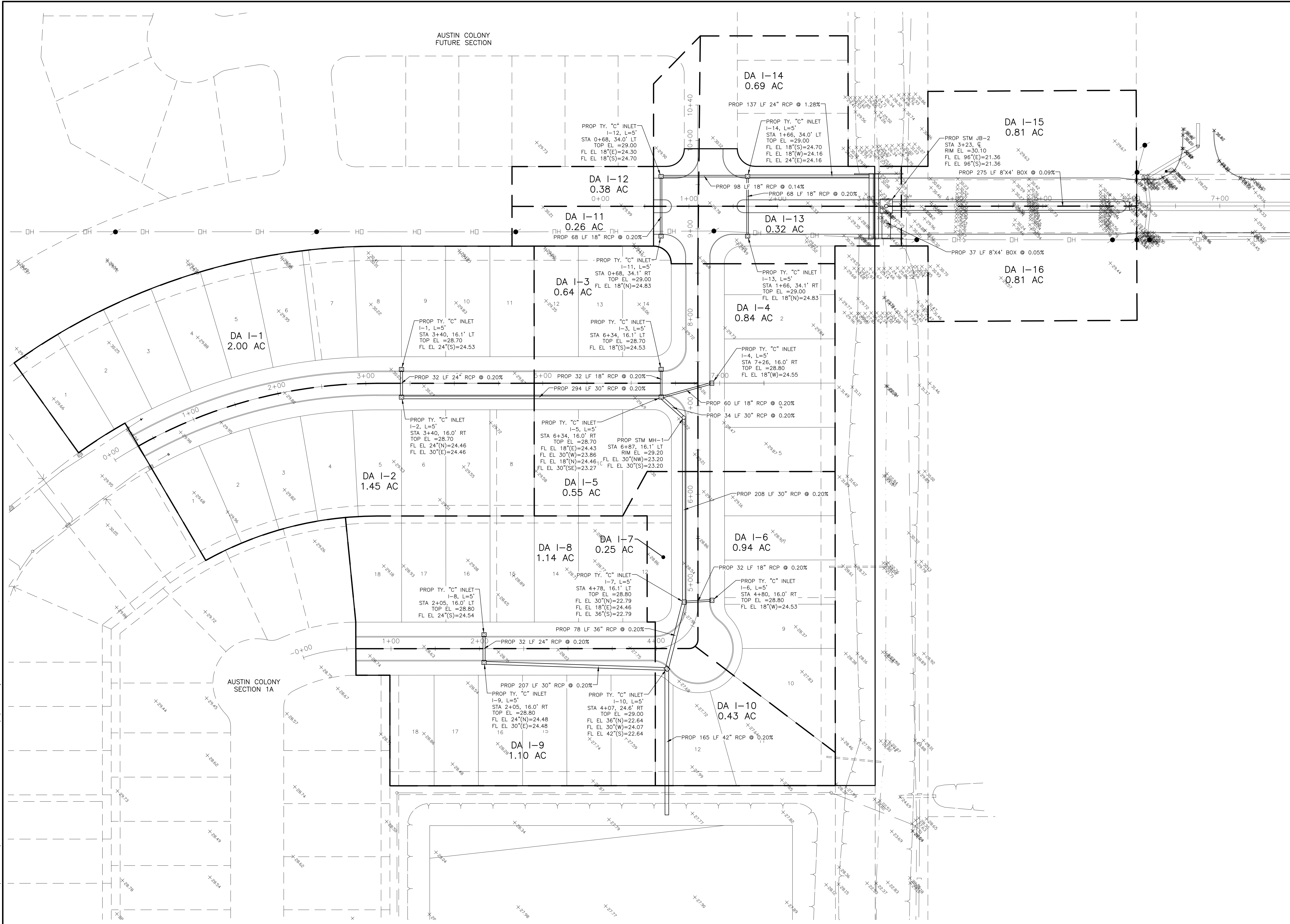
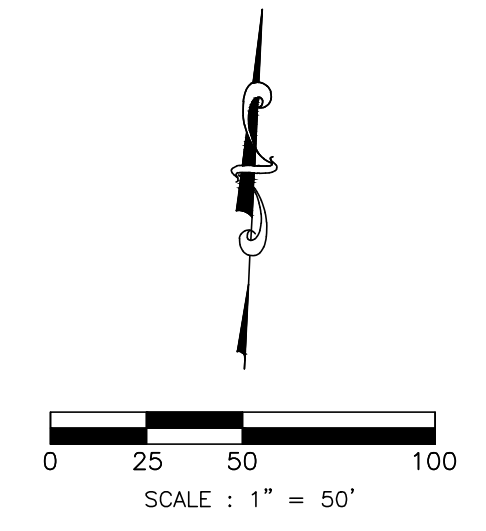
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PLAN: 1" = 40'
 PROFILE:
 HORIZONTAL:
 VERTICAL:

PROJECT:
Austin Colony Subdivision
Section 1B - 50 Lots
CR 44 (Anchor Road), Angleton TX

DETENTION POND LAYOUT AND CROSS SECTIONS
 PROJECT NO. 16182



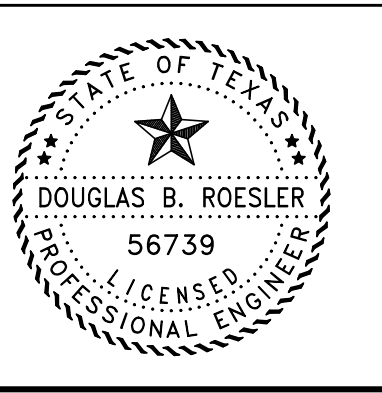
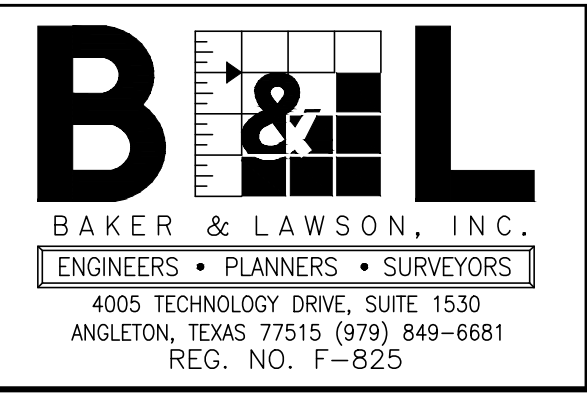
SYMBOLS LEGEND

- EXIST NATURAL GROUND ELEVATION
- PROP GRADE ELEVATION
- PROP TOP OF 4" CURB ELEVATION
- PROP RIM ELEVATION OF CURB INLET
- PROP GUTTER LINE ELEVATION
- PROP TOP OF GRATE INLET
- DOUBLE WATER METER
- SINGLE WATER METER
- FIRE HYDRANT
- WATER VALVE
- TAPPING SLEEVE AND VALVE
- REDUCER
- STORM SEWER MANHOLE
- SANITARY SEWER MANHOLE
- TOP BANK
- STORM SEWER LINE (REINFORCED CONCRETE PIPE, ASTM C76)
- SANITARY SEWER LINE (D3034, SDR 26, 160 PR)
- WATERLINE (AWWA C900, CLASS 150, DR18)

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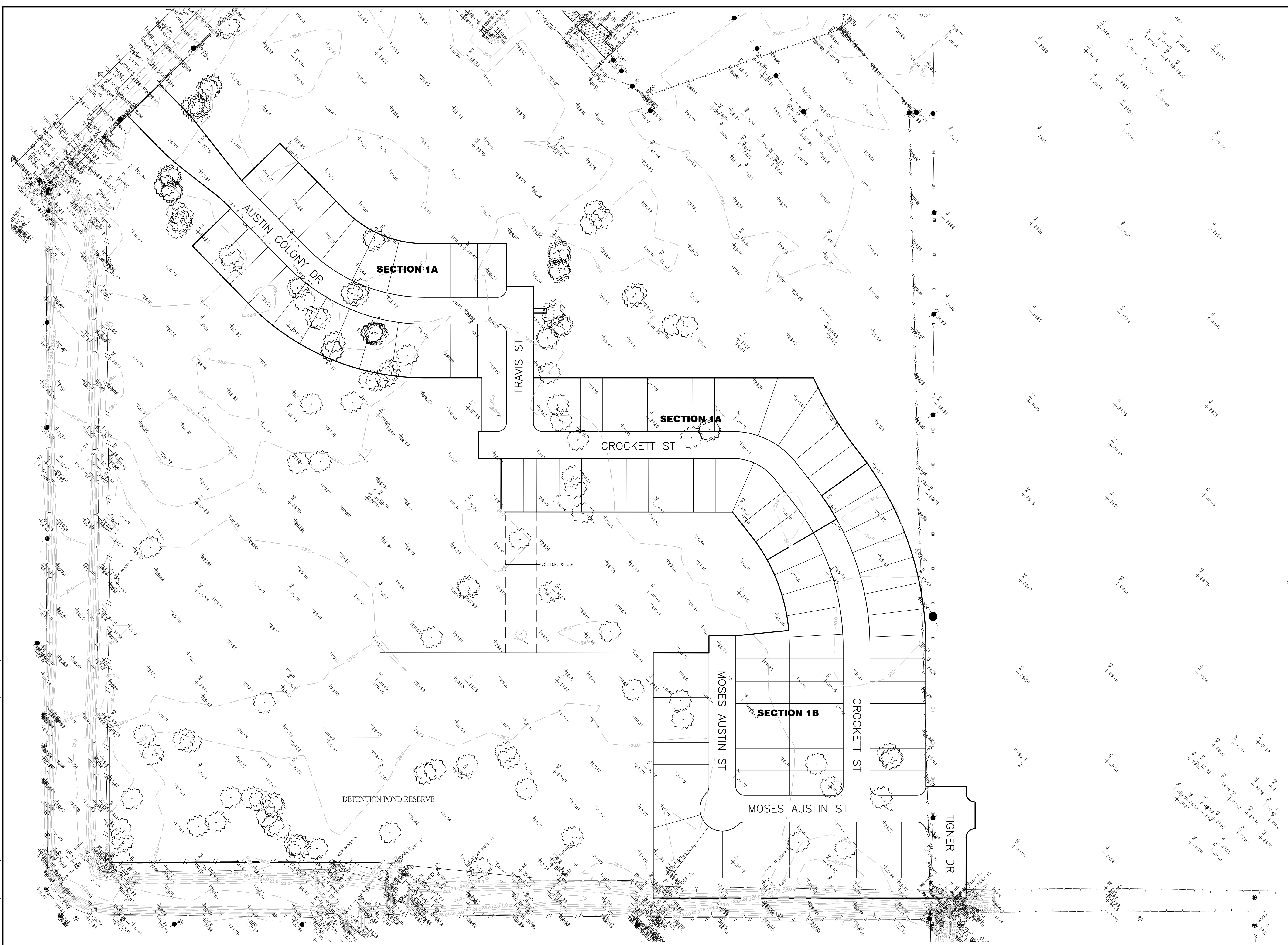
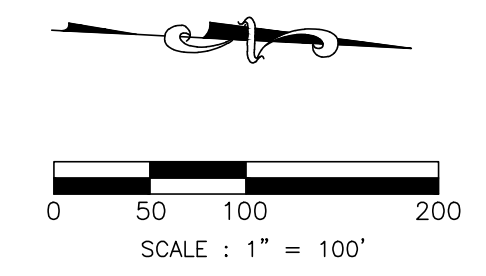
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PLAN: 1" = 50'
 PROFILE:
 HORIZONTAL:
 VERTICAL:

PROJECT:
Austin Colony Subdivision
Section 1B - 50 Lots
CR 44 (Anchor Road), Angleton TX

DRAINAGE MAP
 PROJECT NO. 16182



AUSTIN COLONY SECTION 1A AND 1B HERITAGE TREES

THERE ARE NO LIVE OAK OR PECAN TREES IN THE AREA SURVEYED.

TOTAL NUMBER OF HERITAGE TREES = 0
TOTAL CALIPER OF HERITAGE TREES = 0

TREE SYMBOLS SHOWN ON THIS DRAWING REPRESENT TREES HAVING 12" DIAMETER TRUNKS AT 4.5' ABOVE GROUND.

THE VARIETY OF TREES TIED IN CONSISTED OF:

- BIRCH
- BUR OAK
- ELM
- HACKBERRY
- POST OAK
- SYCAMORE
- CHINESE TALLOW
- WATER OAK

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NO.	DATE	DESCRIPTION	APPROVED
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 ANGLETON, TEXAS 77515 (979) 849-6661
 REG. NO. F-825

STATE OF TEXAS
 DOUGLAS B. ROESLER
 56739
 PROFESSIONAL ENGINEER

The seal appearing on this document was authorized by Douglas B. Roesler P.E. 56739

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 waynerea@swbell.net (713) 993-6453

PLAN: 1" = 100'
 PROFILE:
 HORIZONTAL:
 VERTICAL:

PROJECT:
 Austin Colony Subdivision
 Section 1B - 50 Lots
 CR 44 (Anchor Road), Angleton TX

HERITAGE TREE
 PRESERVATION PLAN

PROJECT NO. 16182

LS-1
95

16182.HERITAGE TREE SEC. 1A AND 1B.DWG

GEOTECHNICAL ENGINEERING REPORT

**Proposed Development at Tigner Tract
Anchor Road (County Road 44)
Angleton, Texas**

PSI Project No. 286-2371

PREPARED FOR:

**Baker & Lawson, Inc
300 E. Cedar St.
Angleton, TX 77515**

March 8, 2021

BY:

**PROFESSIONAL SERVICE INDUSTRIES, INC.
3730 Dacoma Street
Houston, Texas 77092
Phone: (713) 224-2047
Fax: (713) 682-2665**



March 8, 2021

Baker & Lawson, Inc.
300 E. Cedar St.
Angleton, TX 77515

Attn: Mr. Steve Matula

**RE: GEOTECHNICAL ENGINEERING REPORT
PROPOSED DEVELOPMENT AT TIGNER TRACT
ANCHOR ROAD (COUNTY ROAD 44)
ANGLETON, TEXAS
PSI Project No. 286-2371**

Dear Mr. Matula:


Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit this Geotechnical Engineering Report for the referenced project. This report includes the results from the field and laboratory investigation along with recommendations for use in preparation of the appropriate design and construction documents for this project.

PSI appreciates the opportunity to provide this Geotechnical Engineering Report and looks forward to continuing participation during the design and construction phases of this project. PSI also has great interest in providing materials testing and inspection services during the construction of this project and will be glad to meet with you to further discuss how we can be of assistance as the project advances.

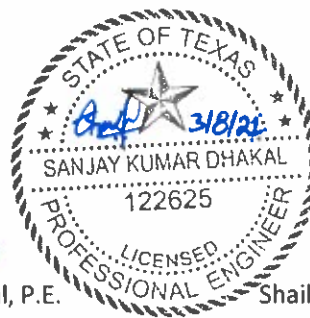
If there are questions pertaining to this report, or if PSI may be of further service, please contact us at your convenience.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.
Texas Board of Professional Engineers Certificate of Registration # F003307


Imran Hossain, E.I.T.
Staff Geotechnical Engineer


Sanjay Dhakal, P.E.
Project Engineer





Shailendra N. Endley, Ph. D., P.E.
Chief Engineer

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1.0 PROJECT INFORMATION

1.1 PROJECT AUTHORIZATION

Professional Service Industries, Inc. (PSI), an Intertek company, has completed a field exploration and geotechnical evaluation for the proposed Tigner Tract project to be constructed in Angleton, Texas. Mr. Wayne L. Rea, II, representing Tejas-Angleton Development, LLC, authorized PSI’s services on January 27, 2021 by signing the PSI Proposal No. 286-331024, Rev .1. PSI’s proposal contained a proposed scope of work, lump sum fee, and PSI’s General Conditions.

1.2 PROJECT DESCRIPTION

Based on information provided by the Client and PSI’s review, a summary of our understanding of the proposed project is provided in Table 1.1.

TABLE 1-1: GENERAL PROJECT DESCRIPTION

Project Items	One detention pond and concrete pavements
Existing Grade Change within Project Site Area	± 2 feet estimate (Google Earth Pro Data)
Pavement for Parking and Drives	Concrete pavement
Anticipated Traffic	Not known at this time
Depth of Detention Pond	Approximately 10 feet deep from the existing grade

The geotechnical recommendations presented in this report are based on the available project information, structure locations, and the subsurface materials encountered during the field investigation. If the noted information or assumptions are incorrect, please inform PSI so that the recommendations presented in this report can be amended as necessary. PSI will not be responsible for the implementation of provided recommendations if not notified of changes in the project.

1.3 PURPOSE AND SCOPE OF SERVICES

The purpose of this study is to evaluate the subsurface conditions at the site and develop geotechnical engineering recommendations and guidelines for use in preparing the design and other related construction documents for the proposed project. The scope of services included drilling soil borings, performing laboratory testing, and preparing this geotechnical engineering report.

This report briefly outlines the available project information, describes the site and subsurface conditions, and presents the recommendations regarding the following:

- Description of subsurface conditions and groundwater information;
- Boring logs with laboratory test results;
- Discussion about soil swell/shrink potential;
- Site preparation recommendations;



- Recommendation for detention pond;
- Rigid concrete pavement recommendations; and
- Discussions of factors which may impact construction and performance of the proposed construction.

The scope of services for this geotechnical exploration did not include an environmental, mold nor detailed seismic/fault assessment for determining the presence or absence of wetlands, or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air on or below, or around this site. Statements in this report or on the boring logs regarding odors, colors, and unusual or suspicious items or conditions are strictly for informational purposes.

Please note that, PSI already submitted separate reports addressing the Environmental Scope discussed on Proposal No. 286-331024, Rev.1 on February 19, 2021.

2.0 SITE AND SUBSURFACE CONDITIONS

2.1 SITE DESCRIPTION

Table 2.1 provides a generalized description of the existing site conditions based on visual observations during the field activities, as well as other available information.

TABLE 2-1: SITE DESCRIPTION

Site Location	East side of intersection of Anchor Road and Carr Road, Angleton, Texas
Site History	Undeveloped land
Existing Site Ground Cover	Mostly covered with grass and trees
Existing Grade/Elevation Changes	29 ±2 Feet (Based on the provided grade plan)
Description of Adjacent Property	North: Vacant land East: Drainage channel South: Drainage ditch West: Anchor Road
Ground Surface Soil Support Capability	The site was firm enough for field equipment during field explorations and is anticipated to be soft surface during wet periods

2.2 FIELD EXPLORATION

Field exploration for the project consisted of drilling a total of sixteen (16) borings. The boring design element, boring labels, approximate depths and drilling footage are provided in Table 2.2.

TABLE 2-2: FIELD EXPLORATION SUMMARY

Design Element	Number of Borings	Boring Designation	Boring Depth (ft)	Drilling Footage (ft)
Pavement	4	B-02, B-03, B-05 and B-06	5	20
	7	B-01, B-07 and B-08, B-12 to B-15	10	70
	1	B-04	15	15
	1	B-16	20	20
Detention Pond	3	B-09, B-10 and B-11	25	75
TOTAL:	16		---	200

The boring locations were selected by PSI personnel and located in the field using a recreational-grade GPS system. Elevations of the ground surface at the boring locations were not provided. The references to elevations of various subsurface strata are based on depths below existing grade at the time of drilling. The approximate boring locations are depicted on the Boring Location Plan provided in the Appendix. The field exploration methods are described in Table 2.3.



TABLE 2-3: FIELD EXPLORATION DESCRIPTION

Drilling Equipment	Track-mounted drilling rig
Drilling Method	Continuous flight augers
Drilling Procedure	Applicable ASTM and PSI Safety Manual
Field Testing	Hand Penetrometer, Standard Penetration Test (ASTM D1586)
Sampling Procedure	Soils: ASTM D1587/1586
Sampling Frequency	Continuously to a depth of 10 feet and at 5-foot intervals thereafter
Frequency of Groundwater Level Measurements	During and after drilling
Boring Backfill Procedures	Soil cuttings

During field activities, the encountered subsurface conditions were observed, logged, and visually classified (in general accordance with ASTM D2487). Field notes were maintained to summarize soil types and descriptions, water levels, changes in subsurface conditions, and drilling conditions.

2.3 LABORATORY TESTING PROGRAM

PSI supplemented the field exploration with a laboratory testing program to determine additional engineering characteristics of the subsurface soils encountered. Table 2.4 represents the laboratory testing program.

TABLE 2-4: LABORATORY TESTING PROGRAM

Laboratory Test	Procedure Specification
Visual Classification	ASTM D2488
Moisture Content	ASTM D2216
Atterberg Limits	ASTM D4318
Material Finer than No. 200 Sieve	ASTM D1140
Unconfined Compression Strength	ASTM D2166

The laboratory testing program was conducted in general accordance with applicable ASTM Test Methods. The results of the laboratory tests are provided on the Boring Logs in the Appendix. Portions of samples not altered or consumed by laboratory testing will be discarded 60 days from the date shown on this report.

2.4 SUBSURFACE CONDITIONS

The results of the field and laboratory investigation have been used to generalize a subsurface profile at the project site. The subsurface descriptions mentioned in Table 2.5 provide a highlighted generalization of the major subsurface stratification features and material characteristics.



TABLE 2-5: GENERALIZED SOIL PROFILE FOR BORINGS

Stratum	Top (ft)	Bot. (ft)	Soil Type	LL Range (%)	PI Range	% Passing #200 Sieve	N (Range/Avg)	Su Range (tsf)
1	0	10	Fat Clay (CH), Fat Clay with sand (CH), Lean Clay (CL), Lean Clay with Sand (CL), Silty Clay (CL-ML)	21 to 64	5 to 47	69 to 98	4 to 21	0.17 to 2.22
2	10	15	Silt with Sand (ML), Silt (ML)	NP	NP	75 to 99	8 to 20	-
3	15	25	Silty Sand (SM), Clayey Sand (SC)	NP	NP	14 to 23	14 to 65	-

Where: LL= Liquid limit (%)
 PI = Plasticity Index
 N=Standard Penetration Test blow count (blows/foot)
 Su = Undrained Shear Strength based on Hand Penetrometer, Unconfined or UU Compressive Strength
 NP = Non-Plastic

The boring logs included in the Appendix should be reviewed for specific information at individual boring locations. The boring logs include soil descriptions, stratifications, locations of the samples, and field and laboratory test data. The descriptions provided on the logs only represent the conditions at that actual boring location; the stratifications represent the approximate boundaries between subsurface materials. The actual transitions between strata may be more gradual and less distinct. Variations will occur and should be expected across the site.

2.4.1 GROUNDWATER INFORMATION

Groundwater was not encountered, during the field explorations. Water level measurements were performed during drilling and after completion of drilling. Specific information concerning groundwater is noted on each boring log presented in the Appendix of this report. The groundwater measurements are summarized in Table 2.6.

TABLE 2-6: MEASURED GROUNDWATER LEVELS (DEPTHS)

Boring Designation	During Drilling (feet)	After Drilling (feet)
B-01 through B16	Not encountered during drilling	Not encountered upon completion

It is possible that seasonal variations (temperature, rainfall, etc.) will cause fluctuations in the groundwater level. Additionally, perched water may be encountered in discontinuous zones within the overburden soil. It is recommended that the contractor determine the actual groundwater levels at the site at the time of the construction activities to determine the impact, if any, on the construction procedures.



3.0 GEOTECHNICAL EVALUATION AND RECOMMENDATIONS

3.1 SOIL SHRINK-SWELL POTENTIAL

The results of laboratory plasticity tests indicate that the near surface soils at this site have moderate to high potential for shrink or swell. The soils have a tendency to swell when soil moisture increases and shrink when the soil moisture decreases. The amount of potential movement due to shrink and swell with soil moisture variations can be estimated using the Potential Vertical Rise (PVR) value. In designing a foundation system, the structural engineer should consider these potential movements from shrinking-swelling soils.

PVR estimates are based on an assumed depth known as the “Active Depth” where changes in soil moisture could occur due to seasonal variations. The PVR estimates should be considered approximate probable estimates based on industry standard practice and experience, and the movements predicted herein should not be construed as absolute values that could occur in the field.

PVR value of about two (2) to three (3) inches was estimated for this site using the Texas Department of Transportation (TxDOT) TEX-124-E method. This method uses the uniform percent swell through the entire active depth. This method is considered appropriate for extreme soil moisture variations such as extreme rainfall variations in this area.

For the proposed site, for any grade supported structures, to reduce the PVR to one (1) inch or less, it is recommended that at least three (3) feet of low plasticity structural fill be placed between the natural soils and the final grade. This thickness can be achieved through excavation and replacement, and placement of new structural fill over the existing exposed subgrade, or combination thereof. The structural fill should be placed within the plan area of the structure and to a distance of at least five (5) feet beyond the perimeter of the structure.

Poor drainage and water infiltration to the foundation soils for an extended period can be detrimental to the floor slab and foundation. Excessive wetting of soil (due to accumulation of water), or, excessive drying (due to the presence of large trees, etc.) could possibly result in greater PVR values than those estimated herein as the moisture variations could occur down to deeper depths; or, the moisture variations can be greater than those inherently assumed by the methods mentioned above. We recommend that the moisture-related problems be corrected immediately as they can be detrimental to the foundation and floor slab.

It is common to assume the differential movement to be about half the value of the PVR. This is based on the assumption that a certain amount of moisture variation may occur beneath the plan area of the floor slab. It is possible that under extreme moisture variation conditions, the differential movements could be equal to, or even double, the value of PVR.

Swelling or shrinkage occurs in soils due to changes in moisture content. Ponding of water around the slab may result in reduction of soil strength, thereby causing adverse and damaging movements.

It is important to control the possibility of moisture changes by following precautions shown below:

- Direct surface runoff away from structures by sloping the subgrade away from the slabs.
- Extend paving or other impervious coverings, such as sidewalks, to the slab edge.
- Extend roof drain downspouts so that the discharge is at least 5 feet from the slab.

- Avoid placing trees or shrubs adjacent to slab.
- Avoid excessive drying of soil around the slab.
- Repair any leaking underground utility or irrigation lines as soon as identified.

3.2 SITE PREPARATION

It is recommended that the grass, trees, topsoil, existing roots, organic material, and other miscellaneous debris be removed from the site and wasted. Voids left by tree removal should be backfilled with properly compacted structural fill soils.

After stripping and excavating to the required undercut depth, the exposed soil should be proof-rolled to locate any soft or loose areas. Proof-rolling can be performed in accordance with Item 216 of TxDOT Specification. Soils that are observed to rut or deflect under the moving load should be undercut and replaced with properly compacted structural fill. The proof-rolling and undercutting activities should be witnessed by a PSI representative and should be performed during a period of dry weather.

After proof-rolling and undercutting have been completed, any necessary fill placement may begin. The first layer of fill should be placed in a relatively uniform horizontal lift and be adequately keyed into the subgrade soils. Structural fill materials should be sandy clay soils free of organic or other deleterious materials, have a maximum clay lump size of less than three inches, and have a liquid limit not greater than 35 and a plasticity index between 8 and 20. Structural fill should be compacted to at least 95 percent of standard Proctor maximum dry density as determined by ASTM D 698.

Structural fill should be placed in maximum lifts of eight inches of loose material and should be compacted within the range of zero to three percentage (0% to +3%) points above the optimum moisture content value. If water must be added, it should be uniformly applied and thoroughly mixed into the soil by disking or scarifying. Each lift of structural fill should be tested by a representative of the geotechnical engineer prior to the placement of subsequent lifts. Care should be taken to apply compactive effort throughout the fill and fill scope areas. The moisture content and the degree of compaction of the structural fill soils should be maintained until the construction of the structures within the area.

It is extremely important to establish and maintain good and positive drainage with the construction area as soon as practical. Wet or saturated near surface soils could pose significant difficulties during earthwork operations. This good and positive collection and drainage of surface water should be maintained throughout the construction period.

3.3 DETENTION POND RECOMMENDATION

Based on the provided information, PSI understands that a detention pond is planned to be constructed for the proposed development in the east side of the site. We understand that the detention pond will have a depth of about 10 feet.

Considering the subsurface soils encountered, a pond-side slope configuration of 4H:1V or flatter is recommended. Based on our local experience, slopes steeper than 4H:1V slopes may experience localized sloughing and/or erosion.

A pond-side slope configuration of 3H:1V or steeper may experience more sloughing and caving, which would require more frequent maintenance.

PSI recommends that the pond side slopes have a well-placed and well-maintained vegetation cover or utilize other erosion protection products to reduce the amount of localized sloughing and/or erosion.

It is recommended that the slope be monitored periodically to detect undesirable slope performance. Any erosion or minor sloughing on the slopes should be repaired immediately. This maintenance activity will help to prevent further erosion or slope failure.

4.0 PAVEMENT DESIGN RECOMMENDATIONS

4.1 PAVEMENT SUBGRADE PREPARATION

PSI recommends that the existing subgrade be proof-rolled as recommended in the 3.2 Site Preparation section of this report. Any soft or loose soils identified by the proof-rolling should be undercut and replaced with compacted structural fill.

We anticipate that at least the upper six (6) inches of the soils would require a lime application of about 6% to 8%, expressed as a percent of the dry weight of the soil to be treated. In order to determine the exact percentage of lime addition, lime series testing should be performed in accordance with ASTM D 6276 or TxDOT test method TEX-121-E. Lime stabilization should be performed in accordance with the applicable provisions of Item 260 of the TxDOT Specification. Lime stabilized subgrade should be compacted to at least 95 percent of standard Proctor maximum dry density as determined by ASTM D 698 within zero to three percentage points above the optimum moisture content.

Due to grading considerations, if at least 12-inches of sandy clay structural fill is provided below, the pavement materials stabilization is not necessary. The degree of compaction and moisture content of the subgrade soils should be maintained till the subgrade is paved.

4.2 PAVEMENT DESIGN

AASHTO design methodology could be used to design the pavements. According to AASHTO design methodology, the pavement design thickness considers pavement performance, traffic, subgrade soils, pavement materials, environment, drainage and reliability. Traffic includes several types of vehicles with various magnitudes of axle loads that may be subjected to the pavement during its service life. The design involves a traffic analyses that converts various types of vehicles with various magnitudes axle loads to a number of 18-kip equivalent single axle load (ESAL) repetitions. The design engineer should perform the traffic analyses to compute the number of ESALs repetitions that would be subjected to the pavement during its service life or design life. Based on the computed ESALs, an economical and appropriate pavement can be designed accordingly.

In order to design a pavement, the subgrade soil conditions and anticipated levels of traffic must be known. The subgrade soils are evaluated based on our limited testing. The anticipated traffic on the proposed pavement is not known at this time. Based on our previous experience with similar facilities, the traffic for the proposed pavement could include lightly loaded cars/pick-up trucks, delivery vans or trucks, dump trucks and occasional 18-wheeler truck traffic.

Based on AASHTO design methodology and our experience with similar projects in the local area, we are providing pavement thickness for rigid pavement in Table 4.1. The table includes pavement sections corresponding to generic traffic levels (total ESALs). In general, pavement thicknesses corresponding to the lower traffic conditions may be considered for parking areas, while the higher traffic conditions may be considered for driveways, exit and entry lanes and frequently used areas. Pavements within trash pick-up areas should be Portland cement concrete with at least 7 inches in thickness.

TABLE 4.1: RIGID PAVEMENT DESIGN THICKNESS

Pavement Material(s)	Life Expectancy, ESALs	
	Light Duty 116,000	Heavy Duty 200,000
	Design Thickness (inch)	
Portland Cement Concrete	5.0	6.0
Subgrade or Subbase	As Discussed Previously	

The final pavement sections should be adjusted by the project Civil Engineer based the actual design traffic loading criteria for the project when that information becomes available. PSI can assist with the final pavement section design if requested.

Proper finishing of concrete pavement requires the use of appropriate construction joints to reduce the potential for cracking. Construction joints should be designed in accordance with the current Portland Cement Association and the American Concrete Institute guidelines. Joints should be sealed to reduce the potential for water infiltration into pavement joints and subsequent infiltration into the supporting soils. Load transfer devices at the pavement joints should be designed in accordance with accepted codes. The concrete should have a minimum compressive strength of 4,000 psi at 28 days. The concrete should also be designed with 5±1 percent entrained air to improve workability and durability. Normal periodic maintenance will be required.

4.2.1 CIVIL AND DRAINAGE CONSIDERATIONS

Related civil design factors such as drainage, cross-sectional configurations, surface elevations and environmental factors which will significantly affect the service life of the pavement must be included in the preparation of the construction drawings and specifications. Concrete pavement slabs should be provided with adequate steel reinforcement. Proper finishing of concrete pavements requires the use of sawed and sealed joints. Joint spacing is recommended at 15-foot intervals for plain concrete. Dowel bars should be used to transfer loads at the transverse joints.

Surface water infiltration to the pavement subgrade layers may soften the subgrade soils. Considering several factors in the pavement design can reduce surface infiltration. To summarize, the following are some of the factors that need to be emphasized in order to maintain proper drainage.

- Appropriate slopes should be provided.
- Joints should be properly sealed and maintained.
- Side drains or sub drains along a pavement section may be provided.
- Proper pavement maintenance programs such as sealing surface cracks, and immediate repair of distressed pavement areas should be adopted.
- During and after the construction, site grading should be kept in such a way that the water drains freely off the site and off any prepared or unprepared subgrade soils. Excavations should not be kept open for a long period of time



5.0 CONSTRUCTION CONSIDERATIONS

PSI should be retained to provide observation and testing of construction activities involved in the foundations, earthwork, and related activities of this project. PSI cannot accept any responsibility for any conditions that deviate from those described in this report, nor for the performance of the foundations if not engaged to also provide construction observation and testing for this project.

5.1 MOISTURE SENSITIVE SOILS/WEATHER RELATED

During wet weather periods and/or poor site drainage, an increase in the moisture content of the soil can cause significant reduction in the soil strength and support capabilities. Soils that become wet might be slow to dry and thus significantly retard the progress of grading and compaction activities. It will, therefore, be advantageous to perform earthwork and foundation construction activities during dry weather.

5.2 DRAINAGE CONCERNS

Water should not be allowed to collect in foundation excavations or on prepared subgrade of the construction area either during or after construction. Undercut or excavated areas should be sloped toward one corner to facilitate removal of any collected rainwater, groundwater, or surface runoff. Positive site surface drainage should be provided to reduce infiltration of surface water around the perimeter of the foundation. The grades should be sloped away from the foundation and surface drainage and roof drainage should be collected and discharged such that water is not permitted to infiltrate and/or accumulate within the foundation or any backfill areas.

5.3 EXCAVATIONS

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document was issued to better ensure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that excavations, whether they be utility trenches, basement excavation or footing excavations etc. be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "competent person", as defined in 29 CFR Part 1926.650 to 652 should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case, should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations.

We are providing this information solely as a service to our client. PSI does not assume responsibility for construction site safety or the contractor's or other party's compliance with local, state, and federal safety or other regulations.

6.0 REPORT LIMITATIONS

The recommendations submitted in this report are based on the available subsurface information obtained by PSI and design details furnished by the client for the proposed project. If there are revisions to the plans for this project, or if deviations from the subsurface conditions noted in this report are encountered during construction, PSI should be notified immediately to determine if changes in the foundation recommendations are required. If PSI is not notified of such changes, PSI will not be responsible for the impact of those changes on the project.

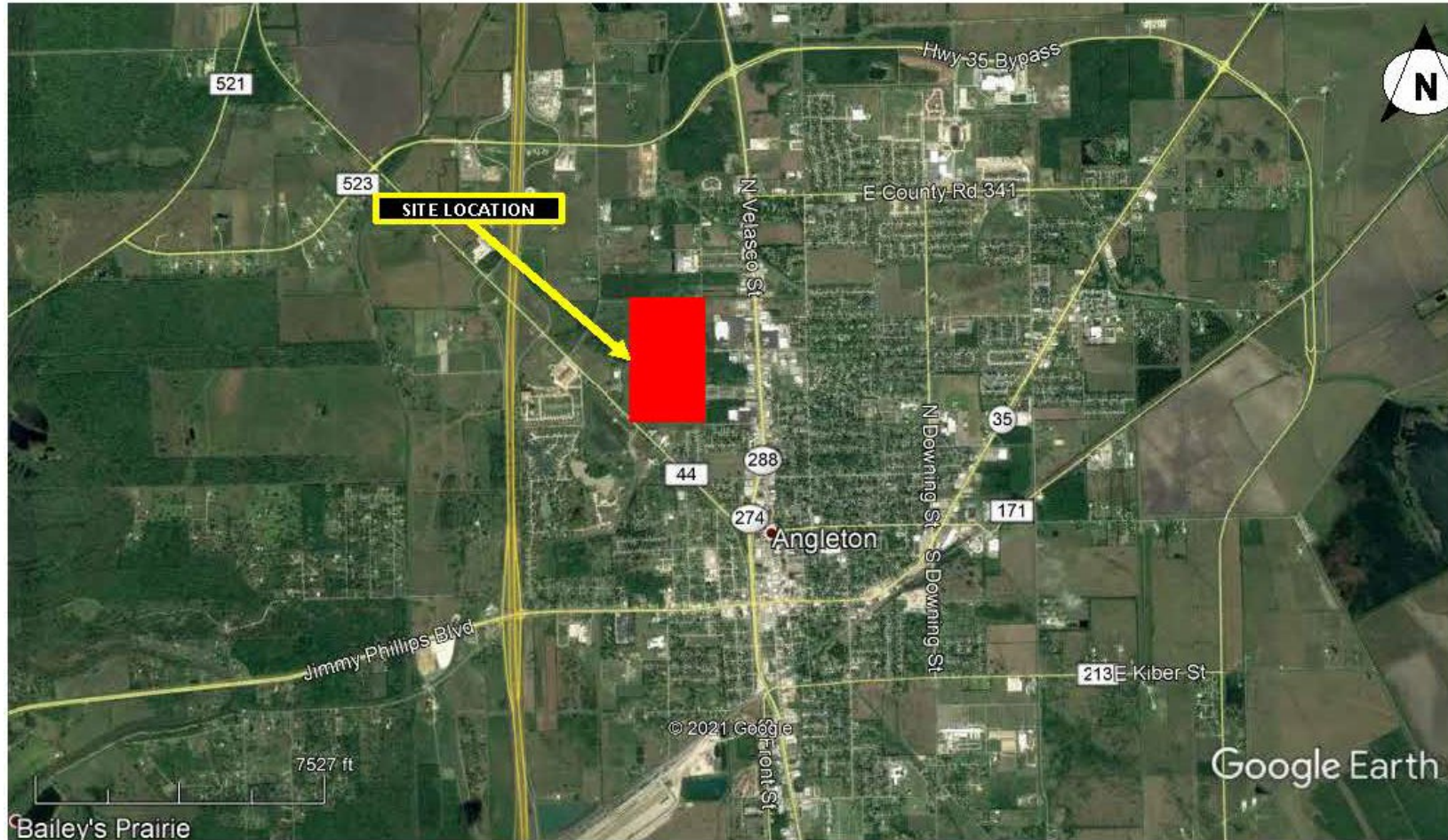
The Geotechnical Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional Geotechnical Engineering practices in the local area. No other warranties are implied or expressed. This report may not be copied without the expressed written permission of PSI.

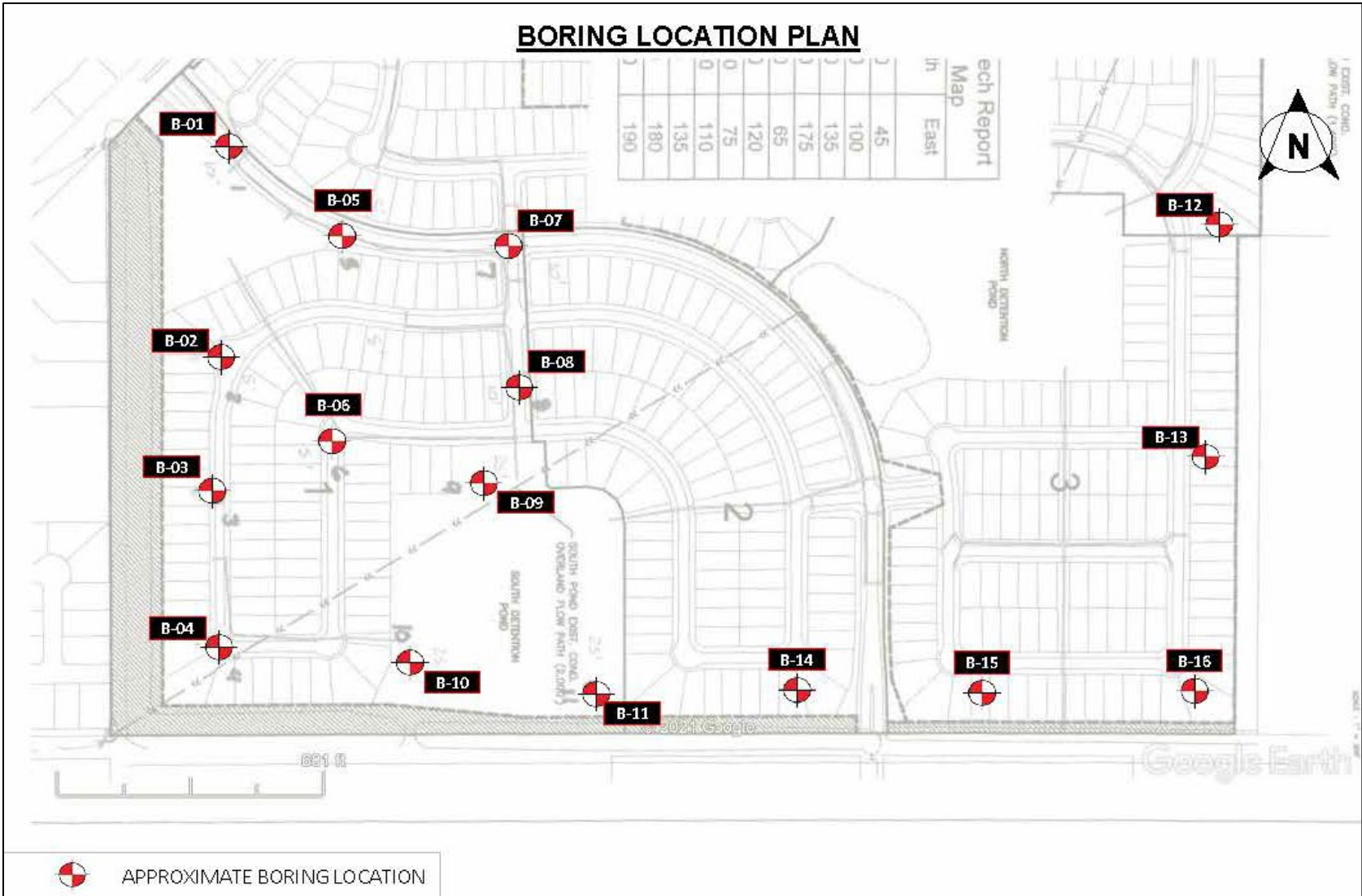
After the plans and specifications are more complete, the Geotechnical Engineer should be retained and provided the opportunity to review the final design plans and specifications to check that the engineering recommendations have been properly incorporated in the design documents. At this time, it may be necessary to submit supplementary recommendations. If PSI is not retained to perform these functions, PSI will not be responsible for the impact of those conditions on the project.

This report has been prepared for the exclusive use of Baker & Lawson, Inc. for specific application to the proposed Tigner Tract to be constructed at Anchor Road (CR 44) in Angleton, Texas.

APPENDIX

SITE LOCATION PLAN





Boring Logs



LOG OF BORING B-01

PROPOSED DEVELOPMENT AT TIGNER TRACT HOUSTON, TEXAS

TYPE OF BORING: AUGER TO 10 FEET

PSI Project No.: 286-2371-1

BORING LOG - HOUSTON - HOUSTON TEMPLATE.GDT - 3/2/21 16:53 - \HOUSTON\FS\PROJECTS\286\REPORTS\2021\REPORTS\286-2371\PROPOSED TIGNER TRACT ANGLETON, TX\5 LOG\286-2371.GPJ

DEPTH, FT.	SOIL TYPE	USCS SYMBOL	SAMPLES	COORDINATE (X) OR EASTING: COORDINATE (Y) OR NORTHING: APPROXIMATE SURFACE ELEVATION: feet LATITUDE: LONGITUDE:	N-BLOWS/FT.	% PASSING No. 200 SIEVE	LIQUID LIMIT			PLASTIC LIMIT	PLASTICITY INDEX	MOISTURE CONTENT (%)	SHEAR STRENGTH (tons/square foot)					DRY UNIT WEIGHT (pcf)
							LL	PL	PI				○ HP	● UC	△ TV	▲ UU		
5	/	CH		FAT CLAY (CH), STIFF, REDDISH BROWN		91	55	16	39	24	19	○	●				99	
				-with sand seams, 2 to 4 feet								○						
				-brown, 4 to 6 feet								○						
10		ML		SILT WITH SAND (ML), MEDIUM DENSE, REDDISH BROWN	10	76				17								
					16					20								
25																		

DEPTH OF BORING: 10 FEET
DATE DRILLED: 2/5/21

INITIAL GROUND WATER: NOT ENCOUNTERED
FINAL GROUND WATER: NOT ENCOUNTERED

NOTES:



LOG OF BORING B-02

PROPOSED DEVELOPMENT AT TIGNER TRACT HOUSTON, TEXAS

TYPE OF BORING: AUGER TO 5 FEET

PSI Project No.: 286-2371-1

BORING LOG - HOUSTON - HOUSTON TEMPLATE.GDT - 3/2/21 16:53 - \HOUSTON\FS\PROJECTS\286\REPORTS\2021\REPORTS\286-2371\PROPOSED TIGNER TRACT ANGLETON, TX\5 LOG\286-2371.GPJ

DEPTH, FT.	SOIL TYPE	USCS SYMBOL	SAMPLES	COORDINATE (X) OR EASTING: COORDINATE (Y) OR NORTHING: APPROXIMATE SURFACE ELEVATION: feet LATITUDE: LONGITUDE:	N-BLOWS/FT.	% PASSING No. 200 SIEVE	LIQUID LIMIT			MOISTURE CONTENT (%)	SHEAR STRENGTH (tons/square foot)						DRY UNIT WEIGHT (pcf)
							LL	PL	PI		HP	UC	TV	UU			
		CH		FAT CLAY (CH), FIRM, DARK BROWN						33							
		CL		LEAN CLAY (CL), FIRM TO STIFF, BROWN		87	48	14	34	18							107
5										17							
10																	
15																	
20																	
25																	

DEPTH OF BORING: 5 FEET
DATE DRILLED: 2/5/21

INITIAL GROUND WATER: NOT ENCOUNTERED
FINAL GROUND WATER: NOT ENCOUNTERED

NOTES:



LOG OF BORING B-03

PROPOSED DEVELOPMENT AT TIGNER TRACT
HOUSTON, TEXAS

TYPE OF BORING: AUGER TO 5 FEET

PSI Project No.: 286-2371-1

BORING LOG - HOUSTON - HOUSTON TEMPLATE.GDT - 3/2/21 16:53 - \HOUSTON\FS\PROJECTS\286\REPORTS\2021\REPORTS\286-2371\PROPOSED TIGNER TRACT ANGLETON, TX\5 LOG\286-2371.GPJ

DEPTH, FT.	SOIL TYPE	USCS SYMBOL	SAMPLES	COORDINATE (X) OR EASTING: COORDINATE (Y) OR NORTHING: APPROXIMATE SURFACE ELEVATION: feet LATITUDE: LONGITUDE:	N-BLOWS/FT.	% PASSING No. 200 SIEVE	LIQUID LIMIT LL	PLASTIC LIMIT PL	PLASTICITY INDEX PI	MOISTURE CONTENT (%)	SHEAR STRENGTH (tons/square foot)					DRY UNIT WEIGHT (pcf)
											○ HP	● UC	△ TV	▲ UU	○	
		CH		FAT CLAY (CH), FIRM, BROWN						22						
		CH		SANDY FAT CLAY (CH), STIFF, BROWN		69	54	16	38	20						105
				-with calcareous nodules, 4 to 5 feet						16						
5																
10																
15																
20																
25																

DEPTH OF BORING: 5 FEET
DATE DRILLED: 2/5/21

INITIAL GROUND WATER: NOT ENCOUNTERED
FINAL GROUND WATER: NOT ENCOUNTERED

NOTES:



LOG OF BORING B-04

PROPOSED DEVELOPMENT AT TIGNER TRACT
HOUSTON, TEXAS

TYPE OF BORING: AUGER TO 15 FEET

PSI Project No.: 286-2371-1

BORING LOG - HOUSTON - HOUSTON TEMPLATE.GDT - 3/2/21 16:53 - \HOUSTON\FS\PROJECTS\286\REPORTS\2021\REPORTS\286-2371\PROPOSED TIGNER TRACT ANGLETON, TX\5 LOG\286-2371.GPJ

DEPTH, FT.	SOIL TYPE	USCS SYMBOL	SAMPLES	COORDINATE (X) OR EASTING: COORDINATE (Y) OR NORTHING: APPROXIMATE SURFACE ELEVATION: feet LATITUDE: LONGITUDE:	N-BLOWS/FT.	% PASSING No. 200 SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	MOISTURE CONTENT (%)	SHEAR STRENGTH (tons/square foot)					DRY UNIT WEIGHT (pcf)	
											LL	PL	PI	○ HP	● UC		△ TV	▲ UU
0 - 5		CH		FAT CLAY (CH), SOFT TO VERY STIFF, REDDISH BROWN -calcareous nodules, 2 to 6 feet		86	59	17	42	20							112
5 - 10		ML		SILT (ML), FIRM TO VERY STIFF, REDDISH BROWN	6		NP	NP	NP	23							
10 - 15					13	86				26							
15 - 25					18					23							

DEPTH OF BORING: 15 FEET
DATE DRILLED: 2/5/21

INITIAL GROUND WATER: NOT ENCOUNTERED
FINAL GROUND WATER: NOT ENCOUNTERED

NOTES:



LOG OF BORING B-05

PROPOSED DEVELOPMENT AT TIGNER TRACT
HOUSTON, TEXAS

TYPE OF BORING: AUGER TO 5 FEET

PSI Project No.: 286-2371-1

BORING LOG - HOUSTON - HOUSTON TEMPLATE.GDT - 3/2/21 16:53 - \HOUSTON\FS\PROJECTS\286\REPORTS\2021\REPORTS\286-2371\PROPOSED TIGNER TRACT ANGLETON, TX\5 LOG\286-2371.GPJ

DEPTH, FT.	SOIL TYPE	USCS SYMBOL	SAMPLES	COORDINATE (X) OR EASTING: COORDINATE (Y) OR NORTHING: APPROXIMATE SURFACE ELEVATION: feet LATITUDE: LONGITUDE:	N-BLOWS/FT.	% PASSING No. 200 SIEVE	LIQUID LIMIT			PLASTIC LIMIT	PLASTICITY INDEX	MOISTURE CONTENT (%)	SHEAR STRENGTH (tons/square foot)						DRY UNIT WEIGHT (pcf)		
							LL	PL	PI				○ HP	● UC	△ TV	▲ UU					
5		CH		FAT CLAY (CH), FIRM, DARK BROWN		88	55	16	39	20											
				-brown, 4 to 5 feet																	
10																					
15																					
20																					
25																					

DEPTH OF BORING: 5 FEET
DATE DRILLED: 2/5/21

INITIAL GROUND WATER: NOT ENCOUNTERED
FINAL GROUND WATER: NOT ENCOUNTERED

NOTES:



<p style="text-align: center;">LOG OF BORING B-07 PROPOSED DEVELOPMENT AT TIGNER TRACT HOUSTON, TEXAS</p>																	
TYPE OF BORING: AUGER TO 10 FEET						PSI Project No.: 286-2371-1											
DEPTH, FT.	SOIL TYPE	USCS SYMBOL	SAMPLES	COORDINATE (X) OR EASTING: COORDINATE (Y) OR NORTHING: APPROXIMATE SURFACE ELEVATION: feet LATITUDE: LONGITUDE:	N-BLOWS/FT.	% PASSING No. 200 SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	MOISTURE CONTENT (%)	SHEAR STRENGTH (tons/square foot)					DRY UNIT WEIGHT (pcf)	
											LL	PL	PI	○ HP	● UC		△ TV	▲ UU
		CL		LEAN CLAY (CL), FIRM, BROWN						20							
		CH		FAT CLAY (CH), STIFF TO VERY STIFF, BROWN -with calcareous nodules, 4 to 6 feet		86	50	15	35	19							111
5		ML		SILT WITH SAND (ML), FIRM, GRAY	7	77	NP	NP	NP	19							
		SM		SILTY SAND (SM), MEDIUM DENSE, REDDISH BROWN	10					20							
10																	
15																	
20																	
25																	
DEPTH OF BORING: 10 FEET					INITIAL GROUND WATER: NOT ENCOUNTERED												
DATE DRILLED: 2/3/21					FINAL GROUND WATER: NOT ENCOUNTERED												
NOTES:																	

BORING LOG - HOUSTON - HOUSTON TEMPLATE.GDT - 3/2/21 16:53 - HOUSTON - PROJECTS\286-2371-1\REPORTS\286-2371-1\PROPOSED DEVELOPMENT AT TIGNER TRACT - ANGLETON, TX.XLS LOG\386-2371-1.GPJ



LOG OF BORING B-09

PROPOSED DEVELOPMENT AT TIGNER TRACT HOUSTON, TEXAS

TYPE OF BORING: AUGER TO 25 FEET

PSI Project No.: 286-2371-1

BORING LOG - HOUSTON - HOUSTON TEMPLATE.GDT - 3/2/21 16:53 - \HOUSTON\FS\PROJECTS\286\REPORTS\2021\REPORTS\286-2371\PROPOSED TIGNER TRACT ANGLETON, TX\5 LOG\286-2371.GPJ

DEPTH, FT.	SOIL TYPE	USCS SYMBOL	SAMPLES	COORDINATE (X) OR EASTING: COORDINATE (Y) OR NORTHING: APPROXIMATE SURFACE ELEVATION: feet LATITUDE: LONGITUDE:	N-BLOWS/FT.	% PASSING No. 200 SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	MOISTURE CONTENT (%)	SHEAR STRENGTH (tons/square foot)					DRY UNIT WEIGHT (pcf)	
											○ HP	● UC	△ TV	▲ UU	0.0		0.5	1.0	1.5	2.0	2.5
SOIL DESCRIPTION				LL	PL	PI											
		CH		FAT CLAY (CH), STIFF, DARK BROWN			64	18	46	20							
				-brown, 4 to 6 feet													
				-reddish brown, 6 to 8 feet													
5																	
		CH		SANDY FAT CLAY (CH), SOFT, REDDISH BROWN	4	98	55	17	38	18							107
10		SM		SILTY SAND (SM), MEDIUM DENSE, REDDISH BROWN													
					20					24							
15																	
					23	23	NP	NP	NP	22							
20																	
					65					22							
25																	

DEPTH OF BORING: 25 FEET
DATE DRILLED: 2/3/21

INITIAL GROUND WATER: NOT ENCOUNTERED
FINAL GROUND WATER: NOT ENCOUNTERED

NOTES:



LOG OF BORING B-10

PROPOSED DEVELOPMENT AT TIGNER TRACT HOUSTON, TEXAS

TYPE OF BORING: AUGER TO 25 FEET

PSI Project No.: 286-2371-1

BORING LOG - HOUSTON - HOUSTON TEMPLATE.GDT - 3/2/21 16:53 - \HOUSTON\FS\PROJECTS\286\REPORTS\2021\REPORTS\286-2371\PROPOSED TIGNER TRACT ANGLETON, TX\5 LOG\286-2371.GPJ

DEPTH, FT.	SOIL TYPE	USCS SYMBOL	SAMPLES	COORDINATE (X) OR EASTING: COORDINATE (Y) OR NORTHING: APPROXIMATE SURFACE ELEVATION: feet LATITUDE: LONGITUDE:	N-BLOWS/FT.	% PASSING No. 200 SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	MOISTURE CONTENT (%)	SHEAR STRENGTH (tons/square foot)					DRY UNIT WEIGHT (pcf)		
											○ HP	● UC	△ TV	▲ UU	0.0		0.5	1.0	1.5	2.0	2.5
				SOIL DESCRIPTION			LL	PL	PI									
		CH		FAT CLAY (CH), STIFF, DARK BROWN -with organics, 0 to 2 feet -brown, 2 to 4 feet						50								
5		CL		LEAN CLAY WITH SAND (CL), FIRM, REDDISH BROWN		83	30	17	13	16								110
		ML		SILT WITH SAND (ML), FIRM, REDDISH BROWN	8					21								
					6	77	NP	NP	NP	25								
10		SM		SILTY SAND (SM), MEDIUM DENSE TO DENSE, REDDISH BROWN -with gravel, 13 to 15 feet	10					23								
15																		
				-gray, 18 to 25 feet	16	18				22								
20																		
25					32		NP	NP	NP	19								

DEPTH OF BORING: 25 FEET
DATE DRILLED: 2/3/21

INITIAL GROUND WATER: NOT ENCOUNTERED
FINAL GROUND WATER: NOT ENCOUNTERED

NOTES:



LOG OF BORING B-11

PROPOSED DEVELOPMENT AT TIGNER TRACT HOUSTON, TEXAS

TYPE OF BORING: AUGER TO 25 FEET

PSI Project No.: 286-2371-1

BORING LOG - HOUSTON - HOUSTON TEMPLATE.GDT - 3/2/21 16:53 - HOUSTON\FS\PROJECTS\286\REPORTS\2021\REPORTS\286-2371\PROPOSED TIGNER TRACT ANGLETON, TX\LOG\286-2371.GPJ

DEPTH, FT.	SOIL TYPE	USCS SYMBOL	SAMPLES	COORDINATE (X) OR EASTING: COORDINATE (Y) OR NORTHING: APPROXIMATE SURFACE ELEVATION: feet LATITUDE: LONGITUDE:	N-BLOWS/FT.	% PASSING No. 200 SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	MOISTURE CONTENT (%)	SHEAR STRENGTH (tons/square foot)					DRY UNIT WEIGHT (pcf)	
											○ HP	● UC	△ TV	▲ UU	0.0		0.5	1.0	1.5	2.0	2.5
				SOIL DESCRIPTION			LL	PL	PI								
0 - 4		CH		FAT CLAY (CH), STIFF, DARK BROWN -reddish brown, 2 to 4 feet						20							
4 - 8		CL-ML		SILTY CLAY (CL-ML), VERY STIFF, REDDISH BROWN -gray, 6 to 8 feet	18	90	26	19	7	20							
8 - 15		CL		LEAN CLAY (CL), STIFF, REDDISH BROWN						21							
15 - 20		SM		SILTY SAND (SM), MEDIUM DENSE, BROWN	14					31							92
20 - 25					14	14				20							

DEPTH OF BORING: 25 FEET
DATE DRILLED: 2/3/21

INITIAL GROUND WATER: NOT ENCOUNTERED
FINAL GROUND WATER: NOT ENCOUNTERED

NOTES:



LOG OF BORING B-12

PROPOSED DEVELOPMENT AT TIGNER TRACT HOUSTON, TEXAS

TYPE OF BORING: AUGER TO 10 FEET

PSI Project No.: 286-2371-1

BORING LOG - HOUSTON - HOUSTON TEMPLATE.GDT - 3/2/21 16:53 - \HOUSTON\FS\PROJECTS\286\REPORTS\2021\REPORTS\286-2371\PROPOSED TIGNER TRACT ANGLETON, TX\5 LOG\286-2371.GPJ

DEPTH, FT.	SOIL TYPE	USCS SYMBOL	SAMPLES	COORDINATE (X) OR EASTING: COORDINATE (Y) OR NORTHING: APPROXIMATE SURFACE ELEVATION: feet LATITUDE: LONGITUDE:	N-BLOWS/FT.	% PASSING No. 200 SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	MOISTURE CONTENT (%)	SHEAR STRENGTH (tons/square foot)					DRY UNIT WEIGHT (pcf)	
											LL	PL	PI	○ HP	● UC		△ TV	▲ UU
		CH		FAT CLAY (CH), STIFF TO VERY STIFF, DARK BROWN						19							
		CL		LEAN CLAY (CL), STIFF, DARK BROWN, with calcareous nodules		95	56	19	37	21							108
5		ML		SILT (ML), FIRM TO STIFF, REDDISH BROWN						13							
		ML		SILT (ML), FIRM TO STIFF, REDDISH BROWN	6	91	NP	NP	NP	21							
10					9					21							
15																	
20																	
25																	

DEPTH OF BORING: 10 FEET
DATE DRILLED: 2/5/21

INITIAL GROUND WATER: NOT ENCOUNTERED
FINAL GROUND WATER: NOT ENCOUNTERED

NOTES:



LOG OF BORING B-16

PROPOSED DEVELOPMENT AT TIGNER TRACT HOUSTON, TEXAS

TYPE OF BORING: AUGER TO 20 FEET

PSI Project No.: 286-2371-1

BORING LOG - HOUSTON - HOUSTON TEMPLATE.GDT - 3/2/21 16:53 - \HOUSTON\FS\PROJECTS\286\REPORTS\2021\REPORTS\286-2371\PROPOSED TIGNER TRACT ANGLETON, TX\LOG\286-2371.GPJ

DEPTH, FT.	SOIL TYPE	USCS SYMBOL	SAMPLES	COORDINATE (X) OR EASTING: COORDINATE (Y) OR NORTHING: APPROXIMATE SURFACE ELEVATION: feet LATITUDE: LONGITUDE:	N-BLOWS/FT.	% PASSING No. 200 SIEVE	LIQUID LIMIT			MOISTURE CONTENT (%)	SHEAR STRENGTH (tons/square foot)					DRY UNIT WEIGHT (pcf)
							LL	PL	PI		○ HP	● UC	△ TV	▲ UU		
		CH		FAT CLAY (CH), FIRM TO VERY STIFF, DARK BROWN						16						
				-brown, 2 to 4 feet		90	54	15	39	22						
				-reddish brown, 4 to 6 feet						19						
		CL		LEAN CLAY WITH SAND (CL), REDDISH BROWN				47	14	33	21					
		ML		SILT WITH SAND (ML), FIRM, REDDISH BROWN	4					24						
						8	75	NP	NP	NP	22					
		SM		SILTY SAND (SM), MEDIUM DENSE, BROWN	15					23						
20																
25																

DEPTH OF BORING: 20 FEET
DATE DRILLED: 2/5/21

INITIAL GROUND WATER: NOT ENCOUNTERED
FINAL GROUND WATER: NOT ENCOUNTERED

NOTES:



KEY TO TERMS AND SYMBOLS USED ON LOGS

SOIL TYPE

GRAVEL SAND SILT LEAN CLAY FAT CLAY PEAT

SAMPLER TYPE

NO SAMPLE AUGER SAMPLE SHELBY TUBE SPLIT SPOON

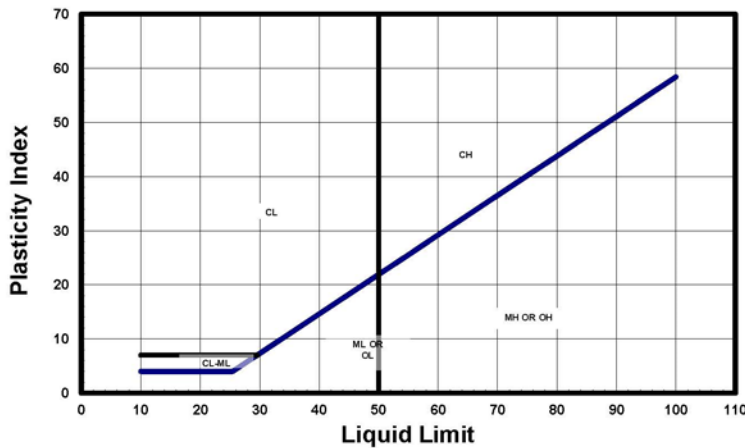
MODIFIERS

STONE GRAVELY SANDY SILTY CLAYEY MISC.

(SEE TEXT ON LOG)

NO RECOVERY ROCK CORE 2" SHELBY TUBE TXDOT CONE

UNIFIED SOIL CLASSIFICATION SYSTEM - ASTM D 2487



CONSISTENCY OF COHESIVE SOILS

CONSISTENCY	SHEAR STRENGTH IN TONS/FT ²
VERY SOFT	0 TO 0.125
SOFT	0.125 TO 0.25
FIRM	0.25 TO 0.5
STIFF	0.5 TO 1.0
VERY STIFF	1.0 TO 2.0
HARD	> 2.0 OR 2.0+

RELATIVE DENSITY - GRANULAR SOILS

CONSISTENCY	N-VALUE (BLOWS/FOOT)
VERY LOOSE	0 TO 4
LOOSE	5 TO 9
MEDIUM DENSE	10 TO 29
DENSE	30 TO 50
VERY DENSE	> 50 OR 50+

DEGREE OF PLASTICITY OF COHESIVE SOILS

DEGREE OF PLASTICITY	PLASTICITY INDEX	SWELL POTENTIAL
NONE OR SLIGHT	0 TO 4	NONE
LOW	4 TO 20	LOW
MEDIUM	20 TO 30	MEDIUM
HIGH	30 TO 40	HIGH
VERY HIGH	> 40	VERY HIGH

MOISTURE CONDITION COHESIVE SOILS

DESCRIPTION	CONDITION
Absence of moisture, dusty, dry to touch	DRY
Damp but no visible water	MOIST
Visible free water	WET

CONSISTENCY OF COHESIVE SOILS AFTER TERZAGHI (1948)

CONSISTENCY	N-VALUE (BLOWS/FOOT)
VERY SOFT	< 2
SOFT	2 TO 4
FIRM	4 TO 8
STIFF	8 TO 15
VERY STIFF	15 TO 30
HARD	> 30

ABBREVIATIONS

- HP - HAND PENETROMETER
- TV - TORVANE
- MV - MINIATURE VANE
- UC - UNCONFINED COMPRESSION TEST
- UU - UNCONSOLIDATED UNDRAINED TRIAXIAL
- CU - CONSOLIDATED UNDRAINED

NOTE: PLOT INDICATES SHEAR STRENGTH AS OBTAINED BY ABOVE TESTS

- FINAL GROUND WATER LEVEL
- INITIAL GROUND WATER LEVEL

CLASSIFICATION OF GRANULAR SOILS

U.S. STANDARD SIEVE SIZE(S)								
6"	3"	3/4"	4	10	40	200		
BOULDERS	COBBLES	GRAVEL		SAND			SILT OR CLAY	CLAY
		COARSE	FINE	COARSE	MEDIUM	FINE		
152	76.2	19.1	4.76	2.0	0.42	0.074	0.002	
GRAIN SIZE IN MM								

APPLICATION FOR PLAT REVIEW/APPROVAL

Date: 2/7/2025

TYPE OF PLAT APPLICATION

ADMINISTRATIVE	PRELIMINARY	FINAL
MINOR <input type="checkbox"/>	RESIDENTIAL <input checked="" type="checkbox"/>	RESIDENTIAL <input type="checkbox"/>
AMENDING/REPLAT <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>	COMMERCIAL <input type="checkbox"/>

Address of property: Northeast Side of County Road 44 and 1,000 Southeast of CR 340 (Carr Road)

Name of Applicant: Douglas B. Roesler, P.E. Phone: _____

Name of Company: Baker & Lawson, Inc. Phone: _____

E-mail: drosler@bakerlawson.com

Name of Owner of Property: Tejas-Angleton Development LLC

Address: _____

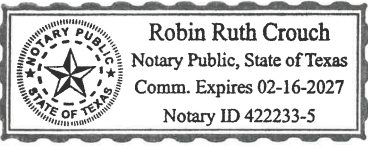
Phone: _____ E-mail: _____

I HEREBY REQUEST approval of the preliminary and final plat of the subject property according to the plans which are submitted as a part of this application. I HEREBY AUTHORIZE the staff of the City of Angleton to inspect the premises of the subject property. I HEREBY SWEAR AND AFFIRM that all statements contained herein and attached hereto are true and correct to the best of my knowledge and belief.

Signature of Owner or Agent for Owner (Applicant) *[Signature]* 02-05-2025

NOTARIAL STATEMENT FOR APPLICANT:

Sworn to and subscribed before me this 6th day of February, 2025.

(SEAL) 

[Signature]
 Notary Public for the State of Texas
 Commission Expires: 2-6-25

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

AFFIDAVIT OF AUTHORIZATION BY PROPERTY OWNER

I swear that I am the owner of (indicate address and/or legal description) 119.6 Acres out of the J De J Valderas Tract 73, 74, 75, 75A, 76, 76B, 77, 81, 82, 83, 84A A-380

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

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

NAME OF APPLICANT: Baker & Lawson, Inc.

ADDRESS:

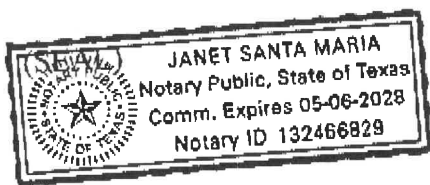
APPLICANT PHONE # E-MAIL:

PRINTED NAME OF OWNER:

SIGNATURE OF OWNER: Wayne C. Rea, II DATE: 2/6/2025

NOTARIAL STATEMENT FOR PROPERTY OWNER:

Sworn to and subscribed before me this 6th day of February, 2025.



Notary Public for the State of Texas Commission Expires: 05-06-2028

PROJECT SUMMARY FORM

Address of property CR 44 Anchor Road

The subject property fronts _____ feet on the _____ side of _____

Depth: _____ Area: _____ Acres: _____ square feet

INDICATE THE PURPOSE OF THE REQUESTED PLAT APPROVAL (BE SPECIFIC):

Development of Austin Colony Subdivision Section 1B

Is this platting a requirement for obtaining a building permit? _____ YES _____ NO

INDICATE ADDITIONAL INFORMATION THAT WILL ASSIST WITH THE REVIEW OF THIS APPLICATION.

Name: Douglas B. Roesler

Date: 02/05/25

SUBMITTAL REQUIREMENTS

Land Development Code, Chapter 23 §117 – Preliminary Plats

https://library.municode.com/tx/angleton/codes/code_of_ordinances?nodeId=PTIICOOR_CH23LADECO_APXAPLLASULI_SUBAPPEN_DIX_A-1PLCE_S23-117PRPL

SUBMITTAL REQUIREMENTS. THE FOLLOWING INFORMATION SHALL BE FILED:

1. A completed application form and application fee;
2. One full size, 24-inch × 36-inch, paper copy of the plat (prepared consistent with §117.B) and a .pdf file of the same and one paper copy and electronic copy of all items submitted in support of the plat;
3. A preliminary utility plan showing all existing and proposed utilities;
4. A TIA, if the development meets the threshold requirements set out in section 23-24, Traffic impact analysis (TIA). If a TIA is required, the applicant shall meet with the city engineer and a TXDOT representative (if applicable) in advance of the submittal to define the TIA parameters. An incomplete or deficient TIA shall constitute grounds to find a plat to be incomplete, or to deny the plat;
5. Utility and drainage reports with adequate information to determine conformity with the utility and drainage requirements of this LDC. Physical features, including the location and size of watercourses, 100-year floodplains per FIRM maps, proposed CLOMR boundaries, regulated wetlands and areas where water drains into and out of the subdivision;
6. A drainage report, as set out in section 23-15, Drainage and utilities;
7. A soil suitability report (geotechnical report), as set out in section 23-25, Drainage and utilities, subsection G., Soil suitability report;
8. A current tax certificate(s);
9. Construction plans may be submitted at the option of the applicant;
10. A certification of approval of the plat by planning and zoning commission and city council, as shown in section 23-118, Final plats, subsection C;
11. A statement if parkland will be dedicated or fees-in-lieu of parkland dedication will be paid;
12. Heritage tree survey and a tree preservation plan;
13. All other information necessary to demonstrate compliance with all requirements of the LDC and all other development codes of the city; and
14. Construction plans for any required public improvements may be submitted with the plat or after the approval of the plat but shall be filed and approved prior to the filing of a final plat.

PLAT FEES:

ADMINISTRATIVE PLAT

\$250.00 Plus Review Expense

REGULAR PLAT SUBMITTAL:

***RESIDENTIAL** (Preliminary and Final Plat Fees are separate and calculated as detailed herein)

200 Lots or less	\$800.00 plus \$6.00 per lot
More than 200 Lots	\$4.00 per additional lot over 200
Plan Review Fee by City Engineer	\$1,000.00

deposit (If cost of review exceeds deposit amount,
balance of cost will be billed at a later time).

***COMMERCIAL** (Preliminary and Final Plat Fees are separate and calculated as detailed herein)

Less than two acres	\$1,000.00
More than Two Acres	\$1,000.00 plus 25.00/additional acre
Plan Review Fee by City Engineer	\$1,000.00

deposit (If cost of review exceeds deposit amount,
balance of cost will be billed at a later time)

OFFICE USE ONLY:

Date received: _____ By: _____

Type of Plat: _____

Description of individual charges:

Total Fee Received: _____ By: _____

Proof of taxes received: _____ Yes If no, explain: _____

PRELIMINARY PLAT MEETINGS:

Pre-submission conference/meeting date: _____

Received Preliminary Plat on: _____ by _____

Preliminary plat staff meeting date: _____

Planning & Zoning meeting date: _____

City Council meeting date: _____

FINAL PLAT MEETINGS:

Received final plat on _____ by _____

Reviewed by Staff on _____ by _____

Planning & Zoning meeting date: _____

City Council meeting date: _____

Filed with County Clerk on: _____

File-stamped copy to owner/developer on: _____

“Section 3” of the development in Improvement Area B of the PID, consisting of 30 single family lots, as depicted on the Land Plan.

“Section 4” of the development in Improvement Area B of the PID, consisting of 61 single family lots, as depicted on the Land Plan.

“Section 5” of the development in Improvement Area B of the PID, consisting of 59 single family lots, as depicted on the Land Plan.

“Section “6” of the development in Improvement Area C of the PID, consisting of approximately 40 single-family lots, as depicted on the Land Plan.

“Section 7” of the development in Improvement Area C of the PID, consisting of approximately 50 single-family lots, as depicted on the Land Plan.

“Section 8” of the development in Improvement Area C of the PID, consisting of approximately 43 single-family lots or of commercial development, as depicted on the Land Plan.

“Section 9” of the development in Improvement Area C of the PID, consisting of approximately 83 single-family lots as depicted on the Land Plan attached as **Exhibit B** or of commercial development, as depicted on the Land Plan attached as **Exhibit B-1**.

The Sections and 561-lot-summary table is below.

SECTIONS AND LOTS SUMMARY				
SECTION	LOT WIDTH 50 FEET	LOT WIDTH 55 FEET	LOT WIDTH 60 FEET	SECTION LOT TOTAL
1A	28		22	50
1B	50			50
2A	22	27	4	53
2B		42		42
3		30		30
4		61		61
5		35	24	59
6			40	40
7			50	50
8			43	43
9		19	64	83
LOT SIZE TOTAL	100	214	247	561
SIZE %	17.82%	38.15%	44.03%	100%

RECOMMENDATION:

The City Council should hold a discussion and consider possible action on approving the Austin Colony Subdivision Amended and Restated Development and Public Improvement District (PID) Agreement between Tejas-Angleton Development, LLC. and the City of Angleton, Texas, subject to the final review and approval of the City Attorney.

AUSTIN COLONY
AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BETWEEN
TEJAS-ANGLETON DEVELOPMENT, L.L.C.
AND
THE CITY OF ANGLETON, TEXAS
Dated: March 11, 2025

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AMENDED AND RESTATED
DEVELOPMENT AGREEMENT BETWEEN
CITY OF ANGLETON, TEXAS AND TEJAS-ANGLETON DEVELOPMENT, L.L.C.

This Development Agreement (this “Agreement”) is made and entered into by the City of Angleton, Texas (the “City”), a home-rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council of the City of Angleton, Texas, and Tejas-Angleton Development, L.L.C., a Texas limited liability company (“Developer”).

RECITALS

RECITALS

WHEREAS, Developer is the owner of approximately 164.5 acres of land located within the corporate limits of the City, and more particularly described on Exhibit “A: (the “Property”) to Ordinance 20230110-009 attached and incorporated herein as Exhibit “AA”; and

WHEREAS, the City Council approved the Development Agreement, dated June 14, 2022 concerning the development of 164.5 acres located in the City on the north side of Anchor Road (CR 44) approximately 2,000 feet northwest of W. Wilkins Street; and

WHEREAS, Developer plans a mixed-use development with single-family homes and a commercial/retail development to be known as Austin Colony (the “Project”) as depicted on the Land Plan of Austin Colony attached hereto as Exhibit “B” to Ordinance 20230110-009 (Exhibit “AA”) and incorporated herein by reference (the “Land Plan”); and

WHEREAS, the said Property presently has a zoning classification of Planned Development (PD) District No. 3 pursuant to Ordinance Number 20210810-008 and Ordinance 20220222-016 portions of which were revised and repealed by the City Council adoption of Ordinance 20230110-009 on January 24, 2023; and

WHEREAS, the City and Developer desire to modify and amend the Development Agreement as set forth in this First Amendment to include provisions that include revisions to the Land Plan authorized and adopted pursuant to Ordinance No. 20230110-009 more particularly described on Exhibit “AA” attached to this First Amendment.

WHEREAS, upon the satisfaction of the conditions and in accordance with the terms set forth in this agreement, the City intends to levy Assessments on all benefitted Property located within the PID and issue PID Bonds up to a maximum aggregate principal amount of \$31,250,000 for payment or reimbursement of the Public Improvements included in the SAP; and

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 hereby agree as follows:

Definitions

The terms “*Agreement*”, “*City*”, “*Developer*”, “*Austin Colony*”, “*Project*”, “*Land Plan*” shall have the meanings provided in the recitals above, however “*Property*” is further defined as 164.5 acres of land described in **Exhibit “A”**. Except as may be otherwise defined, or the context clearly requires otherwise, the following terms and phrases used in this Agreement shall the meanings as follows:

“*Affiliates*” means any other person directly controlling, directly controlled by, or under direct common control with the Developer. As used in this definition, the term “control,” “controlling,” or “controlled by” shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

“*Appraisal*” means an appraisal of the property to be assessed in the PID by a licensed Member Appraisal Institute (MAI) Appraiser, such Appraisal to include as-complete improvements, including the Public Improvements to be financed in part with PID Bonds (i.e., “as-complete”) and the construction and installation of the Private Improvements, necessary to get a Final Lot Value.

“*Assessed Property*” means any lot or parcel within the PID against which an Assessment is levied.

“*Assessment Ordinance*” means one or more of the City’s ordinances approving a Service and Assessment Plan and levying Assessments on the benefitted Property within each Section of the PID.

“*Assessments*” means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PID for the purpose of paying the costs of the Public Improvements, which Assessments shall be structured to be amortized over 30 years, including interest, all as set forth in or modified by the Service and Assessment Plan.

“*Assessment Revenues*” means the revenues received by the City from the Assessments levied within each Section of the PID.

“*Business Day*” means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City, or any national holiday observed by the City.

“*City*” means the City of Angleton, Texas.

“*City Regulations*” mean provisions of the City’s Code of Ordinances, ordinances not codified, design standards, uniform and international building and construction codes, and other

policies duly adopted by the City, which shall be applied to the Development, including zoning and the Development Ordinances.

“City Representative” means the City Manager or their designee.

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

“Effective Date” means .

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

“Construction Agreements” mean the contracts for the construction of the Public Improvements.

“Cost Overruns” means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP(s) plus the Developer Cash Contribution.

“Cost Underruns” means Public Improvement Project Costs that are less than the budgeted cost set forth in the Service and Assessment Plans.

“Development Ordinances” means those regulations, policies, procedures and ordinances adopted by the City that are applicable to the Property, including Chapter 23 *Land Development Code* (“LDC”), and Chapter 28 *Zoning*, Code of Ordinances of the City of Angleton, Texas, and including any future amendments or changes.

“Developer” means Tejas-Angleton Development L.L.C., a Texas limited liability company, and its successors and permitted assigns.

“Developer Cash Contribution” means that portion of the Public Improvement Project Costs that the Developer is contributing to initially fund the Public Improvements for each series of PID Bonds, as set forth in the Service and Assessment Plan.

“Development” means that single-family residential development consisting of approximately 164.5 acres to be developed and constructed on the Property pursuant to the Development Ordinances, Development Standards and City Regulations.

“Development Standards” means those standards of the City set forth in Development Ordinances.

“Final Lot Value” means the developed lot values established by an Appraisal.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s

ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) pandemics (only to the extent residential construction is halted or prohibited by order of a Governmental Authority), wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; and (f) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (g) economic hardship; (h) changes in market condition; (i) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (j) weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (k) the occurrence of any manpower, material or equipment shortages except as such shortages are related to a shutdown or other order by a Governmental Authority; or (l) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the Project Improvement and Public Improvements.

"Improvement Area A" consists of Sections 1A, 1B, 2A, 2B.

"Improvement Area B" consists of Sections 3, 4, 5.

"Improvement Area C" consists of Sections 6, 7, 8 and 9, if Section 9 is developed into single-family residential lots.

"Land Plan" are the concept plans attached as Exhibit B and B-1 to this Agreement. Exhibit B shall be the Land Plan if Section 9 is developed as a single-family residential section. Exhibit B-1 shall be the Land Plan if Section 9 is developed as a commercial section.

"Net Bond Proceeds" means the proceeds of the PID Bonds issued pursuant to Section 1.02, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund for such PID Bonds.

"Parties" or "Party" means the City and the Developer as parties to this Agreement.

"Payment Certificate" means a Payment Certificate as set forth in Section 9.03, the form of which is attached as Exhibit G.

"Section" means a Section of development of the Property. The Development will consist of eight (8) Sections.

“Phasing Plan” means that plan for the development of the Property in Sections as set forth in the Land Plan set forth in Exhibit B.

“Section 1A” means the Section of development in Improvement Area A of the PID that consists of 50 single family lots, as depicted on the Land Plan.

“Section 1B” means the Section of development in Improvement Area A of the PID that consists of 50 single family lots, as depicted on the Land Plan.

“Section 2A” means the Section of development in Improvement Area A of the PID, consisting of 53 single family lots, as depicted on the Land Plan.

“Section 2B” means the Section of development in Improvement Area A of the PID, consisting of 42 single family lots, as depicted on the Land Plan.

“Section 3” means the Section of development in Improvement Area B of the PID, consisting of 30 single family lots, as depicted on the Land Plan.

“Section 4” means the Section of development in Improvement Area B of the PID, consisting of 61 single family lots, as depicted on the Land Plan.

“Section 5” means the Section of development in Improvement Area B of the PID, consisting of 59 single family lots, as depicted on the Land Plan.

“Section “6” means the Section of development in Improvement Area C of the PID, consisting of approximately 40 single family lots, as depicted on the Land Plan.

“Section 7” means the Section of development in in Improvement Area C of the PID, consisting of approximately 50 single family lots, as depicted on the Land Plan.

“Section 8” means the Section of development in Improvement Area C of the PID, consisting of approximately 43 single family lots or of commercial development, as depicted on the Land Plan.

“Section 9” means the Section of development in Improvement Area C of the PID, consisting of approximately 83 single family lots as depicted on the Land Plan attached as Exhibit B or of commercial development, as depicted on the Land Plan attached as Exhibit B-1.

“Section 1A and 1B Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Sections 1A and 1B, of the Property, or (ii) levies an assessment on Sections 1A and 1B of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2026 which date may be extended by written agreement of the Developer and the City.

“Section 2A and 2B Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Sections

2A and 2B of the Property, or (ii) levies an assessment on Sections 2A and 2B of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2027 which date may be extended by written agreement of the Developer and the City.

“Section 3 and 4 Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Sections 3 and 4 of the Property, or (ii) levies an assessment on Sections 3 and 4 of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2028 which date may be extended by written agreement of the Developer and the City.

“Section 5 and 6 Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Sections 5 and 6 of the Property, or (ii) levies an assessment on Sections 5 and 6 of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2029 which date may be extended by written agreement of the Developer and the City.

“Section 7 and 8 Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Sections 7 and 8 of the Property, or (ii) levies an assessment on Sections 7 and 8 of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2030 which date may be extended by written agreement of the Developer and the City.

“Section 9 Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Section 9 of the Property, or (ii) levies an assessment on Section 9 of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2031 which date may be extended by written agreement of the Developer and the City.

“Parties” or “Party” means the City and the Developer as parties to this Agreement.

“Public Improvement Completion Date” means a date that is no later than twenty-four (24) months after Commencement of Construction for the Public Improvements for each Section.

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

“PID Bonds” means one or more series special assessment revenue bonds issued by the City pursuant to the PID Act for the payment and/or reimbursement of the Public Improvement Project Costs, including bonds issued to fund construction of the Public Improvements, and, if any, issued to reimburse the Developer for a portion of the costs of the Public Improvements, not previously funded with bond proceeds.

“PID” means the Austin Colony (PID No. 5) Public Improvement District created by the City Council pursuant to Resolution No. 20210824-024.

“Plans and Specifications” means the plans and specifications for Public Improvements approved by the City.

“Private Improvements” means those horizontal improvements described in the Plans and Specifications submitted to the City as part of the zoning process, other than the Public Improvements, being constructed in each Section to get to a Final Lot Value.

“Project Fund” means the fund by that name created under each Indenture into which PID Bond Proceeds shall be deposited.

“Property” means approximately 164.5 acres of real property located within the City described in Exhibit A.

“PID Enhancement Fund” means an amount equal to ten per cent (10%) of the total PID value payable to City prior to bond issuance, as referenced in the City of Angleton PID Policy.

“PID Act” means the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

“PID Policy” means the policy adopted by City Council on July 13, 2021 setting forth all requirements Developer must satisfy in order to petition, seek approval and establish a Public Improvement District in the City of Angleton, Texas.

“Public Improvement Project Costs” means the estimated cost of the Public Improvements to be constructed to benefit the land within the PID as set forth in Exhibit E, as may be amended pursuant to this Agreement, such costs to be eligible “project costs,” as defined in the PID Act.

“Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the PID by the Developer to benefit the PID and the Property, which will include improvements described in Exhibit E.

“Reimbursement Agreement(s)” means the agreement(s) between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to reimburse the Developer for a portion of such costs of the Public Improvements from the proceeds of Assessments pursuant to the SAP(s) or from future PID Bond proceeds, if any.

“Reimbursement Cap” means the total amount of reimbursement or payment to the Developer for the Public Improvement Project Costs from any source, including the proceeds of PID Bonds, or Assessment Revenues; such amount shall be no more than \$31,250,000.

“Service and Assessment Plan” or “SAP” means the service and assessment plans drafted pursuant to the PID Act for the PID and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within the PID and

sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment

ARTICLE I

PUBLIC IMPROVEMENT DISTRICT

Section 1.01. Creation.

The Developer has submitted a petition to the City to create a PID; such petition contains a list of the Public Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such Public Improvements. Such petition also allows for the City's levy of Assessments for maintenance purposes and for administration of the PID. Having accepted the petition, the City held a public hearing to consider the creation of the PID in accordance with the PID Act and approved and adopted Resolution No. 20210824-024 creating the Austin Colony Public Improvement District. Developer is required to pay a mandatory PID Professional Service Fee in the amount of \$50,000 from which professional services incurred necessary for PID creation and assessment levy will be deducted. If such amount is depleted due to professional fees incurred by the City, an additional amount may be required by the City before additional work is performed as described in this Agreement.

Section 1.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of PID Bonds in one or more series (each to coincide with the Developer's phased development of the Property) up to an aggregate principal amount of \$31,250,000 to pay for, reimburse or acquire the Public Improvements benefitting the Property. The Public Improvements to be constructed and funded in connection with the PID Bonds are detailed in Exhibit E, which may be amended from time to time upon approval of the City Representative, and in the Service and Assessment Plan for the PID or any updates thereto. The PID Bond Proceeds from the sale of each series of PID Bonds will be used to pay for, reimburse or acquire the Public Improvements. Notwithstanding the foregoing, the issuance of PID Bonds is a discretionary governmental action by the City Council and subject to its ongoing discretion and decision and is further conditioned upon the adequacy of the bond security and the financial ability and obligation of the Developer to pay the Developer Cash Contribution, if any, and perform its obligations hereunder.

(b) The Developer shall complete all Public Improvements within each Section in the PID and such Public Improvements shall be completed by the applicable Public Improvement Completion Date.

(c) The issuance of PID Bonds is subject to the discretion of the City Council and each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance, if at all.

(d) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

- (i) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed \$31,250,000.
- (ii) The maximum "tax equivalent rate" for the projected annual assessment for each Section shall be no greater than \$1.25 per \$100 of assessed value at the time of the levy of the Assessment on each Section based on the Estimated Build Out Value of each parcel; such rate limit for each Section is determined at the time of the levy of the Assessments applies on an individual Assessed Property basis by Lot Type based on Estimated Build Out Value, as will be set forth in more detail in the Service and Assessment Plan.
- (iii) the total assessment value to lien ratio is at least 3:1 at the time of the levy of assessments and the total assessment value to lien ratio of each series of PID Bonds for each Section is at least 3:1 at the time of the issuance of PID Bonds for each Section; such values shall be confirmed by Appraisal from licensed MAI appraiser.
- (iv) The Developer or its Affiliates shall own all property within a Section of the PID prior to the levy of Assessments for such Section unless the purchaser of such property has executed an agreement or consent with the City agreeing to such Assessments pursuant to Section 1.05 herein.
- (v) Fully Developed and Completed Lots have been delivered or the Developer must provide evidence reasonably acceptable to the City or an executed loan document or private equity, or both, in an amount sufficient to complete any Private Improvements necessary to achieve Fully Developed and Improved Lots.
- (vi) no Event of Default by the Developer has occurred and remains uncured or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement;
- (vii) the Public Improvements for the applicable Section for which the PID Bonds are being issued must have reached Completion of Construction by the Public Improvement Completion Date and have been accepted by the City;
- (viii) The amenities described in Section 2.02 and in Exhibit J within the Section for which PID Bonds are being issued must have begun Commencement of Construction.;

(e) In no event shall the Developer be paid or reimbursed for all Public Improvement Project Costs in an amount in excess of the Reimbursement Cap; and

(f) In no event shall the City issue PID Bonds if the issuance of such PID Bonds is prohibited by Applicable Law or an election is required by Applicable Law.

(g) Any capitalized interest on the PID Bonds shall be for a period of no more than two (2) years.

Section 1.03. Apportionment and Levy of Assessments.

(a) The City intends to levy Assessments on property located within the PID in accordance herewith and with the Service and Assessment Plans (as such plans are amended supplemented or updated from time to time) and the Assessment Ordinances on or before such time as each series of PID Bonds are issued. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

(b) Concurrently with the levy of the Assessments on each Section, the Developer and its Affiliates shall execute and deliver a Landowner Consent in the form attached as Exhibit F for all land owned or controlled by Developer or its Affiliates within such Section, or otherwise evidence consent to the creation of the PID and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Brazoria County. The City shall not levy Assessments on property within the PID without an executed Landowner Consent from each landowner within the PID whose property is being assessed.

Section 1.04. Developer Cash Contribution. At closing on any series of PID Bonds intended to fund construction of Public Improvements that have not already been constructed by the Developer, Developer shall deposit into a designated account with the Trustee under the applicable Indenture a pro-rata amount of the Developer Cash Contribution. If the Public Improvements relating to each series of PID Bonds have already been constructed and the PID Bonds are intended to acquire or reimburse the Public Improvements, then Developer shall not be required to deposit the Developer Cash Contribution as provided in this paragraph for such series. The amount of the Developer Cash Contribution for each series of PID Bonds shall be equal to the difference between the costs of the Public Improvements and the Net Bond Proceeds available to fund such costs of the Public Improvements related to such series of PID Bonds, as set forth in the SAP.

Section 1.05. Transfer of Property. The Developer shall not sell property within a Section of the PID prior to the City's levy of Assessments in such Section of the PID unless the Developer provides the City with an executed consent to the creation of the PID and the levy of Assessments, in a form reasonably acceptable to the City and its counsel with respect to the purchased property. In addition, evidence of any transfer of Property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. For a transfer of land by the Developer prior to the levy of Assessments, the City shall require consent of each of the owners of Assessed Property to the levy of Assessments on each property and to the creation of the PID. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certificate and property record recording will be required from each owner of Assessed Property in order to levy the Assessments and issue PID Bonds. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

ARTICLE II DEVELOPMENT REQUIREMENTS

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Public Improvements, reimbursement, acquisition, ownership and maintenance of the Public Improvements, and the issuance of PID Bonds for the financing of the Public Improvements benefitting the property within the PID.

Section 2.02. Project Overview – The Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Development, and will undertake the design, development and construction of the Public Improvements. The Development will consist of the following elements:

- (i) No more than approximately 563 single family homes; however, the total number of lots shall be determined by the on-the-ground survey, pursuant to the Land Plan and the lot dimensions provided for herein.
- (ii) Commercial development as allowed by City Regulations;
- (iii) Amenities attached as Exhibit J as may be amended or modified if approved by the City.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City’s standards and specifications and subject to the City’s approval as provided herein and in accordance with City Regulations, the Concept Plan, approved Land Plan, the Development Standards and Applicable Law.

(c) Upon completion and acceptance by the City, the City shall own and maintain all of the Public Improvements.

Section 2.03. Permitted Uses. The Project shall be limited to the development of single-family dwellings and commercial or retail uses permitted in the Commercial-Office/Retail zoning district pursuant to the “use chart” in Section 28-81.(b).

Section 2.04. Height Restrictions. No dwellings built in the single-family residential portion of the Project shall exceed a maximum height of thirty-five feet (35’) or be more than two and one-half (2.5) stories tall.

Section 2.05. Lot Dimensions and Development. The lots shall be the size depicted on the Land Plan, approximately 120 feet in length, with the front width of each lot as set forth below:

SECTIONS AND LOTS SUMMARY				
SECTION	LOT WIDTH 50 FEET	LOT WIDTH 55 FEET	LOT WIDTH 60 FEET	SECTION LOT TOTAL
1A	28		22	50
1B	50			50
2A	22	27	4	53
2B		42		42
3		30		30
4		61		61
5		35	24	59
6			40	40
7			50	50
8			43	43
9		19	64	83
LOT SIZE TOTAL	100	214	247	561
SIZE %	17.82%	38.15%	44.03%	100%

Section 2.06. Entry Monument. An entry monument shall be placed at the corner of Austin Colony Boulevard and County Road 44, which is the entry to the Project off County Road 44. The entry monument shall be either brick or stone with landscaping, planted grass, shrubs, irrigation system and lighting.

Section 2.07. Fees. After the City Council approval of the Final Plat for each Section, recording of such Final Plat shall not occur until the following are completed, accepted and approved by the City:

- (a) Payment of the Capacity Acquisition Fees as set forth in Section 2.19 and 2.21.
- (b) Payment of Park Fee as set forth in Section 2.20.
- (c) Acceptance of the Public Improvements.

Section 2.08. Playground. A playground behind the entry monument shall include playground equipment.

Section 2.09. Construction of Tigner Street. Tigner Street shall be constructed a minimum of 24 feet wide in each direction with a 6-foot wide median, concrete pavement with curb, gutter and sidewalk on both sides of the street, and turn lanes, from the existing end of pavement of Tigner Street behind Walmart to the western property line of property. Construction of Tigner Street shall be completed as part of Sections 1B, 3, 4 and 6. Plans for the construction of Tigner Street shall be submitted and approved as part of the subdivision process for Sections 1B, 3, 4 and 6.

Section 2.10. Construction of Austin Colony Boulevard. Austin Colony Boulevard shall be constructed a minimum of 50 feet wide, concrete pavement with curb, gutter and sidewalk from CR 44 to the entry of Section 1A and Section 3. A divided entry shall be constructed as part of Section 1A.

Section 2.11. Section 1A. Section 1A to be developed and platted as 50 single family residential lots having a minimum size as depicted on the Land Plan, and shall include:

(a) an entry monument with landscaping that is planted, irrigated and lighted. A site plan for the playground and playground equipment shall be reviewed and approved by the Parks and Recreation Director prior to issuance of any building permits in Section 1.

(b) a playground with playground equipment.

(c) A dry retention pond will be graded and planted for recreation.

(e) A duly executed Escrow Agreement between Developer and the City to meet the requirements of Section 23-11 of the LDC, as approved by the City, together with a cost estimate for the construction of Tigner Street to be developed in Section 1B. The Developer will fund the Escrow Agreement in an amount equal to six hundred fifty thousand dollars (\$650,000) in cash prior to the issuance by the City of the first (1st) residential building permit in Section 1B. The Escrow Agreement shall provide that such funds may be drawn by Developer every thirty (30) days to reimburse Developer for complete portions of Tigner Street, including utilities. The Developer must submit documentation of the expenditures of costs for Tigner Street to the City's reasonable satisfaction

Section 2.12. Section 1B. Section 1B to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B).

Section 2.13. Section 2A. Section 2A to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan. The detention pond which commenced construction in Section 1 will reach Completion of Construction no later than the date the Section 2A Public Improvement Completion Date.

Section 2.14. Section 2B. Section 2B to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B).

Section 2.15. Section 3. Section 3 to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B).

(a) Retention capacity for Section 3 is included in the Section 1 and 2 retention pond.

Section 2.16. Section 4. Section 4 to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B).

Section 2.17. Section 5. Section 5 to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B).

Section 2.18. Section 6. Section 6 to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B).

Section 2.19. Section 7. Section 7 to be developed shall to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B).

Section 2.20. Section 8. Section 8 to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B).

Section 2.21. Section 9.

(a) If Section 9 is developed as a single-family residential section, then the Land Plan in Exhibit B shall be in effect with the following changes:

- (i) The twenty-six (26) lots located in Section 3 that lie north of Tigner Street shall be merged with Section 9. Section 9 shall include eighty (83) lots, containing nineteen (19) lots measuring 55' wide and 120' in length and sixty-four (64) lots measuring 60' wide and 120' in length.

(b) If Section 9 is developed as a commercial section, then the Land Plan in Exhibit B-1 shall be in effect with the following changes:

- (i) The land included in Section 9 shall be reserved for commercial use for six years from the date of issuance of the first building permit in the Development. If the land included in Section 9 is sold or developed for commercial purposes, the land included in the twenty-six (26) lots located in Section 3 that lie north of Tigner Street shall be merged with the land included in the fifty-four (54) lots located in Section 9 and the lots shall be eliminated. The total number of lots in the Land Plan in B-1 shall be revised to include only 478 lots.
- (ii) If the land has not sold or been developed for commercial purposes during the aforesaid six-year period, then at Developer's option the Developer may develop the land for single-family residential development in accordance with the Land Plan (Exhibit B).

Section 2.22. Section 9 Assessments. Assessments will be levied on Section 9 pursuant to a commercial development. The Service and Assessment Plan will assume commercial development as set forth in the Exhibit B and B-1. If Section 9 is subsequently developed as single-family lots, the Service and Assessment Plan may require a prepayment of the Assessments by the property owner. In addition, if the commercial development in Section 9 is altered after the levy of Assessments (i.e., a lower commercial square footage than originally planned), then a prepayment of the Assessments will be due by the property owner, all as set forth in the Service and Assessment Plan.

Section 2.23. Compliance with Additional City Ordinances. In addition to those ordinances applicable to the Project by virtue of its zoning as a Section 28-45, Planned Development Overlay District single-family residential and as otherwise set forth in this

Agreement; the Project shall also comply with the Development Ordinances and all City Regulations. Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City’s standards and specifications and subject to the City’s approval as provided herein and in accordance with City Regulations and applicable law.

Section 2.24. Fees-in-Lieu. The Developer agrees to pay a City fee in lieu of dedication of park acres in the amount of Five Hundred and Seventy-Five Dollars (\$575.00) per lot. The fee for each Section shall be paid to the City prior to recording of any final plat of the Project, as set forth in Sec. 23-20 of the Angleton Code of Ordinances. The fee for each Section shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section.

<u>Sections</u>	<u>Number of Lots</u>	<u>Park Fee-in-Lieu</u>
1A	50	\$28,750
1B	50	\$28,750
2A	53	\$30,475
2B	42	\$24,150
3	30	\$17,250
4	61	\$35,075
5	59	\$33,925
6	40	\$23,000
7	50	\$28,750
8	43	\$24,725
9	83	\$47,725
TOTAL	561	\$322,575

Section 2.25. Sewer CAF. Developer agrees to pay a Sewer CAF. The Sewer CAF is Eight Hundred Fifty and 55/100 dollars (\$850.55) per lot, which is the amount set forth in the Capacity Acquisition Fee Memo attached hereto as Exhibit “C”. The fee for each Section shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section.

<u>Sections</u>	<u>Number of Lots</u>	<u>Sewer CAF</u>
1A	50	\$42,527.50
1B	50	\$42,527.50
2A	53	\$45,079.15
2B	42	\$35,723.10
3	30	\$25,516.50
4	61	\$51,883.55
5	59	\$50,182.45
6	40	\$34,022.00
7	50	\$42,527.50

8	43	\$36,573.65
9	83	\$70,595.65
TOTAL	561	\$477,158.55

Section 2.26. Water CAF. Developer agrees to pay a Water CAF. The Water CAF is five hundred thirty-six and 70/100 dollars (\$536.70) per lot. The Water CAF for each Section shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section. The City agrees to provide Water Service for the full build-out of the Project.

<u>Sections</u>	<u>Number of Lots</u>	<u>Water CAF</u>
1A	50	\$26,835.00
1B	50	\$26,835.00
2A	53	\$28,445.10
2B	42	\$22,541.40
3	30	\$16,101.00
4	61	\$32,738.70
5	59	\$31,665.30
6	40	\$21,468.00
7	50	\$26,835.00
8	43	\$23,078.10
9	83	\$44,546.10
TOTAL	561	\$301,088.70

Section 2.27. Fencing. Developer agrees to install premium perimeter fencing stained and crowned along the back property lines of all lots along Tigner Street or along the Achor Rd./CR44 frontage. All perimeter fencing shall be maintained by the HOA. Perimeter fencing shall not be installed within any street intersection sight triangles. All fencing for each proposed development Section shall be installed prior to the occupancy of each residence in that Section.

Section 2.28. Conduit. Developer agrees to install in Sections and provide conduit for the installation of fiber internet in the entire Project, such conduit to be installed in each Section no later than the Public Improvement Completion date for each Section.

Section 2.29. Streetlights. Developer agrees that all streetlights will be LED, and all streetlight poles will be permitted and satisfy the requirements of Texas New Mexico Power Company. (TXNM).

Section 2.30. Property Acquisition. The Parties acknowledge that, if required, the Developer is responsible for the acquisition of certain off-site property rights and interests to allow the Public Improvements to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site Public Improvements. The Developer shall provide evidence of costs, maps, locations and size of infrastructure to the City and obtain the City’s consent prior

to such acquisition of third-party rights-of-way, consents, or easements needed to construct the off-site Public Improvements.

Section 2.31. Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

Section 2.32. Plan Review and Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of Plans and Specifications and issuance of permits (including building permits) for construction of the Public Improvements according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

Section 2.33. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 2.34. Impact Fees. All Impact Fees, if any, associated with the Development shall be paid pursuant to the City Regulations.

ARTICLE III

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 3.01. Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Public Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Public Improvements and shall obtain or obligate each general contractor, architect, and consultants who work on the Public Improvements to obtain all applicable permits, licenses, or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection, and supervision of the construction of the Public Improvements to be undertaken in accordance with City Regulations and Applicable Law.

(b) The Developer shall design and construct or cause the design and construction of the Public Improvements, together with and including the acquisition, at its sole costs, of any and all easements or fee simple title to such land necessary to provide for and accommodate the Public Improvements.

(c) Developer shall comply, or shall require its contractors to comply, with all local and state laws and regulations regarding the design and construction of the Public Improvements applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and one-year maintenance bonds for the Public Improvements.

(d) Upon Completion of Construction of any portion of the Public Improvements, Developer shall provide City with a final cost summary of all Public Improvement Project Costs

incurred and paid associated with the construction of that portion of the Public Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the “all bills paid” affidavits and lien releases executed by Developer and/or its contractors with regard to that portion of the Public Improvements. Evidence of payment to the applicable contractors and subcontractors shall be provided prior to the reimbursement of the costs of any portion of the Public Improvements.

(e) Developer agrees to require the contractors and subcontractors that construct the Public Improvements to provide payment, performance and one-year maintenance bonds in forms satisfactory to the City Attorney. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City Attorney has the right to reasonably reject any surety company regardless of such company’s authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Public Improvements.

(f) Unless otherwise approved in writing by the City, all Public Improvements shall be constructed and dedicated to the City in accordance with City Regulations and Applicable Law.

(g) The Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with the Applicable Law, all property rights necessary for the construction, operation, and maintenance of the road, water, drainage, gas and sewer Public Improvements, at the completion of the Public Improvements and acceptance by the City.

Section 3.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer’s engineers shall prepare and provide, or cause the preparation and provision of all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements and shall acknowledge that the City has no obligations and liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder, as follows:

CITY OF ANGLETON, TEXAS (“CITY”) SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR ANY LOSS, DAMAGE, INJURY OF ANY KIND OR CHARTER, INCLUDING DEATH, TO ANY PERSON, ENTITY, OR PROPERTY ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE

PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR’S ACTS, INCLUDING NEGLIGENCE, WHETHER SUCH ACTS OR NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES OBTAINED IN FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT

Section 3.03. The Developer or its designee (which shall be the Developer’s Engineer) shall administer the contracts. The Public Improvement Project Costs, which are estimated in Exhibit E, shall be paid by the Developer or caused to be paid by the Developer, or from the proceeds of PID Bonds and/or the Developer Cash Contribution in accordance with the Indentures, or reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement.

(a) The following requirements apply to Construction Agreements for Public Improvements:

- (i) Plans and specifications shall comply with all Applicable Law and City Regulations and all Plans and Specification shall be reviewed and approved by the City prior to the issuance of permits. The City shall have thirty (30) Business Days from its receipt of the first submittal of the Plans and Specifications to approve or deny the Plans and Specifications or to provide comments to the submitter. If any approved Plans and Specifications are amended or supplemented, the City shall have thirty (30) Business Days from its receipt of such amended or supplemented Plans and Specifications to approve or deny the Plans and Specification or provide comments back to the submitter. Any written City approval or denial must be based on compliance with applicable City Regulations or other regulatory agencies that have jurisdiction over the Development.
- (ii) Each Construction Agreement shall provide that the contractor is an independent contractor, independent of and not the agent of the City and that the contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and
- (iii) Each Construction Agreement for improvements not yet under construction shall provide that the Contractor shall indemnify the City, its officers and

employees for any costs or liabilities thereunder and for the negligent acts or omissions of the Contractor. The wording of such indemnity must be reviewed and approved by the City Attorney.

(b) City's Role. The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Public Improvements (before, during or after construction) except to the extent of the reimbursement or funding of the Public Improvements Project Costs as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Public Improvements other than the reimbursements or funding described in this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Public Improvements, and the Developer shall cause all of its contractors, architects, engineers, and consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with construction of the Public Improvements.

Section 3.04. Project Scope Verification. The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements are being constructed in accordance with the Plans and Specifications approved by the City. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 3.05. Joint Cooperation; Access for Planning and Development. During the planning, design, development and construction of the Public Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this Project. The City staff will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer, and other design professionals to attend City meetings if requested by the City.

Section 3.06. City Not Responsible. By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including the site plan, submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications. The Developer shall not, however, be liable for any claims arising out of the operation and maintenance of the Public Improvements during the period within which the City operates and maintains the Public Improvements.

Section 3.07. Construction Standards and Inspection. The Public Improvements will be installed within the public rights-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public

Improvements shall be constructed and inspected in accordance with applicable state law, and City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements, and this Agreement, provided, however, that if there is any conflict, among the regulations of the governing body or entity with jurisdiction over the Public Improvement being constructed, the City Regulations shall control.

Section 3.08. Public Improvements to be Owned by the City – Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 3.09. Public Improvement Constructed on City Land or the Property. If the Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement. If the Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement (pending acquisition and acceptance) to enter upon such land for purposes related to inspection and maintenance of the Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise provided herein shall apply. The grant of any easements to the City must be in a form reasonably acceptable to the City Attorney.

Section 3.10. Additional Requirements. In connection with the design and construction of the Public Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City electronic copies of the Plans and Specifications for the Public Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (in electronic format) for the Public Improvements, in accordance with Applicable Law;

(b) The Developer or such person selected by and contracting with the Developer for the construction of the Public Improvements shall provide the City with a copy of any written

construction schedule outlining the major items of work of each major construction contractor relating to the Public Improvements, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any regularly-scheduled construction meetings regarding the Public Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the Project, and shall provide the City with copies of any written construction schedules as are discussed and reviewed at any such regularly-scheduled construction meeting;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in changes to the portion of the Plans and Specifications for the Public Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction of the Public Improvements and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements and with City Regulations;

(i) If the Developer performs any soil, construction, and materials testing during construction of the Public Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail in a respect to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use its good faith efforts to enforce such obligations against such entities or persons, or the Developer may cure any failure of performance as provided herein; and

(k) The Developer shall provide any other information or documentation, or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct reasonable pre-final and final inspections of the Public Improvements. Upon acceptance by the City of the Public

Improvements, the City shall become responsible for the maintenance of the Public Improvements and making any bond or warranty claim, if applicable.

Section 3.11. Revisions to Scope and Cost of Public Improvements.

(a) The Public Improvement Project Costs, as set forth in Exhibit E, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amounts as set forth in the applicable SAP plus the Developer Cash Contribution. Should the Public Improvements be amended by the City Council in a SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibits attached hereto and shall keep official record of such amendments.

(b) Should the Public Improvement Project Costs exceed the amounts set forth in the SAPs, the Developer must make a Developer Cash Contribution at the time of each PID Bond issuance such that the net proceeds of each series of PID Bonds plus the Developer Cash Contribution, is sufficient to fund the Public Improvement Project Costs for which the PID Bonds are being issued.

Section 3.12. City Police Powers. The Developer recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with Applicable Laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its general contractors and shall not be reimbursable from PID Bond Proceeds.

Section 3.13. Title and Mechanic's Liens.

(a) **Title.** The Developer agrees that the Public Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(b) **Mechanic's Liens.** Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from any work performed by any contractor by or on behalf of the Developer. The Developer shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall cause any such claim of lien to be fully discharged no later than thirty (30) days after the Developer's receipt of written notice of the filing thereof.

Section 3.14. City Consents. Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement, or replacement of the Public

Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay.

Section 3.15. Right of the City to Make Inspection.

(a) At any time during the construction of the Public Improvements, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Development that are imposed by the Developer or its general contractor or subcontractors. The Developer shall pay the City's costs for the retention of a third-party inspector.

(b) Inspection of the construction of all Public Improvements shall be by the City Representative or his/her designee. In accordance with Section 2.29, the Developer shall pay the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures and Applicable Law to make any repairs or perform any maintenance of Public Improvements which the City has accepted for maintenance. If, during construction of the Public Improvements, the Developer is in default under this Agreement beyond any applicable cure period or in the event of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Public Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after the expiration of ten (10) Business Days after notice is given by the City (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

Section 3.16. Competitive Bidding. The construction of the Public Improvements (which are funded from Assessments) is anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9). In the event that the actual costs of the Public Improvement do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery method may be utilized by the City as allowed by Applicable Law.

Section 3.17. Homeowner's Association. Developer will create detailed Deed Restrictions and a homeowner's association ("HOA") that will enforce the Deed Restrictions set forth herein. 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 subdivider or the HOA, unless accepted by the City Council.

(b) The articles of the HOA shall require homeowner assessments sufficient to meet the necessary annual cost of the improvements. 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 HOA file with the City annual reports of maintenance and that the board of directors shall be required to initiate any and all needed repairs in a timely manner.

(c) Covenants, conditions and restrictions for the HOA must be filed in each Section and the HOA Maintenance Agreement must be approved and executed before any Assessments are levied by the City on the Property.

ARTICLE IV

TERMINATION EVENTS

Section 4.01. Developer Termination Events.

(a) The Developer may terminate this Agreement as to a Section of Development if the City does not levy Assessments and enter into a Reimbursement Agreement pursuant to Section 8.04 for such Section of the Development.

(b) The Developer may terminate this Agreement if it does not close on all of the Property by the earlier of (i) April 1, 2025 or (ii) the date on which the City levies Assessments on the Property.

Section 4.02. City Termination Events.

(a) The City may terminate this Agreement for each Section and all remaining Sections if the City does not levy Assessments and enter into a Reimbursement Agreement for such Section of the Development by the applicable Section Public Financing Deadline.

(b) The City may terminate this Agreement and any Reimbursement Agreement with respect to the applicable Section and any remaining Section, upon an uncured Event of Default by the Developer pursuant to Article VIII herein.

(c) The City may terminate this Agreement and any Reimbursement Agreement, if Commencement of Construction of the private horizontal improvements (private water, sewer and road improvements) within the first Section of the Development necessary to obtain developed lots, has not occurred within two (2) years of the Effective Date.

(d) The City may terminate this Agreement or any Reimbursement Agreement with respect to any Section, at any time if the Public Improvements to be constructed in such Section

have not reached Completion of Construction by the applicable Public Improvement Completion Date, as may have been extended pursuant to the terms of this Agreement or by other written agreement of the Parties.

(e) The City may terminate this Agreement with respect to the applicable Section and any remaining Section if the Developer does not pay the Developer Cash Contribution at closing of the applicable series of PID Bonds.

(f) The City may terminate this Agreement if Developer does not close on all of the Property by the earlier of (i) April 1, 2025 or (ii) the date on which the City levies Assessments on the Property.

Section 4.03. Termination Procedure. If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, including the reimbursement of any of Developer's costs that were previously advanced or incurred or the levy of assessments on any remaining Sections; provided, however, that as of the date of termination, any Public Improvements completed and accepted by the City shall still be subject to reimbursement. Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs other than as set forth herein.

ARTICLE V

TERM

This Agreement shall terminate upon the earlier of: (i) the expiration of the Assessments levied to reimburse the Public Improvements, (ii) (a) the date on which the City and the Developer discharge all of their obligations hereunder, including Completion of Construction and acceptance of the Public Improvements, and (b) all PID Bond Proceeds or Assessment revenues pursuant to a Reimbursement Agreement have been expended for reimbursement of all of the Public Improvements and the Developer has been reimbursed for all completed and accepted Public Improvements up to the Reimbursement Cap but in the amount set forth in the Service and Assessment Plan, (iii) an Event of Default under Article VI pursuant to which the non-defaulting Party exercises its right to terminate this Agreement, or (iv) the occurrence of a termination event under Article IV pursuant to which a Party has exercised its right to terminate this Agreement.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.01. Developer Default.

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, as expired:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any respect to maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have thirty (30) calendar days to cure from the date of expiration of such insurance or bonds.

(b) The Developer shall fail to comply with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within sixty (60) calendar days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(e) 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;

(f) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; OR

(g) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue as of the Effective Date.

Section 6.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 6.01(f) above). Except with respect to cure periods set forth in 6.01 above, which shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or thirty (30) calendar days in the case of a monetary default), with completion of performance within ninety (90) calendar days.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than seven (7) days after the

claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

(c) City's Remedies.

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

- (i) 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 from the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.
- (ii) 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.
- (iii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 6.03. City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

- (a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within thirty (30) calendar days after the receipt of written notice thereof by the City from the Developer.

(b) 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.

Section 6.04. Developer's Remedies.

(a) 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 (specifically excluding specific performance and other equitable remedies), 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.

(b) 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.

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

Section 6.05. Limited Waiver of Immunity.

(a) The City and the Developer hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, and the City's immunity from suit is waived only as set forth in such statute.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, Texas Local Government Code, as amended, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

- (i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance then due and owed by City under this Agreement or any Reimbursement Agreement and is payable solely from Assessment revenues;
- (i) The recovery of damages against City or the Developer may not include consequential damages or exemplary damages;
- (ii) The Parties may not recover attorney's fees; and
- (iii) The Parties are not entitled to specific performance or injunctive relief against the City.

Section 6.06. Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 6.07. Waiver. Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

ARTICLE VII

INSURANCE, INDEMNIFICATION AND RELEASE

Section 7.01. Insurance. With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

- (i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of one million dollars (\$1,000,000) per occurrence or a limit equal to the amount of the contract amount, two million dollars (\$2,000,000) general aggregate bodily injury and property damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;
- (i) Workers' Compensation insurance as required by law;
- (ii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreements involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.
- (iii) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;
- (iv) Each policy of insurance with the exception of Workers' Compensation and professional liability shall be endorsed to include the City (including its

former, current, and future public officials, staff, agents, and employees) as additional insureds;

- (v) Each policy, with the exception of workers' compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and
- (vi) The Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public Improvements and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the contractor shall within ten (10) Business Days after written request provide the City with the certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 7.02. Waiver of Subrogation Rights. The commercial general liability, workers' compensation, business auto and excess liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 7.03. Additional Insured Status. With the exception of worker's compensation insurance and any professional liability insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using additional insured endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 7.04. Certificates of Insurance. Certificates of insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) Business Days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

Section 7.05. Carriers. All policies of insurance required to be obtained by the Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer’s and its contractors’ insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

ARTICLE VIII

INDEMNIFICATION.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER’S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER’S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER’S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY’S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT

TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

Section 8.01. Conflict. Notwithstanding the foregoing provisions of this section: (i) in the event of a conflict between this Agreement and the Development Ordinances, this Agreement shall prevail.

Section 8.02. Notification. The City shall notify the Developer in writing of any alleged failure by the Developer to comply with a provision of this Agreement or the Development Ordinances, which notice shall specify the alleged failure with reasonable particularity. The Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

ARTICLE IX

PAYMENT OF PUBLIC IMPROVEMENTS

Section 9.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID Bonds or from Assessments pursuant to a Reimbursement Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for the payment or reimbursement of the Public Improvement Project Costs or for the payment of the cost to construct or acquire a Public Improvement by the City will be sufficient for the construction or acquisition of all of the Public Improvements. Any costs of the Public Improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Funds established under the Indentures to pay the costs of the Public Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Public Improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

(b) Upon written Acceptance of a Public Improvement, the City shall be responsible for all operation and maintenance, subject to any applicable maintenance-bond period, of such Public Improvement, including all costs thereof and relating thereto.

(c) The City's obligation with respect to the reimbursement or payment of the Public Improvement Project Costs as finally set forth in the Service and Assessment Plan, shall be limited to the lower of actual costs or the available PID Bond Proceeds or Assessment revenues, and shall be payable solely from amounts on deposit in the Project Funds from the sale of the PID Bonds as provided herein and in the Indentures, or Assessments collected for the reimbursement or payment

of such costs pursuant to Reimbursement Agreement. The Developer agrees and acknowledges that it is responsible for all costs and all expenses related to the Public Improvements in excess of the available PID Bond Proceeds and that the Developer Cash Contribution must be deposited at the time of the issuance of PID Bonds.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to pay or reimburse the Public Improvement Project Costs in the PID. The obligation of Developer to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Public Improvements Project Costs hereunder.

Section 9.02. Remaining Funds after Completion of a Public Improvement.

If, upon the Completion of Construction of a Public Improvement and payment or reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to pay Cost Overruns on any other Public Improvement with the approval of the City Representative, such approval not to be unreasonably withheld, at completion of the Public Improvements for each Section and provided that all Public Improvements for such Section, as set forth in the Service and Assessment Plan, are undertaken at least in part. The elimination of a category of Public Improvements in a Section as set forth in the Service and Assessment Plan will require an amendment to the Service and Assessment Plan. Upon receipt of all acceptance letters from the City for the Public Improvements within an improvement category as set forth in the Service and Assessment Plan, any Cost Underruns from that category may be released to pay for Cost Overruns in another improvement category, as approved by the City.

Section 9.03. Payment Process for Public Improvements.

(a) The City shall authorize payment or reimbursement of the Public Improvement Project Costs from PID Bond Proceeds or from Assessments collected in the PID as set forth in Section 9.04 below. The Developer shall submit a Payment Certificate to the City (no more frequently than monthly) for Public Improvement Project Costs as approved by the City. The form of the Payment Certificate is set forth in Exhibit G, as may be modified by the applicable Indenture or Reimbursement Agreement. The City shall review the sufficiency of each Payment Certificate with respect to compliance with this Agreement, compliance with the Applicable Law, and compliance with the SAP, and Plans and Specifications. The City shall review each Payment Certificate within thirty (30) Business Days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the applicable Indenture or Reimbursement Agreement, and payment shall be made to the Developer or its designee pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement. Notwithstanding the foregoing, the City shall review the first Payment Certificate within forty-five (45) Business Days of receipt thereof. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the applicable Indenture or Reimbursement

Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves, or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed notice to the Developer within thirty (30) Business Days of receipt thereof. Payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the Public Improvement Project Costs as set forth in Exhibit E and the SAP, from funds available pursuant to the applicable Indenture or Reimbursement Agreement.

(d) Reimbursement to the Developer and the City for administrative costs relating to the creation of the PID, the levy of assessments and issuance of the PID Bonds may be distributed at closing of the applicable series of PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit H.

Section 9.04. Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds.

(a) The City intends to levy Assessments by the applicable Public Improvement Financing Date and may issue PID Bonds at a later date upon completion of the Public Improvement in each Section to reimburse the Public Improvement Project Costs as set forth in the SAP. Reimbursement for the costs of Public Improvements that have reached Completion of Construction shall be made on an annual basis from Assessments levied by the City pursuant to the SAP. Such reimbursement shall be made pursuant to the terms and provisions of one or more Reimbursement Agreements. Such Reimbursement Agreements shall set forth the terms of the annual reimbursement for the costs of the Public Improvements. These Reimbursement Agreement obligations may, in the City's discretion, be reimbursed through the issuance of PID Bonds by the City once the parameters set forth in Section 1.02(d) can be met. The levy of Assessments and the issuance of any PID Bonds to fund obligations under a Reimbursement Agreement is a governmental function of the City and is subject to the City's discretion and shall be determined by the City from time to time. In any event, the issuance of PID Bonds to Fund any obligations under a Reimbursement Agreement, if the City determines to issue such PID Bonds, shall occur no later than one year after the applicable Public Improvement Financing Date or the City shall not issue such PID Bonds.

(b) Reimbursement or payment of the costs of the Public Improvements shall only be made from the levy of Assessments within the PID as set forth herein.

(c) The term, manner and place of payment or reimbursement to the Developer under this Section shall be set forth in the Reimbursement Agreement.

(d) Reimbursement or payment shall be made only for the costs of the Public Improvements as set forth in this Agreement, the Service and Assessment Plan or in the Reimbursement Agreement, as approved by the City. Any additional public improvements other

than the Public Improvements constructed by the Developer and dedicated to the City, shall not be subject to payment or reimbursement under the terms of this Agreement.

Section 9.05. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location that is reasonably convenient for City staff.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 3 years from the date of Completion of Construction of the Public Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

Section 10.01. Representations and Warranties of City.

(a) The City makes the following representation and warranty for the benefit of the Developer:

- (i) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute 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 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.

- (ii) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 10.02. Representations and Warranties of Developer.

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

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.

- (v) 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.
- (vi) Ownership. The Developer represents that it or one or more Affiliates will be the sole owners of the Property within the PID at the time of their creation and will be the sole owners at the time of the levy of Assessments for each Section. The Developer shall consent to the levy of Assessments in substantially the form of the Landowner Consent attached hereto as Exhibit F, and shall not transfer title of any land within the PID prior to the levy of Assessments within each Section.

ARTICLE XI

PROVISIONS FOR DEVELOPER

Section 11.01. Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act"), that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of Developer's, Developer's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act, provided, however, that this waiver does not apply to, and the Developer and Developer's grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

ARTICLE XII

GENERAL PROVISIONS

Section 12.01. Notices. Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile or other electronic transmittal, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City: City Manager
Chris Whittaker
121 South Velasco
Angleton TX 77515
Email: cwhittaker@angleton.tx.us

With a copy to: City Attorney
Randle Law Office Ltd., LLP
Grady Randle
820 Gessner, Ste. 1570
Houston, Texas 77024
Email: grady@jgradyrandlepc.com

To the Developer: Tejas Angleton Development, LLC
Attn: Wayne L. Rea, II
5454 Newcastle Drive, Unit 1101
Houston, Texas 77081
Telephone: (713) 993-6453
Email: waynerea@swbell.net

Section 12.02. Make-Whole Provision. If in any calendar year the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance or proposed issuance of PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations (the “PID Bond Fee”). Prior to issuance of any PID Bonds, the City’s financial advisor shall calculate the PID Bond Fee based on the issued and planned debt issuances for the City and shall notify the Developer of the total amount due prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) Business Days after receiving notice from the City of the amount of PID Bond Fee due to the City. If the City has not forgone the ability to issue a series of obligations as qualified tax exempt obligations, the PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt

obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer. The City shall not be required to sell any series of PID Bonds until the Developer has paid the estimated PID Bond Fee.

If the City is planning to issue debt obligations as qualified tax-exempt obligations prior to the issuance of PID Bonds in any calendar year, the City may (but is not obligated to) notify the Developer that it is planning to issue qualified tax-exempt obligations that may limit the amount of debt that the City can issue in a calendar year. In connection with the delivery of such notice, the City's financial advisor shall provide a calculation of the interest savings that the City would achieve by issuing the obligations the City plans to issue in the year as qualified tax-exempt obligations as opposed to non-qualified tax-exempt obligations. If following the receipt of such notice the Developer asks the City to forego designating the obligations as qualified tax-exempt obligations in order to preserve capacity for PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. The Developer agrees to pay the PID Bond Fee to the City within ten (10) Business Days after receiving notice from the City of the amount of PID Bond Fee due to the City. Upon receipt of the PID Bond Fee, the City agrees not to designate the obligations planned for issuance as qualified tax-exempt obligations. Such payment is compensation to the City for choosing to forego the designation of obligations as qualified tax-exempt obligations, and the PID Bond Fee may be used for any lawful purpose of the City. The City shall include language similar to this Section 12.02 in any agreement it enters into with a developer or landowner where the issuance of public improvement district bonds is contemplated.

Section 12.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements may be assigned to an Affiliate without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Council, which consent shall not be unreasonably withheld, conditioned or delayed if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Council. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignee, including a copy of each executed assignment and the assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property. The City shall not be required to make any representations or execute any consent with respect to an assignment to an

Affiliate and shall not be required to make any representations with respect to any assignment to a non-Affiliate.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement or any Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or other representations with respect thereto.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days after written notice to the lender, not to be unreasonably withheld. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. The City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or other representations with respect thereto.

(d) The City shall not be required to acknowledge the receipt of any Assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email.

(e) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 12.04. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 12.05. Entire Agreement; Amendment. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 12.06. Time. In computing the number of calendar days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays. If the final day of any time period (with respect to calendar days or Business Days) falls on a Saturday, Sunday, or legal holiday (as observed by the City), then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday (as observed by the City).

Section 12.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 12.08. Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties 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.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 12.09. No Third-Party Beneficiaries. The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties. The City does not consent to and will not participate in any third-party financing of the Assessment revenues.

Section 12.10. Notice of Assignment. Developer shall not transfer any portion of the Property prior to the levy of Assessments, except as provided in Section 1.05. Subject to Section 12.03 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. Developer must provide the following:

(a) within 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;

(b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) 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;

(d) 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.

Section 12.11. No Joint Venture. Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 12.12. Estoppel Certificates. From time to time within fifteen (15) Business Days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, with no duty of inquiry, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 12.13. Independence of Action. It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 12.14. Limited Recourse. No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 12.15. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 12.16. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 12.17. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 12.18. Conditions Precedent. This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement.

Section 12.19. No Reduction of Assessments. Following the issuance of each series of PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments levied in payment of such PID Bonds. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

Section 12.20. Statutory Verifications. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) *Not a Sanctioned Company.* The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) *No Boycott of Israel.* The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) *No Discrimination Against Firearm Entities.* The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) *No Boycott of Energy Companies.* The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott

energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

Section 12.21. Form 1295. The Developer will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of the Developer's Form 1295, the City agrees to acknowledge the Developer's Form 1295 through its electronic filing application. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, the City is not responsible for the information contained in the Developer's Form 1295 and the City has not verified such information.

Section 12.22. Choice of Law. This Agreement shall be governed by the laws of the State of Texas.

Section 12.23. Out of State Issuer. This Agreement may not be assigned to an out-of-state issuer of debt and the City shall not participate in any third-party financing relating to the Assessment Revenues received by the Developer pursuant to this Agreement.

Section 12.24. Standing Letter. If requested by the Texas Attorney General, the Developer will file a standing letter addressing the representations made in Section 12.20 of this Agreement in a form acceptable to the Texas Attorney General.

(a) Governing Law. The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules, and venue for any action concerning this Agreement and the Agreement shall be in the State District Court of Brazoria County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 12.25. Conflict. In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls. In the event of any conflict between this Agreement and the Agreement, the Agreement shall control, except that in all cases, Applicable Law shall control.

Section 12.26. PID Policy Requirements & PID Enhancement Fund Payment. Developer agrees to comply with all steps, requirements, payments that are not superseded by this Agreement, as set out by the City of Angleton PID Policy. Developer agrees to pay to the City the PID Enhancement Fund as defined in this agreement and as set out in the City of Angleton PID Policy for each Section. Such PID Enhancement Fund payment is due upon invoicing by the City.

Section 12.27. Change in Control. The Developer shall notify the City within fifteen (15) business days after any substantial change in ownership or control of the Developer. As used herein, the words “substantial change in ownership or control” shall mean a change of more than 49% of the stock or equitable ownership of the Developer. Any sale of the Property or agreement for the sale, transfer, or assignment of control or ownership of the Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

Section 12.28. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 12.29. Independence of Action. It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 12.30. Limited Recourse. No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 12.31. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 12.32. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 12.33. No Acceleration. All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 12.34. Conditions Precedent. This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement.

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

[Signature Page Immediately Follows]

CITY OF ANGLETON, TEXAS

By: _____
Jason Perez, Mayor

Date: _____

ATTEST

By: _____
Frances Aguilar, City Secretary

Date: _____

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This instrument was acknowledged before me on _____, 2022, by
Jason Perez, Mayor of the City Angleton, Texas.

Notary Public, State of Texas

DEVELOPER

TEJAS-ANGLETON DEVELOPMENT, L.L.C.
a Texas Limited Liability Company

Wayne L. Rea, II

Title: Manager

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2025, by Wayne L. Rea, II, of TEJAS-ANGLETON DEVELOPMENT, L.L.C., a Texas Limited Liability Company, on behalf of said entity.

Notary Public, State of Texas

EXHIBIT "A"
THE PROPERTY

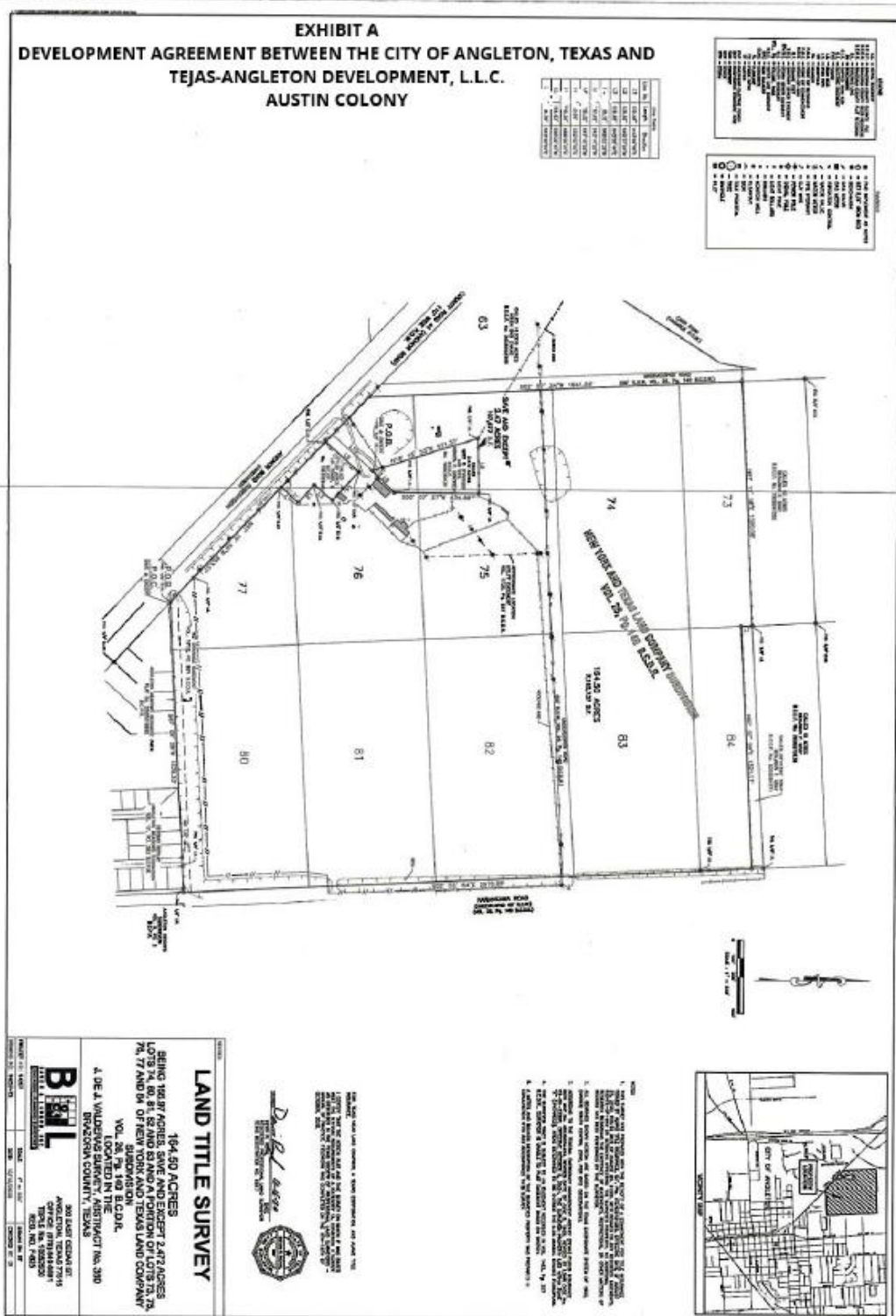
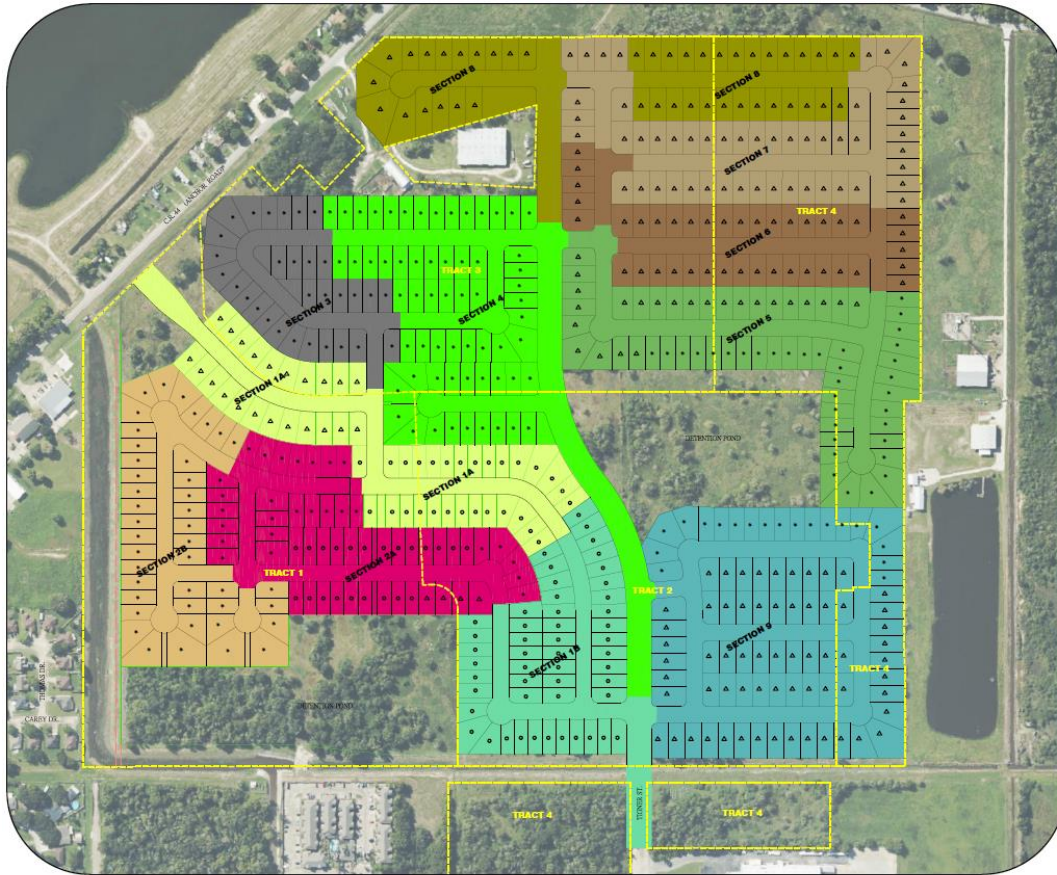


EXHIBIT "B"
LAND PLAN
(SECTION 9 SINGLE-FAMILY)



LOT SUMMARY

	SECTION 1A 31 LOTS 24-30, 22-30
	SECTION 1B 30 LOTS 30-37
	SECTION 2A 31 LOTS 23-30, 27-35, 4-30
	SECTION 2B 42 LOTS 4-37
	SECTION 3 30 LOTS 30-35
	SECTION 4 61 LOTS 6-37
	SECTION 5 39 LOTS 35-37, 24-30
	SECTION 6 40 LOTS 40-47
	SECTION 7 30 LOTS 30-37
	SECTION 8 43 LOTS 4-37
	SECTION 9 33 LOTS 19-35, 04-30

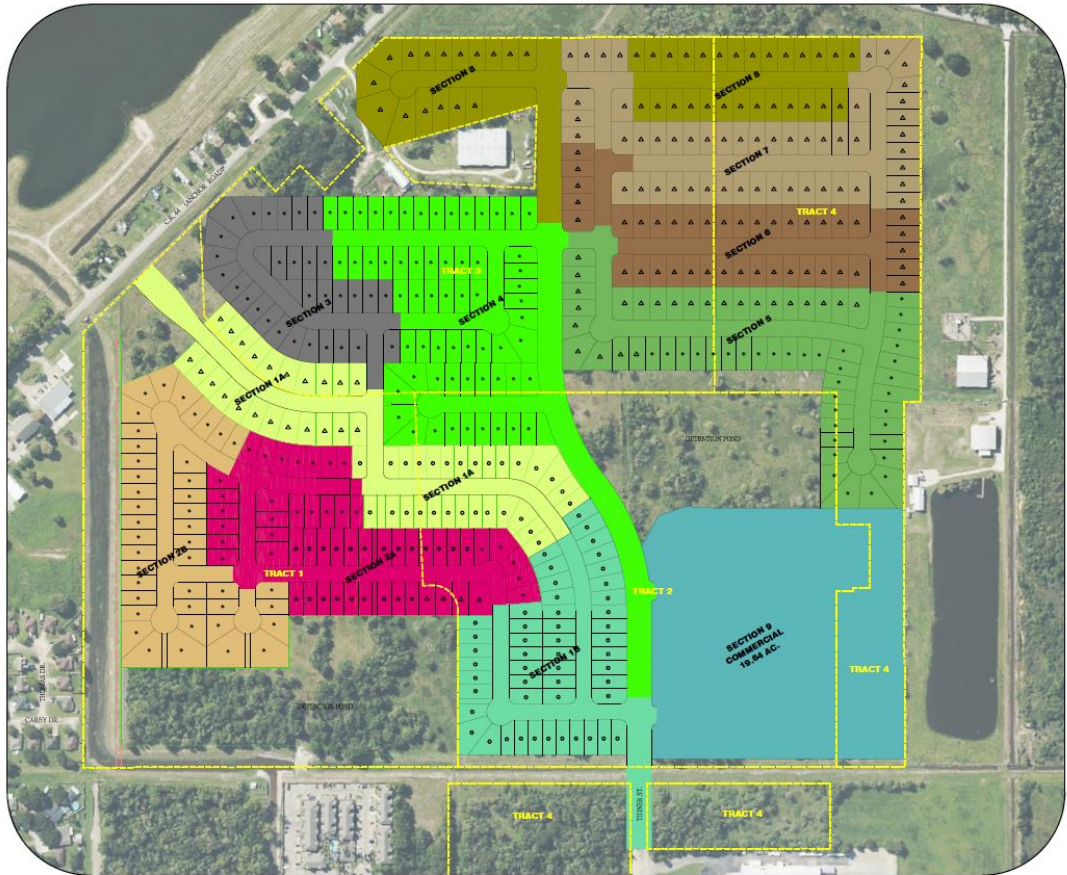
○ 30 LOTS
 ● 35 LOTS
 ▲ 60 LOTS

TOTAL LOTS	561
100 - 30 LOTS	
214 - 35 LOTS	
247 - 60 LOTS	

EXHIBIT 6 RESIDENTIAL
Austin Colony
Subdivision
 164.50 ACRES OF LAND



EXHIBIT "B-1"
LAND PLAN
(SECTION 9 COMMERCIAL)



DATE: 03/03/25



LOT SUMMARY

- SECTION 1A
30 LOTS
28-57, 22-40
- SECTION 1B
30 LOTS
30-57
- SECTION 2A
37 LOTS
22-57, 27-57, 4-60
- SECTION 2B
42-57
- SECTION 3
30 LOTS
30-57
- SECTION 4
61 LOTS
6-57
- SECTION 5
31 LOTS
33-57, 34-60
- SECTION 6
40 LOTS
40-57
- SECTION 7
30 LOTS
30-57
- SECTION 8
43-57
- SECTION 9
COMMERCIAL
RESERVE

- 50' LOTS
- ★ 55' LOTS
- △ 60' LOTS

TOTAL LOTS
478

100 - 50' LOTS
 195 - 55' LOTS
 183 - 60' LOTS

EXHIBIT 6 COMMERCIAL
Austin Colony
Subdivision
 164.50 ACRES OF LAND



EXHIBIT "C"
CAPACITY ACQUISITION FEE MEMO



Memo

Date: Friday, May 20, 2022

Project: Austin Colony Subdivision (Tigner Tract) (Revised – 540 Lots)

To: Walter Reeves, Director of Development Services

From: John Peterson, PE, CFM

Subject: Water and Wastewater Capacity Acquisition Fee

The City of Angleton has coordinated with a Developer for the proposed subdivision at Austin Colony, along Anchor Road (CR 44) to the east of Highway 288. The proposed development consists of 540 single-family residences on approximately 166 acres and is currently planned to be a phased development. Based on this information and using the planning criteria for water demand and sewer loading from the utility master plan, below is the summary of the assumptions, analysis and model results.

Capacity Verification

- Water Demand
 - Average Daily Demand (ADD): 300 gallons per day per connection, $540 \times 300 = 162,000$ gpd or 112.50 gpm
 - Max Daily Demand (MDD): $1.7 \times \text{ADD} = 191.25$ gpm
 - Peak Hour Demand (PHD): $1.25 \times \text{MDD} = 239.06$ gpm
- Water Model Run
 - There are two existing water mains located in the vicinity of the proposed subdivision (see Exhibit #1). One is a 12" water main that runs along the north side of Anchor Road, that will be required to be extended northwest along CR 44 to and across the property in order to service the subdivision. The second is a 10" water main that runs along the north side of Tigner Road that will also be required to be extended to the west to serve as a second point of connection for the proposed subdivision. It is currently assumed that the proposed development will make connections to both of these water mains in order to create a looped system within the subdivision.
 - **The existing model was run for the scenario above. The model shows that there is sufficient pressure and fire flow when the systems are looped together (See Exhibit #2).**
- Wastewater Flows
 - Average Daily Flow (ADF): 255 gallons per day per connection, $540 \times 255 = 137,700$ gpd or 95.63 gpm
 - Peak Hour Wet Weather Flow (PWF): $4 \times \text{ADF} = 382.50$ gpm
- Wastewater Model Run
 - The existing model was run for PWF scenario, which uses a peaking factor of 4.

- There is an existing 24" sewer main along the western boundary of the proposed subdivision that has available capacity at that location. For the wastewater assessment, it was assumed that the wastewater loading for the subdivision will discharge into the City's collection system near the unimproved western portion of Tigner Street.
- This 24" gravity sewer main continues south and discharges into Lift Station No. 7 (N Kaysie Lift Station).
- The Lift Station No. 7 then pumps wastewater through an 18" force main directly to the Oyster Creek WWTP along Sebesta Road.

Capacity Acquisition Fee:

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

- Water Service
 - The City has adopted a flat fee of \$536.70 per ESU for water service throughout the City.
- Wastewater Service
 - Total Capacity of 24" Sanitary Sewer set at TCEQ minimum slope is 2,871 gpm
 - Percentage utilization of 24" gravity sanitary sewer for Austin Colony is 13% (peak flow)
 - Total Capacity of 36" Sanitary Sewer set at TCEQ minimum slope is 6,348 gpm
 - Percentage utilization of 36" gravity sanitary sewer for Austin Colony is 6% (peak flow)
 - Total Firm Capacity (assumed) of LS No. 7 is 2,380 gpm
 - Based on the assumed capacity of the lift station, the percent utilization of LS No. 7 pumping capacity and 18" force main for Austin Colony is 16% (peak flow)
 - Fee for sewer service is \$850.55 per ESU

Therefore, the combined cost per ESU (water and wastewater) will be approximately \$1,387.25. The total fee for the projected 540 homes for Austin Colony is approximately \$749,115.00. It is noted that any changes in the projected number of ESUs will need to be updated accordingly in the CAF review. Additionally, proposed ESUs for clubhouses or pools were not considered and shall be included accordingly in the total ESU projection for the proposed Austin Colony Subdivision.

ATTACHMENTS

Appendix A – Capacity Acquisition Fee Calculations

Exhibit 1 – Water Model System Map (Before Development – Available Fire Flow and Pressure)

Exhibit 2 – Water Model System Map (After Development – Available Fire Flow and Pressure)

Exhibit 3 – Wastewater System Map (Austin Colony Subdivision Sanitary Sewer Trace)

APPENDIX A - PROPOSED COST PER CONNECTION

Water Plants								
Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 300 gpd)
Henderson Water Plant								
1 MG GST	\$ 2,000,000	1988	4519	\$ 825,992	1	\$ 825,992		
750 gpm pumps	\$ 51,250	2006	7751	\$ 36,304	2	\$ 72,608		
850 gpm pumps	\$ 51,250	2010	8802	\$ 41,227	3	\$ 123,680		
Total Henderson Water Plant						\$ 1,022,280	3,672,000	\$83.52
Chenango Water Plant								
1 MG GST	\$ 2,000,000	1953	600	\$ 109,669	1	\$ 109,669		
850 gpm pumps	\$ 51,250	2005	7446	\$ 34,875	3	\$ 104,626		
Total Chenango Water Plant						\$ 214,296	3,672,000	\$17.51
Jamison Water Plant								
450k GST	\$ 987,500	2009	8570	\$ 773,430	1	\$ 773,430		
850 gpm pumps	\$ 51,250	2015	10035	\$ 47,002	3	\$ 141,005		
10k Hydro Tanks	\$ 77,500	2009	8570	\$ 60,700	2	\$ 121,399		
Total Jamison Water Plant						\$ 1,035,835	3,672,000	\$84.63
Water Well #11	\$ 1,062,500	1985	4195	\$ 407,347	1	\$ 407,347	1,224,000	\$99.84
Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	¹ Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 200 gpd)
Northside EST	\$ 2,000,000	1961	847	\$ 154,816	1	\$ 154,816	500,000	\$61.93
Southside EST	\$ 2,000,000	1977	2576	\$ 470,846	1	\$ 470,846	500,000	\$188.34
¹ Total Cost Per Connection for Water Purchased From Brazosport Water Authority (BWA)								\$0.94
² Total Estimated Cost Per Water Connection								\$536.70

Wastewater Plants								
Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	³ Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 255 gpd)
Oyster Creek Sanitary Sewer Treatment Plant	\$ 36,000,000	1980	3237	\$ 10,163,265	1	\$ 10,163,265	3,600,000	\$ 719.90

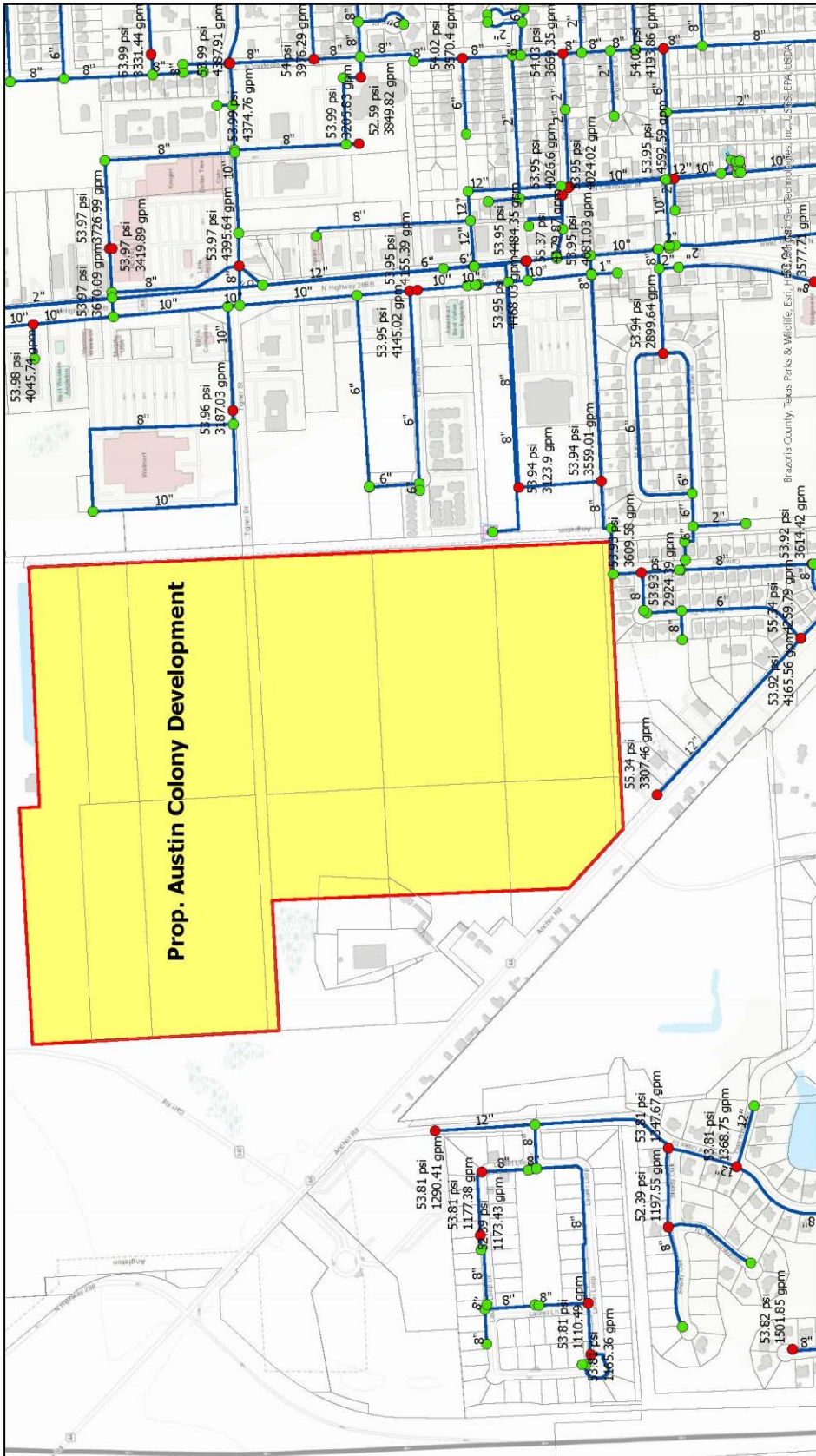
Wastewater Infrastructure									
Asset Name	Current Construction Cost Estimate	Est. Year Constructed	ENR Value for Construction Year	³ Estimated Construction Cost in Year of Construction	% of Capacity	Total Estimated Construction Cost	Development ESU's	Cost per ESU (1 ESU = 255 gpd)	
Gravity Sewer									
24" Main (2,740 feet)	\$ 753,500	1970	1381	\$ 90,754	13%	\$ 12,092	540	\$ 22.39	
36" Main (390 feet)	\$ 165,750	1970	1381	\$ 19,963	6%	\$ 1,203		\$ 2.23	
Total Gravity Sewer						\$ 13,294		\$ 24.62	
Force Main									
18" Force Main (12,300 feet)	\$ 1,807,900	1970	1381	\$ 217,749	16%	\$ 34,995		\$ 64.81	
Total Force Main						\$ 34,995	\$ 64.81		
Lift Station									
No. 7	\$ 1,150,000	1970	1381	\$ 138,510	16%	\$ 22,260	\$ 41.22		
Total Lift Station						\$ 22,260	\$ 41.22		
Total Wastewater Infrastructure						\$ 70,550		\$ 130.65	

Total Estimated Cost Per Wastewater Connection								\$850.55
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¹ The City purchases approximately 1.8 MGD from BWA which is provided at a rate of \$3.12 per 1,000 gallons. Therefore, one (1) ESU or 300 gallons, is approximately \$0.94.

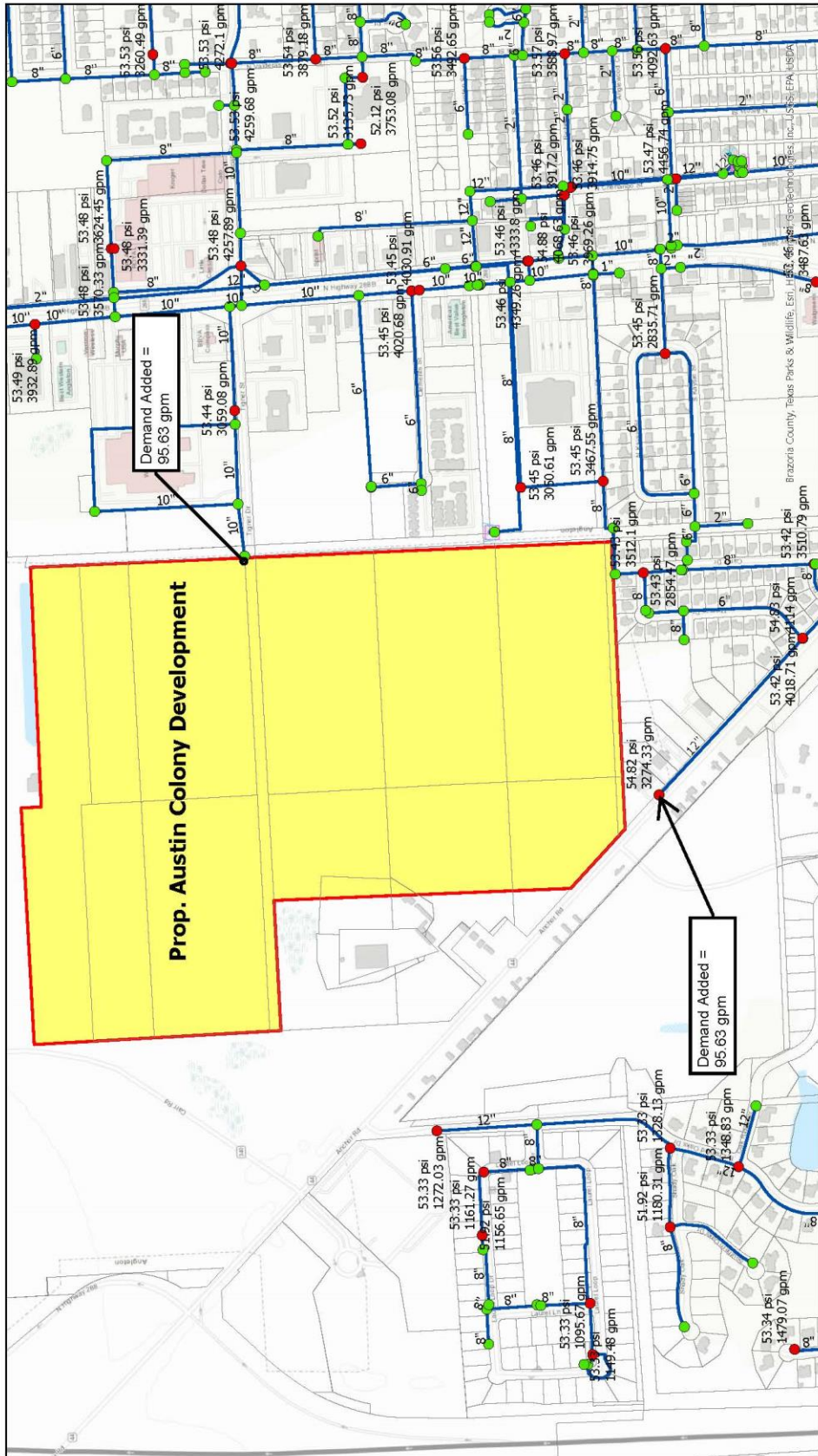
² The cost shown is the adopted flat fee per ESU for water service.

³ The cost shown is taken by dividing the current construction cost estimate by the 2020 ENR Value of 11466.



City of Angleton, Texas - Water System Modeling
Austin Colony Development - Existing System Pressure and Available Fire Flow





Austin Colony Development - Post Development System Pressure and Available Fire Flow



1 inch equals 500 feet
0 250 500 1,000 Feet

EXHIBIT “D”**PID PETITION****PETITION FOR CREATION OF****AUSTIN’S COLONY PUBLIC IMPROVEMENT DISTRICT**

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

COMES NOW Leah Tigner, as Independent Executrix of the Estate of John Hughes Tigner, III, Deceased, and Williams Marshall Tigner, II and Tiffany Aleece Tigner Schlensker with a reservation of Life Estate of Williams Marshall Tigner, (“Owners”), the owners of a parcel or parcels of taxable real property, and pursuant to Section 372.005 of the Texas Local Government Code (the “Act”), who hereby petition the City of Angleton, Texas (“City”), to conduct a hearing on this Petition and to create a Public Improvement District pursuant to Chapter 372, Texas Local Government Code, as amended, to be known as “Austin’s Colony Public Improvement District” (the “District”). In support of same, Owners would respectfully show the following:

I.

The boundaries of the proposed District are set forth in Exhibit “A” attached hereto and incorporated by reference herein.

II.

The general nature of the proposed public improvements (the “Improvements”) are: (i) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (ii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iii) landscaping; (iv) the establishment or improvement of parks; (v) erection of fountains, distinctive lighting, and signs; (vi) projects similar to those listed in (i)-(v); (vii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (viii) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (ix) payment of expenses incurred in the establishment, administration, and operation of the District, including the costs of financing the public improvements listed above.

III.

The estimated total cost of the proposed Improvements is \$31,250,000.00.

IV.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those public

Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those public Improvements (including interest).

V.

All of the cost of the proposed Improvements shall be apportioned to and paid by assessment of the property within the District. The City will pay none of the costs of the proposed Improvements. Any remaining costs of the proposed Improvements will be paid from sources other than assessment of the property within the District.

VI.

The management of the District will be by the City with the assistance of a third-party administrator hired by the City and paid as part of the annual administrative cost of the District.

VII.

The persons or entities (through authorized representatives) signing this Petition request the establishment of the District.

VIII.

It is proposed that an advisory body not be established to develop and recommend an improvement plan to the governing body of the City.

IX.

The persons or entities (through authorized representatives) signing this Petition are also owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and the record owners of real property liable for assessment under the proposal who: (a) constitute more than fifty percent (50%) of all record owners of property that are liable for assessment under the proposal, and (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

X.

This Petition will be filed with the City Secretary, City of Angleton, Texas.

XI.

This Petition may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts will collectively constitute one Petition.

EXHIBIT A

PETITION FOR CREATION OF

AUSTIN'S COLONY PUBLIC IMPROVEMENT DISTRICT

Being a tract of land containing 164.50 acres (7,165,737 square feet), located within J. De J Valderas Survey, Abstract Number (No.) 380, in Brazoria County, Texas; Said 164.50 acre tract being all of Lots 74, 80, 81, 82 and 83 and a portion of Lots 73, 75, 76, 77 and 84 of the New York and Texas Land Company Subdivision recorded under Volume (Vol.) 26, Page 140 of the Brazoria County Deed Records (B.C.D.R.), being a 166.97 acre tract save and except a 2.472 acre tract recorded in the name of Thomas H. Journeay and Elizabeth Journeay under Brazoria County Clerk's File (B.C.C.F.) No. 2014047617; Said 164.50 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

Overall 166.97 acre tract:

BEGINNING at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.), for the southwest corner of the herein described tract;

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 853.57 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the south corner of a called 1.50 acre tract recorded in the name of Williams M. Tigner, II under B.C.C.F. No. 2019055977, for an angle point of the herein described tract;

THENCE, with the easterly lines of said 1.50 acre tract the following four (4) courses:

1. North 43 degrees 09 minutes 58 seconds East, at a distance of 1.35 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 122.66 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;
2. North 49 degrees 37 minutes 04 seconds West, a distance of 128.89 feet to a 1/2-inch iron rod with cap found for an angle point;
3. North 42 degrees 06 minutes 44 seconds East, a distance of 126.66 feet to a 1/2-inch iron rod with cap found for an interior corner of the herein described tract;
4. North 49 degrees 03 minutes 29 seconds West, a distance of 208.32 feet to a 1/2-inch iron rod with cap found at the north corner of said 1.50 acre tract, for an interior corner of the herein described tract;

THENCE, with the northwest line of said 1.50 acre tract, South 43 degrees 14 minutes 22 seconds West, at a distance of 235.10 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 237.02 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the northeast R.O.W. line of said Anchor Road, at the west corner of said 1.50 acre tract, for an angle point;

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 329.32 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the east line of an undeveloped road (sixty feet wide per Vol. 26, Page 140 B.C.D.R.) on the west line of said Lot 76, for the southwest corner of the herein described tract;

THENCE, with the east line of said undeveloped road and the west lines of said Lots 76, 75, 74 and 73, North 02 degrees 57 minutes 24 seconds West, a distance of 1,941.54 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of a called 10 acre tract recorded in the name of Benjamin F. Gray under B.C.C.F. No. 1999047350, for the northwest corner of the herein described tract;

THENCE, with the south line of said 10 acre tract, North 87 degrees 11 minutes 18 seconds East, a distance of 1,320.08 feet to a 5/8-inch iron rod found at southwest corner of a called 10 acre tract recorded in the name of Benjamin F. Gray under B.C.C.F. No. 2006070636, at the southeast corner of said 10 acre tract recorded in B.C.C.F. No. 1999047350, for the northwest corner of a 60' X 1,320' strip recorded in the name of Benjamin F. Gray under B.C.C.F. No. 2003054771, for an angle point;

THENCE, with the west line of said a 60' X 1,320' strip, South 02 degrees 52 minutes 02 seconds East, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of said a 60' X 1,320' strip, for an interior corner of the herein described tract;

THENCE, with the south line of said a 60' X 1,320' strip, North 87 degrees 07 minutes 58 seconds East, a distance of 1,321.11 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the west line of Karankawa Road (undeveloped sixty feet wide per Vol. 26, page 140 B.C.D.R.), at the southeast corner of said a 60' X 1,320' strip, for the northeast corner of the herein described tract;

THENCE, with the west R.O.W. line of said Karankawa Road, being the east line of Lots 84, 83, 82, 81 and 80, South 02 degrees 52 minutes 54 seconds East, a distance of 2,970.25 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the northeast corner of a twenty-foot drainage easement dedicated by the Second Replat of Angleton Meadows Subdivision recorded under Vol. 17, Page 263 of the B.C.P.R., for the southeast corner of said Lot 80 and the herein described tract;

THENCE, with the north line of said Angleton Meadows Subdivision and Angleton Meadows Business Park, and the south lines of said Lots 80 and 77, South 87 degrees 09 minutes 29 seconds West, a distance of 1,575.33 feet to the **POINT OF BEGINNING** and containing 166.97 acres of land.

SAVE AND EXCEPT 2.47 ACRES:

COMMENCING at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.);

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 1,245.66 feet to an angle point;

THENCE, through and across said Lot 76 the following five (5) courses:

1. North 42 degrees 49 minutes 04 seconds East, a distance of 284.35 feet to a 5/8-inch iron rod found for the south corner and **POINT OF BEGINNING** of the herein described tract;
2. North 18 degrees 16 minutes 53 seconds West, a distance of 571.37 feet to a 5/8-inch iron rod found at the northwest corner of the herein described tract;
3. North 88 degrees 50 minutes 27 seconds East, a distance of 299.56 feet to a 5/8-inch iron rod found at the northeast corner of the herein described tract;
4. South 00 degrees 07 minutes 27 seconds West, a distance of 434.88 feet to a 5/8-inch iron rod found at the southeast corner of the herein described tract;
5. South 46 degrees 22 minutes 47 seconds West, a distance of 164.83 feet to the **POINT OF BEGINNING** and containing 2.47 acres of land.

OVERALL: 166.97 ACRES

SAVE AND EXCEPT: 2.47 ACRES

TOTAL: 164.50 ACRES

EXHIBIT E

PUBLIC IMPROVEMENTS TO BE CONSTRUCTED WITH PID FUNDS

The Public Improvements and costs set forth below are estimates and final Public Improvements and costs shall be as set forth in the applicable Service and Assessment Plan. The Service and Assessment Plan will also include costs of issuance for the PID Bonds.

EXHIBIT F

CONSENT AND AGREEMENT OF LANDOWNERS

This Consent and Agreement of Landowner is issued by _____, as the landowner (the “Landowner”) who holds record title to all property located within The Austin Colony (PID No. 3) Public Improvement District (the “PID”) created by the City of Angleton pursuant to a petition of Landowner. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City’s ordinance levying assessments on property within the PID, dated _____, 20__, including the Service and Assessment Plan and Assessment Roll attached thereto (the “Assessment Ordinance”). [TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PID]

Landowner hereby declare and confirm that they hold record title to all property in the PID which are subject to the Assessment Ordinances, as set forth on Exhibit A. Further, Landowner hereby ratifies, declares, consents to, affirms, agrees to and confirms each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Public Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll.
5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowners, regardless of whether such Landowners may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.
8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.

9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowners hereby waive any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.
12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Harris County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.
13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.
14. There are no Parcels owned by the Landowners within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.
15. Each Parcel owned by the Landowners identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of _____, 20__.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 20[___].

By:

COUNTY OF HARRIS §
 §

This instrument was acknowledged before me on the _____ day of _____, 20____ by _____, as, _____ company on behalf of said company.

Notary Public, State of Texas

EXHIBIT G**FORM OF PAYMENT CERTIFICATE**

PAYMENT CERTIFICATE NO. _____

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the "Indenture") relating to the "City of Angleton, Texas, Special Assessment Revenue Bonds, Series 20__ (The Austin Colony (PID No. 3) Public Improvement District Project)" (the "Bonds"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the _____, Texas _____ (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Public Improvement Account of the Project Fund

from _____, N.A., (the "Trustee"), in the amount of _____ (\$_____) for the reimbursement of the costs of labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the Austin Colony (PID No. 3) Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Public Assessments it owes or an entity the Developer controls owes, located in the Austin Colony (PID No. 3) Public Improvement District and has no outstanding delinquencies for such Public Assessments.
6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Public Improvements referenced below has been completed, and the City has inspected and accepted such Public Improvements.

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Public Improvement	Total Cost Public Improvement	Budgeted Cost of Public Improvement	Amount requested be paid from the Public Improvement Account	Amount requested to be paid from the Developer Improvement Account

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations and has accepted such Public Improvements.

Payments requested hereunder shall be made to the Developer as directed below:

- a. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer as directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account	Amount to be paid by Trustee from Developer Improvement Account
\$ _____	\$ _____	\$ _____

CITY OF ANGLETON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT H

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____, (the “Developer”) and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from _____, (the “Trustee”) in the amount of _____ DOLLARS (\$_____) for costs incurred in the establishment, administration, and operation of the Austin Colony (PID No. 3) Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made to the Developer as directed below:

- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____ , _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account	Amount to be paid by Trustee from Improvement Account
\$ _____	\$ _____	\$ _____

CITY OF ANGLETON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT I**HOME OR PROPERTY BUYER DISCLOSURE PROGRAM**

The Developer (as defined in the Service and Assessment Plan) for the Austin Colony (PID No. 3) Public Improvement District (the "PID") shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer's contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the homebuilders or cause the homebuilders to notify settlement companies that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.

The Developer shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

EXHIBIT J

AMENITIES

- Entry monument, playground with equipment, planted, aerated; to be completed with Section 1.
- Austin Colony Blvd., perimeter fencing fronting CR44/Anchor Road, and Tigner Street will have premium wooden privacy fence with vegetation, irrigation and lighting
- reflective pond at Tigner Street / Austin Colony Blvd.

AUSTIN COLONY
AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BETWEEN
TEJAS-ANGLETON DEVELOPMENT, L.L.C.
AND
THE CITY OF ANGLETON, TEXAS
Dated: ~~_____~~ March 11, 2022 ~~2022~~ 2025

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AMENDED AND RESTATED
DEVELOPMENT AGREEMENT BETWEEN
CITY OF ANGLETON, TEXAS AND TEJAS-ANGLETON DEVELOPMENT, L.L.C.

This Development Agreement (this “Agreement”) is made and entered into by the City of Angleton, Texas (the “City”), a home-rule municipality in Brazoria County, Texas, acting by and through its governing body, the City Council of the City of Angleton, Texas, and Tejas-Angleton Development, L.L.C., a Texas limited liability company (“Developer”).

RECITALS

RECITALS

WHEREAS, Developer ~~owns or is under contract to purchase~~ is the owner of approximately 164.5 acres of land located within the corporate ~~boundaries~~ limits of the City, and more particularly described on Exhibit “A” ~~attached and incorporated herein by reference~~; (the “Property”) to Ordinance 20230110-009 attached and incorporated herein as Exhibit “AA”; and

~~WHEREAS, in order to incentivize the development of the Property and encourage and support economic development within the City and to promote employment, the City desires to facilitate the development of the Property through the financing of certain public infrastructure (the “Public Improvements” as defined herein) and constructing additional public improvements within the Property; and~~

WHEREAS, the City Council approved the Development Agreement, dated June 14, 2022 concerning the development of 164.5 acres located in the City on the north side of Anchor Road (CR 44) approximately 2,000 feet northwest of W. Wilkins Street; and

WHEREAS, Developer plans a mixed-use development with single-family homes and a commercial/retail development to be known as Austin Colony, (the “Project”) as depicted on the Land Plan of Austin Colony attached hereto as Exhibit “B” to Ordinance 20230110-009 (Exhibit “AA”) and incorporated herein by ~~referenced~~ reference (the “Land Plan”); and

~~WHEREAS, Section 7 of Austin Colony shall be developed with approximately fifty five (55) single-family residential lots if Developer has not sold or developed for commercial purposes the Property included in Section 7 for commercial/retail development within six (6) years from the date of issuance of the first building permit in the project; and~~

~~WHEREAS, City has approved and adopted an ordinance to zone the Property pursuant to Chapter 28 Zoning, Article III Zoning Districts, Section 28-62, Planned Development Overlay District (“Ordinance”) subject to this Agreement, which will govern and permit the development of the Project in accordance with the Land Plan; and~~

~~WHEREAS, City adopted a PID Policy on July 13, 2021 setting forth required steps, payments and obligations to be satisfied by the Developer in order to petition for a Public Improvement District;~~

~~WHEREAS, the City has approved and adopted Resolution No. 20210824-024 authorizing the establishment of the Austin Colony Public Improvement District following review of a PID petition, and consideration by the City, and a component of the PID Policy; and~~ said Property presently has a zoning classification of Planned Development (PD) District No. 3 pursuant to Ordinance Number 20210810-008 and Ordinance 20220222-016 portions of which were revised and repealed by the City Council adoption of Ordinance 20230110-009 on January 24, 2023; and

~~WHEREAS, the City recognizes that financing of the Public Improvements confers a special benefit to the Property within the PID; and~~

~~WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), adopt the Assessment Ordinance (as defined herein) and adopt the SAPs (as defined herein) which provide for the construction, and financing of the Public Improvements pursuant to the Service and Assessment Plan (“SAP”), payable in whole or in part by and from Assessments levied against property within the PID (whether through a cash reimbursement or through an issuance of PID Bonds); and~~ and Developer desire to modify and amend the Development Agreement as set forth in this First Amendment to include provisions that include revisions to the Land Plan authorized and adopted pursuant to Ordinance No. 20230110-009 more particularly described on Exhibit “AA” attached to this First Amendment.

~~WHEREAS, upon the satisfaction of the conditions and in accordance with the terms set forth in this Agreement,~~ the City intends to levy Assessments on all benefitted property ~~located within the PID and issue PID Bonds (as defined herein) up to a maximum aggregate principal amount of \$30,000,000.00~~ 31,250,000 ~~for payment or reimbursement of the Public Improvements included in the SAP; and~~

~~WHEREAS the payment and reimbursement for the Public Improvements shall be solely from the installment payments of Assessments and/or proceeds of the PID Bonds and the City shall never be responsible for the payment of the Public Improvements or the PID Bonds from its general fund or its ad valorem tax collections, past or future or any other source of City revenue or any assets of the City of whatsoever nature; and~~

~~WHEREAS, the City recognizes the positive impact that the construction and installation of the Public Improvements for the PID will bring to the City and will promote state and local economic development; to stimulate business and commercial activity in the City; for the development and diversification of the economy of the State; development and expansion of commerce in the State, and elimination of employment or underemployment in the State;~~

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

~~WHEREAS, the City and the Developer are proceeding in reliance on the enforceability of this Agreement; and~~

~~WHEREAS, the City is authorized by the Constitution and laws of the State of Texas to enter into this Agreement.~~

~~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 hereby agree as follows:

Definitions

The terms “*Agreement*”, “*City*”, “*Developer*”, “*Austin Colony*”, “*Project*”, “*Land Plan*” shall have the meanings provided in the recitals above, however “*Property*” is further defined as 164.5 acres of land described in **Exhibit “A”**. Except as may be otherwise defined, or the context clearly requires otherwise, the following terms and phrases used in this Agreement shall the meanings as follows:

“*Affiliates*” means any other person directly controlling, directly controlled by, or under direct common control with the Developer. As used in this definition, the term “*control*,” “*controlling*,” or “*controlled by*” shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

“*Appraisal*” means an appraisal of the property to be assessed in the PID by a licensed Member Appraisal Institute (MAI) Appraiser, such Appraisal to include as-complete improvements, including the Public Improvements to be financed in part with PID Bonds (i.e., “as-complete”) and the construction and installation of the Private Improvements, necessary to get a Final Lot Value.

“*Assessed Property*” means any lot or parcel within the PID against which an Assessment is levied.

“*Assessment Ordinance*” means one or more of the City’s ordinances approving a Service and Assessment Plan and levying Assessments on the benefitted Property within each Section of the PID.

“*Assessments*” means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PID for the purpose of paying the costs of the Public Improvements, which Assessments shall be structured to be amortized over 30 years, including interest, all as set forth in or modified by the Service and Assessment Plan.

“*Assessment Revenues*” means the revenues received by the City from the Assessments levied within each Section of the PID.

“Business Day” means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City, or any national holiday observed by the City.

“City” means the City of Angleton, Texas.

“City Regulations” mean provisions of the City’s Code of Ordinances, ordinances not codified, design standards, uniform and international building and construction codes, and other policies duly adopted by the City, which shall be applied to the Development, including zoning and the Development Ordinances.

“City Representative” means the City Manager or their designee.

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

“Effective Date” means June 14, 2022.

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

“Construction Agreements” mean the contracts for the construction of the Public Improvements.

“Cost Overruns” means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP(s) plus the Developer Cash Contribution.

“Cost Underruns” means Public Improvement Project Costs that are less than the budgeted cost set forth in the Service and Assessment Plans.

“Development Ordinances” means those regulations, policies, procedures and ordinances adopted by the City that are applicable to the Property, including Chapter 23 *Land Development Code* (“LDC”), and Chapter 28 *Zoning*, Code of Ordinances of the City of Angleton, Texas, and including any future amendments or changes.

“Developer” means Tejas-Angleton Development L.L.C., a Texas limited liability company, and its successors and permitted assigns.

“Developer Cash Contribution” means that portion of the Public Improvement Project Costs that the Developer is contributing to initially fund the Public Improvements for each series of PID Bonds, as set forth in the Service and Assessment Plan.

“Development” means that single-family residential development consisting of approximately 164.5 acres to be developed and constructed on the Property pursuant to the Development Ordinances, Development Standards and City Regulations.

“Development Standards” means those standards of the City set forth in Development Ordinances.

“Final Lot Value” means the developed lot values established by an Appraisal.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) pandemics (only to the extent residential construction is halted or prohibited by order of a Governmental Authority), wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; and (f) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (g) economic hardship; (h) changes in market condition; (i) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (j) weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (k) the occurrence of any manpower, material or equipment shortages except as such shortages are related to a shutdown or other order by a Governmental Authority; or (l) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the Project Improvement and Public Improvements.

“Improvement Area A” consists of ~~Section 1, Section~~Sections 1A ~~and Section 2 of the Development, 1B, 2A, 2B.~~

“Improvement Area B” consists of ~~Section~~Sections 3 ~~and Section,~~ 4, 5.

“Improvement Area C” consists of ~~Section 5, Section 6 and Section 7 of the Development~~Sections 6, 7, 8 and 9, if Section 9 is developed into single-family residential lots.

~~“Improvement Area A Public Improvement Financing Date” means the date the City either (i) approves a bond purchase agreement and sells the first series of PID Bonds for Sections 1, 1A and 2 of the Property, or (ii) levies an Assessment on Sections 1, 1A and 2 of the Property and enters into a Reimbursement Agreement, such date to be no later than January 1, 2023 which date may be extended by written agreement of the Developer and the City.~~

~~“Improvement Area B Public Improvement Financing Date” means the date the City either (i) approves a bond purchase agreement and sells the first series of PID Bonds for Sections 3 and 4~~

~~of the Property, or (ii) levies an Assessment on Sections 3 and 4 of the Property and enters into a Reimbursement Agreement, such date to be no later than January 1, 2025 which date may be extended by written agreement of the Developer and the City.~~

~~Improvement Area C Public Improvement Financing Date” means the date the City either (i) approves a bond purchase agreement and sells the first series of PID Bonds for Sections 5,6, and 7 of the Property, or (ii) levies an Assessment on Sections 5,6, and 7 of the Property and enters into a Reimbursement Agreement, such date to be no later than January 1 2027 which date may be extended by written agreement of the Developer and the City.~~

“Land Plan” are the concept plans attached as Exhibit B and B-1 to this Agreement. Exhibit B shall be the Land Plan if Section 9 is developed as a single-family residential section. Exhibit B-1 shall be the Land Plan if Section 9 is developed as a commercial section.

“Net Bond Proceeds” means the proceeds of the PID Bonds issued pursuant to Section 1.02, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund for such PID Bonds.

“Parties” or “Party” means the City and the Developer as parties to this Agreement.

“Payment Certificate” means a Payment Certificate as set forth in Section 9.03, the form of which is attached as Exhibit G.

“Section” means a Section of development of the Property. The Development will consist of eight (8) Sections.

“Phasing Plan” means that plan for the development of the Property in Sections as set forth in the Land Plan set forth in Exhibit B.

“Section 1A” means the ~~first~~ Section of development in Improvement Area A of the PID, ~~consisting of 100~~ that consists of 50 single family lots, as depicted on the Land Plan.

“Section ~~1A~~1B” means the Section of development in Improvement Area A of the PID that consists of 50 single family lots, as depicted on the Land Plan.

“Section 2A” means the Section of development in Improvement Area A of the PID, consisting of 53 single family lots, as depicted on the Land Plan.

“Section ~~2B~~” means the ~~second~~ Section of development in Improvement Area ~~B~~A of the PID, consisting of ~~55~~42 single family lots, as depicted on the Land Plan.

“Section 3” means the ~~third~~ Section of development in Improvement Area B of the PID, consisting of ~~11~~31 single family lots, as depicted on the Land Plan.

“Section 4” means the ~~third~~ Section of development in Improvement Area B of the PID, consisting of ~~6661~~ single family lots, as depicted on the Land Plan.

“Section 5” means the ~~third~~ Section of development in Improvement Area B of the PID, consisting of ~~8562~~ single family lots, as depicted on the Land Plan.

“Section “6” means the ~~third~~ Section of development in Improvement Area C of the PID, consisting of approximately ~~1641~~ single family lots, as depicted on the Land Plan.

“Section 7” means the ~~third~~ Section of development in in Improvement Area C of the PID, consisting of approximately ~~5450~~ single family lots or of commercial development, as depicted on the Land Plan ~~or as allowed by City Regulations~~.

“Section 8” means the Section of development in in Improvement Area C of the PID, consisting of approximately 43 single family lots or of commercial development, as depicted on the Land Plan.

“Section 9” means the Section of development in in Improvement Area C of the PID, consisting of approximately 54 single family lots as depicted on the Land Plan attached as Exhibit B or of commercial development, as depicted on the Land Plan attached as Exhibit B-1.

“Section 1A and 1B Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Sections 1A and 1B, of the Property, or (ii) levies an assessment on Sections 1A and 1B of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2026 which date may be extended by written agreement of the Developer and the City.

“Section 2A and 2B Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Sections 2A and 2B of the Property, or (ii) levies an assessment on Sections 2A and 2B of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2027 which date may be extended by written agreement of the Developer and the City.

“Section 3 and 4 Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Sections 3 and 4 of the Property, or (ii) levies an assessment on Sections 3 and 4 of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2028 which date may be extended by written agreement of the Developer and the City.

“Section 5 and 6 Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Sections 5 and 6 of the Property, or (ii) levies an assessment on Sections 5 and 6 of the Property and enters

into a Reimbursement Agreement; such date to be no later than January 1, 2029 which date may be extended by written agreement of the Developer and the City.

“Section 7 and 8 Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Sections 7 and 8 of the Property, or (ii) levies an assessment on Sections 7 and 8 of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2030 which date may be extended by written agreement of the Developer and the City.

“Section 9 Public Improvement Financing Date” means the date the City either (i) approves a Bond Purchase Agreement and sells the first of a series of PID Bonds for Section 9 of the Property, or (ii) levies an assessment on Section 9 of the Property and enters into a Reimbursement Agreement; such date to be no later than January 1, 2031 which date may be extended by written agreement of the Developer and the City.

“Parties” or “Party” means the City and the Developer as parties to this Agreement.

“Public Improvement Completion Date” means a date that is no later than twenty-four (24) months after Commencement of Construction for the Public Improvements for each Section.

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

“PID Bonds” means one or more series special assessment revenue bonds issued by the City pursuant to the PID Act for the payment and/or reimbursement of the Public Improvement Project Costs, including bonds issued to fund construction of the Public Improvements, and, if any, issued to reimburse the Developer for a portion of the costs of the Public Improvements, not previously funded with bond proceeds.

“PID” means the Austin Colony (PID No. 5) Public Improvement District created by the City Council pursuant to Resolution No. 20210824-024.

“Plans and Specifications” means the plans and specifications for Public Improvements approved by the City.

“Private Improvements” means those horizontal improvements described in the Plans and Specifications submitted to the City as part of the zoning process, other than the Public Improvements, being constructed in each Section to get to a Final Lot Value.

“Project Fund” means the fund by that name created under each Indenture into which PID Bond Proceeds shall be deposited.

“Property” means approximately 164.5 acres of real property located within the City described in Exhibit A.

“PID Enhancement Fund” means an amount equal to ten per cent (10%) of the total PID value payable to City prior to bond issuance, as referenced in the City of Angleton PID Policy.

“PID Act” means the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

“PID Policy” means the policy adopted by City Council on July 13, 3021 setting forth all requirements Developer must satisfy in order to petition, seek approval and establish a Public Improvement District in the City of Angleton, Texas.

“Public Improvement Project Costs” means the estimated cost of the Public Improvements to be constructed to benefit the land within the PID as set forth in Exhibit E, as may be amended pursuant to this Agreement, such costs to be eligible “project costs,” as defined in the PID Act.

“Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the PID by the Developer to benefit the PID and the Property, which will include improvements described in Exhibit E.

“Reimbursement Agreement(s)” means the agreement(s) between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to reimburse the Developer for a portion of such costs of the Public Improvements from the proceeds of Assessments pursuant to the SAP(s) or from future PID Bond proceeds, if any.

“Reimbursement Cap” means the total amount of reimbursement or payment to the Developer for the Public Improvement Project Costs from any source, including the proceeds of PID Bonds, or Assessment Revenues; such amount shall be no more than \$31,250,000.

“Service and Assessment Plan” or “SAP” means the service and assessment plans drafted pursuant to the PID Act for the PID and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within the PID and sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment

ARTICLE I

PUBLIC IMPROVEMENT DISTRICT

Section 1.01. Creation.

The Developer has submitted a petition to the City to create a PID; such petition contains a list of the Public Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such Public Improvements. Such petition also allows for the City’s levy of Assessments for maintenance purposes and for administration of the PID. Having

accepted the petition, the City held a public hearing to consider the creation of the PID in accordance with the PID Act and approved and adopted Resolution No. 20210824-024 creating the Austin Colony Public Improvement District. Developer is required to pay a mandatory PID Professional Service Fee in the amount of \$50,000 from which professional services incurred necessary for PID creation and assessment levy will be deducted. If such amount is depleted due to professional fees incurred by the City, an additional amount may be required by the City before additional work is performed as described in this Agreement.

Section 1.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of PID Bonds in one or more series (each to coincide with the Developer's phased development of the Property) up to an aggregate principal amount of \$31,250,000 to pay for, reimburse or acquire the Public Improvements benefitting the Property. The Public Improvements to be constructed and funded in connection with the PID Bonds are detailed in Exhibit E, which may be amended from time to time upon approval of the City Representative, and in the Service and Assessment Plan for the PID or any updates thereto. The PID Bond Proceeds from the sale of each series of PID Bonds will be used to pay for, reimburse or acquire the Public Improvements. Notwithstanding the foregoing, the issuance of PID Bonds is a discretionary governmental action by the City Council and subject to its ongoing discretion and decision and is further conditioned upon the adequacy of the bond security and the financial ability and obligation of the Developer to pay the Developer Cash Contribution, if any, and perform its obligations hereunder.

(b) The Developer shall complete all Public Improvements within each Section in the PID and such Public Improvements shall be completed by the applicable Public Improvement Completion Date.

(c) The issuance of PID Bonds is subject to the discretion of the City Council and each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance, if at all.

(d) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

- (i) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed \$31,250,000.
- (ii) The maximum "tax equivalent rate" for the projected annual assessment for each Section shall be no greater than ~~\$0.7073~~1.25 per \$100 of assessed value at the time of the levy of the Assessment on each Section based on the Estimated Build Out Value of each parcel; such rate limit for each Section is determined at the time of the levy of the Assessments applies on an individual Assessed Property basis by Lot Type based on Estimated Build Out Value, as will be set forth in more detail in the Service and Assessment Plan.

- (iii) the total assessment value to lien ratio is at least 3:1 at the time of the levy of assessments and the total assessment value to lien ratio of each series of PID Bonds for each Section is at least 3:1 at the time of the issuance of PID Bonds for each Section; such values shall be confirmed by Appraisal from licensed MAI appraiser.
- (iv) The Developer or its Affiliates shall own all property within a Section of the PID prior to the levy of Assessments for such Section unless the purchaser of such property has executed an agreement or consent with the City agreeing to such Assessments pursuant to Section 1.05 herein.
- (v) Fully Developed and Completed Lots have been delivered or the Developer must provide evidence reasonably acceptable to the City or an executed loan document or private equity, or both, in an amount sufficient to complete any Private Improvements necessary to achieve Fully Developed and Improved Lots.
- (vi) no Event of Default by the Developer has occurred and remains uncured or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement;
- (vii) the Public Improvements for the applicable Section for which the PID Bonds are being issued must have reached Completion of Construction by the Public Improvement Completion Date and have been accepted by the City;
- (viii) The amenities described in Section 2.02 and in Exhibit J within the Section for which PID Bonds are being issued must have begun Commencement of Construction.;

(e) In no event shall the Developer be paid or reimbursed for all Public Improvement Project Costs in an amount in excess of the Reimbursement Cap; and

(f) In no event shall the City issue PID Bonds if the issuance of such PID Bonds is prohibited by Applicable Law or an election is required by Applicable Law.

(g) Any capitalized interest on the PID Bonds shall be for a period of no more than two (2) years.

Section 1.03. Apportionment and Levy of Assessments.

(a) The City intends to levy Assessments on property located within the PID in accordance herewith and with the Service and Assessment Plans (as such plans are amended supplemented or updated from time to time) and the Assessment Ordinances on or before such time as each series of PID Bonds are issued. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

(b) Concurrently with the levy of the Assessments on each Section, the Developer and its Affiliates shall execute and deliver a Landowner Consent in the form attached as Exhibit F for all land owned or controlled by Developer or its Affiliates within such Section, or otherwise evidence consent to the creation of the PID and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Brazoria County. The City shall not levy Assessments on property within the PID without an executed Landowner Consent from each landowner within the PID whose property is being assessed.

Section 1.04. Developer Cash Contribution. At closing on any series of PID Bonds intended to fund construction of Public Improvements that have not already been constructed by the Developer, Developer shall deposit into a designated account with the Trustee under the applicable Indenture a pro-rata amount of the Developer Cash Contribution. If the Public Improvements relating to each series of PID Bonds have already been constructed and the PID Bonds are intended to acquire or reimburse the Public Improvements, then Developer shall not be required to deposit the Developer Cash Contribution as provided in this paragraph for such series. The amount of the Developer Cash Contribution for each series of PID Bonds shall be equal to the difference between the costs of the Public Improvements and the Net Bond Proceeds available to fund such costs of the Public Improvements related to such series of PID Bonds, as set forth in the SAP.

Section 1.05. Transfer of Property. The Developer shall not sell property within a Section of the PID prior to the City's levy of Assessments in such Section of the PID unless the Developer provides the City with an executed consent to the creation of the PID and the levy of Assessments, in a form reasonably acceptable to the City and its counsel with respect to the purchased property. In addition, evidence of any transfer of Property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. For a transfer of land by the Developer prior to the levy of Assessments, the City shall require consent of each of the owners of Assessed Property to the levy of Assessments on each property and to the creation of the PID. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certificate and property record recording will be required from each owner of Assessed Property in order to levy the Assessments and issue PID Bonds. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

ARTICLE II DEVELOPMENT REQUIREMENTS

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Public Improvements, reimbursement, acquisition, ownership and maintenance of the Public Improvements, and the issuance of PID Bonds for the financing of the Public Improvements benefitting the property within the PID.

Section 2.02. Project Overview – The Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Development,

and will undertake the design, development and construction of the Public Improvements. The Development will consist of the following elements:

- (i) No more than ~~540~~approximately 563 single family homes; however, the total number of lots shall be determined by the on-the-ground survey, pursuant to the Land Plan and the lot dimensions provided for herein.
- (ii) Commercial development as allowed by City Regulations;
- (iii) Amenities attached as Exhibit J as may be amended or modified if approved by the City.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations, the Concept Plan, approved Land Plan, the Development Standards and Applicable Law.

(c) Upon completion and acceptance by the City, the City shall own and maintain all of the Public Improvements.

Section 2.03. Permitted Uses. The Project shall be limited to the development of single-family dwellings and commercial or retail uses permitted in the Commercial-Office/Retail zoning district pursuant to the "use chart" in Section 28-81.(b).

Section 2.04. Height Restrictions. No dwellings built in the single-family residential portion of the Project shall exceed a maximum height of thirty-five feet (35') or be more than two and one-half (2.5) stories tall.

Section 2.05. Lot Dimensions and Development. The lots shall be the size depicted on the Land Plan, approximately 120 feet in length, with the front width of each lot as set forth below:

SECTIONS AND LOTS SUMMARY				
Section <u>SECTION</u> <u>N</u>	Lot-Width <u>LOT</u> <u>WIDTH</u> 50 Feet <u>FEET</u>	Lot-Width <u>LOT</u> <u>WIDTH</u> 55 Feet <u>FEET</u>	Lot-Width <u>LOT</u> <u>WIDTH</u> 60 Feet <u>FEET</u>	Section Lot- Total <u>SECTION</u> <u>LOT TOTAL</u>
1A	28		22	50
1B	100 50			100 50
1A 2A	22	53 27	4	53
22B		34 42	21	55 42
3		12 30	99	111 30
4		65 61		65 61
5		55 35	3024	85 59
6			16 40	16 40
7			55 50	55 50
8			43	43
9		19	64	80
Lot-Size- Total <u>LOT SIZE</u> <u>TOTAL</u>	100	219 214	221 247	540 561
Size <u>SIZE</u> %	18.5 17.76%	40.5 38.15%	41 43.03%	100%

Section 2.06. Entry Monument. An entry monument shall be placed at the corner of Austin Colony Boulevard and County Road 44, which is the entry to the Project off County Road 44. The entry monument shall be either brick or stone with landscaping, planted grass, shrubs, irrigation system and lighting.

Section 2.07. Fees. After the City Council approval of the Final Plat for each Section, recording of such Final Plat shall not occur until the following are completed, accepted and approved by the City:

- (a) Payment of the Capacity Acquisition Fees as set forth in Section 2.19 and 2.21.
- (b) Payment of Park Fee as set forth in Section 2.20.
- (c) Acceptance of the Public Improvements.

Section 2.08. Playground. A playground behind the entry monument shall include playground equipment.

Section 2.09. Construction of Tigner Street. Tigner Street shall be constructed a minimum of 24 feet wide in each direction with a 6-foot wide median, concrete pavement with

curb, gutter and sidewalk on both sides of the street, and turn lanes, from the existing end of pavement of Tigner Street behind Walmart to the western property line of property. Construction of Tigner Street shall be completed as part of Sections ~~1A1B, 2 and 3,~~ 4 and 6. Plans for the construction of Tigner Street shall be submitted and approved as part of the subdivision process for Sections ~~1A1B, 2 and 3,~~ 4 and 6.

Section 2.10. Construction of Austin Colony Boulevard. Austin Colony Boulevard shall be constructed a minimum of ~~2850~~ feet wide, concrete pavement with curb, gutter and sidewalk from CR 44 to ~~its intersection with Tigner Street. Construction of Austin Colony Boulevard shall be completed as part of Sections 1 and 2~~ the entry of Section 1A and Section 3. A divided entry shall be constructed as part of Section ~~1 from County Road 44 and shall have a left turn lane at the entry of Section 1 and Section 3. A left turn lane shall be provided to Tigner Street as part of the Section 2 construction. plans for the construction of Austin Colony Boulevard shall be submitted and approved as part of the subdivision process for Sections 1 and 2.~~ 1A.

Section 2.11. Section 1A. Section 1A to be developed and platted ~~is identified as Section 1~~ (50' single family residential lots) having a minimum size as depicted on the ~~attached~~ Land Plan, and shall include:

- (a) an entry monument with landscaping that is planted, irrigated and lighted. A site plan for the playground and playground equipment shall be reviewed and approved by the Parks and Recreation Director prior to issuance of any building permits in Section 1.
- (b) a playground with playground equipment.
- (c) A dry retention pond will be graded and planted for recreation.

~~(d) 100 single family residential lots—50' x 120' (6,000 sq.ft.).~~

~~(e)~~ (e) A duly executed Escrow Agreement between Developer and the City to meet the requirements of Section 23-11 of the LDC, as approved by the City, together with a cost estimate for the construction of Tigner Street to be developed in Section ~~1A1B~~. The Developer will fund the Escrow Agreement in an amount equal to six hundred fifty thousand dollars (\$650,000) in cash prior to the issuance by the City of ~~any~~ the first (1st) residential building permit in Section ~~1B~~. The Escrow Agreement shall provide that such funds may be drawn by Developer every thirty (30) days to reimburse Developer for complete portions of Tigner Street, including utilities. The Developer must submit documentation of the expenditures of costs for Tigner Street to the City's reasonable satisfaction.

Section 2.12. Section 1A1B. Section ~~1A1B~~ to be developed and platted ~~as 53 single family residential lots having a~~ and shall have the number of lots and the minimum size ~~of 55' x 120' (6,600 sq. ft)~~ as depicted on the Land Plan (Exhibit B).

Section 2.13. Section 22A. Section 22A to be developed and platted ~~as 34 single family residential lots having a~~ and shall have the number of lots and the minimum size ~~of 55' x 120' and 21 single family residential lots having a minimum size of 60' x 120' as respectively~~ as depicted on the Land Plan. The detention pond which commenced construction in Section 1 will

reach Completion of Construction no later than the date the Section ~~22A~~ Public Improvement Completion Date;

Section 2.14. Section 2B. Section 2B to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B)..

~~Section 2.15. Section 2.14. Section 3. as 12 single family residential lots having a minimum size of 55' X 120' (6,600 sq. ft.) and 99 single family residential lots having a minimum size of 60' X 120' (7,200 sq. ft.) as respectively~~Section 3 to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan, and including: (Exhibit B)..

- (a) Retention capacity for Section 3 is included in the Section 1 and 2 retention pond.

~~Section 2.16. Section 2.15. Section 4. Section 4 to be developed and platted as 65 single family residential lots having a~~and shall have the number of lots and the minimum size of ~~55' x 120' (6,600 sq. ft.) as depicted on the Land Plan. (Exhibit B)..~~

~~Section 2.17. Section 2.16. Section 5. Section 5 to be developed and platted as 55 single family residential lots having a~~and shall have the number of lots and the minimum size of ~~55' X 120' (6,600 sq. ft.) and 30 single family residential lots having a minimum size of 60' X 120' (7,200 sq. ft.) as depicted respectively on the Land Plan. (Exhibit B)..~~

~~Section 2.18. Section 2.17. Section 6. Section 6 to be developed and platted as 16 single family residential lots having a~~and shall have the number of lots and the minimum size of ~~60' X 120' (7,200 sq. ft.) as depicted on the Land Plan. (Exhibit B)..~~

~~Section 2.18. Section 7. Section 7 to be developed shall be developed in compliance with Section 28 — 58 Commercial — Office/Retail district of the Code of Ordinances of the City of Angleton, and the City Regulations, as depicted on the Land Plan. Section 7 shall be set aside, listed, and advertised for commercial development immediately upon execution of this Agreement. Beginning a minimum of seventy two months (72) after the issuance of the first building permit within the Property, if the property in Section 7 has not sold for commercial development within the seventy two months, Section 7 may be developed as 55 single family residential lots having a minimum size of 60' x 120' (7,200 sq. ft.) as depicted in the Land Plan, subject to the City Regulations.~~

Section 2.19. Section 7. Section 7 to be developed shall to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B).

Section 2.20. Section 8. Section 8 to be developed and platted and shall have the number of lots and the minimum size as depicted on the Land Plan (Exhibit B).

Section 2.21. Section 9.

- (a) If Section 9 is developed as a single-family residential section, then the Land Plan in Exhibit B shall be in effect with the following changes:

(i) The twenty-six (26) lots located in Section 3 that lie north of Tigner Street shall be merged with Section 9. Section 9 shall include eighty (83) lots, containing nineteen (19) lots measuring 55' wide and 120' in length and sixty-four (64) lots measuring 60' wide and 120' in length.

(b) If Section 9 is developed as a commercial section, then the Land Plan in Exhibit B-1 shall be in effect with the following changes:

(i) The land included in Section 9 shall be reserved for commercial use for six years from the date of issuance of the first building permit in the Development. If the land included in Section 9 is sold or developed for commercial purposes, the land included in the twenty-six (26) lots located in Section 3 that lie north of Tigner Street shall be merged with the land included in the fifty-four (54) lots located in Section 9 and the lots shall be eliminated. The total number of lots in the Land Plan in B-1 shall be revised to include only 483 lots.

(ii) If the land has not sold or been developed for commercial purposes during the aforesaid six-year period, then at Developer's option the Developer may develop the land for single-family residential development in accordance with the Land Plan (Exhibit B).

Section 2.22. Section 7 and Section 9 Assessments. Assessments will be levied on Section 7 and Section 9 pursuant to a commercial development. The Service and Assessment Plan will assume commercial development as set forth in the Exhibit B and B-1. If Section 7 and Section 9 are subsequently developed as single-family lots, the Service and Assessment Plan may require a prepayment of the Assessments by the property owner. In addition, if the commercial development in Sections 7 and 9 are altered after the levy of Assessments (i.e., a lower commercial square footage than originally planned), then a prepayment of the Assessments will be due by the property owner, all as set forth in the Service and Assessment Plan.

Section 2.23. ~~Section 2.19.~~ Compliance with Additional City Ordinances. In addition to those ordinances applicable to the Project by virtue of its zoning as a Section 28-45, Planned Development Overlay District single-family residential and as otherwise set forth in this Agreement; the Project shall also comply with the Development Ordinances and all City Regulations. Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations and applicable law.

Section 2.24. ~~Section 2.20.~~ Fees-in-Lieu. The Developer agrees to pay a City fee in lieu of dedication of park acres in the amount of Five Hundred and Seventy-Five Dollars (\$575.00) per lot. The fee for each Section shall be paid to the City prior to recording of any final plat of the Project, as set forth in Sec. 23-20 of the Angleton Code of Ordinances. The fee for each

Section shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section.

<u>Sections</u>	<u>Number of Lots</u>	<u>Park Fee-In-Lieu</u>
1A	100 <u>50</u>	\$57,500.00 <u>28,750</u>
<u>1B</u>	<u>50</u>	<u>\$28,750</u>
1A2A	<u>53</u>	\$30,475.00 <u>30,475</u>
22B	55 <u>42</u>	\$31,625.00 <u>24,150</u>
<u>3</u>	111 <u>30</u>	\$63,825.00 <u>17,250</u>
<u>4</u>	65 <u>61</u>	\$37,375.00 <u>35,075</u>
<u>5</u>	85 <u>59</u>	\$48,875.00 <u>33,925</u>
<u>6</u>	16 <u>40</u>	\$9,200.00 <u>23,000</u>
<u>7</u>	55 <u>50</u>	\$31,625.00 <u>28,750</u>
<u>TOTAL</u>	<u>540</u> <u>43</u>	<u>\$310,500.00</u> <u>24,725</u>
<u>9</u>	<u>83</u>	<u>\$47,725</u>
<u>TOTAL</u>	<u>563</u>	<u>\$322,575</u>

Section 2.25. ~~Section 2.21.~~ Sewer CAF. Developer agrees to pay a Sewer CAF. The Sewer CAF is Eight Hundred Fifty and 55/100 dollars (\$850.55) per lot, which is the amount set forth in the Capacity Acquisition Fee Memo attached hereto as **Exhibit “C”**. The fee for each Section shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section.

<u>Sections</u>	<u>Number of Lots</u>	<u>Sewer CAF</u>
1A	100 <u>50</u>	\$85,055.00 <u>42,527.50</u>
<u>1B</u>	<u>50</u>	<u>\$42,527.50</u>
1A2A	<u>53</u>	<u>\$45,079.15</u>
22B	55 <u>42</u>	\$46,780.25 <u>35,723.10</u>
<u>3</u>	111 <u>30</u>	\$94,411.05 <u>25,516.50</u>
<u>4</u>	65 <u>61</u>	\$55,285.75 <u>51,883.55</u>
<u>5</u>	85 <u>59</u>	\$72,296.75 <u>50,182.45</u>
<u>6</u>	16 <u>40</u>	\$13,608.80 <u>34,022.00</u>
<u>7</u>	55 <u>50</u>	\$46,780.25 <u>42,527.50</u>
<u>TOTAL</u>	<u>540</u> <u>43</u>	<u>\$459,297.00</u> <u>36,573.65</u>

<u>9</u>	<u>83</u>	<u>\$70,595.65</u>
<u>TOTAL</u>	<u>563</u>	<u>\$477,158.55</u>

Section 2.26. ~~Section 2.22.~~ Water CAF. Developer agrees to pay a Water CAF. The Water CAF is five hundred thirty-six and 70/100 dollars (\$536.70) per lot. The Water CAF for each Section shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section. The City agrees to provide Water Service for the full build-out of the Project.

<u>Sections</u>	<u>Number of Lots</u>	<u>Water CAF</u>
1A	100 <u>50</u>	\$53,670.00 <u>26,835.00</u>
<u>1B</u>	<u>50</u>	<u>\$26,835.00</u>
1A2A	<u>53</u>	<u>\$28,445.10</u>
22B	55 <u>42</u>	\$29,518.50 <u>22,541.40</u>
<u>3</u>	11 <u>30</u>	\$59,573.70 <u>16,101.00</u>
<u>4</u>	65 <u>61</u>	\$34,885.50 <u>32,738.70</u>
<u>5</u>	85 <u>59</u>	\$45,619.50 <u>31,665.30</u>
<u>6</u>	16 <u>40</u>	\$8,587.20 <u>21,468.00</u>
<u>7</u>	55 <u>50</u>	\$29,518.50 <u>26,835.00</u>
<u>TOTAL</u>	<u>540</u> <u>43</u>	<u>\$289,818.00</u> <u>23,078.10</u>
<u>9</u>	<u>83</u>	<u>\$44,546.10</u>
<u>TOTAL</u>	<u>563</u>	<u>\$301,088.70</u>

Section 2.27. ~~Section 2.23.~~ Fencing. Developer agrees to install premium perimeter fencing stained and crowned along the back property lines of all lots along ~~Austin Colony Boulevard and~~ Tigner Street or along the Achor Rd./CR44 frontage. All perimeter fencing shall be maintained by the HOA. Perimeter fencing shall not be installed within any street intersection sight triangles. All fencing for each proposed development Section shall be installed prior to the occupancy of each residence in that Section.

Section 2.28. ~~Section 2.24.~~ Conduit. Developer agrees to install in Sections and provide conduit for the installation of fiber internet in the entire Project, such conduit to be installed in each Section no later than the Public Improvement Completion date for each Section.

Section 2.29. ~~Section 2.25.~~ Streetlights. Developer agrees that all streetlights will be LED, and all streetlight poles will be permitted and satisfy the requirements of Texas New Mexico Power Company. (TXNM).

Section 2.30. ~~Section 2.26.~~ Property Acquisition. The Parties acknowledge that, if required, the Developer is responsible for the acquisition of certain off-site property rights and interests to allow the Public Improvements to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site Public Improvements. The Developer shall provide evidence of costs, maps, locations and size of infrastructure to the City and obtain the City's consent prior to such acquisition of third-party rights-of-way, consents, or easements needed to construct the off-site Public Improvements.

Section 2.31. ~~Section 2.27.~~ Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

Section 2.32. ~~Section 2.28.~~ Plan Review and Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of Plans and Specifications and issuance of permits (including building permits) for construction of the Public Improvements according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

Section 2.33. ~~Section 2.29.~~ Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 2.34. ~~Section 2.30.~~ Impact Fees. All Impact Fees, if any, associated with the Development shall be paid pursuant to the City Regulations.

ARTICLE III

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 3.01. Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Public Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Public Improvements and shall obtain or obligate each general contractor, architect, and consultants who work on the Public Improvements to obtain all applicable permits, licenses, or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection, and supervision of the construction of the Public Improvements to be undertaken in accordance with City Regulations and Applicable Law.

(b) The Developer shall design and construct or cause the design and construction of the Public Improvements, together with and including the acquisition, at its sole costs, of any and

all easements or fee simple title to such land necessary to provide for and accommodate the Public Improvements.

(c) Developer shall comply, or shall require its contractors to comply, with all local and state laws and regulations regarding the design and construction of the Public Improvements applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and one-year maintenance bonds for the Public Improvements.

(d) Upon Completion of Construction of any portion of the Public Improvements, Developer shall provide City with a final cost summary of all Public Improvement Project Costs incurred and paid associated with the construction of that portion of the Public Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the “all bills paid” affidavits and lien releases executed by Developer and/or its contractors with regard to that portion of the Public Improvements. Evidence of payment to the applicable contractors and subcontractors shall be provided prior to the reimbursement of the costs of any portion of the Public Improvements.

(e) Developer agrees to require the contractors and subcontractors that construct the Public Improvements to provide payment, performance and one-year maintenance bonds in forms satisfactory to the City Attorney. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City Attorney has the right to reasonably reject any surety company regardless of such company’s authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Public Improvements.

(f) Unless otherwise approved in writing by the City, all Public Improvements shall be constructed and dedicated to the City in accordance with City Regulations and Applicable Law.

(g) The Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with the Applicable Law, all property rights necessary for the construction, operation, and maintenance of the road, water, drainage, gas and sewer Public Improvements, at the completion of the Public Improvements and acceptance by the City.

Section 3.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer’s engineers shall prepare and provide, or cause the preparation and provision of all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements and shall acknowledge that the City has no obligations and liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder, as follows:

CITY OF ANGLETON, TEXAS (“CITY”) SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR ANY LOSS, DAMAGE, INJURY OF ANY KIND OR CHARTER, INCLUDING DEATH, TO ANY PERSON, ENTITY, OR PROPERTY ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR’S ACTS, INCLUDING NEGLIGENCE, WHETHER SUCH ACTS OR NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES OBTAINED IN FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT

Section 3.03. The Developer or its designee (which shall be the Developer’s Engineer) shall administer the contracts. The Public Improvement Project Costs, which are estimated in Exhibit E, shall be paid by the Developer or caused to be paid by the Developer, or from the proceeds of PID Bonds and/or the Developer Cash Contribution in accordance with the Indentures, or reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement.

(a) The following requirements apply to Construction Agreements for Public Improvements:

- (i) Plans and specifications shall comply with all Applicable Law and City Regulations and all Plans and Specification shall be reviewed and approved by the City prior to the issuance of permits. The City shall have thirty (30) Business Days from its receipt of the first submittal of the Plans and Specifications to approve or deny the Plans and Specifications or to

provide comments to the submitter. If any approved Plans and Specifications are amended or supplemented, the City shall have thirty (30) Business Days from its receipt of such amended or supplemented Plans and Specifications to approve or deny the Plans and Specification or provide comments back to the submitter. Any written City approval or denial must be based on compliance with applicable City Regulations or other regulatory agencies that have jurisdiction over the Development.

- (ii) Each Construction Agreement shall provide that the contractor is an independent contractor, independent of and not the agent of the City and that the contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and
- (iii) Each Construction Agreement for improvements not yet under construction shall provide that the Contractor shall indemnify the City, its officers and employees for any costs or liabilities thereunder and for the negligent acts or omissions of the Contractor. The wording of such indemnity must be reviewed and approved by the City Attorney.

(b) City's Role. The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Public Improvements (before, during or after construction) except to the extent of the reimbursement or funding of the Public Improvements Project Costs as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Public Improvements other than the reimbursements or funding described in this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Public Improvements, and the Developer shall cause all of its contractors, architects, engineers, and consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with construction of the Public Improvements.

Section 3.04. Project Scope Verification. The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements are being constructed in accordance with the Plans and Specifications approved by the City. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 3.05. Joint Cooperation; Access for Planning and Development. During the planning, design, development and construction of the Public Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this Project. The City staff will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer, and other design professionals to attend City meetings if requested by the City.

Section 3.06. City Not Responsible. By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including the site plan, submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications. The Developer shall not, however, be liable for any claims arising out of the operation and maintenance of the Public Improvements during the period within which the City operates and maintains the Public Improvements.

Section 3.07. Construction Standards and Inspection. The Public Improvements will be installed within the public rights-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public Improvements shall be constructed and inspected in accordance with applicable state law, and City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements, and this Agreement, provided, however, that if there is any conflict, among the regulations of the governing body or entity with jurisdiction over the Public Improvement being constructed, the City Regulations shall control.

Section 3.08. Public Improvements to be Owned by the City – Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 3.09. Public Improvement Constructed on City Land or the Property. If the Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement. If the Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement (pending acquisition and acceptance) to enter upon such land for purposes related to inspection and maintenance of the Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to

property and/or easements related to the Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise provided herein shall apply. The grant of any easements to the City must be in a form reasonably acceptable to the City Attorney.

Section 3.10. Additional Requirements. In connection with the design and construction of the Public Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City electronic copies of the Plans and Specifications for the Public Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (in electronic format) for the Public Improvements, in accordance with Applicable Law;

(b) The Developer or such person selected by and contracting with the Developer for the construction of the Public Improvements shall provide the City with a copy of any written construction schedule outlining the major items of work of each major construction contractor relating to the Public Improvements, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any regularly-scheduled construction meetings regarding the Public Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the Project, and shall provide the City with copies of any written construction schedules as are discussed and reviewed at any such regularly-scheduled construction meeting;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in changes to the portion of the Plans and Specifications for the Public Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction of the Public Improvements and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements and with City Regulations;

(i) If the Developer performs any soil, construction, and materials testing during construction of the Public Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail in a respect to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use its good faith efforts to enforce such obligations against such entities or persons, or the Developer may cure any failure of performance as provided herein; and

(k) The Developer shall provide any other information or documentation, or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct reasonable pre-final and final inspections of the Public Improvements. Upon acceptance by the City of the Public Improvements, the City shall become responsible for the maintenance of the Public Improvements and making any bond or warranty claim, if applicable.

Section 3.11. Revisions to Scope and Cost of Public Improvements.

(a) The Public Improvement Project Costs, as set forth in Exhibit E, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amounts as set forth in the applicable SAP plus the Developer Cash Contribution. Should the Public Improvements be amended by the City Council in a SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibits attached hereto and shall keep official record of such amendments.

(b) Should the Public Improvement Project Costs exceed the amounts set forth in the SAPs, the Developer must make a Developer Cash Contribution at the time of each PID Bond issuance such that the net proceeds of each series of PID Bonds plus the Developer Cash Contribution, is sufficient to fund the Public Improvement Project Costs for which the PID Bonds are being issued.

Section 3.12. City Police Powers. The Developer recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with Applicable Laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between the Developer and the City, any such

costs shall be the sole responsibility of the Developer and any of its general contractors and shall not be reimbursable from PID Bond Proceeds.

Section 3.13. Title and Mechanic's Liens.

(a) Title. The Developer agrees that the Public Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(b) Mechanic's Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from any work performed by any contractor by or on behalf of the Developer. The Developer shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall cause any such claim of lien to be fully discharged no later than thirty (30) days after the Developer's receipt of written notice of the filing thereof.

Section 3.14. City Consents. Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement, or replacement of the Public Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay.

Section 3.15. Right of the City to Make Inspection.

(a) At any time during the construction of the Public Improvements, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Development that are imposed by the Developer or its general contractor or subcontractors. The Developer shall pay the City's costs for the retention of a third-party inspector.

(b) Inspection of the construction of all Public Improvements shall be by the City Representative or his/her designee. In accordance with Section 2.29, the Developer shall pay the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures and Applicable Law to make any repairs or perform any maintenance of Public Improvements which the City has accepted for maintenance. If, during construction of the Public Improvements, the Developer is in default under this Agreement beyond any applicable cure period or in the event of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Public Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after the expiration of ten (10) Business Days after notice is given by the City (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the

reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

Section 3.16. Competitive Bidding. The construction of the Public Improvements (which are funded from Assessments) is anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9). In the event that the actual costs of the Public Improvement do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery method may be utilized by the City as allowed by Applicable Law.

Section 3.17. Homeowner's Association. Developer will create detailed Deed Restrictions and a homeowner's association ("HOA") that will enforce the Deed Restrictions set forth herein. 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 subdivider or the HOA, unless accepted by the City Council.

(b) The articles of the HOA shall require homeowner assessments sufficient to meet the necessary annual cost of the improvements. 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 HOA file with the City annual reports of maintenance and that the board of directors shall be required to initiate any and all needed repairs in a timely manner.

(c) Covenants, conditions and restrictions for the HOA must be filed in each Section and the HOA Maintenance Agreement must be approved and executed before any Assessments are levied by the City on the Property.

ARTICLE IV

TERMINATION EVENTS

Section 4.01. Developer Termination Events.

(a) The Developer may terminate this Agreement as to a Section of Development if the City does not levy Assessments and enter into a Reimbursement Agreement pursuant to Section 8.04 for such Section of the Development.

(b) The Developer may terminate this Agreement if it does not close on all of the Property by the earlier of (i) ~~December 31, 2022~~April 1, 2025 or (ii) the date on which the City levies Assessments on the Property.

Section 4.02. City Termination Events.

(a) The City may terminate this Agreement for each Section and all remaining Sections if the City ~~determines~~does not ~~to~~ levy Assessments and enter into a Reimbursement Agreement for such Section of the Development by the applicable Section Public Financing Deadline.

(b) The City may terminate this Agreement and any Reimbursement Agreement with respect to the applicable Section and any remaining Section, upon an uncured Event of Default by the Developer pursuant to Article VIII herein.

(c) The City may terminate this Agreement and any Reimbursement Agreement, if Commencement of Construction of the private horizontal improvements (private water, sewer and road improvements) within the first Section of the Development necessary to obtain developed lots, has not occurred within ~~threetwo~~ (32) years of the Effective Date.

(d) The City may terminate this Agreement or any Reimbursement Agreement with respect to any Section, at any time if the Public Improvements to be constructed in such Section have not reached Completion of Construction by the applicable Public Improvement Completion Date, as may have been extended pursuant to the terms of this Agreement or by other written agreement of the Parties.

(e) The City may terminate this Agreement with respect to the applicable Section and any remaining Section if the Developer does not pay the Developer Cash Contribution at closing of the applicable series of PID Bonds.

(f) The City may terminate this Agreement if Developer does not close on all of the Property by the earlier of (i) ~~December 31, 2022~~April 1, 2025 or (ii) the date on which the City levies Assessments on the Property.

Section 4.03. Termination Procedure. If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, including the reimbursement of any of Developer's costs that were previously advanced or incurred or the levy of assessments on any remaining Sections; provided, however, that as of the date of termination, any Public Improvements completed and accepted by the City shall still be subject to reimbursement. Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs other than as set forth herein.

ARTICLE V

TERM

This Agreement shall terminate upon the earlier of: (i) the expiration of the Assessments levied to reimburse the Public Improvements, (ii) (a) the date on which the City and the Developer discharge all of their obligations hereunder, including Completion of Construction and acceptance of the Public Improvements, and (b) all PID Bond Proceeds or Assessment revenues pursuant to a Reimbursement Agreement have been expended for reimbursement of all of the Public Improvements and the Developer has been reimbursed for all completed and accepted Public Improvements up to the Reimbursement Cap but in the amount set forth in the Service and Assessment Plan, (iii) an Event of Default under Article VI pursuant to which the non-defaulting Party exercises its right to terminate this Agreement, or (iv) the occurrence of a termination event under Article IV pursuant to which a Party has exercised its right to terminate this Agreement.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.01. Developer Default.

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, as expired:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any respect to maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have thirty (30) calendar days to cure from the date of expiration of such insurance or bonds.

(b) The Developer shall fail to comply with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within sixty (60) calendar days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor’s rights;

(e) 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;

(f) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; OR

(g) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue as of the Effective Date.

Section 6.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 6.01(f) above). Except with respect to cure periods set forth in 6.01 above, which shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or thirty (30) calendar days in the case of a monetary default), with completion of performance within ninety (90) calendar days.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

(c) City's Remedies.

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

- (i) 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 from the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

- (ii) 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.
- (iii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 6.03. City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within thirty (30) calendar days after the receipt of written notice thereof by the City from the Developer.

(b) 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.

Section 6.04. Developer's Remedies.

(a) 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 (specifically excluding specific performance and other equitable remedies), 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.

(b) 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.

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

Section 6.05. Limited Waiver of Immunity.

(a) The City and the Developer hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, and the City's immunity from suit is waived only as set forth in such statute.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, Texas Local Government Code, as amended, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

- (i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance then due and owed by City under this Agreement or any Reimbursement Agreement and is payable solely from Assessment revenues;
- (i) The recovery of damages against City or the Developer may not include consequential damages or exemplary damages;
- (ii) The Parties may not recover attorney's fees; and
- (iii) The Parties are not entitled to specific performance or injunctive relief against the City.

Section 6.06. Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 6.07. Waiver. Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

ARTICLE VII

INSURANCE, INDEMNIFICATION AND RELEASE

Section 7.01. Insurance. With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and

effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

- (i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of one million dollars (\$1,000,000) per occurrence or a limit equal to the amount of the contract amount, two million dollars (\$2,000,000) general aggregate bodily injury and property damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;
- (i) Workers' Compensation insurance as required by law;
- (ii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreements involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.
- (iii) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;
- (iv) Each policy of insurance with the exception of Workers' Compensation and professional liability shall be endorsed to include the City (including its former, current, and future public officials, staff, agents, and employees) as additional insureds;
- (v) Each policy, with the exception of workers' compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and
- (vi) The Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public Improvements and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor

shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the contractor shall within ten (10) Business Days after written request provide the City with the certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 7.02. Waiver of Subrogation Rights. The commercial general liability, workers' compensation, business auto and excess liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 7.03. Additional Insured Status. With the exception of worker's compensation insurance and any professional liability insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using additional insured endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 7.04. Certificates of Insurance. Certificates of insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) Business Days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

Section 7.05. Carriers. All policies of insurance required to be obtained by the Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

ARTICLE VIII

INDEMNIFICATION.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

Section 8.01. Conflict. Notwithstanding the foregoing provisions of this section: (i) in the event of a conflict between this Agreement and the Development Ordinances, this Agreement shall prevail.

Section 8.02. Notification. The City shall notify the Developer in writing of any alleged failure by the Developer to comply with a provision of this Agreement or the Development Ordinances, which notice shall specify the alleged failure with reasonable particularity. The Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

ARTICLE IX

PAYMENT OF PUBLIC IMPROVEMENTS

Section 9.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID Bonds or from Assessments pursuant to a Reimbursement Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for the payment or reimbursement of the Public Improvement Project Costs or for the payment of the cost to construct or acquire a Public Improvement by the City will be sufficient for the construction or acquisition of all of the Public Improvements. Any costs of the Public Improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Funds established under the Indentures to pay the costs of the Public Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Public Improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

(b) Upon written Acceptance of a Public Improvement, the City shall be responsible for all operation and maintenance, subject to any applicable maintenance-bond period, of such Public Improvement, including all costs thereof and relating thereto.

(c) The City's obligation with respect to the reimbursement or payment of the Public Improvement Project Costs as finally set forth in the Service and Assessment Plan, shall be limited to the lower of actual costs or the available PID Bond Proceeds or Assessment revenues, and shall be payable solely from amounts on deposit in the Project Funds from the sale of the PID Bonds as provided herein and in the Indentures, or Assessments collected for the reimbursement or payment of such costs pursuant to Reimbursement Agreement. The Developer agrees and acknowledges that it is responsible for all costs and all expenses related to the Public Improvements in excess of the available PID Bond Proceeds and that the Developer Cash Contribution must be deposited at the time of the issuance of PID Bonds.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project

Fund to pay or reimburse the Public Improvement Project Costs in the PID. The obligation of Developer to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Public Improvements Project Costs hereunder.

Section 9.02. Remaining Funds after Completion of a Public Improvement.

If, upon the Completion of Construction of a Public Improvement and payment or reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to pay Cost Overruns on any other Public Improvement with the approval of the City Representative, such approval not to be unreasonably withheld, at completion of the Public Improvements for each Section and provided that all Public Improvements for such Section, as set forth in the Service and Assessment Plan, are undertaken at least in part. The elimination of a category of Public Improvements in a Section as set forth in the Service and Assessment Plan will require an amendment to the Service and Assessment Plan. Upon receipt of all acceptance letters from the City for the Public Improvements within an improvement category as set forth in the Service and Assessment Plan, any Cost Underruns from that category may be released to pay for Cost Overruns in another improvement category, as approved by the City.

Section 9.03. Payment Process for Public Improvements.

(a) The City shall authorize payment or reimbursement of the Public Improvement Project Costs from PID Bond Proceeds or from Assessments collected in the PID as set forth in Section 9.04 below. The Developer shall submit a Payment Certificate to the City (no more frequently than monthly) for Public Improvement Project Costs as approved by the City. The form of the Payment Certificate is set forth in Exhibit G, as may be modified by the applicable Indenture or Reimbursement Agreement. The City shall review the sufficiency of each Payment Certificate with respect to compliance with this Agreement, compliance with the Applicable Law, and compliance with the SAP, and Plans and Specifications. The City shall review each Payment Certificate within thirty (30) Business Days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the applicable Indenture or Reimbursement Agreement, and payment shall be made to the Developer or its designee pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement. Notwithstanding the foregoing, the City shall review the first Payment Certificate within forty-five (45) Business Days of receipt thereof. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves, or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed notice to the Developer within thirty (30) Business Days of receipt thereof. Payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City

have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the Public Improvement Project Costs as set forth in Exhibit E and the SAP, from funds available pursuant to the applicable Indenture or Reimbursement Agreement.

(d) Reimbursement to the Developer and the City for administrative costs relating to the creation of the PID, the levy of assessments and issuance of the PID Bonds may be distributed at closing of the applicable series of PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit H.

Section 9.04. Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds.

(a) The City intends to levy Assessments by the applicable Public Improvement Financing Date and may issue PID Bonds at a later date upon completion of the Public Improvement in each Section to reimburse the Public Improvement Project Costs as set forth in the SAP. Reimbursement for the costs of Public Improvements that have reached Completion of Construction shall be made on an annual basis from Assessments levied by the City pursuant to the SAP. Such reimbursement shall be made pursuant to the terms and provisions of one or more Reimbursement Agreements. Such Reimbursement Agreements shall set forth the terms of the annual reimbursement for the costs of the Public Improvements. These Reimbursement Agreement obligations may, in the City's discretion, be reimbursed through the issuance of PID Bonds by the City once the parameters set forth in Section 1.02(d) can be met. The levy of Assessments and the issuance of any PID Bonds to fund obligations under a Reimbursement Agreement is a governmental function of the City and is subject to the City's discretion and shall be determined by the City from time to time. In any event, the issuance of PID Bonds to Fund any obligations under a Reimbursement Agreement, if the City determines to issue such PID Bonds, shall occur no later than one year after the applicable Public Improvement Financing Date or the City shall not issue such PID Bonds.

(b) Reimbursement or payment of the costs of the Public Improvements shall only be made from the levy of Assessments within the PID as set forth herein.

(c) The term, manner and place of payment or reimbursement to the Developer under this Section shall be set forth in the Reimbursement Agreement.

(d) Reimbursement or payment shall be made only for the costs of the Public Improvements as set forth in this Agreement, the Service and Assessment Plan or in the Reimbursement Agreement, as approved by the City. Any additional public improvements other than the Public Improvements constructed by the Developer and dedicated to the City, shall not be subject to payment or reimbursement under the terms of this Agreement.

Section 9.05. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds to pay Public

Improvement Project Costs. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location that is reasonably convenient for City staff.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 3 years from the date of Completion of Construction of the Public Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

Section 10.01. Representations and Warranties of City.

(a) The City makes the following representation and warranty for the benefit of the Developer:

- (i) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute 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 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.
- (ii) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting

the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 10.02. Representations and Warranties of Developer.

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

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.

- (v) 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.

- (vi) Ownership. The Developer represents that it or one or more Affiliates will be the sole owners of the Property within the PID at the time of their creation and will be the sole owners at the time of the levy of Assessments for each Section. The Developer shall consent to the levy of Assessments in substantially the form of the Landowner Consent attached hereto as Exhibit F, and shall not transfer title of any land within the PID prior to the levy of Assessments within each Section.

ARTICLE XI

PROVISIONS FOR DEVELOPER

Section 11.01. Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the “Act”), that the City’s execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a “Taking” of Developer’s, Developer’s grantee’s, or a grantee’s successor’s “Private Real Property,” as such terms are defined in the Act, provided, however, that this waiver does not apply to, and the Developer and Developer’s grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

ARTICLE XII

GENERAL PROVISIONS

Section 12.01. Notices. Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile or other electronic transmittal, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the

addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City: City Manager
Chris Whittaker
121 South Velasco
Angleton TX 77515
Email: cwhittaker@angleton.tx.us

With a copy to: City Attorney
Randle Law Office Ltd., LLP
Grady Randle
820 Gessner, Ste. 1570
Houston, Texas 77024
Email:

~~grady@jgradyrandlepc.com~~ grady@jgradyrandlepc.com

To the Developer: ~~Developer: Tejas-Angleton~~ [Tejas Angleton](#)
Development, ~~L.L.C.~~ [LLC](#)

Attn: Wayne L. ~~(Sandy)~~ Rea, II
~~1306 Marshall Street~~ [5454 Newcastle Drive, Unit 1101](#)
Houston, Texas ~~77006~~ [77081](#)
Telephone ~~No.:~~ ~~713-993-6453~~ [\(713\) 993-6453](tel:(713)993-6453)
Email: waynerea@swbell.net

Section 12.02. Make-Whole Provision. If in any calendar year the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance or proposed issuance of PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations (the “PID Bond Fee”). Prior to issuance of any PID Bonds, the City’s financial advisor shall calculate the PID Bond Fee based on the issued and planned debt issuances for the City and shall notify the Developer of the total amount due prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) Business Days after receiving notice from the City of the amount of PID Bond Fee due to the City. If the City has not forgone the ability to issue a series of obligations as qualified tax exempt obligations, the PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer. The City shall not be required to sell any series of PID Bonds until the Developer has paid the estimated PID Bond Fee.

If the City is planning to issue debt obligations as qualified tax-exempt obligations prior to the issuance of PID Bonds in any calendar year, the City may (but is not obligated to) notify

the Developer that it is planning to issue qualified tax-exempt obligations that may limit the amount of debt that the City can issue in a calendar year. In connection with the delivery of such notice, the City's financial advisor shall provide a calculation of the interest savings that the City would achieve by issuing the obligations the City plans to issue in the year as qualified tax-exempt obligations as opposed to non-qualified tax-exempt obligations. If following the receipt of such notice the Developer asks the City to forego designating the obligations as qualified tax-exempt obligations in order to preserve capacity for PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. The Developer agrees to pay the PID Bond Fee to the City within ten (10) Business Days after receiving notice from the City of the amount of PID Bond Fee due to the City. Upon receipt of the PID Bond Fee, the City agrees not to designate the obligations planned for issuance as qualified tax-exempt obligations. Such payment is compensation to the City for choosing to forego the designation of obligations as qualified tax-exempt obligations, and the PID Bond Fee may be used for any lawful purpose of the City. The City shall include language similar to this Section 12.02 in any agreement it enters into with a developer or landowner where the issuance of public improvement district bonds is contemplated.

Section 12.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements may be assigned to an Affiliate without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Council, which consent shall not be unreasonably withheld, conditioned or delayed if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Council. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignee, including a copy of each executed assignment and the assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property. The City shall not be required to make any representations or execute any consent with respect to an assignment to an Affiliate and shall not be required to make any representations with respect to any assignment to a non-Affiliate.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement or any Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to

make partial payments to more than two parties as a result of an assignment and shall not execute any consent or other representations with respect thereto.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days after written notice to the lender, not to be unreasonably withheld. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. The City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or other representations with respect thereto.

(d) The City shall not be required to acknowledge the receipt of any Assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email.

(e) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 12.04. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 12.05. Entire Agreement; Amendment. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 12.06. Time. In computing the number of calendar days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays. If the final day of any time period (with respect to calendar days or Business Days) falls on a Saturday, Sunday, or legal holiday (as observed by the City), then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday (as observed by the City).

Section 12.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 12.08. Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties 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.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 12.09. No Third-Party Beneficiaries. The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties. The City does not consent to and will not participate in any third-party financing of the Assessment revenues.

Section 12.10. Notice of Assignment. Developer shall not transfer any portion of the Property prior to the levy of Assessments, except as provided in Section 1.05. Subject to Section 12.03 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. Developer must provide the following:

- (a) within 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;
- (b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) 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;

(d) 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.

Section 12.11. No Joint Venture. Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 12.12. Estoppel Certificates. From time to time within fifteen (15) Business Days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, with no duty of inquiry, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 12.13. Independence of Action. It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 12.14. Limited Recourse. No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 12.15. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 12.16. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 12.17. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 12.18. Conditions Precedent. This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement.

Section 12.19. No Reduction of Assessments. Following the issuance of each series of PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments levied in payment of such PID Bonds. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

Section 12.20. ~~Anti-Boycott Verification~~Statutory Verifications. The Developer ~~hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott 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 2271.002, 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 understands ‘~~makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” to mean” means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) ~~Section 12.21. Iran, Sudan and Foreign Terrorist Organizations~~Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, ~~Texas Government Code, and posted on any of the following pages of such officer’s internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/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 company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. ~~The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.~~

~~Section 12.22. Petroleum.~~

~~(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.~~

~~(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.~~

~~(d) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. ~~The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law.~~ As used in the foregoing verification, “boycott energy companies” ~~shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit~~has the meaning provided in Section 2276.001(1), Government Code.~~

~~Section 12.23. Firearms.~~

~~To the extent this Purchase Contract constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the~~

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

Section 12.21. Form 1295. The Developer will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of the Developer's Form 1295, the City agrees to acknowledge the Developer's Form 1295 through its electronic filing application. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, the City is not responsible for the information contained in the Developer's Form 1295 and the City has not verified such information.

Section 12.22. Choice of Law. This Agreement shall be governed by the laws of the State of Texas.

Section 12.23. Out of State Issuer. This Agreement may not be assigned to an out-of-state issuer of debt and the City shall not participate in any third-party financing relating to the Assessment Revenues received by the Developer pursuant to this Agreement.

Section 12.24. Standing Letter. If requested by the Texas Attorney General, the Developer will file a standing letter addressing the representations made in Section 12.20 of this Agreement in a form acceptable to the Texas Attorney General.

(a) ~~Section 12.24.~~ Governing Law. The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules, and venue for any action concerning this Agreement and the ~~Reimbursement~~ Agreement shall be in the State District Court of Brazoria County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 12.25. Conflict. In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls. In the event of any conflict between this Agreement and the ~~Reimbursement~~ Agreement, the ~~Reimbursement~~ Agreement shall control, except that in all cases, Applicable Law shall control.

Section 12.26. PID Policy Requirements & PID Enhancement Fund Payment. Developer agrees to comply with all steps, requirements, payments that are not superseded by this Agreement, as set out by the City of Angleton PID Policy. Developer agrees to pay to the City the PID Enhancement Fund as defined in this agreement and as set out in the City of Angleton PID Policy for each Section. ~~At such time as PID Bonds for a particular Section are issued by the City, the~~ Such PID Enhancement Fund payment ~~will be payable for such Section or Sections upon closing and delivery of the net proceeds realized by Developer from the sale of PID Bonds for such Section or Sections~~ is due upon invoicing by the City.

Section 12.27. Change in Control. The Developer shall notify the City within fifteen (15) business days after any substantial change in ownership or control of the Developer. As used herein, the words “substantial change in ownership or control” shall mean a change of more than 49% of the stock or equitable ownership of the Developer. Any sale of the Property or agreement for the sale, transfer, or assignment of control or ownership of the Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

Section 12.28. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 12.29. Independence of Action. It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties’ satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no

responsibility or liability to any third parties in connection to the Developer’s obligations hereunder.

Section 12.30. Limited Recourse. No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 12.31. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 12.32. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 12.33. No Acceleration. All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 12.34. Conditions Precedent. This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement.

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

[Signature Page Immediately Follows]

CITY OF ANGLETON, TEXAS

By: _____
Jason Perez, Mayor

Date: _____

ATTEST

By: _____
Frances Aguilar, City Secretary

Date: _____

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This instrument was acknowledged before me on _____, 2022, by
Jason Perez, Mayor of the City Angleton, Texas.

Notary Public, State of Texas

DEVELOPER

TEJAS-ANGLETON DEVELOPMENT, L.L.C.
a Texas Limited Liability Company

Wayne L. Rea, II

Title: Manager

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this ___ day of _____, 2022, by Wayne L. Rea, II, of TEJAS-ANGLETON DEVELOPMENT, L.L.C., a Texas Limited Liability Company, on behalf of said entity.

Notary Public, State of Texas

EXHIBIT "A" THE PROPERTY

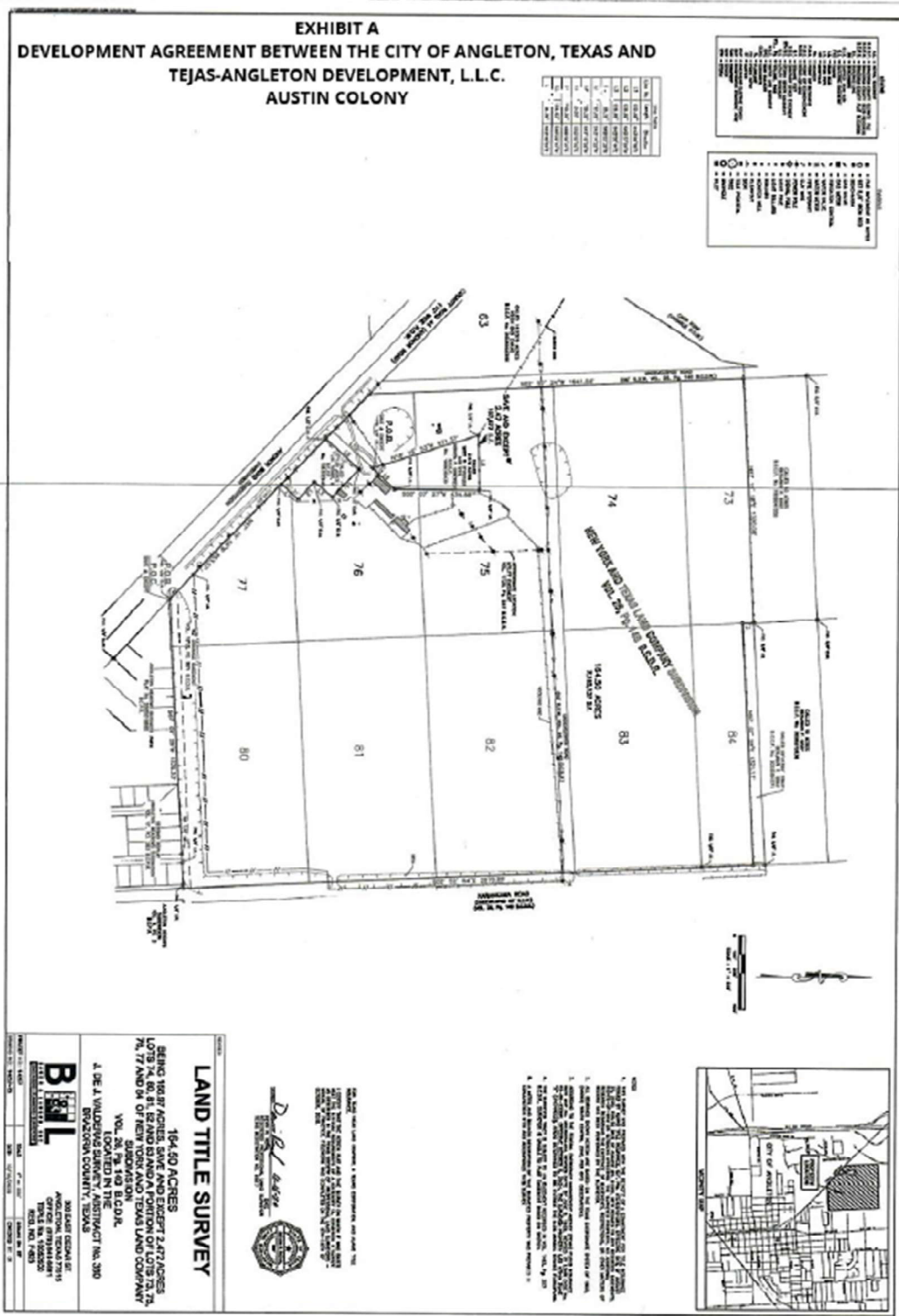


Exhibit A

EXHIBIT "B"
LAND PLAN
(SECTION 9 SINGLE-FAMILY)

(Modified)

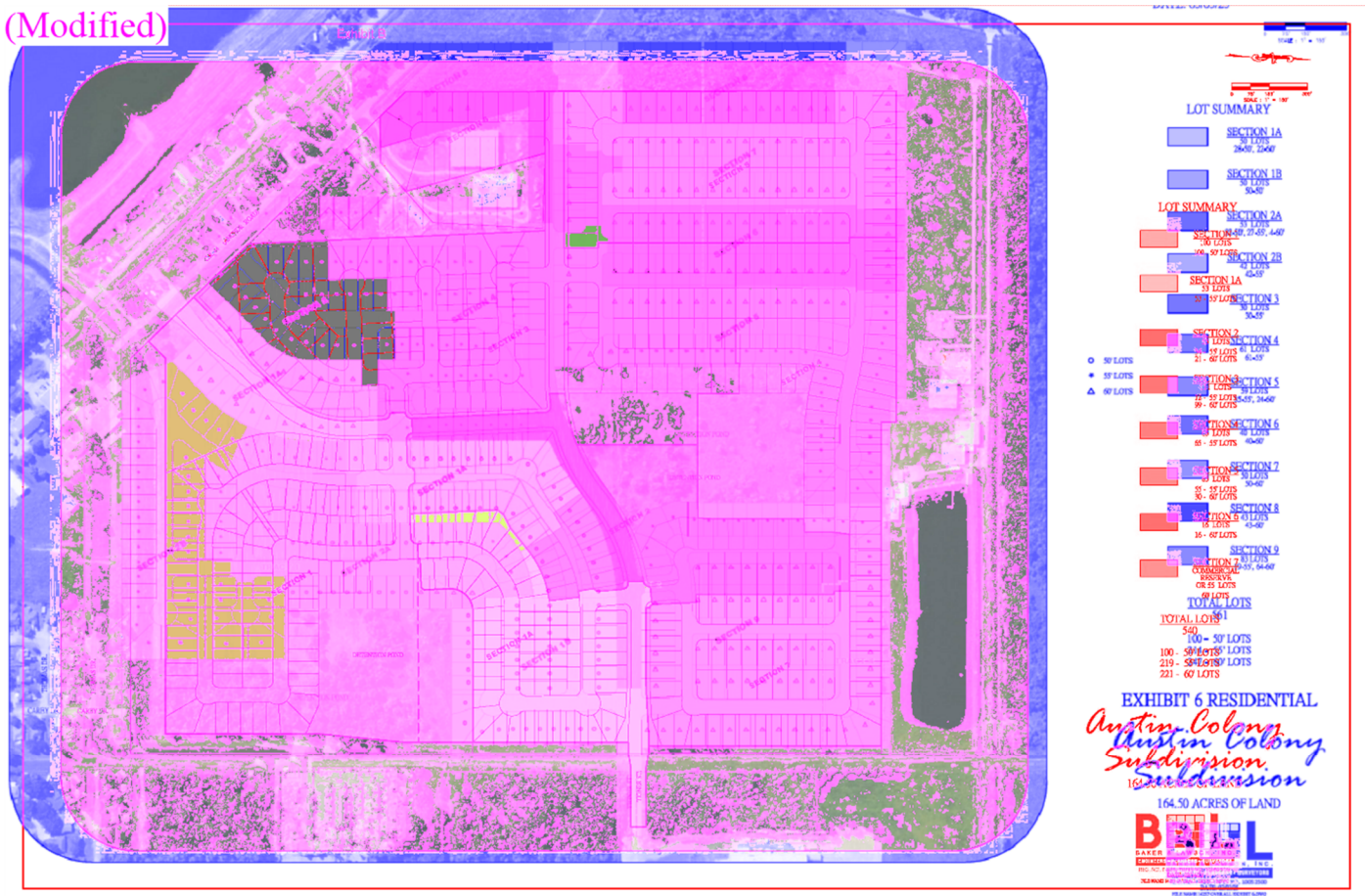


EXHIBIT "B-1"

LAND PLAN

(SECTION 9 COMMERCIAL)

(Added)



DATE: 03/03/25



LOT SUMMARY

	SECTION 1A 30 LOTS 28,457, 22,407
	SECTION 1B 30 LOTS 30,457
	SECTION 2A 30 LOTS 22,457, 27,457, 1,467
	SECTION 2B 30 LOTS 42,457
	SECTION 3 30 LOTS 30,457
	SECTION 4 61 LOTS 6,457
	SECTION 5 39 LOTS 35,457, 34,407
	SECTION 6 46 LOTS 46,457
	SECTION 7 30 LOTS 30,457
	SECTION 8 43 LOTS 43,457
	SECTION 9 COMMERCIAL RESERVE

- 50 LOTS
- 55 LOTS
- ▲ 60 LOTS

TOTAL LOTS
478

100 - 50 LOTS
195 - 55 LOTS
183 - 60 LOTS

EXHIBIT 6 COMMERCIAL

*Austin Colony
Subdivision*

164.50 ACRES OF LAND



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EXHIBIT “C”

CAPACITY ACQUISITION FEE MEMO

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Memo

Date: Friday, May 20, 2022

Project: Austin Colony Subdivision (Tigner Tract) (Revised – 540 Lots)

To: Walter Reeves, Director of Development Services

From: John Peterson, PE, CFM

Subject: Water and Wastewater Capacity Acquisition Fee

The City of Angleton has coordinated with a Developer for the proposed subdivision at Austin Colony, along Anchor Road (CR 44) to the east of Highway 288. The proposed development consists of 540 single-family residences on approximately 166 acres and is currently planned to be a phased development. Based on this information and using the planning criteria for water demand and sewer loading from the utility master plan, below is the summary of the assumptions, analysis and model results.

Capacity Verification

- Water Demand
 - Average Daily Demand (ADD): 300 gallons per day per connection, $540 \times 300 = 162,000$ gpd or 112.50 gpm
 - Max Daily Demand (MDD): $1.7 \times \text{ADD} = 191.25$ gpm
 - Peak Hour Demand (PHD): $1.25 \times \text{MDD} = 239.06$ gpm
- Water Model Run
 - There are two existing water mains located in the vicinity of the proposed subdivision (see Exhibit #1). One is a 12" water main that runs along the north side of Anchor Road, that will be required to be extended northwest along CR 44 to and across the property in order to service the subdivision. The second is a 10" water main that runs along the north side of Tigner Road that will also be required to be extended to the west to serve as a second point of connection for the proposed subdivision. It is currently assumed that the proposed development will make connections to both of these water mains in order to create a looped system within the subdivision.
 - **The existing model was run for the scenario above. The model shows that there is sufficient pressure and fire flow when the systems are looped together (See Exhibit #2).**
- Wastewater Flows
 - Average Daily Flow (ADF): 255 gallons per day per connection, $540 \times 255 = 137,700$ gpd or 95.63 gpm
 - Peak Hour Wet Weather Flow (PWF): $4 \times \text{ADF} = 382.50$ gpm
- Wastewater Model Run
 - The existing model was run for PWF scenario, which uses a peaking factor of 4.

- There is an existing 24" sewer main along the western boundary of the proposed subdivision that has available capacity at that location. For the wastewater assessment, it was assumed that the wastewater loading for the subdivision will discharge into the City's collection system near the unimproved western portion of Tigner Street.
- This 24" gravity sewer main continues south and discharges into Lift Station No. 7 (N Kaysie Lift Station).
- The Lift Station No. 7 then pumps wastewater through an 18" force main directly to the Oyster Creek WWTP along Sebesta Road.

Capacity Acquisition Fee:

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

- Water Service
 - The City has adopted a flat fee of \$536.70 per ESU for water service throughout the City.
- Wastewater Service
 - Total Capacity of 24" Sanitary Sewer set at TCEQ minimum slope is 2,871 gpm
 - Percentage utilization of 24" gravity sanitary sewer for Austin Colony is 13% (peak flow)
 - Total Capacity of 36" Sanitary Sewer set at TCEQ minimum slope is 6,348 gpm
 - Percentage utilization of 36" gravity sanitary sewer for Austin Colony is 6% (peak flow)
 - Total Firm Capacity (assumed) of LS No. 7 is 2,380 gpm
 - Based on the assumed capacity of the lift station, the percent utilization of LS No. 7 pumping capacity and 18" force main for Austin Colony is 16% (peak flow)
 - Fee for sewer service is \$850.55 per ESU

Therefore, the combined cost per ESU (water and wastewater) will be approximately \$1,387.25. The total fee for the projected 540 homes for Austin Colony is approximately \$749,115.00. It is noted that any changes in the projected number of ESUs will need to be updated accordingly in the CAF review. Additionally, proposed ESUs for clubhouses or pools were not considered and shall be included accordingly in the total ESU projection for the proposed Austin Colony Subdivision.

ATTACHMENTS

Appendix A – Capacity Acquisition Fee Calculations

Exhibit 1 – Water Model System Map (Before Development – Available Fire Flow and Pressure)

Exhibit 2 – Water Model System Map (After Development – Available Fire Flow and Pressure)

Exhibit 3 – Wastewater System Map (Austin Colony Subdivision Sanitary Sewer Trace)

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APPENDIX A - PROPOSED COST PER CONNECTION

Water Plants								
Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 300 gpd)
Henderson Water Plant								
1 MG GST	\$ 2,000,000	1988	4519	\$ 825,992	1	\$ 825,992		
750 gpm pumps	\$ 51,250	2006	7751	\$ 36,304	2	\$ 72,608		
850 gpm pumps	\$ 51,250	2010	8802	\$ 41,227	3	\$ 123,680		
Total Henderson Water Plant						\$ 1,022,280	3,672,000	\$83.52
Chenango Water Plant								
1 MG GST	\$ 2,000,000	1953	600	\$ 109,669	1	\$ 109,669		
850 gpm pumps	\$ 51,250	2005	7446	\$ 34,875	3	\$ 104,626		
Total Chenango Water Plant						\$ 214,296	3,672,000	\$17.51
Jamison Water Plant								
450k GST	\$ 987,500	2009	8570	\$ 773,430	1	\$ 773,430		
850 gpm pumps	\$ 51,250	2015	10035	\$ 47,002	3	\$ 141,005		
10k Hydro Tanks	\$ 77,500	2009	8570	\$ 60,700	2	\$ 121,399		
Total Jamison Water Plant						\$ 1,035,835	3,672,000	\$84.63
Water Well #11	\$ 1,062,500	1985	4195	\$ 407,347	1	\$ 407,347	1,224,000	\$99.84
Water Purchased From Brazosport Water Authority (BWA)								
Northside EST	\$ 2,000,000	1961	847	\$ 154,816	1	\$ 154,816	500,000	\$61.93
Southside EST	\$ 2,000,000	1977	2576	\$ 470,846	1	\$ 470,846	500,000	\$188.34
								¹ Total Cost Per Connection for Water Purchased From Brazosport Water Authority (BWA)
								² Total Estimated Cost Per Water Connection
								\$536.70

Wastewater Plants								
Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	³ Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 255 gpd)
Oyster Creek Sanitary Sewer Treatment Plant	\$ 36,000,000	1980	3237	\$ 10,163,265	1	\$ 10,163,265	3,600,000	\$ 719.90

Wastewater Infrastructure								
Asset Name	Current Construction Cost Estimate	Est. Year Constructed	ENR Value for Construction Year	³ Estimated Construction Cost in Year of Construction	% of Capacity	Total Estimated Construction Cost	Development ESU's	Cost per ESU (1 ESU = 255 gpd)
Gravity Sewer								
24" Main (2,740 feet)	\$ 753,500	1970	1381	\$ 90,754	13%	\$ 12,092	540	\$ 22.39
36" Main (390 feet)	\$ 165,750	1970	1381	\$ 13,963	6%	\$ 1,203		\$ 2.23
Total Gravity Sewer						\$ 13,294		\$ 24.62
Force Main								
18" Force Main (12,300 feet)	\$ 1,807,900	1970	1381	\$ 217,749	16%	\$ 34,995	540	\$ 64.81
Total Force Main						\$ 34,995		\$ 64.81
Lift Station								
No. 7	\$ 1,150,000	1970	1381	\$ 138,510	16%	\$ 22,260	540	\$ 41.22
Total Lift Station						\$ 22,260		\$ 41.22
Total Wastewater Infrastructure						\$ 70,550		\$ 130.65

Total Estimated Cost Per Wastewater Connection								\$850.55
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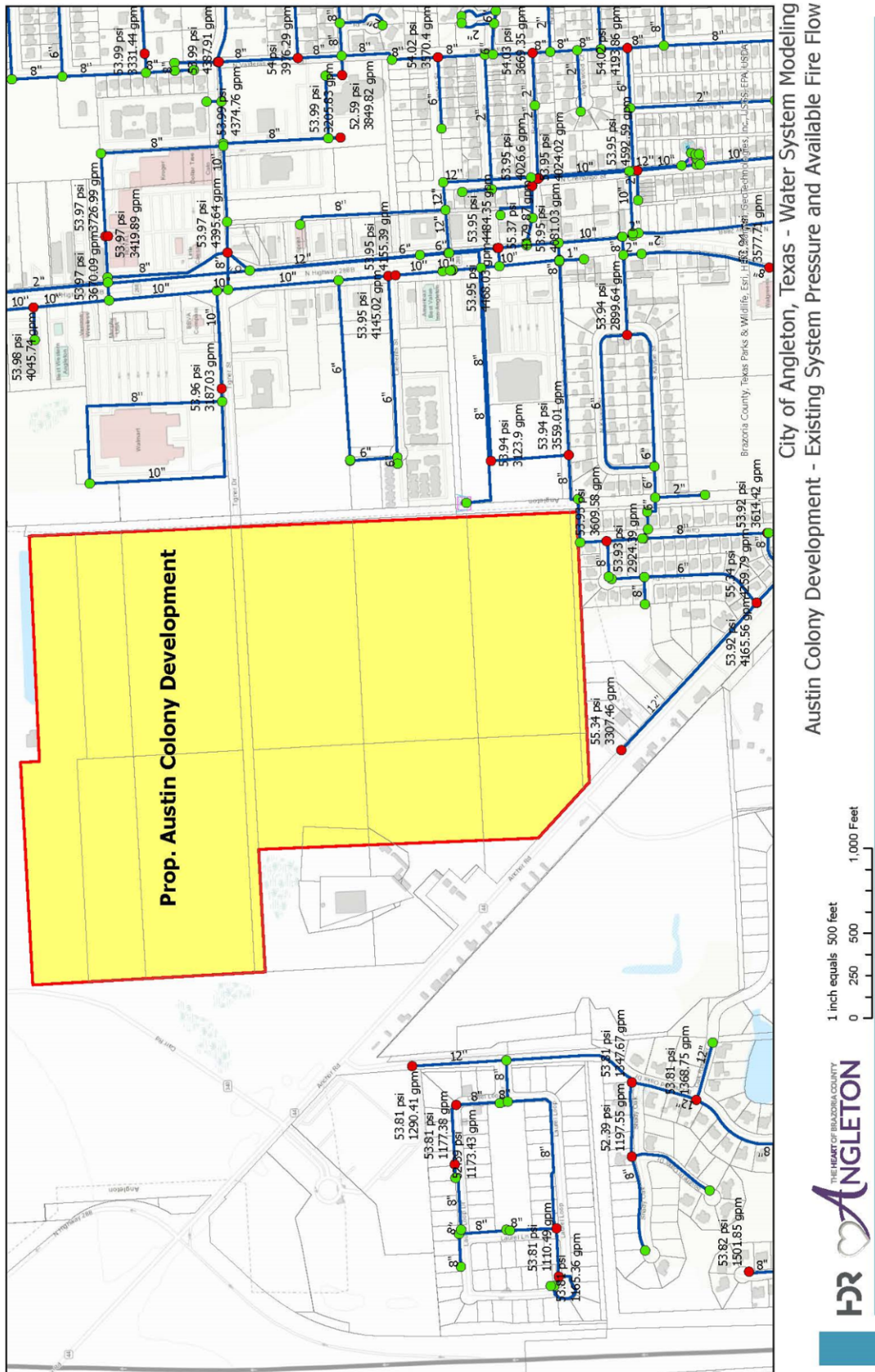
¹ The City purchases approximately 1.8 MGD from BWA which is provided at a rate of \$3.12 per 1,000 gallons. Therefore, one (1) ESU or 300 gallons, is approximately \$0.94.

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

³ The cost shown is taken by dividing the current construction cost estimate by the 2020 ENR Value of 11466.

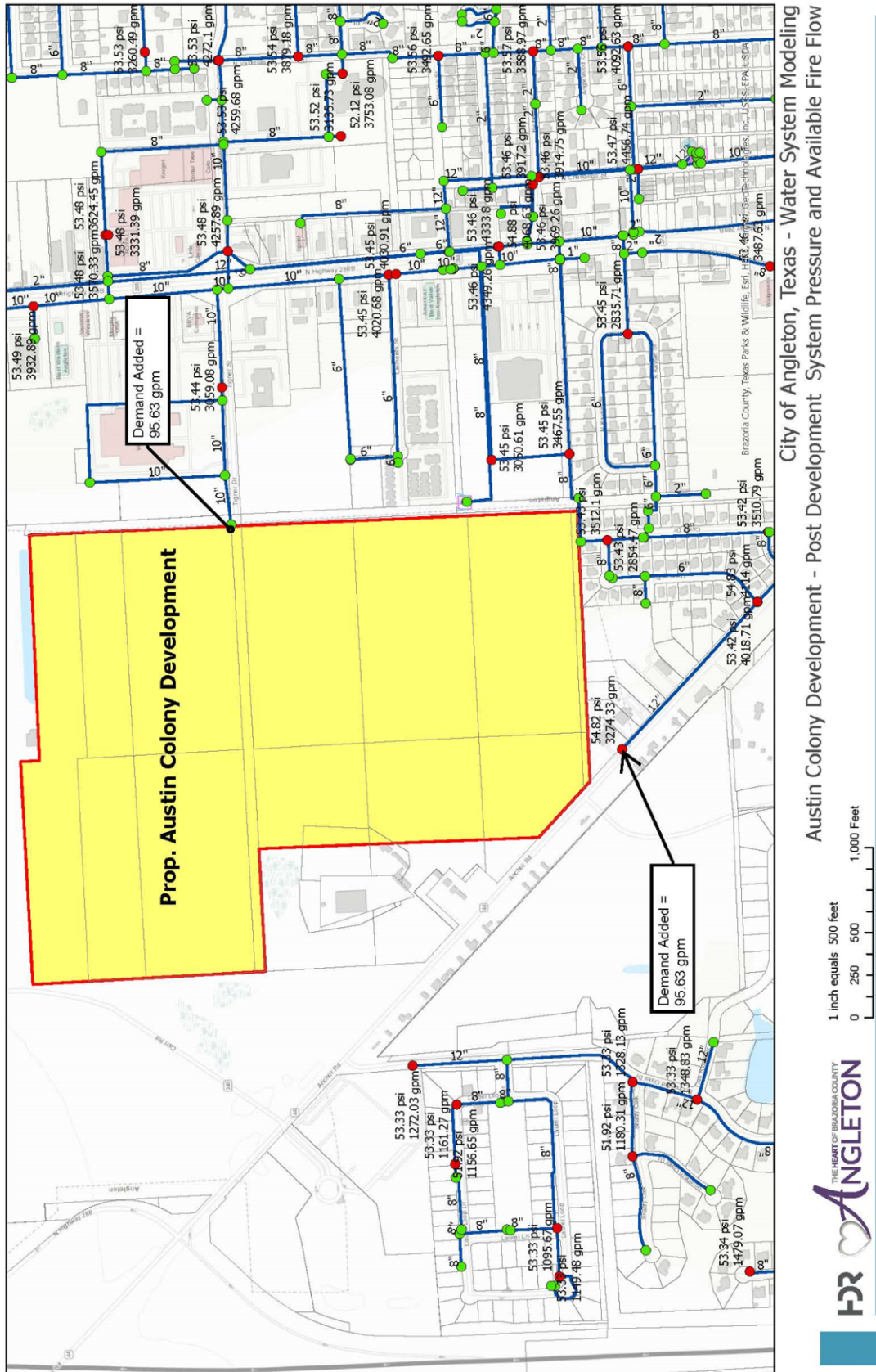
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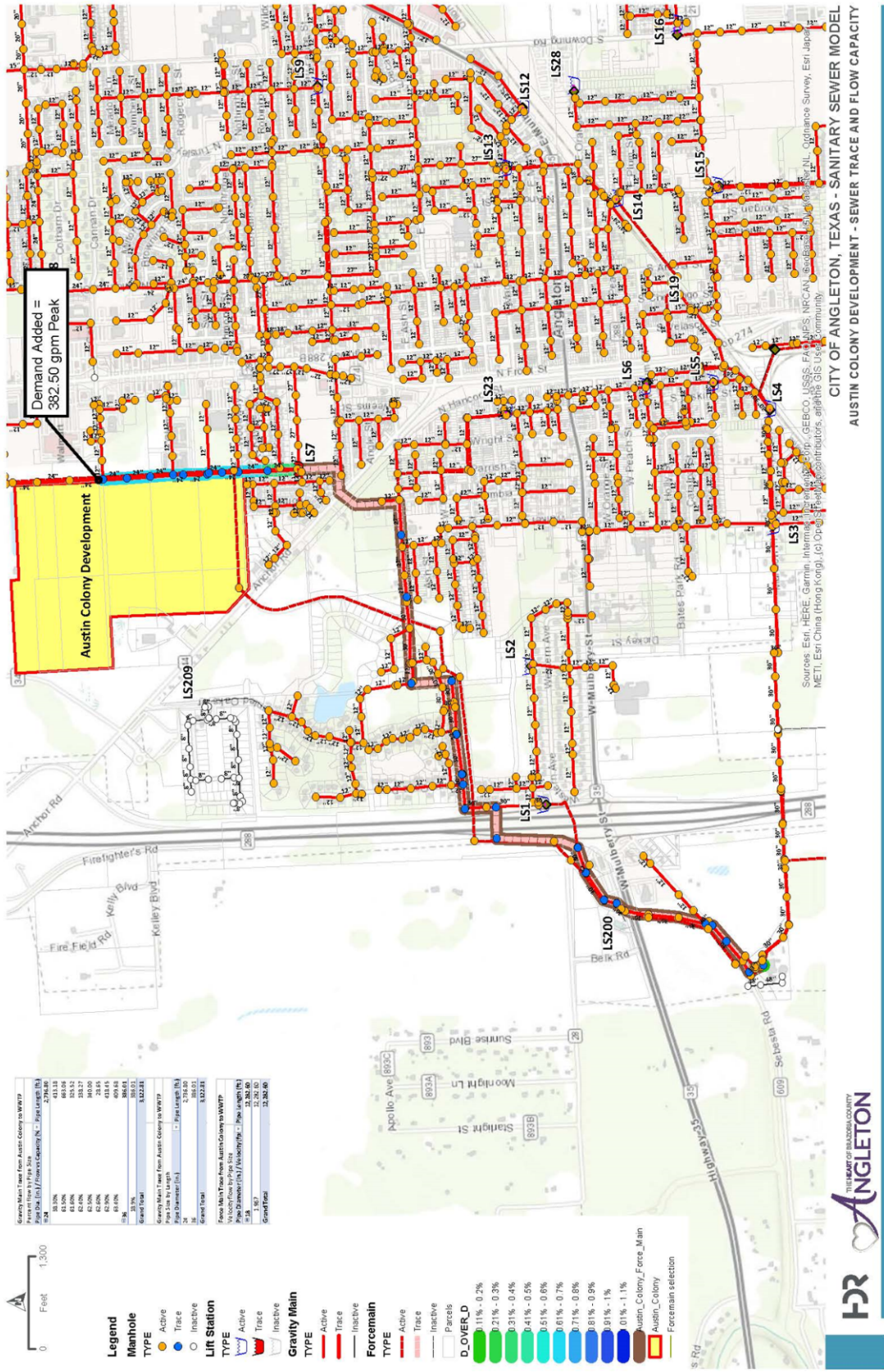
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EXHIBIT “D”**PID PETITION****PETITION FOR CREATION OF****AUSTIN’S COLONY PUBLIC IMPROVEMENT DISTRICT**

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

COMES NOW Leah Tigner, as Independent Executrix of the Estate of John Hughes Tigner, III, Deceased, and Williams Marshall Tigner, II and Tiffany Aleece Tigner Schlensker with a reservation of Life Estate of Williams Marshall Tigner, (“Owners”), the owners of a parcel or parcels of taxable real property, and pursuant to Section 372.005 of the Texas Local Government Code (the “Act”), who hereby petition the City of Angleton, Texas (“City”), to conduct a hearing on this Petition and to create a Public Improvement District pursuant to Chapter 372, Texas Local Government Code, as amended, to be known as “Austin’s Colony Public Improvement District” (the “District”). In support of same, Owners would respectfully show the following:

I.

The boundaries of the proposed District are set forth in Exhibit “A” attached hereto and incorporated by reference herein.

II.

The general nature of the proposed public improvements (the “Improvements”) are: (i) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (ii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iii) landscaping; (iv) the establishment or improvement of parks; (v) erection of fountains, distinctive lighting, and signs; (vi) projects similar to those listed in (i)-(v); (vii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (viii) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (ix) payment of expenses incurred in the establishment, administration, and operation of the District, including the costs of financing the public improvements listed above.

III.

The estimated total cost of the proposed Improvements is \$31,250,000.00.

IV.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for

those public Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those public Improvements (including interest).

V.

All of the cost of the proposed Improvements shall be apportioned to and paid by assessment of the property within the District. The City will pay none of the costs of the proposed Improvements. Any remaining costs of the proposed Improvements will be paid from sources other than assessment of the property within the District.

VI.

The management of the District will be by the City with the assistance of a third-party administrator hired by the City and paid as part of the annual administrative cost of the District.

VII.

The persons or entities (through authorized representatives) signing this Petition request the establishment of the District.

VIII.

It is proposed that an advisory body not be established to develop and recommend an improvement plan to the governing body of the City.

IX.

The persons or entities (through authorized representatives) signing this Petition are also owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and the record owners of real property liable for assessment under the proposal who: (a) constitute more than fifty percent (50%) of all record owners of property that are liable for assessment under the proposal, and (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

X.

This Petition will be filed with the City Secretary, City of Angleton, Texas.

XI.

This Petition may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts will collectively constitute one Petition.

EXHIBIT A

PETITION FOR CREATION OF

AUSTIN'S COLONY PUBLIC IMPROVEMENT DISTRICT

Being a tract of land containing 164.50 acres (7,165,737 square feet), located within J. De J Valderas Survey, Abstract Number (No.) 380, in Brazoria County, Texas; Said 164.50 acre tract being all of Lots 74, 80, 81, 82 and 83 and a portion of Lots 73, 75, 76, 77 and 84 of the New York and Texas Land Company Subdivision recorded under Volume (Vol.) 26, Page 140 of the Brazoria County Deed Records (B.C.D.R.), being a 166.97 acre tract save and except a 2.472 acre tract recorded in the name of Thomas H. Journeay and Elizabeth Journeay under Brazoria County Clerk's File (B.C.C.F.) No. 2014047617; Said 164.50 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

Overall 166.97 acre tract:

BEGINNING at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.), for the southwest corner of the herein described tract;

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 853.57 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the south corner of a called 1.50 acre tract recorded in the name of Williams M. Tigner, II under B.C.C.F. No. 2019055977, for an angle point of the herein described tract;

THENCE, with the easterly lines of said 1.50 acre tract the following four (4) courses:

1. North 43 degrees 09 minutes 58 seconds East, at a distance of 1.35 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 122.66 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;
2. North 49 degrees 37 minutes 04 seconds West, a distance of 128.89 feet to a 1/2-inch iron rod with cap found for an angle point;
3. North 42 degrees 06 minutes 44 seconds East, a distance of 126.66 feet to a 1/2-inch iron rod with cap found for an interior corner of the herein described tract;
4. North 49 degrees 03 minutes 29 seconds West, a distance of 208.32 feet to a 1/2-inch iron rod with cap found at the north corner of said 1.50 acre tract, for an interior corner of the herein described tract;

THENCE, with the northwest line of said 1.50 acre tract, South 43 degrees 14 minutes 22 seconds West, at a distance of 235.10 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 237.02 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the northeast R.O.W. line of said Anchor Road, at the west corner of said 1.50 acre tract, for an angle point;

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 329.32 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the east line of an undeveloped road (sixty feet wide per Vol. 26, Page 140 B.C.D.R.) on the west line of said Lot 76, for the southwest corner of the herein described tract;

THENCE, with the east line of said undeveloped road and the west lines of said Lots 76, 75, 74 and 73, North 02 degrees 57 minutes 24 seconds West, a distance of 1,941.54 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of a called 10 acre tract recorded in the name of Benjamin F. Gray under B.C.C.F. No. 1999047350, for the northwest corner of the herein described tract;

THENCE, with the south line of said 10 acre tract, North 87 degrees 11 minutes 18 seconds East, a distance of 1,320.08 feet to a 5/8-inch iron rod found at southwest corner of a called 10 acre tract recorded in the name of Benjamin F. Gray under B.C.C.F. No. 2006070636, at the southeast corner of said 10 acre tract recorded in B.C.C.F. No. 1999047350, for the northwest corner of a 60' X 1,320' strip recorded in the name of Benjamin F. Gray under B.C.C.F. No. 2003054771, for an angle point;

THENCE, with the west line of said a 60' X 1,320' strip, South 02 degrees 52 minutes 02 seconds East, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of said a 60' X 1,320' strip, for an interior corner of the herein described tract;

THENCE, with the south line of said a 60' X 1,320' strip, North 87 degrees 07 minutes 58 seconds East, a distance of 1,321.11 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the west line of Karankawa Road (undeveloped sixty feet wide per Vol. 26, page 140 B.C.D.R.), at the southeast corner of said a 60' X 1,320' strip, for the northeast corner of the herein described tract;

THENCE, with the west R.O.W. line of said Karankawa Road, being the east line of Lots 84, 83, 82, 81 and 80, South 02 degrees 52 minutes 54 seconds East, a distance of 2,970.25 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the northeast corner of a twenty-foot drainage easement dedicated by the Second Replat of Angleton Meadows Subdivision recorded under Vol. 17, Page 263 of the B.C.P.R., for the southeast corner of said Lot 80 and the herein described tract;

THENCE, with the north line of said Angleton Meadows Subdivision and Angleton Meadows Business Park, and the south lines of said Lots 80 and 77, South 87 degrees 09 minutes 29 seconds West, a distance of 1,575.33 feet to the **POINT OF BEGINNING** and containing 166.97 acres of land.

SAVE AND EXCEPT 2.47 ACRES:

COMMENCING at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.);

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 1,245.66 feet to an angle point;

THENCE, through and across said Lot 76 the following five (5) courses:

1. North 42 degrees 49 minutes 04 seconds East, a distance of 284.35 feet to a 5/8-inch iron rod found for the south corner and **POINT OF BEGINNING** of the herein described tract;
2. North 18 degrees 16 minutes 53 seconds West, a distance of 571.37 feet to a 5/8-inch iron rod found at the northwest corner of the herein described tract;
3. North 88 degrees 50 minutes 27 seconds East, a distance of 299.56 feet to a 5/8-inch iron rod found at the northeast corner of the herein described tract;
4. South 00 degrees 07 minutes 27 seconds West, a distance of 434.88 feet to a 5/8-inch iron rod found at the southeast corner of the herein described tract;
5. South 46 degrees 22 minutes 47 seconds West, a distance of 164.83 feet to the **POINT OF BEGINNING** and containing 2.47 acres of land.

OVERALL: 166.97 ACRES

SAVE AND EXCEPT: 2.47 ACRES

TOTAL: 164.50 ACRES

EXHIBIT E

PUBLIC IMPROVEMENTS TO BE CONSTRUCTED WITH PID FUNDS

The Public Improvements and costs set forth below are estimates and final Public Improvements and costs shall be as set forth in the applicable Service and Assessment Plan. The Service and Assessment Plan will also include costs of issuance for the PID Bonds.

ITEM DESCRIPTION	COMBINED	1	1A	2	1	1A	2
	EXTENSION	QTY.	QTY.	QTY.	EXTENSION	EXTENSION	EXTENSION
Clearing Right of Way - Demolition of barbed Wire Fence	\$ 4,100.00	3,280	0	0	\$ 4,100.00	\$ 0.00	\$ 0.00
Clearing and Grubbing	\$ 376,800.00	42.36	17.00	16.00	\$ 211,800.00	\$ 85,000.00	\$ 80,000.00
Roadway Excavation (Includes Lot Grading)	\$ 84,703.50	5,391	6,327	4,416	\$ 28,302.75	\$ 33,216.75	\$ 23,184.00
6" Lime Stabilized Subgrade	\$ 105,212.25	17,806	13,666	15,289	\$ 40,063.50	\$ 30,748.50	\$ 34,400.25
Lime (7% by Weight)	\$ 191,676.80	281	288	323	\$ 60,311.80	\$ 61,920.00	\$ 69,445.00
Concrete Pavement 6" Thick	\$ 2,230,611.00	16,622	12,027	13,438	\$ 880,966.00	\$ 637,431.00	\$ 712,214.00
Concrete Curb (4" to 6")	\$ 166,491.60	9,531	7,374	8,321	\$ 62,904.60	\$ 48,668.40	\$ 54,918.60
Concrete Sidewalk	\$ 281,826.00	14,260	5,730	7,640	\$ 145,452.00	\$ 58,446.00	\$ 77,928.00
Concrete Wheelchair Rmps	\$ 57,200.00	10	7	9	\$ 22,000.00	\$ 15,400.00	\$ 19,800.00
24" Driveway Culvert (Under Pvmt)(Entry Drive)	\$ 11,136.00	128	0	0	\$ 11,136.00	\$ 0.00	\$ 0.00
Installation of Geotechnical Fabric for Wet Sand	\$ 12,565.00	1,913	600	0	\$ 9,565.00	\$ 3,000.00	\$ 0.00
Street Signs	\$ 6,670.80	7	3	2	\$ 3,891.30	\$ 1,667.70	\$ 1,111.80
Type III Barricades	\$ 6,060.80	4	1	3	\$ 3,030.40	\$ 757.60	\$ 2,272.80
Precast S.E.T. (24" w/ 6:1 Slopes)	\$ 3,355.80	2	0	0	\$ 3,355.80	\$ 0.00	\$ 0.00
Boring (Casing for 12" W.L.)	\$ 33,750.00	35	100	0	\$ 8,750.00	\$ 25,000.00	\$ 0.00
Boring (8" San. Sew., 9'-11' Depth)	\$ 40,500.00	35	100	0	\$ 10,500.00	\$ 30,000.00	\$ 0.00
4" Waterline	\$ 500.00	20	0	0	\$ 500.00	\$ 0.00	\$ 0.00
6" FH Lead (6' Long)	\$ 2,166.00	10	3	2	\$ 1,444.00	\$ 433.20	\$ 288.80
8" Waterline	\$ 393,452.00	4,090	2,686	3,578	\$ 155,420.00	\$ 102,068.00	\$ 135,964.00
12" Waterline	\$ 24,700.00	380	0	0	\$ 24,700.00	\$ 0.00	\$ 0.00
12" Wet Connection	\$ 5,043.20	1	1	2	\$ 1,260.80	\$ 1,260.80	\$ 2,521.60
Fittings	\$ 104,820.03	5.17	2.60	3.60	\$ 47,662.23	\$ 23,969.40	\$ 33,188.40
Waterline Plugs (All Sizes)	\$ 8,462.30	6	1	4	\$ 4,615.80	\$ 769.30	\$ 3,077.20
Water Line Service (Short-Single)	\$ 5,306.70	3	2	2	\$ 2,274.30	\$ 1,516.20	\$ 1,516.20
Water Line Service (Short-Double)	\$ 37,474.50	18	14	11	\$ 15,687.00	\$ 12,201.00	\$ 9,586.50
Water Line Service (Long-Single)	\$ 6,862.10	3	2	2	\$ 2,940.90	\$ 1,960.60	\$ 1,960.60
Water Line Service (Long-Double)	\$ 56,877.60	28	13	11	\$ 30,626.40	\$ 14,219.40	\$ 12,031.80
6" Gate Valve w/ Box	\$ 16,500.00	10	3	2	\$ 11,000.00	\$ 3,300.00	\$ 2,200.00
8" Gate Valve w/ Box	\$ 46,400.00	15	6	8	\$ 24,000.00	\$ 9,600.00	\$ 12,800.00
12" Gate Valve w/ Box	\$ 3,200.00	1	0	0	\$ 3,200.00	\$ 0.00	\$ 0.00
Fire Hydrant	\$ 48,000.00	10	3	2	\$ 32,000.00	\$ 9,600.00	\$ 6,400.00
8" Solid White Thermoplastic Pvmnt Marking	\$ 3,565.00	75	500	0	\$ 465.00	\$ 3,100.00	\$ 0.00
Sanitary Sewer Manhole	\$ 180,000.00	20	10	10	\$ 90,000.00	\$ 45,000.00	\$ 45,000.00
Sanitary Sewer Manhole (Extra Depth)	\$ 4,891.29	4.22	2	4	\$ 2,019.69	\$ 957.20	\$ 1,914.40
Sanitary Sewer Manhole (Stub In)	\$ 12,636.60	1	1	0	\$ 6,318.30	\$ 6,318.30	\$ 0.00
8" Sanitary Sewer (0' to 5' Depth)	\$ 90,592.00	1,314	600	470	\$ 49,932.00	\$ 22,800.00	\$ 17,860.00
8" Sanitary Sewer (5' to 7' Depth)	\$ 71,526.00	503	600	600	\$ 21,126.00	\$ 25,200.00	\$ 25,200.00
8" Sanitary Sewer (7' to 9' Depth)	\$ 132,400.00	1,608	600	440	\$ 80,400.00	\$ 30,000.00	\$ 22,000.00
8" Sanitary Sewer (9' to 11' Depth)	\$ 58,825.00	305	600	0	\$ 19,825.00	\$ 39,000.00	\$ 0.00
Sanitary Sewer Service (Short-Single)	\$ 13,844.60	7	2	2	\$ 8,810.20	\$ 2,517.20	\$ 2,517.20
Sanitary Sewer Service (Short-Double)	\$ 62,899.20	28	13	11	\$ 33,868.80	\$ 15,724.80	\$ 13,305.60
Sanitary Sewer Service (Long-Double)	\$ 73,537.60	16	14	11	\$ 28,697.60	\$ 25,110.40	\$ 19,729.60
Sanitary Sewer Service (Long-Single)	\$ 17,218.80	5	2	2	\$ 9,566.00	\$ 3,826.40	\$ 3,826.40
Sanitary Sewer Plug (All Sizes)	\$ 1,078.20	4	0	2	\$ 718.80	\$ 0.00	\$ 359.40
Wellpointing (Sanitary Sewer Construction)	\$ 94,740.10	1,913	600	0	\$ 72,120.10	\$ 22,620.00	\$ 0.00
Deep Trench Construction (San. Sew. 5' to 7')	\$ 1,571.40	546	600	600	\$ 491.40	\$ 540.00	\$ 540.00
Deep Trench Construction (San. Sew. Over 7')	\$ 3,197.70	1,913	1,200	440	\$ 1,721.70	\$ 1,080.00	\$ 396.00
Deep Trench Construction (St. Sew. 5' to 7')	\$ 3,215.70	1,253	1,250	1,070	\$ 1,127.70	\$ 1,125.00	\$ 963.00
Deep Trench Construction (St. Sew. Over 7')	\$ 3,113.10	1,979	1,030	450	\$ 1,781.10	\$ 927.00	\$ 405.00
Rock Rip Rap (2 Locations)(10' to 16" Round)	\$ 57,305.30	1440	770	0	\$ 37,339.20	\$ 19,966.10	\$ 0.00
Perimeter Drainage Swales("V" Bot, 6"-24" Deep, 4:1 Slopes)	\$ 89,240.00	2,040	1,840	0	\$ 46,920.00	\$ 42,320.00	\$ 0.00
Conc. Slope Paving - Pipe Outfall w/ Cut-Off	\$ 18,897.20	1	2	1	\$ 4,724.30	\$ 9,448.60	\$ 4,724.30
Conc. Pilot Channel (5-1/2" Thick, 4' Wide)	\$ 70,070.17	425	626	0	\$ 28,334.75	\$ 41,735.42	\$ 0.00
Inlets (Type C - L = 5')	\$ 259,700.00	19	17	13	\$ 100,700.00	\$ 90,100.00	\$ 68,900.00
Inlets (Type C - L = 10')	\$ 5,600.00	1	0	0	\$ 5,600.00	\$ 0.00	\$ 0.00
Inlets (Type A)(Entry Drive)	\$ 3,000.00	1	0	0	\$ 3,000.00	\$ 0.00	\$ 0.00
Storm Sewer Manholes (2 Pipes)	\$ 58,500.00	6	4	3	\$ 27,000.00	\$ 18,000.00	\$ 13,500.00
Storm Sewer Manhole (3 Pipes)	\$ 51,000.00	5	0	1	\$ 42,500.00	\$ 0.00	\$ 8,500.00
Storm Sewer Manholes (1 Jt. San. Sew.)	\$ 28,000.00	3	2	2	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00
18" Storm Sewer (Under Pvmt)	\$ 6,630.00	102	0	0	\$ 6,630.00	\$ 0.00	\$ 0.00
24" Storm Sewer (Under Pvmt)	\$ 38,080.00	56	330	90	\$ 4,480.00	\$ 26,400.00	\$ 7,200.00
30" Storm Sewer (Under Pvmt)	\$ 311,640.00	960	920	1060	\$ 101,760.00	\$ 97,520.00	\$ 112,360.00
36" Storm Sewer (Under Pvmt)	\$ 101,286.00	302	160	200	\$ 46,206.00	\$ 24,480.00	\$ 30,600.00
42" Storm Sewer (Under Pvmt)	\$ 272,650.00	110	350	870	\$ 22,550.00	\$ 71,750.00	\$ 178,350.00
48" Storm Sewer (Under Pvmt)	\$ 171,250.00	455	230	0	\$ 113,750.00	\$ 57,500.00	\$ 0.00
54" Storm Sewer (Under Pvmt)	\$ 65,520.00	112	70	0	\$ 40,320.00	\$ 25,200.00	\$ 0.00
5' x 4' Box Culvert (Under Pvmt)	\$ 257,000.00	294	220	0	\$ 147,000.00	\$ 110,000.00	\$ 0.00
7' x 4' Box Culvert (Outfall to Pond)	\$ 143,500.00	205	0	0	\$ 143,500.00	\$ 0.00	\$ 0.00
18" HDPE (From perimeter Swale to CR 44)	\$ 5,200.00	40	40	0	\$ 2,600.00	\$ 2,600.00	\$ 0.00
24" Storm Sewer (Grass)	\$ 11,600.00	145	0	0	\$ 11,600.00	\$ 0.00	\$ 0.00
24" Storm Sewer (Grass) (Oufall from Detention)	\$ 11,700.00	130	0	0	\$ 11,700.00	\$ 0.00	\$ 0.00
42" Storm Sewer (Grass)	\$ 79,920.00	444	0	0	\$ 79,920.00	\$ 0.00	\$ 0.00
Storm Sewer Plug (All Sizes)	\$ 2,933.60	4	2	2	\$ 1,466.80	\$ 733.40	\$ 733.40
Storm Water Pollution Prevention Plan	\$ 46,137.30	1	1	1	\$ 15,379.10	\$ 15,379.10	\$ 15,379.10
4" Sch. 40 PVC Conduits (4 Locations)	\$ 5,886.00	180	180	180	\$ 1,962.00	\$ 1,962.00	\$ 1,962.00
TOTAL AMOUNT ON BID	\$ 8,254,025.59				\$ 3,502,804.17	\$ 2,261,875.57	\$ 2,038,925.35

EXHIBIT F

CONSENT AND AGREEMENT OF LANDOWNERS

This Consent and Agreement of Landowner is issued by _____, as the landowner (the “Landowner”) who holds record title to all property located within The Austin Colony (PID No. 3) Public Improvement District (the “PID”) created by the City of Angleton pursuant to a petition of Landowner. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City’s ordinance levying assessments on property within the PID, dated _____, 2021, including the Service and Assessment Plan and Assessment Roll attached thereto (the “Assessment Ordinance”). [TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PID]

Landowner hereby declare and confirm that they hold record title to all property in the PID which are subject to the Assessment Ordinances, as set forth on Exhibit A. Further, Landowner hereby ratifies, declares, consents to, affirms, agrees to and confirms each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Public Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll.
5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowners, regardless of whether such Landowners may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.
8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.

9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowners hereby waive any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.
12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Harris County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.
13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.
14. There are no Parcels owned by the Landowners within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.
15. Each Parcel owned by the Landowners identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of _____, 20__.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 20[~~22~~__].

By:

COUNTY OF HARRIS §
 §

This instrument was acknowledged before me on the _____ day of _____, 20____ by _____, as, _____ company on behalf of said company.

Notary Public, State of Texas

EXHIBIT G**FORM OF PAYMENT CERTIFICATE**

PAYMENT CERTIFICATE NO. _____

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the "Indenture") relating to the "City of Angleton, Texas, Special Assessment Revenue Bonds, Series 20__ (The Austin Colony (PID No. 3) Public Improvement District Project)" (the "Bonds"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the _____, Texas _____ (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Public Improvement Account of the Project Fund

from _____, N.A., (the "Trustee"), in the amount of _____ (\$_____) for the reimbursement of the costs of labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the Austin Colony (PID No. 3) Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Public Assessments it owes or an entity the Developer controls owes, located in the Austin Colony (PID No. 3) Public Improvement District and has no outstanding delinquencies for such Public Assessments.
6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.
7. The work with respect to Public Improvements referenced below has been completed, and the City has inspected and accepted such Public Improvements.
8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Public Improvement	Total Cost Public Improvement	Budgeted Cost of Public Improvement	Amount requested be paid from the Public Improvement Account	Amount requested to be paid from the Developer Improvement Account

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are “bills paid” affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations and has accepted such Public Improvements.

Payments requested hereunder shall be made to the Developer as directed below:

- a. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____ ,

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer as directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account	Amount to be paid by Trustee from Developer Improvement Account
\$ _____	\$ _____	\$ _____

CITY OF ANGLETON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT H

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____, (the “Developer”) and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from _____, (the “Trustee”) in the amount of _____ DOLLARS (\$) _____) for costs incurred in the establishment, administration, and operation of the Austin Colony (PID No. 3) Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made to the Developer as directed below:

b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____ , _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account	Amount to be paid by Trustee from Improvement Account
\$ _____	\$ _____	\$ _____

CITY OF ANGLETON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT I**HOME OR PROPERTY BUYER DISCLOSURE PROGRAM**

The Developer (as defined in the Service and Assessment Plan) for the Austin Colony (PID No. 3) Public Improvement District (the “PID”) shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the homebuilders or cause the homebuilders to notify settlement companies that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.

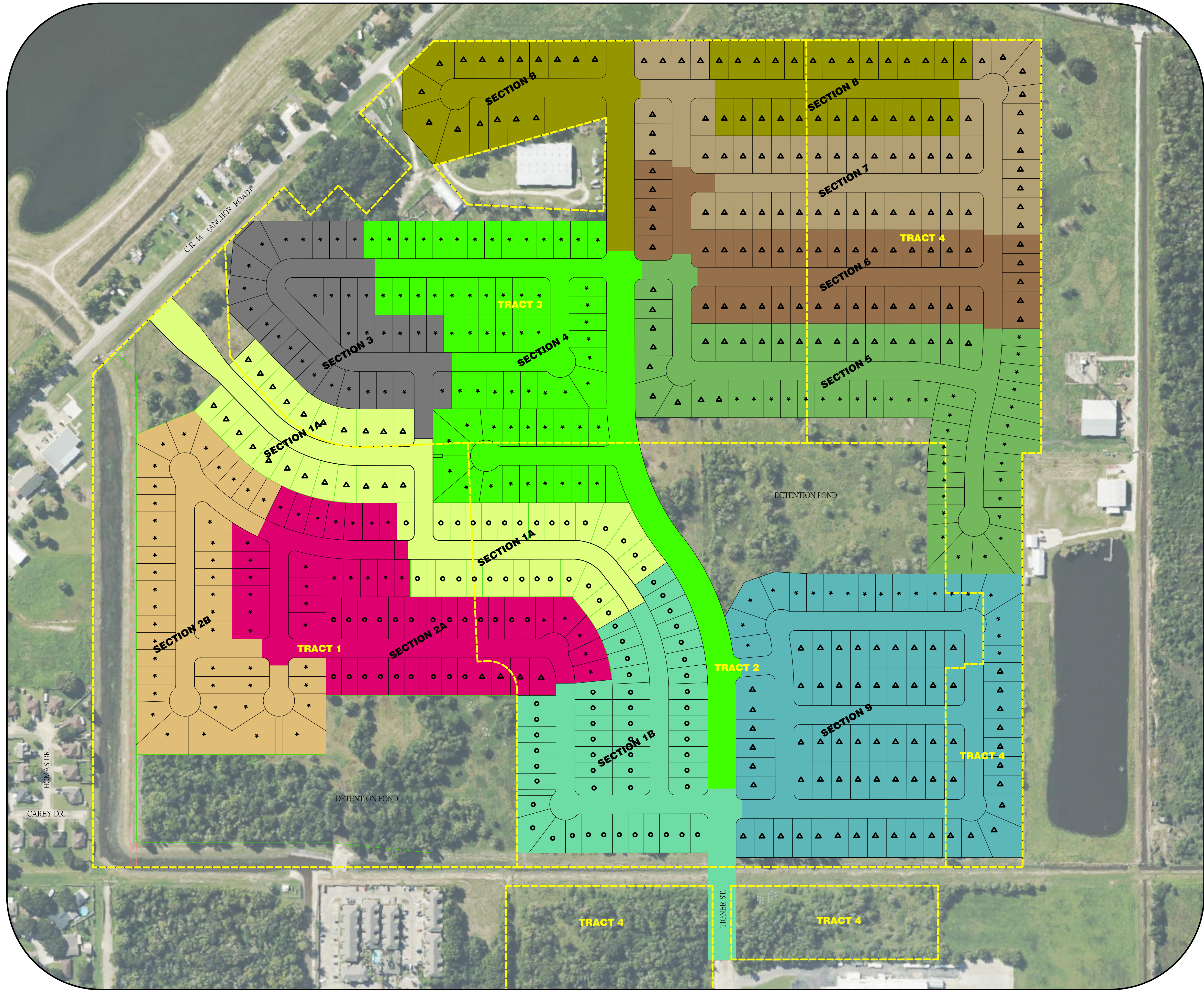
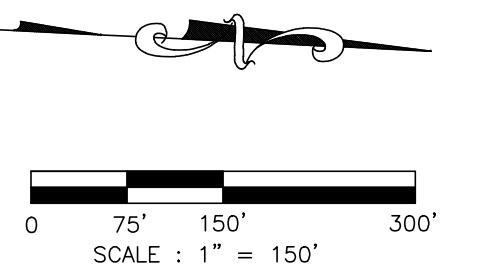
The Developer shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

EXHIBIT J**AMENITIES**












- Entry monument, playground with equipment, planted, aerated; to be completed with Section 1.
- *<perimeter fencing fronting CR44/Anchor Road,*
Austin Colony Blvd. and Tigner Street will have premium wooden fence with vegetation, irrigation and lighting
- reflective pond at Tigner Street / Austin Colony Blvd.




Summary report:	
Litera Compare for Word 11.10.1.2 Document comparison done on 3/6/2025 10:43:44 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://bracewell.cloudimanager.com/IM/8197238/11	
Modified DMS: iw://bracewell.cloudimanager.com/IM/10636648/3	
Changes:	
<u>Add</u>	489
Delete	367
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	13
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	2
Embedded Excel	0
Format changes	0
Total Changes:	871

DATE: 03/03/25



LOT SUMMARY

	SECTION 1A 50 LOTS 28-50', 22-60'
	SECTION 1B 50 LOTS 50-50'
	SECTION 2A 53 LOTS 22-50', 27-55', 4-60'
	SECTION 2B 42 LOTS 42-55'
	SECTION 3 30 LOTS 30-55'
	SECTION 4 61 LOTS 61-55'
	SECTION 5 59 LOTS 35-55', 24-60'
	SECTION 6 40 LOTS 40-60'
	SECTION 7 50 LOTS 50-60'
	SECTION 8 43 LOTS 43-60'
	SECTION 9 83 LOTS 19-55', 64-60'

-  50' LOTS
-  55' LOTS
-  60' LOTS

TOTAL LOTS
561

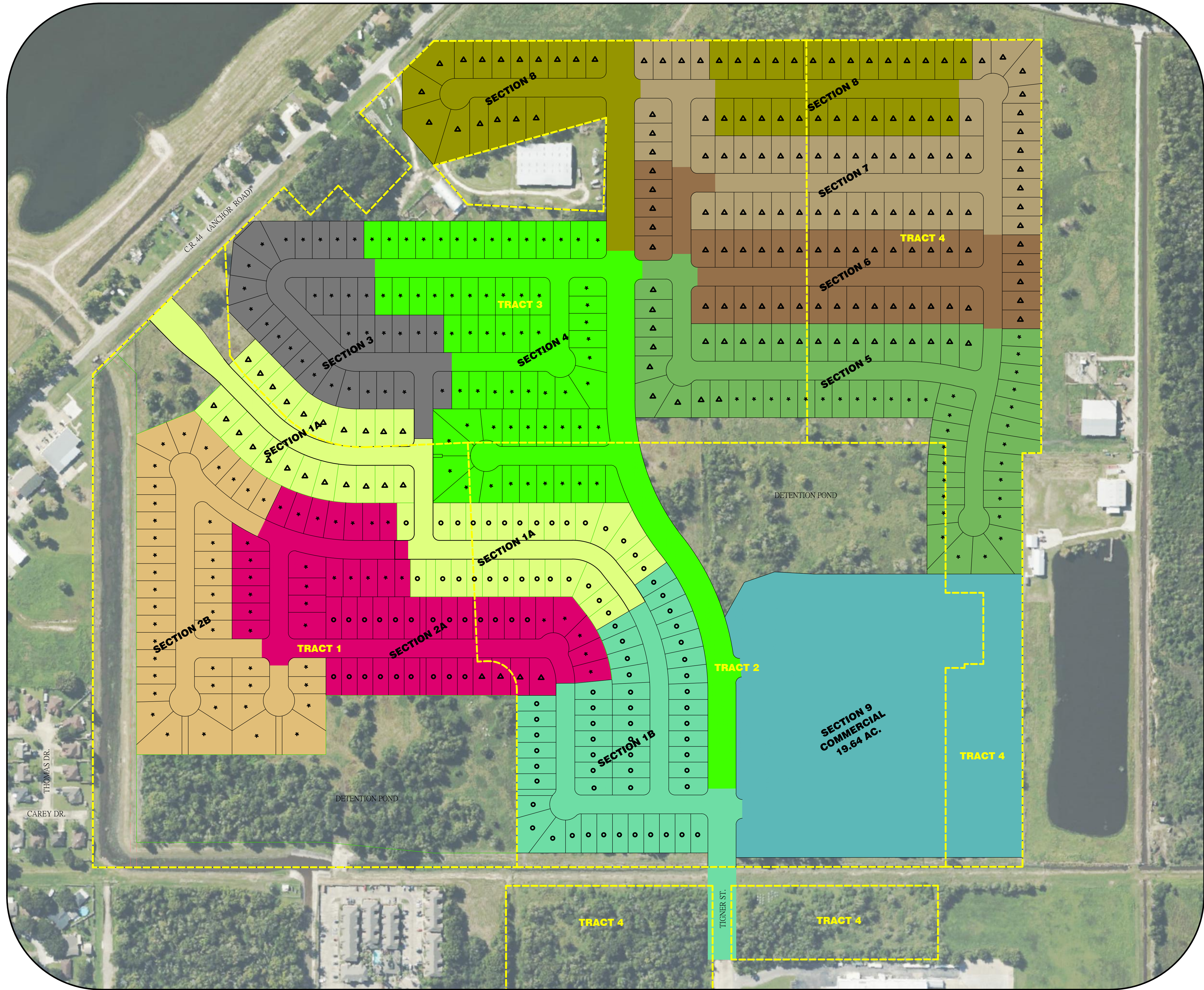
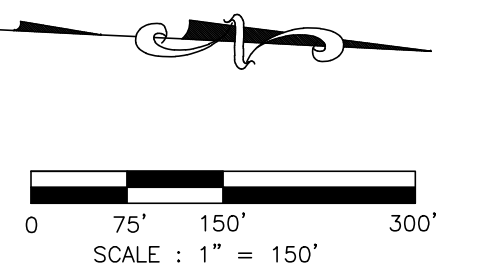
100 - 50' LOTS
 214 - 55' LOTS
 247 - 60' LOTS

EXHIBIT 6 RESIDENTIAL
Austin Colony
Subdivision

164.50 ACRES OF LAND

B & L
 BAKER & LAWSON, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 REG. NO. F-825, TBPLS NO. 10052500
 DATE: 03/03/25
 FILE NAME: 14257-OVERALL-EXHIBIT 6.DWG

DATE: 03/03/25



LOT SUMMARY

- SECTION 1A
50 LOTS
28-50', 22-60'
- SECTION 1B
50 LOTS
50-50'
- SECTION 2A
53 LOTS
22-50', 27-55', 4-60'
- SECTION 2B
42 LOTS
42-55'
- SECTION 3
30 LOTS
30-55'
- SECTION 4
61 LOTS
61-55'
- SECTION 5
59 LOTS
35-55', 24-60'
- SECTION 6
40 LOTS
40-60'
- SECTION 7
50 LOTS
50-60'
- SECTION 8
43 LOTS
43-60'
- SECTION 9
COMMERCIAL
RESERVE

- 50' LOTS
- * 55' LOTS
- △ 60' LOTS

TOTAL LOTS
478

100 - 50' LOTS
195 - 55' LOTS
183 - 60' LOTS

EXHIBIT 6 COMMERCIAL
Austin Colony
Subdivision

164.50 ACRES OF LAND

B & L
BAKER & LAWSON, INC.
ENGINEERS • PLANNERS • SURVEYORS
REG. NO. F-825, TBPLS NO. 10052500
DATE: 03/03/25
FILE NAME: 14257-OVERALL-EXHIBIT 6.DWG

SUMMARY ATTACHMENT A: Summary of Requested Changes to Austin Colony Development Agreement (Second Amendment)

	Old	New
Assessment Rate	Was \$0.7070 per \$100	Changed to \$1.25 per \$100
		<p>Merge 26 lots in Section 3 north of Tigner with 54 lots in Section 9 to increase Section 9 to 80 lots</p> <ul style="list-style-type: none"> • 17 55' width lots • 63 60' wide lots
Land Plan Changes		<p>Section 3 now has only 31 lots that are 55' wide</p>
		<p>New Exhibit B-1 is the Land Plan if Section 9 is developed as commercial with the following:</p> <ul style="list-style-type: none"> • Land reserved for commercial use for 6 years from the date of issuance of first building permit in the Development. • If Land in Section 9 is sold or developed for commercial purposes, the land in the 26 lots in Section 3 that lie north of Tigner will be merged with the land in the 54 lots in Section 9 and the lots will be eliminated making the total lots only 483 • If the land hasn't been sold or developed for commercial purposes during the 6 year period, then at Developer's option, he may develop the land for single-family residential development. • Section 3 will only contain 31 lots, whether Section 9 is developed as commercial or not and will lie south of Tigner and all will be 55' wide.
Public Improvement Financing Date – Improvement Area A, B, C	The Date the City either sells the first series of Bonds for Improvement Area A, B and C or levies assessments was originally January 1, 2023 and then amended to January 1, 2025	Would change the date for Improvement Area A to January 1, 2032, for Improvement Area B to January 1, 2034 and for Improvement Area C to January 1, 2036.
Number of Lots	No more than 540	No more than 563

Changes in Lot Dimensions:

Old Numbers:

SECTIONS AND LOTS SUMMARY				
Section	Lot Width 50 Feet	Lot Width 55 Feet	Lot Width 60 Feet	Section Lot Total
1	28		22	50
1B	50			50
2A	22	27	4	53
2B		42		42
3		47	9	56
4		61		61
5		38	24	62
6			41	41
7		65	50	50
8		55	43	43
9			54	54
Lot Size Total	100	215	247	562
Size%	17.79%	38.26%	43.95%	100%

New Numbers:

SECTIONS AND LOTS SUMMARY				
Section	Lot Width 50 Feet	Lot Width 55 Feet	Lot Width 60 Feet	Section Lot Total
1	28		22	50
1B	50			50
2A	22	27	4	53
2B		42		42
3		31		31
4		61		61
5		38	24	62
6			41	41
7			50	50
8			43	43
9		17	63	80
Lot Size Total	100	216	247	563
Size%	17.76%	38.36%	43.88%	100%

Changes to Fees in Lieu of Park Dedication

Old Numbers:

Sections	Number of Lots	Park Fee- In- Lieu
1A	50	\$28,750
1B	50	\$28,750
2A	53	\$30,475
2B	42	\$24,150
3	56	\$32,200
4	61	\$35,075
5	62	\$35,650
6	41	\$23,575
7	50	\$28,750
8	43	\$24,725
9	54	\$31,050
TOTAL	562	\$310,500.00

New Numbers:

Sections	Number of Lots	Park Fee- In- Lieu
1A	50	\$28,750
1B	50	\$28,750
2A	53	\$30,475
2B	42	\$24,150
3	31	\$17,825
4	61	\$35,075
5	62	\$35,650
6	41	\$23,575
7	50	\$28,750
8	43	\$24,725
9	80	\$46,000
TOTAL	563	\$323,725

Sewer CAF:

Old Numbers:

Sections	Number of	SewerCAF
	Lots	
1A	50	\$42,527.50
1B	50	\$42,527.50
2A	53	\$45,079.15
2B	42	\$35,723.10
3	56	\$47,630.80
4	61	\$51,883.55
5	62	\$52,734.10
6	41	\$34,872.55
7	50	\$42,527.50
8	43	\$36,573.65
9	54	\$45,929.70
TOTAL	562	\$478,009.10

New Numbers:

Sections	Number of	Sewer CAF
	Lots	
1A	50	\$42,527.50
1B	50	\$42,527.50
2A	53	\$45,079.15
2B	42	\$35,723.10
3	31	\$26,367.05
4	61	\$51,883.55
5	62	\$52,734.10
6	41	\$34,872.55
7	50	\$42,527.50
8	43	\$36,573.65
9	80	\$68,044.00
TOTAL	563	\$478,859.65

Water CAF:

Old Numbers:

Sections	Number of	WaterCAF
	<u>Lots</u>	
1A	50	\$26,835.00
1B	50	\$26,835.00
2A	53	\$28,445.10
2B	42	\$22,541.40
3	56	\$30,055.20
4	61	\$32,738.70
5	62	\$33,275.40
6	41	\$22,004.70
7	50	\$26,835.00
8	43	\$23,078.10
9	54	\$28,981.80
TOTAL	562	\$301,625.40

New Numbers:

Sections	Number of	WaterCAF
	<u>Lots</u>	
1A	50	\$26,835.00
1B	50	\$26,835.00
2A	53	\$28,445.10
2B	42	\$22,541.40
3	31	\$16,637.70
4	61	\$32,738.70
5	62	\$33,275.40
6	41	\$22,004.70
7	50	\$26,835.00
8	43	\$23,078.10
9	80	\$42,936.00
TOTAL	563	\$302,162.10



AGENDA ITEM SUMMARY FORM

MEETING DATE: 3/11/2025

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on Abigail Arias Park schematic designs.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$2,750,00.00 **FUNDS REQUESTED:** \$0

FUND: 040-506-625.10

EXECUTIVE SUMMARY:

Burditt Land | Place has developed two schematic designs for Abigail Arias Park based on input from the Parks & Recreation Board and Arias Family Park programming meetings held on January 13, 2025.

On Tuesday, February 22, 2025, a Town Hall meeting was held from 5 PM to 6 PM to collect input from the community regarding the two schematic designs developed for Abigail Arias Park.

On Tuesday, March 4, 2025, a Parks & Recreation Board meeting was held to collect input from the board regarding the two schematic designs developed for Abigail Arias Park.

The staff is seeking input on the two designs from the City Council before the final design is presented for approval.

RECOMMENDATION:

Staff recommends that the City Council provide input on the two designs before the final design is presented for approval.

ABIGAIL ARIAS PARK

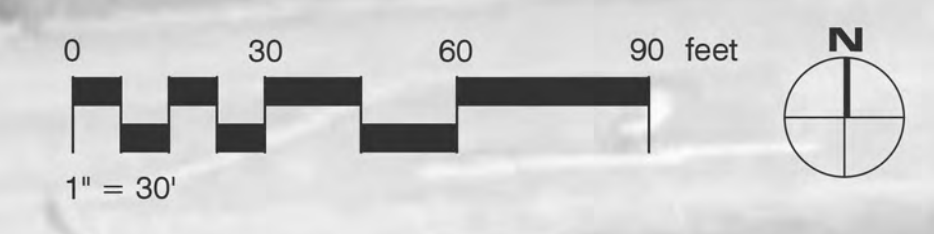
CONCEPTUAL SITE PLAN A "THE CREEK"

LEGEND:

- 01 - PARK ENTRANCE/EXIT
- 02 - PARKING (38 SPACES)
- 03 - PLAZA SEATING
- 04 - ART/STORY PANELS
- 05 - RESTROOMS AND PAVILION
- 06 - DONOR PLAZA
- 07 - TODDLER SPLASHPAD
- 08 - SPLASH-PAD
- 09 - RENT-ABLE SHADE STRUCTURES
- 10 - TURF PLAY AREA
- 11 - LOW BRIDGE WITH TUNNEL
- 12 - (2 - 5 YEARS) PLAYGROUND
- 13 - (5 - 10 YEARS) PLAYGROUND
- 14 - BERM WITH SLIDES
- 15 - PICNIC GROVE
- 16 - NATURE HEALING TRAIL W/ SEATING
- 17 - BERM
- 18 - OPEN LAWN
- 19 - 10' TRAIL (.28 MILE)
- 20 - EXISTING FOREST BUFFER
- 21 - ENTRY SIGNAGE
- 22 - NATIVE PLANTINGS WITHIN SWALE
- 23 - FUTURE SKATE BOWL
- 24 - SKATE RUN PLAZA
- 25 - FOOD TRUCK/FARMER'S MARKET
- 26 - OBSTACLE COURSE
- 27 - BRICK PAVER CROSSWALK (TYP.)



LAS BRISAS
APARTMENT HOMES

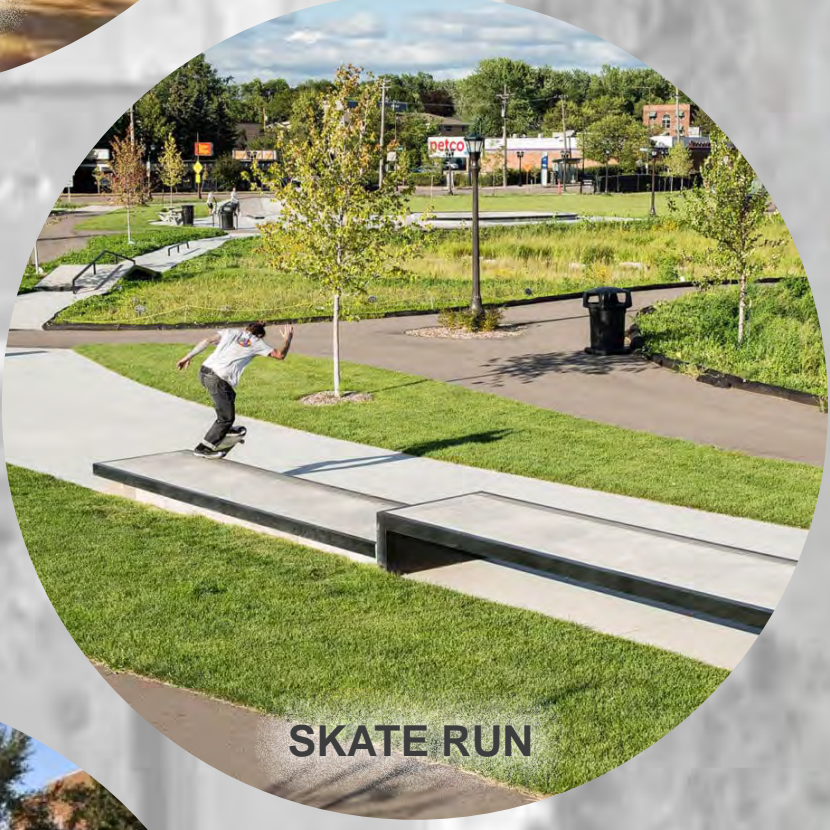


ABIGAIL ARIAS PARK

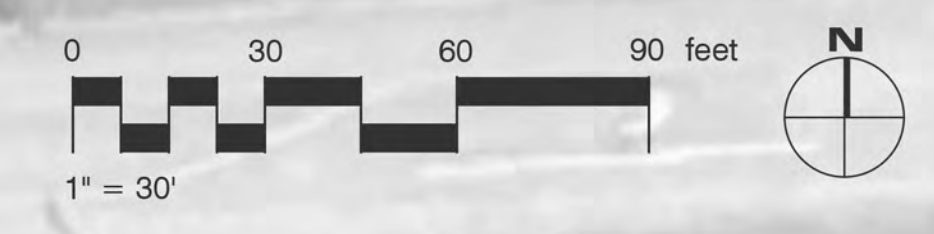
CONCEPTUAL SITE PLAN B "RAIN"

LEGEND:

- 01 - PARK ENTRANCE/EXIT
- 02 - PARKING (43 SPACES)
- 03 - DROP OFF/PICK UP
- 04 - ART/STORY PANELS
- 05 - RESTROOMS AND PAVILION
- 06 - ENTRY GATEWAY
- 07 - TODDLER SPLASH
- 08 - SPLASH-PAD
- 09 - RENT-ABLE SHADE STRUCTURES
- 10 - (2 - 5 YEARS) PLAYGROUND
- 11 - (5 - 10 YEARS) PLAYGROUND
- 12 - PICNIC GROVE
- 13 - LABYRINTH WALKING PATH
- 14 - BERM
- 15 - OPEN LAWN
- 16 - 10' TRAIL (.29 MILE)
- 17 - EXISTING FOREST BUFFER
- 18 - ENTRY SIGNAGE
- 19 - GATHERING/STAGE
- 20 - FUTURE SKATE BOWL
- 21 - SKATE RUN PLAZA
- 22 - NATIVE PLANTINGS WITHIN SWALE



LAS BRISAS APARTMENT HOMES





AGENDA ITEM SUMMARY FORM

MEETING DATE: 3/11/2025

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on Freedom Park schematic designs.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$900,000.00 **FUNDS REQUESTED:** \$0

FUND: 040-506-625.20

EXECUTIVE SUMMARY:

Burditt Land | Place has developed two schematic designs for the Freedom Park field expansion based on the Freedom Park Master Plan and site constraints.

Concept A:

Pros

- Activates more of the space through extended sidewalks.
- Creates more ADA-accessible points from the existing playground to the existing batting cages.
- Works better with the existing topography.
- One large berm.
- ADA access from existing parking and playground.
- It will be a better fit if future (2) 200' fields are to be added.

Cons

- More concrete sidewalks, which will increase costs.

Concept B:

Pros

- Fewer concrete sidewalks, which will decrease costs.
- Optimal field layout based on master plan documents.

Cons

- Less activation of the site.
- Two separate berms to avoid existing trees.
- Tight fit if future (2) 200' fields are to be added.

On Tuesday, March 4, the staff presented both concepts to the Parks & Recreation Board. The Parks & Recreation Board made a motion to recommend Concept A as the final design to the City Council for approval.

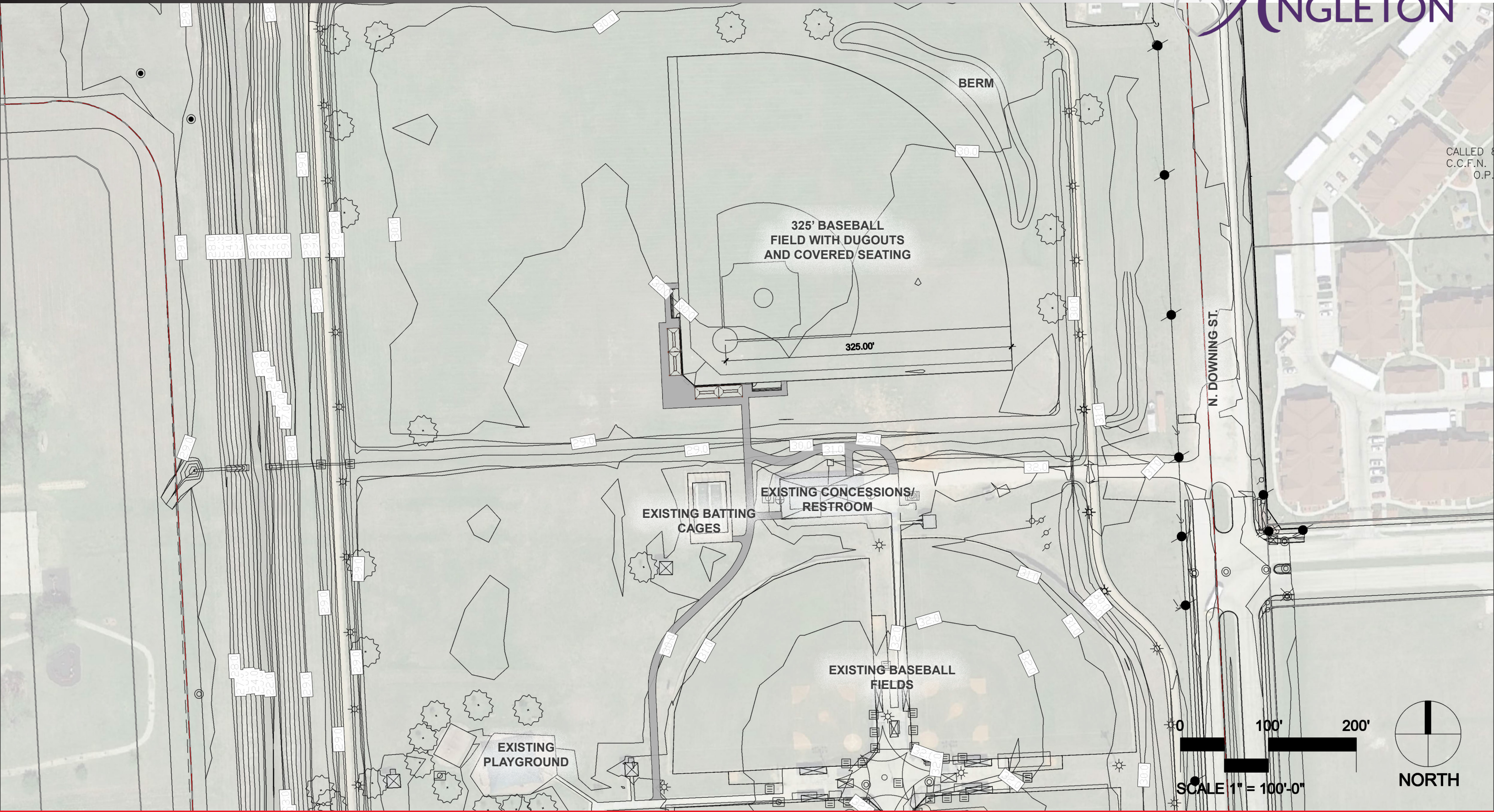
RECOMMENDATION:

Staff recommends the City Council approve Concept A so Burditt Land | Place can continue with design development, an estimate of probable costs, and construction documents.

FREEDOM PARK BASEBALL FIELD

CONCEPTUAL SITE PLAN A

Item 11.



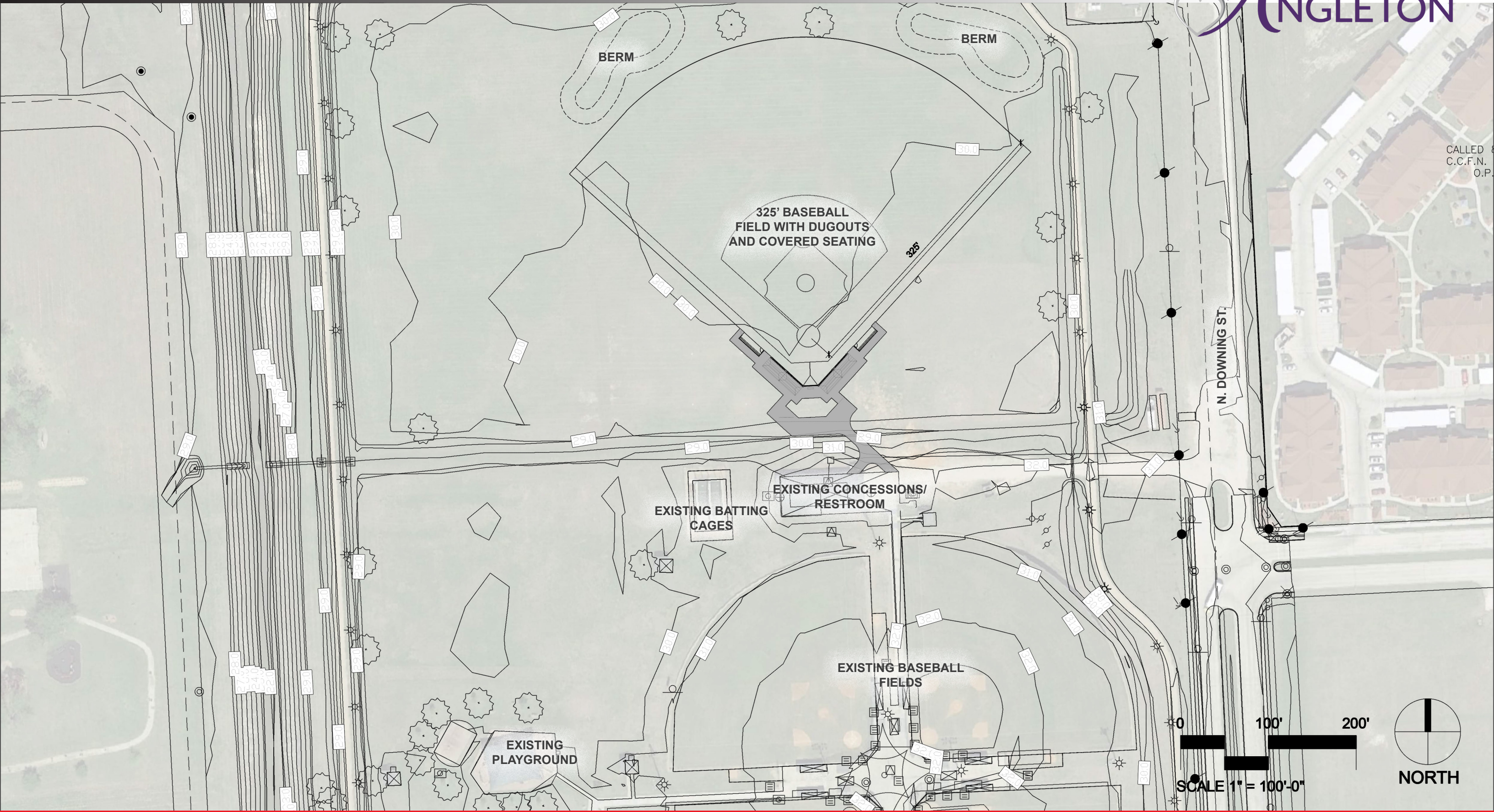
CALLED
C.C.F.N.
O.P.

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FREEDOM PARK BASEBALL FIELD

CONCEPTUAL SITE PLAN B

Item 11.



CALLED
C.C.F.N.
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AGENDA ITEM SUMMARY FORM

MEETING DATE: 3/11/2025

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

AGENDA CONTENT: Discussion and possible action on the hiring freeze for Front Desk, Facility Assistant, Water Safety Instructors, and Seasonal Program staff.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: Fund 50, Fund 60 **FUNDS REQUESTED:** NA

FUND: Fund 50, Fund 60

EXECUTIVE SUMMARY:

On January 8, 2025, the City Manager implemented a hiring freeze for all departments except Finance and Police, halting new hires and restricting overtime. While the Angleton Better Living Corporation (ABLC) and City Council approved an exemption for lifeguards, additional critical part-time positions remain frozen, directly impacting daily operations and revenue-generating programs at the Angleton Recreation Center (ARC) and Recreation Division.

Impact on the Angleton Recreation Center

The Angleton Recreation Center facility operates nearly year-round and relies on part-time staff for front desk operations, facility supervision, and program facilitation. Without adequate staffing:

- **Front Desk Clerks** are responsible for handling customer service, processing memberships, registering participants for programs, and managing facility access. Insufficient staffing could lead to longer waiting times, decreased customer satisfaction, and a decline in membership renewals.
- **Facility Assistants** serve as the primary supervisors during evenings, weekends, and holidays when full-time staff are unavailable. Without them, the facility would have reduced supervision, potential safety risks, and possible early closures, disrupting member access and scheduled rentals.

Impact on Parks & Recreation Programs

The Parks & Recreation Department provides structured programming that enhances the community's quality of life. The hiring freeze directly affects several programs:

- **Water Safety Instructors** are needed to conduct swimming lessons, which serve as a critical drowning prevention measure for the community. Without these instructors, swimming lessons would be canceled, resulting in revenue loss and reduced water safety education.
- **Seasonal Program Assistants** support Summer Camp and Track Camp, which generate significant revenue and serve over 200 youth annually. These programs:
 - Provide safe, structured environments for children while parents work.
 - Encourage physical activity and skill development in a supervised setting.
 - If the hiring freeze remains, Summer Camp and Track Camp would likely be canceled, negatively impacting families and the city's financial sustainability.

Financial Considerations and Compliance Considerations

- The previous and proposed Cost Recovery Policy establishes approved tiers for programming, ensuring programs align with recommended funding levels. The expenses for these programs have already been accounted for and approved.
- The Texas Municipal Retirement System (TMRS) mandates that employees working 1,000+ hours annually must be enrolled in the retirement system. Maintaining proper staffing levels ensures part-time employees stay under this threshold, preventing unintended long-term financial obligations for the city.

Supporting Documents (provided in your packet)

The Angleton Recreation Center & Recreation Division Operations Overview provides insights into how part-time staff are structured to meet facility and program demands, ensuring efficient and effective service delivery. The Department Organizational Chart illustrates reporting structures and role responsibilities, clarifying how each position contributes to overall operations. Additionally, the Part-Time Salary Calculation Spreadsheets outline staffing needs based on facility hours, program schedules, and cost recovery projections, demonstrating the financial alignment of these roles with approved funding. Reviewing these materials will provide City Council with a clear picture of how staffing decisions directly impact operational sustainability, service availability, and financial responsibility.

RECOMMENDATION:

Staff recommends City Council consider lifting the hiring freeze for Front Desk Clerks, Facility Assistants, Water Safety Instructors, and Seasonal Program Assistants.

Angleton Recreation Center & Recreation Division Operations

Angleton Recreation Staffing Structure

The Angleton Recreation Center is managed by a combination of full-time and part-time employees, ensuring daily operations, maintenance, and program delivery.

Operational Overview

- **ARC Hours of Operation:**
 - Monday–Friday: 5:00 AM to 9:00 PM
 - Saturday: 8:00 AM to 6:00 PM
 - Sunday: 1:00 PM to 6:00 PM
- **Non-Peak Pool Hours of Operation:**
 - Monday–Friday: 5:30 to 11:30AM and 4:30 to 7:30 PM
 - Saturday: 8:30 AM to 5:30 PM
 - Sunday: 1:30 PM to 5:30 PM
- **Peak Pool Hours of Operation:**
 - Monday–Friday: 5:30 AM to 7:30 PM
 - Saturday: 8:30 AM to 5:30 PM
 - Sunday: 1:30 PM to 5:30 PM
- **Holiday & Emergency Operations:** Holiday hours vary but generally follow a reduced schedule of 8:00 AM to 6:00 PM. The facility serves as a designated warming/cooling center and a Red Cross shelter during emergencies.

Angleton Recreation Center Full-Time Staff:

- **Facility Operations Superintendent** – Oversees overall facility operations, building upkeep, safety compliance, staffing, independent contractors, budgeting, and strategic planning.
 - **Direct Reports:** Aquatics Manager (1), Member Services Assistant (2), Part-time Facility Assistants (3)
- **Aquatics Manager** – Oversees natatorium operations and maintenance, lifeguard staffing, and aquatic programs.
 - **Direct Reports:** Lifeguards (25-35), Water Safety Instructors (2-3)
- **Member Services Assistants** – Provide customer service, process memberships and rentals, resolve customer issues, and support front desk operations. 50% of the time is spent working at the desk and the other 50% is spent completing administrative tasks.
 - **Direct Reports:** Part-time Front Desk Clerks (7-10)

- **Schedule Explanation:**
 - **Opening Shift:** 4:30 AM to 1:30 PM
 - 4:30 AM to 8:30 AM – Working at Front Desk
 - 8:30 AM to 9:30 AM – Break
 - 9:30 AM to 1:30 PM – Administrative work
 - **Day Shift:** 8:30 AM to 5:30 PM
 - 8:30 AM to 12:30 PM – Working at Front Desk
 - 12:30 PM to 1:30 PM – Break
 - 1:30 PM to 5:30 PM – Administrative work

Angleton Recreation Center Part-Time Staff:

- **Facility Assistant** – Assist in overseeing the daily operations of the facility, monitoring access, ensuring safety, supporting other part-time staff, rental coordination, and responding to emergencies as needed. Serves as the supervisor on nights, weekends, and City holidays.
- **Front Desk Clerk** – Supports daily operations of the front desk and customer experience, handling customer transactions, selling memberships, day passes, and rentals, assisting with program registration, support with monitoring the facility, and responding to emergencies as needed.
- **Lifeguards** – Supervise the natatorium and ensure patrons are aware of and adhere to safety rules and policies of the facility, assist with cleaning and minor maintenance, and respond to emergencies as needed.
- **Water Safety Instructors** – Teach or assist in swim lessons offered at the Angleton Recreation Center pool.

Recreation Division Staffing Structure

The Recreation Division operates with a mix of full-time and part-time staff to ensure successful programs and a positive community impact.

Full-Time Staff:

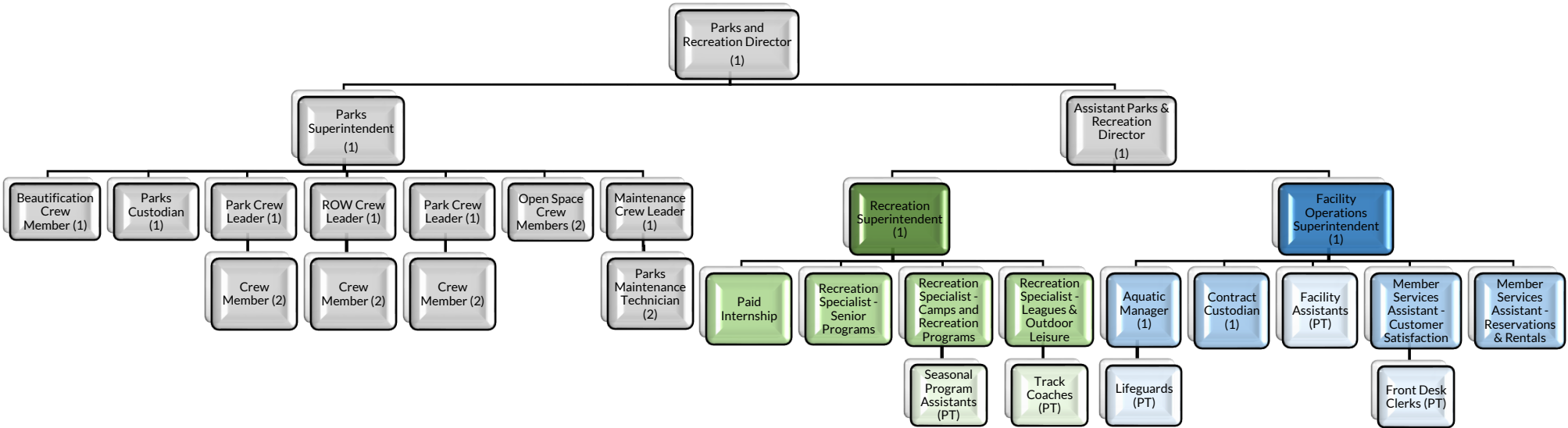
- **Recreation Superintendent** – Oversees the development, implementation, and evaluation of recreation programs, special events, and community engagement initiatives. Responsible for budget management, staff supervision, strategic planning, department marketing, and communications.
 - **Direct Reports:** Recreation Specialists (3), Interns
 - **FY24/25 Programs & Events:** Jingle Bell Run, Community Garage Sale, Doggy Egg Hunt, Great Race, Father-Daughter Dance, and Cookie Jamboree

- **Recreation Specialist – Senior Programs** – Coordinates programs and services for the senior population, including wellness activities, social engagement, educational workshops, and senior trips.
 - **Direct Reports:** Contracted Bus Driver(s)
 - **FY24/25 Programs & Events:** Day Trips, Overnight Trips, Christmas Party, Monthly Potlucks, Thanksgiving Potluck, Summer Party, Valentines Social, Lunch & Learns, Program Tuesdays (bingo, games, crafts, bunco, etc.) Chair Volleyball, and Bean Bag Baseball
- **Recreation Specialist – Camps & Recreation Programs** – Manages youth camps, after-school programs, and general recreation activities, ensuring safe and enriching experiences for participants.
 - **Direct Reports:** Seasonal Program Assistants – Camp (4-5)
 - **FY24/25 Programs & Events:** Splish Splash Swim Tales, Puzzle Palooza, Fall Break Trip, Wellness Walkers, Spring Break Camp, Summer Camp, Adaptive Arts & Eats, Little Chefs, and Cake Off Challenge
- **Recreation Specialist – Leagues & Outdoor Leisure** – Oversees adult and youth sports leagues, tournaments, outdoor recreation initiatives, and nature-based programs.
 - **Direct Reports:** Track Coaches (2-3)
 - **FY24/25 Programs & Events:** Green Garden Series, Mini Athletes, Junior Pickleball, Starry Nights, Youth Volleyball, Youth Basketball, Adult Volleyball Leagues, Angleton EnviroLeaders, Adult Pickleball tournament, and Track Camp

Part-Time & Seasonal Staff:

- **Seasonal Program Assistants (Summer)** – Support the execution of camps, events, and recreation programs to ensure we meet the Standards of Care ratios for the number of children and instructors, and provide hands-on assistance with activities, logistics, and participant engagement.
- **Track Coaches (Summer)** – Lead and develop youth track and field programs, focusing on skill development, teamwork, and competition preparation.

2025 ORGANIZATIONAL CHART



Front Desk Schedule Oct 1 - May 25, Sept 1 - Sept 30 (Non-Peak - 37 weeks)										Season Totals
Weekday Shifts	Shifts / Wk	Time in	Time Out	Time	Position	# of Emp	Hrs/Wk	Avg. Rate	Cost/Wk	
Monday - Friday	5	12:15 PM	5:15 PM	5:00	FD	1	25.00	\$9.75	\$243.75	
Monday - Friday	5	5:00 PM	9:15 PM	4:15	FA	1	21.25	\$13.00	\$276.25	
Monday - Friday	5	5:00 PM	9:15 PM	4:15	FD	1	21.25	\$9.75	\$207.19	
										\$727.19
Weekend Shifts	Shifts / Wk	Time in	Time Out	Time	Position	# of Emp	Hrs/Wk	Avg. Rate	Cost/Wk	
Saturday	1	7:30 AM	1:15 PM	5:45	FA	1	5.75	\$13.00	\$74.75	
Saturday	1	7:45 AM	1:15 PM	5:30	FD	1	5.50	\$9.75	\$53.63	
Saturday	1	10:30 AM	3:30 PM	5:00	FD	1	5.00	\$9.75	\$48.75	
Saturday	1	1:00 PM	6:15 PM	5:15	FA	1	5.25	\$13.00	\$68.25	
Saturday	1	1:00 PM	6:15 PM	5:15	FD	1	5.25	\$9.75	\$51.19	
Sunday	1	12:30 PM	6:15 PM	5:45	FA	1	5.75	\$13.00	\$74.75	
Sunday	1	12:45 PM	6:15 PM	5:30	FD	2	11.00	\$9.75	\$107.25	
										\$478.56
										\$44,612.75

Front Desk Schedule May 26 - Sept 1 (Peak - 15 weeks)										
Weekday Shifts	Shifts / Wk	Time in	Time Out	Time	Position	# of Emp	Hrs/Wk	Avg. Rate	Cost/Wk	
Monday - Friday	5	11:15 AM	3:30 PM	4:15	FD	1	21.25	\$9.75	\$207.19	
Monday - Friday	5	12:15 PM	5:15 PM	5:00	FD	1	25.00	\$9.75	\$243.75	
Monday - Friday	5	5:00 PM	9:15 PM	4:15	FA	1	21.25	\$13.00	\$276.25	
Monday - Friday	5	5:00 PM	9:15 PM	4:15	FD	1	21.25	\$9.75	\$207.19	
										\$934.38
Weekend Shifts	Shifts / Wk	Time in	Time Out	Time	Position	# of Emp	Hrs/Wk	Avg. Rate	Cost/Wk	
Saturday	1	7:30 AM	1:00 PM	5:30	FA	1	5.50	\$13.00	\$71.50	
Saturday	1	7:45 AM	1:15 PM	5:30	FD	1	5.50	\$9.75	\$53.63	
Saturday	1	10:30 AM	3:30 PM	5:00	FD	1	5.00	\$9.75	\$48.75	
Saturday	1	1:00 PM	6:15 PM	5:15	FA	1	5.25	\$13.00	\$68.25	
Saturday	1	1:00 PM	6:15 PM	5:15	FD	1	5.25	\$9.75	\$51.19	
Sunday	1	12:30 PM	6:15 PM	5:45	FA	1	5.75	\$13.00	\$74.75	
Sunday	1	12:45 PM	6:15 PM	5:30	FD	2	11.00	\$9.75	\$107.25	
										\$475.31
										\$21,145.31

Meetings/Trainings & Misc. Events										
Weekend Shifts	Shifts	Time in	Time Out	Time	Position	# of Emp	Hours	Avg. Rate	Cost/Wk	
Bi-monthly meetings	6	6:15 PM	8:15 PM	2:00	FD	15	180.00	\$9.75	\$1,755.00	
Bi-monthly meetings	6	7:15 PM	9:15 PM	2:00	FA	2	24.00	\$13.00	\$312.00	
CPR Training	1	8:00 AM	12:00 PM	4:00	FD	15	60.00	\$9.75	\$585.00	
CPR Training	1	8:00 AM	12:00 PM	4:00	FA	2	8.00	\$13.00	\$104.00	
Pool Parties	30	6:30 PM	9:30 PM	3:00	FD	1	90.00	\$9.75	\$877.50	
Father Daughter	1	6:30 PM	9:30 PM	3:00	FD	2	6.00	\$9.75	\$58.50	
										\$3,692.00
										\$3,692.00

Lifeguard Schedule Oct 1 - May 25, Sept 1 - Sept 30 (Non-Peak - 37 weeks)									
Weekday Shifts	Shifts / Wk	Time in	Time Out	Time	Position	# of Emp	Hrs/Wk	Avg. Rate	Cost/Wk
Monday - Friday	5	5:00 AM	11:45 AM	6:45	LG	5	168.75	\$11.21	\$1,891.69
Monday - Friday	5	9:15 AM	11:45 AM	2:30	LG	1	12.50	\$11.21	\$140.13
Monday - Friday	5	4:15 PM	7:45 PM	3:30	LG	5	87.50	\$11.21	\$980.87
Monday - Friday	5	4:15 PM	7:45 PM	3:30	AA	1	17.50	\$14.50	\$253.75
Monday - Friday	5	4:15 PM	7:45 PM	3:30	LG	1	17.50	\$11.21	\$196.18
Tuesday/Thursday	2	4:15 PM	7:15 PM	3:00	WSI	2	12.00	\$13.25	\$159.00
									\$3,621.61
Weekend Shifts	Shifts / Wk	Time in	Time Out	Time	Position	# of Emp	Hrs/Wk	Avg. Rate	Cost/Wk
Saturday	1	8:15 AM	12:15 PM	4:00	LG	5	20.00	\$11.21	\$224.20
Saturday	1	8:15 AM	12:15 PM	4:00	LG	1	4.00	\$11.21	\$44.84
Saturday	1	8:00 AM	1:15 PM	5:15	AA	1	5.25	\$14.50	\$76.13
Saturday	1	12:15 PM	5:45 PM	5:30	LG	5	27.50	\$11.21	\$308.28
Saturday	1	12:15 PM	5:45 PM	5:30	LG	1	5.50	\$11.21	\$61.66
Saturday	1	1:00 PM	5:45 PM	4:45	AA	1	4.75	\$14.50	\$68.88
Sunday	1	1:15 PM	5:45 PM	4:30	LG	5	22.50	\$11.21	\$252.23
Sunday	1	1:15 PM	5:45 PM	4:30	LG	1	4.50	\$11.21	\$50.45
Sunday	1	1:00 PM	5:45 PM	4:45	AA	1	4.75	\$14.50	\$68.88
									\$1,155.52
									\$176,753.72

Lifeguard Schedule May 26 - Sept 1 (Peak - 15 weeks)									
Weekday Shifts	Shifts / Wk	Time in	Time Out	Time	Position	# of Emp	Hrs/Wk	Avg. Rate	Cost/Wk
Monday - Friday	5	5:00 AM	11:45 AM	6:45	LG	5	168.75	\$11.21	\$1,891.69
Monday - Friday	5	9:15 AM	3:30 PM	6:15	LG	1	31.25	\$11.21	\$350.31
Monday - Friday	5	10:30 AM	4:30 PM	6:00	LG	1	30.00	\$11.21	\$336.30
Monday - Friday	5	11:30 AM	4:00 PM	4:30	LG	5	112.50	\$11.21	\$1,261.13
Monday - Friday	5	3:15 PM	7:45 PM	4:30	LG	1	22.50	\$11.21	\$252.23
Monday - Friday	5	3:45 PM	7:45 PM	4:00	LG	5	100.00	\$11.21	\$1,121.00
Monday - Friday	5	4:15 PM	7:45 PM	3:30	AA	1	17.50	\$14.50	\$253.75
Monday - Friday	4	4:15 PM	7:15 PM	3:00	WSI	2	24.00	\$13.25	\$318.00
									\$5,784.40
Weekend Shifts	Shifts / Wk	Time in	Time Out	Time	Position	# of Emp	Hrs/Wk	Avg. Rate	Cost/Wk
Saturday	1	8:15 AM	12:45 PM	4:30	LG	5	22.50	\$11.21	\$252.23
Saturday	1	8:15 AM	12:15 PM	4:00	LG	1	4.00	\$11.21	\$44.84
Saturday	1	8:00 AM	1:15 PM	5:15	AA	1	5.25	\$14.50	\$76.13
Saturday	1	12:30 PM	5:45 PM	5:15	LG	5	26.25	\$11.21	\$294.26
Saturday	1	12:15 PM	5:45 PM	5:30	LG	1	5.50	\$11.21	\$61.66
Saturday	1	1:00 PM	6:00 PM	5:00	AA	1	5.00	\$14.50	\$72.50
Sunday	1	1:15 PM	5:45 PM	4:30	LG	5	22.50	\$11.21	\$252.23
Sunday	1	1:15 PM	5:45 PM	4:30	LG	1	4.50	\$11.21	\$50.45
Sunday	1	1:00 PM	5:45 PM	4:45	AA	1	4.75	\$14.50	\$68.88
									\$1,173.15
									\$104,363.29

Meetings/Trainings & Misc. Events									
Weekend Shifts	Shifts	Time in	Time Out	Time	Position	# of Emp	Hours	Avg. Rate	Cost/Wk
In-service	24	7:00 PM	9:00 PM	2:00	LG	18	864.00	\$11.21	\$9,685.44
Pool Parties	30	6:30 PM	9:30 PM	3:00	LG	5	450.00	\$11.21	\$5,044.50
									\$14,729.94

	Total Hours	Total Cost
Total Front Desk Clerk Cost (Non-Peak):	2,701.00	\$26,334.75
Total Front Desk Clerk Cost (Peak)	1,095.00	\$13,784.06
Total Front Desk Meetings/Trainings/Events	336.00	\$3,276.00
Total Front Desk	4,132.00	43,394.81
Total Facility Assistant Cost (Non-Peak):	1,406.00	\$18,278.00
Total Facility Assistant Cost (Peak):	570.00	\$7,361.25
Total Facility Assistant Meetings/Trainings/Events	32.00	\$416.00
Total	2,008.00	\$26,055.25
TOTAL OF ALL FACILITY OPERATIONS:	6,140.00	\$69,450.06
Total Lifeguard Cost (Non-Peak)	13,699.25	\$153,568.59
Total Lifeguard Cost (Peak):	8,253.75	\$92,524.54
Total Lifeguard Meetings/Trainings & Events	1,314.00	\$14,729.94
Total Lifeguard Meetings/Trainings & Events	23,267.00	\$260,823.07
Total Aquatics Assistant (Non-Peak)	1,193.25	\$17,302.13
Total Aquatic Assistant (Peak)	487.50	\$7,068.75
Total Aquatic Assistant (Peak)	1,680.75	\$24,370.88
Swim Lessons Instructors (Non-Peak)	444.00	\$5,883.00
Swim Lessons Instructors (Peak)	360.00	\$4,770.00
Swim Lessons Instructors (Peak)	804.00	\$10,653.00
TOTAL OF ALL AQUATICS:	25,751.75	\$295,846.95
Retention Pay Increase \$.25 - (10 employees, 1,000 hours each)	10,000.00	\$2,500.00
Total Budget (Full Operation):		\$367,797.01

Road Warriors Camp						
Program	Position	# of Emp	Hrs/Wk	Avg. Rate		Cost/Wk
	Head Track Coach	1		8	20	\$960.00
	Track Coach	2		8	15	\$1,440.00
Training /CPR	Head Track Coach	1		7	20	\$140.00
	Track Coach	2		7	15	\$210.00
Weekly Meeting	Head Track Coach	1		1	20	\$120.00
	Track Coach	2		1	15	\$180.00
Camp Total						\$3,050.00
Summer Camp						
Program - 8 Weeks	Position	# of Emp	Hrs/Wk	Avg. Rate		Cost/Wk
	Part-Time	4		40	12	\$15,360.00
Training /CPR	Part-Time	4		10	12	\$480.00
Weekly Meeting	Part-Time	4		1	12	\$384.00
Camp Total						\$16,224.00
Contracted Bus Driver - Senior Trips & Youth Programs						
	Position	# of Emp	Hrs/Trip	Avg. Rate		Cost/Wk
Day Trips - 10	Driver	1		8	18	\$1,440.00
Overnight Trips - 2	Driver	1		16	18	\$576.00
Lunch Bunch - 11	Driver	1		5	18	\$990.00
Spring Break Camp - 2 field trips	Driver	1		7	18	\$252.00
Summer Camp - 16 field trips	Driver	1		7	18	\$2,016.00
Camp Total						\$5,274.00
Part - Time Help						
	Position	# of Emp	Hrs/Wk	Avg. Rate		Cost/Wk
League Help - 12 Weeks	Part-Time	1		7	9.75	\$819.00
Spring Break Camp	Part-Time	1		40	9.75	\$390.00
Camp Total						\$1,209.00

Total Part Time Budget: \$20,483
Total Road Warriors Budget: \$3,050.00
Total Summer Camp & Athletics Budget: \$16,224.00
Total Fall Athletics Budget: \$1,209.00
Balance Remaining: \$0



AGENDA ITEM SUMMARY FORM

MEETING DATE: 3/11/2025

PREPARED BY: Jason O'Mara, Assistant Director of Parks & Recreation, and Geri Gonzales, Recreation Superintendent

AGENDA CONTENT: Discussion and possible action regarding the proposed updates to the Angleton Parks & Recreation Department Cost Recovery policy.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: NA

EXECUTIVE SUMMARY:

In February 2019, the City of Angleton engaged GreenPlay LLC, a national parks, recreation, and open space consulting firm, to develop a Comprehensive Parks and Recreation Master and Strategic Plan. This plan assessed existing parks, open spaces, and recreational facilities to determine current and future service levels based on community input. It prioritized improvements and upgrades to parks and recreational amenities.

In December 2019, the City Council adopted the Parks and Recreation Comprehensive and Master Plan, outlining short-term, mid-term, and long-term goals over a ten-year period. One short-term goal was to establish a policy to guide pricing for programs, special events, rentals, and public/private partnerships. As a result, the Angleton Parks & Recreation Department Cost Recovery Policy was adopted in September 2020, with the stipulation that senior programming maintain a 0%+ cost recovery rate.

On August 27, 2024, during a pre-City Council workshop, staff were asked to update the Cost Recovery Policy to incorporate both direct and indirect costs for all programs, events, facilities, and services.

Subsequently, staff engaged key stakeholders for feedback:

- **February 3, 2025:** The Senior Citizens Commission reviewed the proposed updates and recommended an alternative approach to cost recovery for senior trips. Rather than shifting these programs to a 25% cost recovery rate under Tier 2: Considerable Community Benefit, they suggested implementing a gas or bus usage fee while keeping the trips classified under Tier 1.

- **February 20, 2025:** The Angleton Better Living Corporation (ABLC) reviewed the proposed updates and provided positive feedback on the incorporation of indirect costs. The Board recommended moving forward with the policy, including the revised cost recovery spreadsheet as presented.
- **March 4, 2025:** The Parks Board reviewed the updated policy and discussed the methodology for classifying programs within their respective tiers. They supported the approach and recommended proceeding with the proposed updates.

RECOMMENDATION:

Staff recommends that City Council review and discuss the updated Cost Recovery Policy, provide input on the proposed revisions and cost recovery formula worksheet, and consider approval based on the discussion.



COST RECOVERY POLICY

City of Angleton Parks & Recreation Department
Revised February 2025

BACKGROUND

In February 2019, The City of Angleton retained the services of GreenPlay LLC, a national parks, recreation, and open space consulting firm, to assist with a Comprehensive Parks and Recreation Master and Strategic Plan Study. The Comprehensive Plan looked at existing parks and open space recreational facilities and amenities to determine the current and future level of service for the community based on public input. The plan prioritized needs and desires for upgrading and improving parks and open space recreational facilities and amenities.

In December 2019, the city council approved the parks and recreation comprehensive and strategic plan, which included short-term, mid-term, and long-term goals over ten years. A short-term goal was to develop a policy that consistently guides pricing for programs, special events, rentals, and public/private partnerships. The policy was adopted in September 2020 with the condition that senior programming have a 0%+ recovery.

At the city council workshop on August 24, 2024, staff were asked to consider updates to the current cost recovery policy to consider both direct and indirect costs for all existing and future programs, events, facilities, and services.

PURPOSE

The purpose of this policy is to serve as a guide and to promote transparency and accountability to the public and policy makers for why and how Angleton Parks and Recreation develops and implements fees for its programming, special events and facility rentals. The development of this policy is based on the following factors:

- Guiding principles
- Pyramid Methodology
- Direct and Indirect costs

GUIDING PRINCIPLES

The following statements were used to guide the development of this policy:

- Fees are based on both direct costs and indirect costs
- Fees will reflect the level of benefit and exclusivity a user receives based on pyramid methodology
- Ensure that, at a minimum, impacts to facilities, programs, events and services are covered through fair and reasonable fees
- Provide equitable access to facilities, programs, and services to all users
- Fees will reflect market value for similar facilities, programs, and services
- Fees will be evaluated every year and policy goals every two years by Angleton Parks and Recreation staff

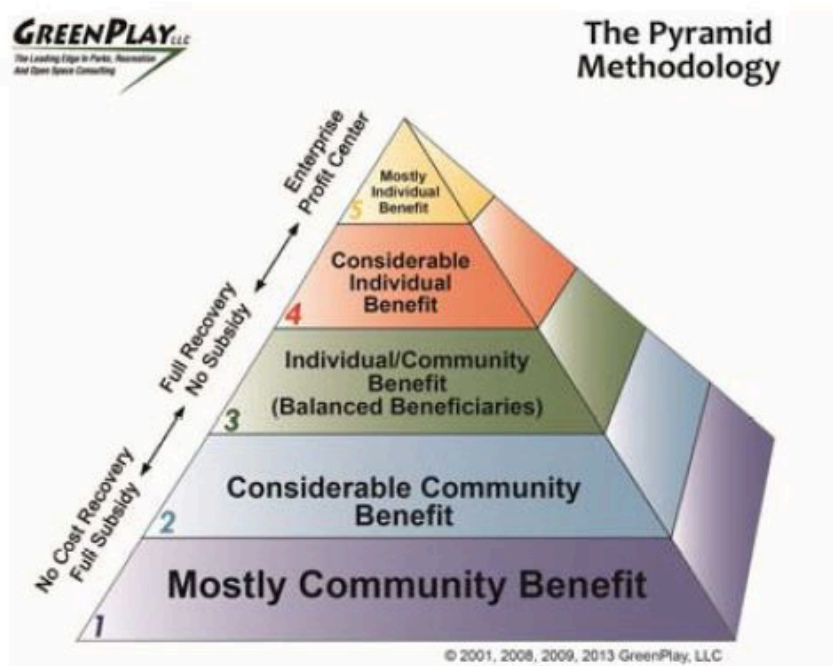
PYRAMID METHODOLOGY

The ‘Cost Recovery Pyramid Methodology’, developed by GreenPlay, LLC, represents industry standard “best practices” and is used as a guide for developing cost recovery guidelines for facilities, programs, and services provided by Parks and Recreation departments. One of the core values of the City of Angleton is stewardship. This is the responsible management of something entrusted to one's care. In regards to tax payer and city funds, it is the responsibility of parks and recreation staff to make sure such funds are strategically utilized. As a resource allocation model, the Pyramid Methodology ultimately becomes a management tool that can help an agency make decisions about its financial resources and the establishment of fees for the services it provides.

The model (Figure 1) is a continuum of cost recovery and resource allocation targets with a majority of an agency’s services assigned to the appropriate pyramid level. The basic purpose of the methodology is that as programs, events, services, and facility use become more specialized, exclusive, and of individual benefit, fees will increase accordingly. Alternatively, as programs, events, services, and facility use become more general, inclusive, and beneficial to the greater community, fees will decrease or be ultimately subsidized by city funding. The model provides an easy way to understand an agency’s cost recovery and resource allocation policy. It is a tool that provides transparency, accountability and guidance.

Utilizing a ‘Benefits Filter’ is the foundation of the Pyramid Methodology. This methodology is based on answering the question “who benefits from the service?” coupled with the agency’s resource allocation philosophy. It attempts to determine if the community in general or the individual or group receiving the service is the beneficiary of the provision. It asks the question who is generating the need for the service and therefore, the cost of providing it? Finally, how the level of the fee will affect the demand and the public’s ability to pay for the service is considered.

FIGURE 1



The benefits filters are the five tiers that make up the pyramid methodology . This foundation and upward progression is intended to represent public parks and recreation's core mission, while also reflecting the growth and maturity of an organization as it enhances its service offerings.

- **Tier 1: Mostly Community Benefit** - Programs, facilities and services that benefit the community as a whole. They increase property value, provide safety and enhance quality of life for residents. Generally paid for through taxes and are offered to agency residents at minimal to no fee.
- **Tier 2: Considerable Community Benefit** - Programs, facilities and services that promote individual physical and mental well-being and provide recreational skill development. Traditionally expected services and beginner instructional levels. Assigned fees based on a specified percentage of direct costs to represent a tax subsidy for the community benefit and a participant fee based on individual benefit.
- **Tier 3: Balanced Individual/Community Benefit** - Services that promote individual physical and mental well-being and provide intermediate level of recreation skill development. Fees reflect how the level provides more individual benefit and less community benefit.
- **Tier 4: Considerable Individual Benefit** - Represents specialized services generally for specific groups. Groups tend to have a competitive focus. Programs and services at this level should be priced to recover full costs.
- **Tier 5: Mostly Individual Benefit** - Represents specialized services generally for specific groups. Groups tend to have a competitive focus. Programs and services at this level should be priced to recover full costs.

DIRECT & INDIRECT COSTS

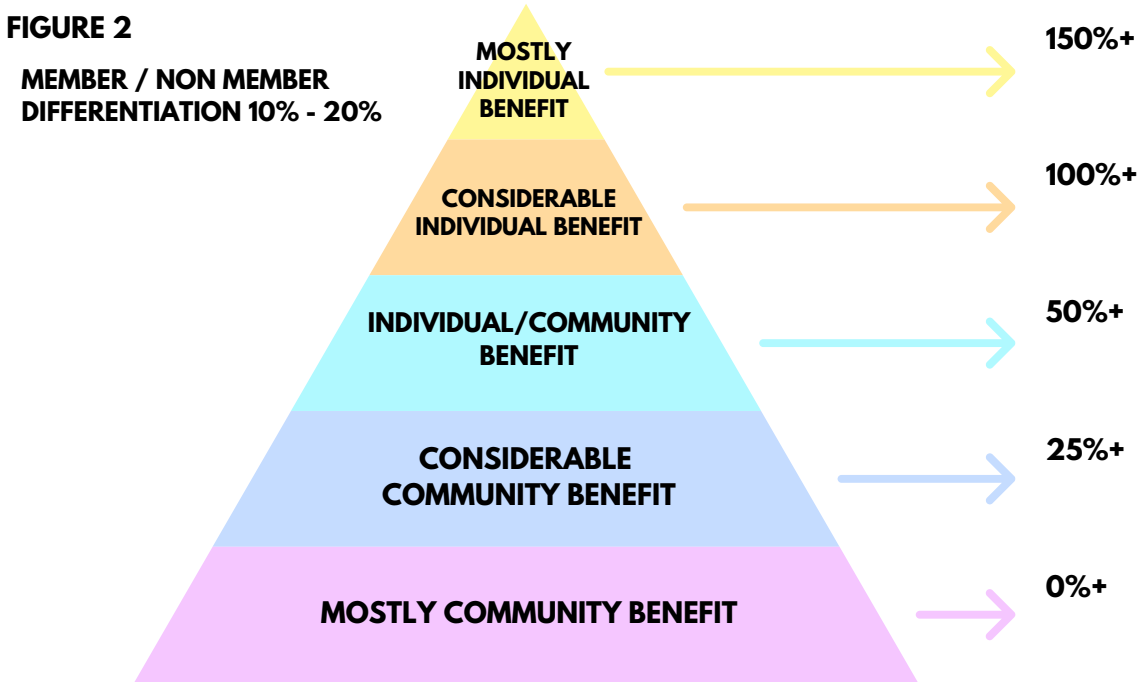
Direct costs are expenses directly related to a program, event or service. These costs typically include all the specific, identifiable expenses (fixed and variable) associated with providing a service. These expenses would not exist without the service and may be variable costs.

Indirect cost are expenses that may not be directly tied to a specific product or service, but are necessary for the overall function of a program, event, or operation. Examples can be facility spaces, administrative salaries, utilities, and advertising methods.

Defining these costs for all of an agencies programs, events and services is important in determining fees once tier placement is determined.

POLICY & COST RECOVERY GOALS

Angleton Parks & Recreation has analyzed data of expenses and revenues for its programs, events, facilities, and services held over a year’s time. This information has aided in Angleton Parks & Recreation creating a Pyramid model for the agency to use to develop transparent and accountable user fees. The updated fee policy, as shown in Figure 2, includes examples of current programs, events, services, and facilities. Additionally, the policy introduces a fee differentiation between members and non-members, with member fees set at a discount of 10% to 20%. Members are defined as individuals with an active membership at the Angleton Recreation Center.



TIER 5: MOSTLY INDIVIDUAL BENEFIT | 150%+

- Adult Leagues
- Adult Swim Lessons
- Community Garage Sale
- Facility Rentals

TIER 4: CONSIDERABLE INDIVIDUAL BENEFIT | 100%+

- Cake Off Challenge!
- Father Daughter Dance
- Jingle Bell Fun Run & 5K/10K
- Red Cross Skills Classes (CPR, Lifeguard, Babysitting)
- Youth Leagues
- Youth Swim Lessons

TIER 3: INDIVIDUAL/COMMUNITY BENEFIT | 50%+

- Youth Camps (Summer, Spring Break, Youth Track)

TIER 2: CONSIDERABLE COMMUNITY BENEFIT | 25%+

- Mini Athletes
- Silver Heart Day Trips & Overnight Trips

TIER 1: MOSTLY COMMUNITY BENEFIT | 0%+

- Adaptive programs
- Doggy Egg Hunt
- Lakeside Starry Night
- Silver Heart events (Christmas, Summer, Valentines, etc.)
- Silver Hearts Lunch & Learn
- Silver Hearts Lunch Bunch
- Silver Hearts Tuesdays (bingo, bunco, games, etc.)

The cost recovery goals set for each tier express a balance of community and individual benefits are to be set by recreation staff under the authority of the Parks & Recreation leadership staff. In setting prices, the agency will balance the goals of program availability and affordability within the constraints of budget allocations, market economics, and cost recovery goals outlined herein.

2025 POLICY UPDATES

Since implementation of the policy in 2019, staff have utilized the cost recovery policy for all programs, events, and services considering direct costs. The formula utilized was [Total Revenue / Total Expenses].

In efforts to gather information to update the existing policy and consider indirect costs, staff researched fellow parks and recreation agencies and professionals. A formula was shared that considers direct costs and indirect costs, including 30% overhead for Recreation Programs and 50% for Aquatics Programs. The formula worksheet can be found in Appendix A. The overhead includes utilities, equipment, maintenance, and front desk registration services. The formula also considers 31% of benefits for employee salaries.

Additionally, the cost differentiation for member and non-member fees have increased from 5% - 10% to 10% - 20%.

Staff have proposed the placement of current recreation programs, events, and services on the pyramid. Senior Commission will review the policy on February 3, 2025, the Parks Board on February 10, 2025, the Angleton Better Living Corporation on February 18, 2025, and city council on March 11. These dates are tentative and subject to change.

UPDATING & FUTURE GOALS

Cost recovery in parks and recreation will be analyzed annually. Staff will utilize future annual data on programs, events, services and facilities to update pricing as needed. Cost recovery goals should be reviewed and updated, if needed, at least every two years after review of past years expense, revenues and market value comparisons.

RESOURCES

- GreenPlay, LLC Pyramid Methodology
- Coconino County, Arizona Parks & Recreation Cost & Fee Recovery Policy
- Town of Brookline Parks & Recreation Cost Recovery Policy for Town Recreation Programs
- The Woodlands Township Parks & Recreation Cost Recovery Worksheet
- Angleton Parks & Recreation cost recovery meetings public and staff input
- Angleton Parks & Recreation program, event, service and facility revenue and expense data

REVIEW & REVISION HISTORY

- Created March 2020
- Adopted by City Council September 2020
- Reviewed September 2024
- Revised January 2025
- **Adopted by City Council TBD**

Program Name:		Program Supervisor:					
1	Program Title:	Current Price					
A	Salaries - Full-Time	\$0.00	(Includes hours spent in the planning, supervision, & maintenance directly related to program)				
B	Salaries - Part-Time	\$0.00					
C	Benefits (31 % of salaries)	\$0.00	Benefits: 31% of Total of benefited employees' salaries				
D.	Professional Services (set fee for events, equipment, etc)		Prof. Services: set fee for entertainers, emcees, performers, etc.				
E	Supplies and Materials (F55)	\$0.00	Supplies and Materials: Anything used in the program				
F	Transportation (if applicable)		Transportation: bus or van rental, or vans .70p/mile				
G	Playbook (1/8=\$55, 1/4=\$70, 1/2=\$135, Full Page=\$265) & Senior Newsletter \$12.50						
H	Room/Field Fees	\$0.00					
	Subtotal	\$0.00					
I	Administration 30%-Recreation Programs	\$0.00			Administration 50%-Aquatics Program	\$0.00	
	Subtotal	\$0.00			Subtotal	\$0.00	
	Rental Revenue Opportunity	\$0.00				\$0.00	
		Subsidy	Revenue			Subsidy	Revenue
	Cost Recovery-25%/75% Subsidy	\$0.00	\$0.00	Cost Recovery-25%/75% Subsidy		\$0.00	\$0.00
	Cost Recovery-50%/50% Subsidy	\$0.00	\$0.00	Cost Recovery-50%/50% Subsidy		\$0.00	\$0.00
	Cost Recovery-75%/25% Subsidy	\$0.00	\$0.00	Cost Recovery-75%/25% Subsidy		\$0.00	\$0.00
	Cost Recovery-100%		\$0.00	Cost Recovery-100%			\$0.00
	Cost Recover-150%		\$0.00	Cost Recovery-150%			\$0.00
	Cost Per Person Formula	Rec 25%	Rec 50%	Rec 75%	Rec 100%	Rec 150%	
	Total From "C"	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
K1	Enter Expected # of Participants Here >						
	Charge per person to "break-even"	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
J	Add Non-resident Fee (\$5 below \$50, \$10 above \$50)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
	Charge per Person,Non-resident >	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
	Cost of Subsidy	\$0.00	\$0.00	\$0.00			
		Aquatics 25%	Aquatics 50%	Aquatics 75%	Aquatics 100%	Aquatics 150%	
	Total from H	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
K2	Enter Expected # of Participants Here >						
	Charge per person to "break-even" >	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
	Add Non-resident Fee (\$5 below \$50, \$10 above \$50)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
	Charge per Person,Non-resident >	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
	Cost of Subsidy	\$0.00	\$0.00	\$0.00			
	Salaries:	Rate	Weeks	Hours	Days PW	Total	
A.	Full Time Employee:					\$0.00	
	Full Time Employee:					\$0.00	
	Full Time Employee:					\$0.00	
	Total Full Time					\$0.00	
						Result here should appear in Cell C4	
B.	Part Time Employee: Referee 1					\$0.00	
	Part Time Employee: Referee 2					\$0.00	
	Part Time Employee: Scorekeeper					\$0.00	
	Part Time Employee:					\$0.00	
	Total Part-Time					\$0.00	
						Result here should appear in Cell C5	
E	Supplies (Identify Supplies)			Units	Price	Total	
	Balls					\$0.00	
	T-shirts					\$0.00	
	Whistles					\$0.00	
	Cones					\$0.00	
	Clipboards					\$0.00	
						\$0.00	
						Total Supplies- Total Should Appear in C8	
H	Field/Room Fees	Rate	Weeks	Hours	Days PW	Total	
	Full Gym	\$115				\$0	
	Half Court Gym					\$0	
	Full Room Area	\$125				\$0	
	Room 2	\$50				\$0	
	Room 1	\$75				\$0	
	Field Rental					\$0	
	Courtyard						
	Pool Area					\$0	
						Total Field Fee- Total should appear in C11	
						\$0	

Program Name:		Program Supervisor:							
1	Program Title: Father Daughter Dance	Current Price	\$40/\$35 Couple & \$20/\$15 Addtl. Daughter						
A	Salaries - Full-Time	\$903.00	(Includes hours spent in the planning, supervision, & maint-						
B	Salaries - Part-Time	\$58.50	enance directly related to program)						
C	Benefits (31 % of salaries)	\$298.07	Benefits: 31% of Total of benefited employees' salaries						
D.	Professional Services (set fee for events, equipment, etc)		Prof. Services: set fee for entertainers, emcees, performers, etc.						
E	Supplies and Materials (F55)	\$2,825.00	Supplies and Materials: Anything used in the program						
F	Transportation (if applicable)		Transportation: bus or van rental, or vans .70p/mile						
G	Playbook (1/8=\$55, 1/4=\$70, 1/2=\$135, Full Page=\$265)	\$55.00							
H	Room/Field Fees	\$1,150.00							
	Subtotal	\$5,289.57							
I	Administration 30%-Recreation Programs	\$1,586.87			Administration 50%-Aquatics Program			\$2,644.78	
	Subtotal	\$6,876.43			Subtotal			\$7,934.35	
	Rental Revenue Opportunity	\$1,150.00						\$1,150.00	
		Subsidy	Revenue				Subsidy	Revenue	
	Cost Recovery-25%/75% Subsidy	\$5,157.33	\$1,719.11	Cost Recovery-25%/75% Subsidy			\$5,950.76	\$1,983.59	
	Cost Recovery-50%/50% Subsidy	\$3,438.22	\$3,438.22	Cost Recovery-50%/50% Subsidy			\$3,967.17	\$3,967.17	
	Cost Recovery-75%/25% Subsidy	\$1,719.11	\$5,157.33	Cost Recovery-75%/25% Subsidy			\$1,983.59	\$5,950.76	
	Cost Recovery-100%		\$6,876.43	Cost Recovery-100%				\$7,934.35	
	Cost Recover-150%		\$10,314.65	Cost Recovery-150%				\$11,901.52	
	Cost Per Person Formula	Rec 25%	Rec 50%	Rec 75%	Rec 100%	Rec 150%			
	Total From "C"	\$1,719.11	\$3,438.22	\$5,157.33	\$6,876.43	\$10,314.65			
K1	Enter Expected # of Participants Here >	100	100	100	100	100			
	Charge per person to "break-even"	\$17.19	\$34.38	\$51.57	\$68.76	\$103.15			
J	Add Non-resident Fee (\$5 below \$50, \$10 above \$50)	5	5	10	10	10	5	5	5
	Charge per Person, Non-Member>	\$22.19	\$39.38	\$61.57	\$78.76	\$113.15			
	Cost of Subsidy	\$5,157.33	\$3,438.22	\$1,719.11					
		Aquatics 25%	Aquatics 50%	Aquatics 75%	Aquatics 100%	Aquatics 150%			
	Total from H	\$1,983.59	\$3,967.17	\$5,950.76	\$7,934.35	\$11,901.52			
K2	Enter Expected # of Participants Here >								
	Charge per person to "break-even" >	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!			
	Add Non-resident Fee (\$5 below \$50, \$10 above \$50)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!			
	Charge per Person, Non-Member>	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!			
	Cost of Subsidy	\$5,950.76	\$3,967.17	\$1,983.59					
	Salaries:	Rate	# of Employees	Hours	Days PW	Total			
A.	Full Time Employee: Event Day	\$21.00	6	2	1	\$252.00			
	Full Time Employee: Event Prep & Clean Up	\$21.00	3	7	1	\$441.00			
	Full Time Employee: Event Planning	\$21.00	1	10	1	\$210.00			
	Full Time Employee:					\$0.00			
	Total Full Time					\$903.00			
B.	Part Time Employee:	\$9.75	2	3	1	\$58.50			
	Part Time Employee:					\$0.00			
	Part Time Employee:					\$0.00			
	Part Time Employee:					\$0.00			
	Total Part-Time					\$58.50			
E	Supplies (Identify Supplies)			Units	Price	Total			
	Food			1	\$1,475.00	\$1,475.00			
	Decorations			1	\$600.00	\$600.00			
	Giveaway			1	\$100.00	\$100.00			
	Desserts			1	\$400.00	\$400.00			
	Backdrop			1	\$250.00	\$250.00			
	Total Supplies- Total Should Appear in C8					\$2,825.00			
H	Field/Room Fees	Rate	Weeks	Hours	Days PW	Total			
	Full Gym	\$115	1	10	1	\$1,150			
	Half Court Gym					\$0			
	Full Room Area	\$125				\$0			
	Room 2	\$50				\$0			
	Room 1	\$75				\$0			
	Field Rental					\$0			
	Courtyard					\$0			
	Pool Area					\$0			
	Total Field Fee- Total should appear in C11					\$1,150			

Program Name:		Program Supervisor:				
1	Program Title: Schulman's Movie Grill	Current Price	\$6			
A	Salaries - Full-Time	\$252.00	(Includes hours spent in the planning, supervision, & maintenance directly related to program)			
B	Salaries - Part-Time	\$0.00				
C	Benefits (31 % of salaries)	\$78.12	Benefits: 31% of Total of benefited employees' salaries			
D.	Professional Services (set fee for events, equipment, etc)		Prof. Services: set fee for entertainers, emcees, performers, etc.			
E	Supplies and Materials (F55)	\$159.00	Supplies and Materials: Anything used in the program			
F	Transportation (if applicable)	\$49.00	Transportation: bus or van rental, or vans .70p/mile			
G	Playbook (1/8=\$55, 1/4=\$70, 1/2=\$135, Full Page=\$265) & Senior Newsletter \$12.50	\$67.50				
H	Room/Field Fees	\$0.00				
	Subtotal	\$605.62				
I	Administration 30%-Recreation Programs	\$181.69		Administration 50%-Aquatics Program		\$302.81
	Subtotal	\$787.31		Subtotal		\$908.43
	Rental Revenue Opportunity	\$0.00				\$0.00
		Subsidy	Revenue		Subsidy	Revenue
	Cost Recovery-25%/75% Subsidy	\$590.48	\$196.83	Cost Recovery-25%/75% Subsidy	\$681.32	\$227.11
	Cost Recovery-50%/50% Subsidy	\$393.65	\$393.65	Cost Recovery-50%/50% Subsidy	\$454.22	\$454.22
	Cost Recovery-75%/25% Subsidy	\$196.83	\$590.48	Cost Recovery-75%/25% Subsidy	\$227.11	\$681.32
	Cost Recovery-100%		\$787.31	Cost Recovery-100%		\$908.43
	Cost Recover-150%		\$1,180.96	Cost Recovery-150%		\$1,362.65
	Cost Per Person Formula	Rec 25%	Rec 50%	Rec 75%	Rec 100%	Rec 150%
	Total From "C"	\$196.83	\$393.65	\$590.48	\$787.31	\$1,180.96
K1	Enter Expected # of Participants Here >	10	10	10	10	10
	Charge per person to "break-even"	\$19.68	\$39.37	\$59.05	\$78.73	\$118.10
J	Add Non-resident Fee (\$5 below \$50, \$10 above \$50)	5	5	10	10	10
	Charge per Person, Non-Member>	\$24.68	\$44.37	\$69.05	\$88.73	\$128.10
	Cost of Subsidy	\$590.48	\$393.65	\$196.83		
		Aquatics 25%	Aquatics 50%	Aquatics 75%	Aquatics 100%	Aquatics 150%
	Total from H	\$227.11	\$454.22	\$681.32	\$908.43	\$1,362.65
K2	Enter Expected # of Participants Here >					
	Charge per person to "break-even" >	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Add Non-resident Fee (\$5 below \$50, \$10 above \$50)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Charge per Person, Non-Member>	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Cost of Subsidy	\$681.32	\$454.22	\$227.11		
	Salaries:	Rate	Weeks	Hours	Days PW	Total
A.	Full Time Employee: On Trip	\$21.00	1	8	1	\$168.00
	Full Time Employee: Planning	\$21.00	1	4	1	\$84.00
	Full Time Employee:					\$0.00
	Total Full Time					\$252.00
B.	Part Time Employee:					\$0.00
	Part Time Employee:					\$0.00
	Part Time Employee:					\$0.00
	Part Time Employee:					\$0.00
	Total Part-Time					\$0.00
E	Supplies (Identify Supplies)			Units	Price	Total
	Tickets			24	\$6.00	\$144.00
	Lunch Per Diem			1	\$15.00	\$15.00
						\$0.00
						\$0.00
						\$0.00
	Total Supplies- Total Should Appear in C8					\$159.00
H	Field/Room Fees	Rate	Weeks	Hours	Days PW	Total
	Full Gym	\$115				\$0
	Half Court Gym					\$0
	Full Room Area	\$125				\$0
	Room 2	\$50				\$0
	Room 1	\$75				\$0
	Field Rental					\$0
	Courtyard					\$0
	Pool Area					\$0
	Total Field Fee- Total should appear in C11					\$0

Program Name:		Program Supervisor:				
1	Program Title: Summer Volleyball League	Current Price	\$60			
A	Salaries - Full-Time	\$480.00	(Includes hours spent in the planning, supervision, & maintenance directly related to program)			
B	Salaries - Part-Time	\$1,050.00				
C	Benefits (31 % of salaries)	\$474.30	Benefits: 31% of Total of benefited employees' salaries			
D.	Professional Services (set fee for events, equipment, etc)	\$1,050.00	Prof. Services: set fee for entertainers, emcees, performers, etc.			
E	Supplies and Materials (F55)	\$1,360.00	Supplies and Materials: Anything used in the program			
F	Transportation (if applicable)	N/A	Transportation: bus or van rental, or vans .70 p/mile			
G	Playbook (1/8=\$55, 1/4=\$70, 1/2=\$135, Full Page=\$265)	\$55.00				
H	Room/Field Fees	\$8,880.00				
	Subtotal	\$13,349.30				
I	Administration 30%-Recreation Programs	\$4,004.79	Administration 50%-Aquatics Program			\$6,674.65
	Subtotal	\$17,354.09	Subtotal			\$20,023.95
	Rental Revenue Opportunity	\$8,880.00				\$8,880.00
		Subsidy	Revenue		Subsidy	Revenue
	Cost Recovery-25%/75% Subsidy	\$13,015.57	\$4,338.52	Cost Recovery-25%/75% Subsidy		\$15,017.96
	Cost Recovery-50%/50% Subsidy	\$8,677.05	\$8,677.05	Cost Recovery-50%/50% Subsidy		\$10,011.98
	Cost Recovery-75%/25% Subsidy	\$4,338.52	\$13,015.57	Cost Recovery-75%/25% Subsidy		\$5,005.99
	Cost Recovery-100%		\$17,354.09	Cost Recovery-100%		\$20,023.95
	Cost Recover-150%		\$26,031.14	Cost Recovery-150%		\$30,035.93
	Cost Per Person Formula	Rec 25%	Rec 50%	Rec 75%	Rec 100%	Rec 150%
	Total From "C"	\$4,338.52	\$8,677.05	\$13,015.57	\$17,354.09	\$26,031.14
K1	Enter Expected # of Participants Here >	60	60	60	60	60
	Charge per person to "break-even"	\$72.31	\$144.62	\$216.93	\$289.23	\$433.85
J	Add Non-resident Fee (\$5 below \$50, \$10 above \$50)	10	10	10	10	10
	Charge per Person,Non-Member>	\$82.31	\$154.62	\$226.93	\$299.23	\$443.85
	Cost of Subsidy	\$13,015.57	\$8,677.05	\$4,338.52		
		Aquatics 25%	Aquatics 50%	Aquatics 75%	Aquatics 100%	Aquatics 150%
	Total from H	\$5,005.99	\$10,011.98	\$15,017.96	\$20,023.95	\$30,035.93
K2	Enter Expected # of Participants Here >					
	Charge per person to "break-even" >	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Add Non-resident Fee (\$5 below \$50, \$10 above \$50)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Charge per Person,Non-Member>	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Cost of Subsidy	\$15,017.96	\$10,011.98	\$5,005.99		
	Salaries:	Rate	Weeks	Hours	Days PW	Total
A.	Full Time Employee:	\$21.00	6	8	6	\$6,048.00
	Full Time Employee:	\$21.00	3	3	3	\$567.00
	Full Time Employee:					\$0.00
	Total Full Time					\$6,615.00
B.	Part Time Employee:					\$0.00
	Part Time Employee:					\$0.00
	Part Time Employee: Scorekeeper					\$0.00
	Part Time Employee:					\$0.00
	Total Part-Time					\$0.00
E	Supplies (Identify Supplies)		Units	Price	Total	
	Balls		8	\$20.00	\$160.00	
	T-shirts		100	\$12.00	\$1,200.00	
	Whistles		0	\$0.00	\$0.00	
	Cones		0	\$0.00	\$0.00	
	Clipboards		0	0	\$0.00	
	Total Supplies- Total Should Appear in C8				\$1,360.00	
H	Field/Room Fees	Rate	Weeks	Hours	Days PW	Total
	Full Gym	\$115				
	Half Court Gym - Practice	\$80	7	9	1	\$5,040
	Half Court Gym - Game Play	\$80	6	8	1	\$3,840
	Full Room Area	\$125				\$0
	Room 2	\$50				\$0
	Room 1	\$75				\$0
	Field Rental					\$0
	Courtyard					\$0
	Pool Area					\$0
	Total Field Fee- Total should appear in C11					\$8,880

Program Name:		Program Supervisor:				
1	Program Title: Summer Camp	Current Price	\$125			
A	Salaries - Full-Time	\$14,610.00	(Includes hours spent in the planning, supervision, & maintenance directly related to program)			
B	Salaries - Part-Time	\$15,840.00				
C	Benefits (31 % of salaries)	\$9,439.50	Benefits: 31% of Total of benefited employees' salaries			
D	Professional Services (set fee for events, equipment, etc)	\$800.00	Prof. Services: set fee for entertainers, emcees, performers, etc.			
E	Supplies and Materials (F55)	\$11,004.00	Supplies and Materials: Anything used in the program			
F	Transportation (if applicable)	\$4,240.00	Transportation: Based on use of AISD transportation			
G	Playbook (1/8=\$55, 1/4=\$70, 1/2=\$135, Full Page=\$265)	\$135.00				
H	Room/Field Fees	\$4,800.00				
	Subtotal	\$60,868.50				
I	Administration 30%-Recreation Programs	\$18,260.55	Administration 50%-Aquatics Program		\$30,434.25	
	Subtotal	\$79,129.05	Subtotal		\$91,302.75	
	Rental Revenue Opportunity	\$4,800.00			\$4,800.00	
		Subsidy	Revenue	Subsidy	Revenue	
	Cost Recovery-25%/75% Subsidy	\$59,346.79	\$19,782.26	Cost Recovery-25%/75% Subsidy	\$68,477.06	
	Cost Recovery-50%/50% Subsidy	\$39,564.53	\$39,564.53	Cost Recovery-50%/50% Subsidy	\$45,651.38	
	Cost Recovery-75%/25% Subsidy	\$19,782.26	\$59,346.79	Cost Recovery-75%/25% Subsidy	\$22,825.69	
	Cost Recovery-100%		\$79,129.05	Cost Recovery-100%	\$91,302.75	
	Cost Recover-150%		\$118,693.58	Cost Recovery-150%	\$136,954.13	
	Cost Per Person Formula	Rec 25%	Rec 50%	Rec 75%	Rec 100%	Rec 150%
	Total From "C"	\$19,782.26	\$39,564.53	\$59,346.79	\$79,129.05	\$118,693.58
K1	Enter Expected # of Participants Here >	240	240	240	240	240
	Charge per person to "break-even"	\$82.43	\$164.85	\$247.28	\$329.70	\$494.56
J	Add Non-resident Fee (\$5 below \$50, \$10 above \$50)	10	10	10	10	10
	Charge per Person, Non-Member>	\$92.43	\$174.85	\$257.28	\$339.70	\$504.56
	Cost of Subsidy	\$59,346.79	\$39,564.53	\$19,782.26		
		Aquatics 25%	Aquatics 50%	Aquatics 75%	Aquatics 100%	Aquatics 150%
	Total from H	\$22,825.69	\$45,651.38	\$68,477.06	\$91,302.75	\$136,954.13
K2	Enter Expected # of Participants Here >					
	Charge per person to "break-even" >	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Add Non-resident Fee (\$5 below \$50, \$10 above \$50)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Charge per Person, Non-Member>	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	Cost of Subsidy	\$68,477.06	\$45,651.38	\$22,825.69		
	Salaries:	Rate	Weeks	Hours	Days PW	Total
A.	Full Time Employee: Planning Hours	\$21.00	25	2	5	\$5,250.00
	Full Time Employee: Camp hours	\$21.00	8	10	5	\$8,400.00
	Full Time Employee:	\$21.00	5	8	2	\$960.00
	Total Full Time					\$14,610.00
B.	Part Time Employee: Camp Hours	\$12.00	8	8	5	\$3,840.00
	Part Time Employee: Camp Hours	\$12.00	8	8	5	\$3,840.00
	Part Time Employee: Camp Hours	\$12.00	8	8	5	\$3,840.00
	Part Time Employee: Camp Hours	\$12.00	8	8	5	\$3,840.00
	Part Time Employee: Training Hours	\$12.00	1	5	2	\$120.00
	Part Time Employee: Training Hours	\$12.00	1	5	2	\$120.00
	Part Time Employee: Training Hours	\$12.00	1	5	2	\$120.00
	Part Time Employee: Training Hours	\$12.00	1	5	2	\$120.00
	Total Part-Time					\$15,840.00
E	Supplies (Identify Supplies)			Units	Price	Total
	T-shirts			75	\$9.32	\$699.00
	Games & Toys			1	\$100.00	\$100.00
	Crafts			8	\$30.00	\$240.00
	Field Trips			16	\$600.00	\$9,600.00
	Outdoor			1	\$77.00	\$77.00
	Life Jackets			5	\$45.00	\$225.00
	Water & Snacks			1	\$63.00	\$63.00
	Total Supplies- Total Should Appear in C8					\$11,004.00
H	Field/Room Fees	Rate	Weeks	Hours	Days PW	Total
	Gym- MFW court 1	\$115	8	3	0	\$0
	Multipurpose room 2	\$75	8	1	0	\$0
	Multipurpose room 1 & 2	\$150	8	4.5	0	\$0
	Pool (Swim lesson area)	\$200	8	1	3	\$4,800
						\$0
						\$0
						\$0
	Total Field Fee- Total should appear in C11					\$4,800



AGENDA ITEM SUMMARY FORM

MEETING DATE: March 11, 2025

PREPARED BY: Jamie Praslicka, Emergency Management Coordinator

AGENDA CONTENT: Update and discussion on Hurricane Beryl repairs for the City.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Update and discussion on the ongoing repair efforts following the damage sustained from Hurricane Beryl. This update will include current repairs and their progress along with an update on FEMA funding and reimbursement.

RECOMMENDATION:

N/A



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11 MARCH 2025

PREPARED BY: Susie J Hernandez, Finance Director

AGENDA CONTENT: Discussion and possible action to approve Ordinance No. 20250311-015 amending the utility sewer rates in the City of Angleton fee schedule in Chapter 2 Administration Article X Section 2-266.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Increases are based on the rate study provided by New Gen Strategies and Solutions.

The increase will allow us to move forward with the necessary projects for the wastewater treatment plant.

RECOMMENDATION:

Approval of the Ordinance to increase the sewer base to go into effect on the April billing.

ORDINANCE NO. 20250311-015

AN ORDINANCE AMENDING THE UTILITY RATES IN THE CITY OF ANGLETON FEE SCHEDULE IN CHAPTER 2 ADMINISTRATION ARTICLE X SECTION 2-266 FEE SCHEDULE THE ANGLETON, TEXAS CODE OF ORDINANCES; PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR UTILITY SERVICES BY THE CITY OF ANGLETON; PROVIDING FOR REPEAL, PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Angleton is legally empowered to regulate the utility rates charged to customers of its municipal systems and has the authority to regulate their utilities as set out in Section 552.001(b) of the Texas Local Government Code; and

WHEREAS, the City of Angleton Code of Ordinances Section 26-71 provides all water and sewer rates are to be listed in the fee schedule, and the City has operational, and maintenance needs necessary to provide utility services; and

WHEREAS, the City Council of Angleton, Texas, deems it necessary and appropriate to continue charging a rate equal to one and one quarter times (1.25) the inside city rates for customers living outside the city of Angleton; and

WHEREAS, to ensure that customers paying an impact fee are not charged twice for the extension of utilities, the water and sewer Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$4.00 less; and

WHEREAS, it is in the best interests of the public health, safety, and welfare that this amendment to the utility rates be made.

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

SECTION 1. That the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct.

SECTION 2. That utility rate tables contained in the City of Angleton Fee Schedule in Chapter 2 Administration, Article X, Section 2-266 Fee Schedule in the Angleton Texas Code of Ordinances, are hereby amended and replaced as follows:

Water/Sewer Rates- Inside City Service -The charges for water and sewer service to customers living inside the city limits shall be as shown below:

Inside City Rates - Water	Base Mthly Rate* (per meter)	Base Allotment	Price per I000 gallons usage above base allotment				Max Mthly Charge
			2Kto10K	10K- 25K	25K-50K	over 50	
Table I-Residential (ind. meter)	\$33.61	2000 gals	\$12.33	\$12.90	\$13.47	\$14.48	n/a
Table II-Multi-family (master meter)	\$31.93	2000 gals	\$12.33	\$12.90	\$13.47	\$14.48	n/a
Table III-Commercial (ind. meter)	\$38.65	2000 gals	\$13.81	\$14.48	\$15.13	\$16.28	n/a
Table IV-Commercial (master meter)	\$31.93	2000 gals	\$12.33	\$12.90	\$13.47	\$14.48	n/a

* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

Inside City Rates - Sewer	Base Mthly Rate* (per meter)	Base Allotment	Prices per I000 Gallons Usage		Max Mthly Charge
Table I-Residential (ind. meter)	\$18.08	0 gals		\$3.97	\$69.69
Table II-Multi-family (master meter)	\$18.08	0 gals		\$3.97	n/a
Table III-Commercial (ind. meter)	\$18.08	0 gals		\$4.57	n/a
Table IV-Commercial (master meter)	\$18.08	0 gals		\$3.97	n/a
Table V-Sewer Only Customer	Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).				

* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

Water/Sewer Rates - Outside City Service - Customers living outside of the City of Angleton shall be charged at a rate equal to one and one quarter (1.25) times the Inside City Rates. Inasmuch as the cost of providing utility service to customers living outside the City is higher and as the utility system is supported by tax dollars coming from the residents of the City of Angleton, this charge is necessary for the health, safety, and welfare of the residents of the City of Angleton and for the non-residents receiving utility services from the City.

Outside City Rates - Water	Base Mthly Rate* (per meter)	Base Allotment	Price per I000 gallons usage above base allotment				Max. Mthly Charge
			2K to 10K	10K-25K	25K-50K	over	
Table I – Residential (ind. Meter)	\$42.01	2000 gals	\$15.41	\$16.13	\$16.84	\$18.09	n/a
Table II-Multi-family (master meter)	\$39.92	2000 gals	\$15.41	\$16.13	\$16.84	\$18.09	n/a
Table III-Commercial (ind. meter)	\$48.31	2000 gals	\$17.26	\$18.09	\$18.91	\$20.35	n/a
Table IV-Commercial (master meter)	\$39.92	2000 gals	\$15.41	\$16.13	\$16.84	\$18.09	n/a
Table V - Wholesale Water Rates	The rate for the purchase of “Wholesale Water” through a fire hydrant meter provided by the City or from other locations established and metered by the City shall be the same as Table III - Commercial (individual meter) under the Outside City Rate table.						

* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

Outside City Rates - Sewer	Base Mthly Rate* (per meter)	Base Allotment	Prices per I000 Gallons Usage	Max. Mthly Charge
Table I-Residential (ind. meter)	\$20.34	0 gals	\$4.97	\$84.95
Table II-Multi-family (master meter)	\$20.34	0 gals	\$4.97	n/a
Table III-Commercial (ind. meter)	\$20.34	0 gals	\$5.71	n/a
Table IV-Commercial (master meter)	\$20.34	0 gals	\$4.97	n/a
Table V-Sewer Only Customer	Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).			

* Base Monthly Rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

SECTION 3. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

SECTION 4. Repeal. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 5. That the City Council has found and determined that notice thereof was given in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that a quorum of the City Council was present.

SECTION 6. Penalty. Any person, firm, corporation, or business entity violating or failing to comply with this Ordinance shall be deemed guilty of a misdemeanor and on conviction thereof, shall be fined in an amount not exceeding Two Thousand Dollars (\$2,000.00) if the violation relates to the public health, sanitation or dumping of refuse, otherwise the fine shall be in an amount not exceeding Five Hundred Dollars (\$500.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs.

SECTION 7. That this Ordinance shall become effective immediately upon its passage and approval, with new rates reflected in the utility bill due in April 2025.

SIGNATURE PAGE FOLLOWS

PASSED AND APPROVED THIS THE 11TH DAY OF MARCH 2025.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC, CMC
City Secretary

City of Angleton
ORDINANCE NO. 20250226-004, Schedule of Fees (Exhibit A)

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
Pre-development meeting		
	NA	First meeting is free. \$50.00 per meeting from meeting #2 onwards. DAWG Meetings requiring Legal or Engineer presence must be prepaid at the hourly consultant rate
Subdivision and Platting		
Preliminary Plat	NA	\$1000.00 (filing / application) fee) + + \$25.00/lot (residential) OR \$30.00/acre (commercial/multifamily) Subsequent resubmittals \$400/resubmittal, due upon resubmittal
Replat	NA	\$1000.00 (filing /application) fee) + + \$25.00/lot (residential) OR \$30.00/acre (commercial/multifamily) Subsequent resubmittals \$400.00/resubmittal, due upon resubmittal
Final Plat	NA	\$1000.00 (filing /application) fee) + + \$25.00/lot (residential) OR \$30.00/acre (commercial/multifamily) Subsequent resubmittals \$400/resubmittal, due upon resubmittal
Development Plat	NA	\$1000.00 (filing /application) fee) + + \$25/lot (residential) OR \$30.00/acre (commercial/multifamily) Subsequent resubmittals \$400.00/resubmittal, due upon resubmittal
Amending Plat	NA	\$600.00 filing fee + \$6.00 per lot increase (residential) \$600.00 filing fee + \$300.00/acre (non-residential/multi-family) Subsequent resubmittals \$400.00/resubmittal, due upon resubmittal
Minor Plat	NA	\$600.00 + \$6.00/lot (residential) \$600.00 + \$30.00/acres (nonresidential) \$150.00 (one existing home or business) Subsequent resubmittals \$400/resubmittal, due upon resubmittal
Vacate Plat	NA	\$600.00/acre
Alley/Easement Abandonment Fee	\$30.00	Cost of publications
Subdivision Variance	NA	\$400.00
Tree Plan	NA	\$150.00
Construction Plans for Subdivision Improvements	NA	One percent (1%) of the actual construction cost for projects fifty thousand dollars (\$50,000.00) or less, or five hundred dollars (\$500.00) for the first fifty thousand dollars (\$50,000.00) plus one-half percent (0.5%) of the actual construction cost over \$50,000.00 Subsequent resubmittals \$400/resubmittal, due upon resubmittal

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
Fee in Lieu of Parkland Dedication (subdivisions) <i>Per single-family residential subdivision, Per unit in duplex, townhouse, or multifamily development</i>	NA	Refer to Sec. 23-20 for the methodology. Contact Parks and Recreation Department for additional information
Land Plan/Concept Plan	NA	\$1800.00 - 0 to 5 acres \$2,000.00 - 5 to 25 acres \$2,400.00 - 25 to 50 acres \$3,000.00 - 50 to 75 acres \$3,800.00 - 75 to 100 acres \$4,600.00 - >100 acres
Development and Public Improvement Agreements	NA	Require deposit for staff/consultant expenditure including but not limited to parkland evaluation, infrastructure, utilities, other service agreements \$5000.00 deposit for third party reviews fees. Additional cost if any will be billed to the applicant
Extension of Preliminary Plat Approval	NA	\$150.00
Plat Recordation	NA	County recordation fee plus City expenses
Recheck fees - Plats and Construction Drawings	NA	\$400.00/submittal, due upon resubmittal
Annexation/Deannexation		
	NA	\$500.00 plus staff/consultant expenditure - Large tract (>10 acres) \$500.00 plus staff/consultant expenditure - Smaller tracts (0-10 acres)
Zoning		
Rezoning / Future Land Use Map Amendment	NA	Base fee \$1000.00 + \$25.00/each zone - 0 to 5 acres Base fee \$1000.00 + \$25.00/each zone - 5 to 25 acres Base fee \$1025.00 + \$25.00/each zone - 25 to 50 acres Base fee \$1050.00+\$25.00/each zone - 50 to 75 acres Base fee \$1075.00+\$25.00/each zone - 75 to 100 acres Base fee \$1100.00+\$25.00/each zone - >100 acres
Rezoning Application Fee (if waiver request granted before expiration)	NA	150% of the Rezoning application fee
Specific Use Permit	NA	Base fee \$1000.00 + \$25.00/each zone - 0 to 5 acres Base fee \$1000.00 + \$25.00/each zone - 5 to 25 acres Base fee \$1025.00 + \$25.00/each zone - 25 to 50 acres Base fee \$1050.00+\$25.00/each zone - 50 to 75 acres Base fee \$1075.00+\$25.00/each zone - 75 to 100 acres Base fee \$1100.00+\$25.00/each zone - >100 acres
Zoning Variance (Board of Adjustment)	NA	\$500.00
Special Exception (Board of Adjustment)	NA	\$500.00
Special Exception (Administrative)	NA	\$150.00
Planned Development	NA	\$1800.00 - 0 to 5 acres * \$2,000.00 - 5 to 25 acres* \$2,400.00 - 25 to 50 acres* \$3,000.00 - 50 to 75 acres*

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
		\$3,800.00 - 75 to 100 acres* \$4,600.00 - >100 acres* *Deposit required for special districts
Special Districts	NA	\$25,000.00 - Initial Deposit Sum \$10,000.00 - Additional Deposit Sum
Waiver Fee (to waive the 12-month resubmittal waiting period)	NA	\$100.00
Verification/Interpretation Letter		
Zoning Verification Letter (without legal review)	NA	\$25.00 - residential \$35.00 - commercial
Zoning Verification Letter/Interpretation (with legal review)	NA	\$25.00 - residential \$35.00 - commercial Additional fee for staff/consultant expense may be required
Written Interpretation of the Code	NA	\$25.00 - residential \$35.00 - commercial Additional fee for staff/consultant expense may be required
Legal Lot Verification	NA	\$25.00 - residential \$35.00 - commercial Additional fee for staff/consultant expense may be required
Development and Building Permits		
Commercial Building Permits (Including New Construction, Alterations/Additions/Remodel, Window Replacement Permit, Accessory Structures)	\$30.00	(Based on valuation) \$15.00 for first \$1000.00 of valuation plus \$5.00 for each \$1000.00 of fraction thereof. Minimum \$100.00 per square feet will be used as the valuation for the work
Storm Water Permit		\$45.00 - If impervious cover ≤ 30000 square feet \$500.00 - If impervious cover >30000 square feet
Residential - New Construction	\$30.00	0.50 per square foot (min \$60.00)
Residential - Alterations/Additions/Remodel	\$30.00	\$0.40/ square feet
Residential -Window Replacement	\$30.00	\$5.00 per window
Residential - Accessory Structures (sheds, patios, pole barns, decks) - If the area is greater than 200 square feet or electric, plumbing work is required	\$30.00	0.30 per square foot
Residential - Garages/Carports	\$30.00	\$75.00
Fence	\$30.00	Residential (no additional permit fee is required) Commercial additional fees required based on valuation: \$15.00- \$0 to \$1000 valuation

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
		\$15.00 for the first \$1000.00 plus \$5.00 for each \$1000.00 or fraction thereof - > \$1001.01 valuation
Electrical Permits	\$30.00	<p>\$27.50 - Minimum permit fee</p> <p>Additional fees as applicable for:</p> <p>Outlets:</p> <p>110 volt \$0.00 for 1-4 outlet, switch or lighting \$0.50 each - each outlet, switch or lighting over 4</p> <p>220 volt \$5.00 for each outlet</p> <p>Motors: \$1.00 - Up to, but not including 1 horsepower \$2.00 - At least 1 horsepower, but less than 2 horsepower \$3.00 - At least 3 horsepower, but less than 10 horsepower \$4.00 - At least 11 horsepower, but less than 25 horsepower \$20.00 - At least 26 horsepower, but less than 150 horsepower \$0.15.00 - Each horsepower in excess of 150 horsepower (per horsepower)</p> <p>Lightning Arresters: \$2.00 - Lightning arrester system permit fee \$10.00 - First \$1,000.00 valuation of the lightning arrester system \$2.00 - Each additional \$1,000.00 or portion of \$1,000.00 valuation of the arrester system</p> <p>Sound Equipment: \$10.00 - Up to, but not including 10 watts output \$15.00 - At least 10 watts, but less than 25 watts, output \$25.00 - At least 25 watts, but less than 100 watts, output \$30.00 - At least 100 watts, but less than 200 watts, output</p> <p>Miscellaneous: \$7.50 - Meter loop (permanent or temporary) \$7.50 - T-pole \$4.00 - Spike discharge arrester in distribution enclosure \$15.00 - Motion picture machines \$4.00 - X-ray machines \$0.50 - Poles, anchors, and guy stubs (except power company) \$3.00 - Incandescent electric signs (per circuit) \$5.00 - Gas vacuum tube signs (per transformer) Permanently connected electrical appliances & equipment of any nature not otherwise specified \$0.75 - Up to 1 kilowatt (inclusive, each) \$0.50 - Above 1 kilowatt to 10 kilowatt (per kilowatt) \$0.40 - Above 10 kilowatt to 50 kilowatt (per kilowatt) \$0.30 - Above 50 kilowatt to 100 kilowatt (per kilowatt) \$0.10 - Above 100 kilowatt (per kilowatt for the first 100 kilowatt) \$0.05 - Above 100 kilowatt (per kilowatt in excess of first 100 kilowatt)</p>
Fire Alarm Permit (also requires yearly Alarm Registration Permit)	\$30.00	<p>\$2.00 - Minimum Permit Fee</p> <p>Additional Fees: \$10.00 - For the first \$1,000.00 or portion of \$1,000.00 valuation of the fire alarm system \$2.00 - For each additional \$1,000.00 or portion of \$1,000.00 valuation of the fire alarm systems</p>
Mechanical Permits	\$30.00	<p>\$27.50 - Minimum Permit Fee</p> <p>Additional Fees:</p>

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
		\$75.00 - New home whole system \$30.00 - Replacement or Repair \$10.50 - For the first \$1,000.00 or portion of \$1,000.00 valuation \$2.00 - For each additional \$1,000.00 or portion of \$1,000.00 valuation \$2.00 - Alterations or repairs costing more than \$500.00 and less than \$1,000.00
Plumbing Permits	\$30.00	\$27.50 - Minimum Permit Fee Additional Fees: \$4.00 - For each plumbing fixture or trap or set of fixtures of one trap (including water and drainage piping) \$7.50 - For each water line, whether new, replacement, or repaired \$7.50 - For each sewer line, whether new, replacement, or repaired \$4.00 - For each water heater and/or vent \$4.00 - For each gas piping system outlet \$7.50 - Gas test final \$3.00 - For installation of water piping for water treating equipment \$3.00 - For a lawn sprinkler system inspection for up to five sprinkler heads \$0.50 - For each additional lawn sprinkler head inspected after five heads
Plan Review	NA	50% of Permit Fee
Solar Panels	\$30.00	\$35.00 - Residential (flat fee) \$15.00 for first \$1000.00 of valuation plus \$5.00 for each \$1000.00 of fraction thereof. Minimum \$100.00 per square feet will be used as the valuation for the work (based on valuation)
Swimming Pools	\$30.00	\$35.00 - Residential \$980.00 Commercial
Driveways/Flatwork	\$30.00	\$25.00 - Residential \$300.00 - Commercial
Residential - Roof Permit	\$30.00	\$60.00 - Permit Fee
Demolition Permit (wrecking)	\$30.00	\$50.00 - Permit Fee
Moving Permit (structures)	\$30.00	\$100 - Permit Fee
Temporary Structures	\$30.00	\$100.00 - Permit Fee (over 200 square feet)
Residential - Foundation Repair or House Leveling Permit	\$30.00	Permit Fee - \$75.00
Backflow/Irrigation/Lawn Sprinkler Permit	\$30.00	\$10.00 plus plumbing fee plus \$5 per device - Backflow Device test \$30.00 - Residential irrigation \$100.00 - Commercial irrigation
Manufactured Home Park License	\$30.00	\$50.00 plus \$15.00 per space - Annual Fee \$50.00 - Transfer Fee
Recreational Vehicle Parks	\$30.00	\$50 plus \$15 per space - Annual Fee \$50.00 - Transfer Fee
Re-inspection Fee	\$30.00	\$20.00 - Residential \$100.00 - Commercial

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
After-hours Inspection Fee	\$30.00	\$120.00 - Commercial \$35.00 - Residential
Permit Renewal/Extension prior to Expiration	\$30.00	Case by case basis decision will be made by the City
Permit Renewal after Expiration	\$30.00	Case by case basis decision will be made by the City
Work without Issuance of a Permit	\$30.00	Twice the Permit Fee
Contractor Registration	\$30.00	\$100.00 - Registration fee <i>As per state law Electrical, Mechanical, or Plumbing Contractors are exempt from the fee (not from the registration requirement)</i>
Garage Sale	NA	\$5.00 - Permit Fee
Class I and Class II Signs	\$30.00	\$75.00 each if the permitted sign area ≤ 72 square feet \$150.00 each if the permitted sign area > 72 square feet
Temporary/Portable Signs/Banners	\$30.00	\$25.00 - Permit Fee <i>501 (c) organizations will be exempt from the permit fee requirement</i>
Sign Removal - Sign Seizure Fee	\$30.00	\$60.00 - Permit Fee
Sign Removal - Storage Fee (per day)	\$30.00	\$10.00 - Permit Fee
Master/ Common Signage Plan	NA	\$0.00 - Permit Fee
Certificate of Occupancy (built out)	\$30.00	0.00 - Residential \$50.00 - Nonresidential (includes inspection)
Certificate of Occupancy - Change in Ownership or Name	\$30.00	0.00 - Permit Fee
Temporary Certificate of Occupancy	\$30.00	0.00 - Residential \$50.00 - Nonresidential (includes inspection)
Copy of Certificate of Occupancy	\$30.00	\$20.00 - Permit Fee
Name/Tenant Occupancy Change	\$30.00	0.00 - Residential \$50.00 - Nonresidential (includes inspection)
Site Development Permit	\$30.00	\$250.00 - Site development activities, civil construction, and grading - (\$0.008 x valuation of civil construction) + \$75.00 + City Engineer review deposit \$250.00 + outside Consultant review deposit (if required) \$100.00 - Floodplain development \$100.00 - Clearing
Sidewalk (fee in-lieu)	NA	\$7.00/square feet
Right-of-Way Construction Permit (Non-Franchise Utilities) <i>Must Register as Contractor with City</i>	NA	\$1000.00 (subject to additional fees, as deemed applicable)

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
Right-of-Way Construction Permit - Franchise <i>Must register as a contractor with City</i>	NA	\$200.00 (subject to additional fees, as deemed applicable)
Drainage Pipe/Culvert	NA	\$95.00 - Residential \$300.00 - Commercial
Private Water Wells	\$30.00	\$200.00 - Permit Fee \$25.00 - Annual Fee
Alarm Systems - Residential	NA	\$25.00 - Registration (per year) Residential fees and fines: \$25.00 - Combination Burglar, Hold-Up/Panic and Fire Alarm Permit \$50.00 - Fine for 4 th & 5 th False Alarm (Burglar) (each) \$75.00 - Fine for 6 th & 7 th False Alarm (Burglar) (each) \$100.00 - Fine for 8 th or more False Alarm (Burglar) (each) \$50.00 - Fine for 4 th False Alarm (Hold-Up/Panic) (each) \$75.00 - Fine for 5 th or more False Alarm (Hold-Up/Panic) (each) \$50.00 - Fine for 4 th False Alarm (Fire) (each) \$75.00 - Fine for 5 th False Alarm (Fire) (each) \$100.00 - Fine for 6 th or more False Alarm (Fire) (each)
Alarm Systems - Commercial	NA	\$50.00 - Registration (per year) Commercial fees and fines: \$50.00 - Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost \$50.00 - Fine for 4 th & 5 th False Alarm (Burglar) (each) \$75.00 - Fine for 6 th & 7 th False Alarm (Burglar) (each) \$100.00 - Fine for 8 th or more False Alarm (Burglar) (each) \$100.00 - Fine for 4 th False Alarm (Hold-Up/Panic) (each) \$200.00 - Fine for 5 th or more False Alarm (Hold-Up/Panic) (each) \$100.00 - Fine for 4 th False Alarm (Fire) (each) \$200.00 - Fine for 5 th False Alarm (Fire) (each) \$300.00 - Fine for 6 th or more False Alarm (Fire) (each)
Pipeline Permit	NA	\$1,200.00 - New Pipeline Permit Fee \$500.00 - Adjusted, Relocated, or Replaced Pipeline Permit Fee \$50.00 - Transfer of Ownership Fee
Life/Safety Inspection Annual Registration	NA	\$0.00 - Registration Fee
Fire Prevention and Life Safety Protection	NA	\$50.00 - Underground/Above Ground Storage Tank Permit Fee \$25.00 - Automatic Fire Alarm System (Install or Addition) Permit Fee \$75.00 - Fire Suppression System (Install or Addition) Permit Fee
Animals		
Permit and Renewal	NA	\$25.00 - Initial Permit Fee (chicken, duck, rabbit) This fee is made to the code enforcement and not to Animal Services \$5.00 - Yearly Renewal Fee (chicken, duck, rabbit) \$19.50 per hour, paid through City Hall - Inspection of Grooming Facility

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
Impoundment	NA	\$25.00 - First impoundment of spayed & neutered dogs and cats 50.00 - Subsequent impoundments of spayed & neutered dogs & cats \$50.00 - Owner surrender of spayed & neutered dogs and cats \$50.00 - Impoundment of intact dogs and cats \$100.00 - Subsequent impoundment of intact dogs and cats \$75.00 - Owner surrender of intact dogs and cats \$50.00 - Impoundment of small livestock \$100.00 - Subsequent impoundment of small livestock \$50.00 - Impoundment of large livestock \$100.00 - Subsequent impoundment of large livestock \$15.00 - Daily handling Fee for impounded dogs and cats \$20.00 - Daily handling fee for impounded livestock \$15.00 - Microchipping (registration) \$60.00 - Adoption Fee
Commercial Exhibition, Grooming, Dealer, Stables, and Others)	NA	\$100.00 - Show or Exhibition Permit Fee \$250.00 - Grooming Permit Fee \$250.00 - Dealer Permit (retail and/or wholesale distributor) Fee \$250.00 - Commercial (not covered by dealer) Fee \$250.00 - Commercial Stables Fee
<i>Animals not listed shall be disposed of at discretion of animal control. The City of Angleton shall recover from the owner the actual cost of disposing of said animal.</i>		
Food and Food Establishments		
Alcoholic Beverages License (annual)	NA	License Fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 61.36 (one-half of the state fee upon every person). Permit Fee - Permitting fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 11.38 (one-half of the state fee for each permit) in compliance with state law
Food Establishment Permit (annual)	NA	Sit-down dining - based on number of employees (full & part-time) \$200.00 - 1 to 6 employees \$250.00 - 7 to 15 employees \$300.00 - 16 to 25 employees \$350.00 - 26 to 35 employees \$400.00 - 36 to 50 employees \$450.00 - 51 to 75 employees \$500.00 - 76 to 100 employees \$550.00 - 101 to 150 employees \$600.00 - > 150 employees
School Food Service Permit (annual)	NA	Based on the number of employees (full & part-time) \$200.00 - 1 to 6 employees \$250.00 - 7 to 15 employees \$300.00 - 16 to 25 employees \$350.00 - 26 to 35 employees \$400.00 - 36 to 50 employees \$450.00 - 51 to 75 employees

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
		\$500.00 - 76 to 100 employees \$550.00 - 101 to 150 employees \$600.00 - > 150 employees
Day Care Facility Food Permit (annual)	NA	\$150.00 - 1 to 20 children \$175.00 - 21 to 30 children \$200.00 - 31 to 50 children \$225.00 - 51 to 75 children \$250.00 - 76 to 100 children \$275.00 - 101 to 150 children \$300.00 - 151 to 200 children \$325.00 - 201 to 250 children \$350.00 - > 250 children
Temporary Food Establishment Permit (single event up to 2 weeks) <i>An additional late fee of \$40.00 will be assessed if the permit is not received prior to the opening of the event</i>	NA	\$40.00 - Permit Fee
Mobile Food Unit Permit (annual)	NA	\$250.00 - Permit Fee
Additional Fees related to Food Permits	NA	\$50.00 - Late Fee \$75.00 - Reinstatement Fee of Suspended Permit \$150.00 - Re-inspection Fee
Miscellaneous		
Credit Access Business Registration (annual)	NA	\$50.00 - Registration Fee (annual)
Peddlers, Solicitors, and Transient Merchant License	NA	\$100.00 - License Fee \$15.00 - Fee for each additional person's photo identification
Carnival License	NA	\$500.00 - License Fee
Dance Hall Licenses (annual)	NA	\$75.00 - License Fee
Amusement Redemption Machine Game Rooms	NA	1/2 of the State Fee plus \$500.00 - Single machine and single person \$1,000.00 - 2 to 3 machines or players \$1,750.00 - 4 to 6 machines or players \$2,500.00 - 7 to 10 machines or players \$5,000.00 - 11 to 20 machines or players \$10,000.00 - 21 or more machines or players
Sexually Oriented Businesses (annual)	NA	\$1500.00 - Permitting or Licensing Fee (annual)
Issuance of Tax Certificate	NA	\$10.00
Administrative Fee (Lien Processing) Recording Fee (Lien Processing)	NA	\$40.00
Penalty for Delinquent Ad Valorem Taxes (based on amount of taxes to be paid)	NA	20% (based on amount of taxes to be paid)

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
Permit Issuance Fee (per car to be operated in the City for a 12-month period, ending December 31)	NA	\$50.00 - Vehicle Permit Issuance Fee \$10.00 - Driver Background Information Check Fee <i>Fee for Nonconsent Tow levied pursuant to V.T.C.A. Occupations Code Ch. 2308</i>

Parks and Recreation	
Mass Gathering	\$400.00 - Application Fee \$200.00 - Inspection Deposits: Clean-up and/or damage deposits Level I (\$100.00) - Events with up to 150 anticipated attendees where little activity is anticipated, and minimal setup is required Level II (\$250.00) - Events with up to 499 anticipated attendees where moderate activity is anticipated, and some setup is required Level III (\$500.00) - Events with up to 999 anticipated attendees where major activity is anticipated, and major setup is required Level IV (\$1,000.00) - Events with up to 3,000 anticipated attendees where maximum activity is anticipated, and maximum setup is required Level V (\$2,000.00) - Events with over 3,000 anticipated attendees where maximum activity is anticipated, and maximum setup is required

Recreation Center Fees

Membership Options		
	Monthly	Annual (To be paid at the time of registration/renewal Pre Pay)
Individual Membership Individuals 12 years & Up	Resident - \$35.00 Nonresident - \$50.00	Resident - \$350.00 Nonresident - \$450.00
Family Membership Up to 6 individuals from the same household	Resident - \$50 (Up to 6 individuals) Non-Resident - \$70 (Up to 6 individuals)	Resident - \$500 (Up to 6 individuals) Non-Resident - \$900 (Up to 6 individuals)
Silver Sneaker, Silver & Fit, or Renew Active Membership (Eligible individuals)	Free Enrollment	Free Enrollment
Eligible Membership Discounts Seniors (60+), Active Military, First Responder	-\$10.00 (Deduction from the applicable fee)	-\$75.00 (Deduction from the applicable fee)

Please note that fees for miscellaneous merchandise will be based on Consumer Price Index (CPI) and prevailing market rates.

Party Rooms		
	Rate	Deposit
Multipurpose Room 1 w/ Kitchen (Member)	\$75.00/hr \$115.00/hr (after hours) Minimum 2 hours	\$100.00 (without alcohol) Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Multipurpose Room 1 w/ Kitchen Non-Member	\$100.00 per hour \$140.00 per hour (After hours) Minimum 2 hours	\$100.00 (without alcohol) Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Multipurpose Room 2 w/o Kitchen	\$50.00/hr \$90.00/hr (after hours) Minimum 2 hours	\$100.00 (without alcohol) Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Multipurpose Rooms 1&2, Kitchen	\$125.00/hr Minimum 2 hours \$165.00/hr (after hours) Minimum 2 hours	\$100.00 (without alcohol) Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Gymnasium Only	\$115.00/hr	Current: \$300.00 (without alcohol) Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Gymnasium w/ Kitchen	\$140.00/hr	\$350.00 Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Outdoor Plaza (Member)	\$50.00/hr	\$100.00 Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)

Indoor Party Package 1-25 Guests (Member)	\$100.00	\$100.00
Indoor Party Package 26-50 Guests (Member)	\$150.00	\$100.00
Indoor Party Package 51-75 Guests (Member)	\$200.00	\$100.00
Indoor Party Package 76-100 Guests, includes MP 1&2 (Member)	\$250.00	\$200.00
Indoor Party Package 101-150 Guests, includes MP 1&2 (Member)	\$275.00	\$200.00
Outdoor Party Package 1-25 Guests (Member)	\$75.00	\$100.00
Indoor Party Package 26-50 Guests (Member)	\$100.00	\$100.00
Indoor Party Package 51-75 Guests (Member)	\$150.00	\$100.00
Indoor Party Package 76-100 Guests, includes MP 1&2 (Member)	\$200.00	\$200.00
Private Pool Party Package 1-25 Guests (Member)	\$200.00	\$200.00
Private Pool Party Package 26-50 Guests (Member)	\$225.00	\$200
Private Pool Party Package 51-75 Guests (Member)	\$250.00	\$200.00
Private Pool Party Package 76-100 Guests, includes MP 1&2 (Member)	\$275.00	\$200.00
Private Pool Party Package 101-150 Guests (Member)	\$350.00	\$200.00
Multipurpose Room 1 w/ Kitchen (Non-Member)	\$100.00/hr \$140.00/hr (after hours)	\$100.00 Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Multipurpose Room 2 w/o Kitchen (Non-Member)	\$75.00/hr \$115.00/hr (after hours)	\$100.00 Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Multipurpose Rooms 1&2, Kitchen included (Non-Member)	\$150.00/hr \$190.00/hr (after hours)	\$100 Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Outdoor Plaza (Non-Member)	\$75.00/hr	\$100 Alcohol Permit fee of \$250 plus the cost associated with the security fee (to be coordinated with PD)
Indoor Party Package 1-25 Guests (Non-Member)	\$125.00	\$100.00
Indoor Party Package 26-50 Guests (Non-Member)	\$175.00	\$100.00
Indoor Party Package 51-75 Guests (Non-Member)	\$225.00	\$100.00
Indoor Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$275.00	\$200.00
Indoor Party Package 101-150 Guests, includes MP 1&2 (Non-Member)	\$300.00	\$200.00
Outdoor Party Package 1-25 Guests (Non-Member)	\$100.00	\$100.00

Indoor Party Package 26-50 Guests (Non-Member)	\$125.00	\$100.00
Indoor Party Package 51-75 Guests (Non-Member)	\$175.00	\$100.00
Indoor Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$225.00	\$200.00
Private Pool Party Package 1-25 Guests (Non-Member)	\$250.00	\$200.00
Private Pool Party Package 26-50 Guests (Non-Member)	\$275.00	\$200.00
Private Pool Party Package 51-75 Guests (Non-Member)	\$300	\$200
Private Pool Party Package 76-100 Guests, includes MP 1&2 (Non-Member)	\$350.00	\$200.00
Private Pool Party Package 101-150 Guests (Non-Member)	\$400.00	\$200.00
Indoor or Outdoor Party Package Additional Hour(s)	\$50.00/hr	NA
Set-up Fees (non-party packages) 25 guests	\$20.00	NA
Set-up Fees (non-party packages) 50 guests	\$40.00	NA
Set-up Fees (non-party packages) 75 guests	\$60.00	NA
Set-up Fees (non-party packages) 100 guests	\$80.00	NA
Set-up Fees (non-party packages) 150 guests	\$100.00	NA
Set-up Fees (non-party packages) 200 guests	\$150.00	NA
Use of Public Parks User fees and obligations		
Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person Without Lights (per tournament, per day)	\$200.00 Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person With Lights (per tournament, per day)	\$250.00 Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Deposit for Cleaning (per tournament)	\$0.00 with the following notes - Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Practice Games for Any Athletic Team Other Than League or Tournament Teams With Lights (per hour)	\$30.00 per hour Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Practice Games for Any Athletic Team Other Than League or Tournament Teams Without Lights (per hour)	\$25.00 per hour Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	

Fee for Failing to Clean Space of Litter to Satisfaction of the Parks and Recreation Department (per hour)	Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Use of Public Parks Rental and deposit rates for pavilion and park rental facilities		
	<i>Rate</i>	<i>Deposit</i>
Two Hours (Non-Member)	Small pavilion (less than 1000 square feet): \$60.00 Large pavilion (greater than 1000 square feet): \$90.00 <ul style="list-style-type: none"> • Additional fees for staff and resources will be required for night usage. • Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City. 	\$50.00
Two Hours (Member)	Small pavilion (less than 1000 square feet): \$30.00 Large pavilion (greater than 1000 square feet): \$60.00 <ul style="list-style-type: none"> • Additional fees for staff and resources will be required for night usage. • Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City. 	\$50.00
Four Hours (Non-Member)	Small pavilion (less than 1000 square feet): \$120.00 Large pavilion (greater than 1000 square feet): \$180.00 <ul style="list-style-type: none"> • Additional fees for staff and resources will be required for night usage. • Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City. 	\$50.00
Four Hours (Member)	Small pavilion (less than 1000 square feet): \$60.00 Large pavilion (greater than 1000 square feet): \$120.00 <ul style="list-style-type: none"> • Additional fees for staff and resources will be required for night usage. • Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City. 	\$50.00
All Day (Non-Member)	Small pavilion (less than 1000 square feet): \$240.00 Large pavilion (greater than 1000 square feet) - \$360.00 <ul style="list-style-type: none"> • Additional fees for staff and resources will be required for night usage. • Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City. 	\$50.00
All Day (Member)	Small pavilion (less than 1000 square feet): \$120.00 Large pavilion (greater than 1000 square feet): \$240.00 <ul style="list-style-type: none"> • Additional fees for staff and resources will be required for night usage. • Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City. 	\$50.00
Entire Park Rental	\$500.00/hr minimum of two hours	\$50.00

	<ul style="list-style-type: none"> • Additional fees for staff and resources will be required for night usage. • Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City. 	
After Hour Party Rental Fees	Hourly rental fee plus an additional \$40 per hour and parties must have approval by Recreation Superintendent or Facility Manager. Other rules apply for specific rentals.	
Lakeside Park Fees		
<i>Rental</i>	<i>Rental Rate</i>	
Lakeside Park Overlook	\$125.00/hr 2 hours minimum 20% of rental rate	
Lakeside Park Stage	\$50.00/hr 2 hours minimum \$100 or 20% of rental rate (whichever is greater)	
Lakeside Stage & Greenspace	\$100.00/hr 2 hours minimum 20% of rental rate	
Lakeside Pavilion & Greenspace	\$275.00/hr 2 hours minimum 20% of rental rate	
Lakeside Park Tables & Chairs Fee 25 guests	\$20.00	
Lakeside Park Tables & Chairs Fee 50 guests	\$40.00	
Lakeside Park Tables & Chairs Fee 75 guest	\$60.00	
Lakeside Park Tables & Chairs Fee 100 guests	\$80.00	
Lakeside Park Tables & Chairs Fee 150 guests	\$100.00	
Lakeside Park Tables & Chairs Fee 200 guests	\$150.00	

UTILITIES							
\$536.70 - Water Capacity Acquisition Fee (per dwelling unit, as determined by the City Engineer, for any non-residential use)							
<i>Sanitary Sewer Capacity Acquisition Fee - Computed on a case-by-case basis, relative to the location of a subdivision or development to the wastewater treatment plant, affected lift station, and other affected waste water collection and conveyance improvements, and shall be based on the improvements required to provide an adequate level of service based on the proposed use, as determined by the City Engineer, in accordance with the standards. A capacity acquisition fee study must be performed. See "Capacity Acquisition Fee Study Fee" below</i>							
\$4,000.00 - Capacity Acquisition Fee Study Fee							
<i>Water and Sewer Capacity Acquisition Fees shall be determined by the City Engineer using the guidelines and standards set out in Chapter 23 - Land Development Code, Article III. - Public Improvement Responsibilities, Division 2. - Utility Responsibilities, Sec. 23-28 - Responsibilities of the subdivider or developer. and Sec. 23-32 - Rough proportionality of the Code of Ordinances of the City of Angleton</i>							
\$25.00 - Industrial wastewater surcharge for all other pollutants (per contaminant, per day)							
Sanitary sewer system surcharge rates and administrative fees							
\$300.00 - Permit preparation fee							
\$35.00 - Industrial compliance inspections (per hour, min. of 20 hours)							
\$0.42 - Biochemical Oxygen Demand (BOD) (per pound)							
\$0.12 - Chemical Oxygen Demand (COD)							
\$0.47 - Total Suspended Solids (TSS)							
Water/sewer rates - Inside city service							
Inside City Rates - Water	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge
			2K to 10K	10K to 25K	25K to 50K	over 50K	
Table I - Residential (<i>ind. meter</i>)	\$33.61	2,000 Gallons	\$12.33	\$12.90	\$13.47	\$14.48	N/A
Table II - Multifamily (<i>master meter</i>)	\$31.93	2,000 Gallons	\$12.33	\$12.90	\$13.47	\$14.48	N/A
Table III - Commercial (<i>ind. meter</i>)	\$38.65	2,000 Gallons	\$13.81	\$14.48	\$15.13	\$16.28	N/A
Table IV - Commercial (<i>master meter</i>)	\$31.93	2,000 Gallons	\$12.33	\$12.90	\$13.47	\$14.48	N/A
* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.							

Inside City Rates - Sewer	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage				Maximum Monthly Charge
Table I - Residential (<i>ind. meter</i>)	\$18.08	0 Gallons	\$3.97				\$66.07
Table II - Multifamily (<i>master meter</i>)	\$18.08	0 Gallons	\$3.97				N/A
Table III - Commercial (<i>ind. meter</i>)	\$18.08	0 Gallons	\$4.57				N/A
Table IV - Commercial (<i>master meter</i>)	\$18.08	0 Gallons	\$3.97				N/A
Table V - Sewer Only Customer	Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).						

* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

Water/sewer rates—Outside city service: Customers living outside of the City of Angleton shall be charged at a rate equal to 1.25 times the inside city rates. Inasmuch as the cost of providing utility service to customers living outside the city is higher and as the utility system is supported by tax dollars coming from the residents of the City of Angleton, this charge is necessary for the health, safety, and welfare of the residents of the City of Angleton and for the non-residents receiving utility services from the city.

Water/sewer rates - Outside city service

Outside City Rates - Water	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge
			2K to 10K	10K to 25K	25K to 50K	over 50K	
Table I - Residential (<i>ind. meter</i>)	\$42.01	2,000 Gallons	\$15.41	\$16.13	\$16.84	\$18.09	N/A
Table II - Multifamily (<i>master meter</i>)	\$39.92	2,000 Gallons	\$15.41	\$16.13	\$16.84	\$18.09	N/A
Table III - Commercial (<i>ind. meter</i>)	\$48.31	2,000 Gallons	\$17.26	\$18.09	\$18.91	\$20.35	N/A
Table IV - Commercial (<i>master meter</i>)	\$39.92	2,000 Gallons	\$15.41	\$16.13	\$16.84	\$18.09	N/A

Table V - Wholesale Water Rates
The rate for the purchase of "Wholesale Water" through a fire hydrant meter provided by the city of from other locations established and metered by the city shall be the same as Table III - Commercial (ind. meter) under the Outside City Rate Table.

* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

Outside City Rates - Sewer	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage				Maximum Monthly Charge
Table I - Residential (<i>ind. meter</i>)	\$20.34	0 Gallons	\$4.97				\$82.68
Table II - Multifamily (<i>master meter</i>)	\$20.34	0 Gallons	\$4.97				N/A
Table III - Commercial (<i>ind. meter</i>)	\$20.34	0 Gallons	\$5.71				N/A
Table IV - Commercial (<i>master meter</i>)	\$20.34	0 Gallons	\$4.97				N/A

Table V - Sewer Only Customer
Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).

* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

Deposits

Deposit for All New Water Customers	\$100.00						
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Deposits/connect fee

Connect Fee (<i>taken from Deposit for All New Water Customers</i>)	\$25.00						
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Closing of account

Refund of Remaining Deposit	\$75.00						
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Penalties

A fee to defray costs of collecting delinquent utility accounts receivable	An additional fee imposed of 20 percent on all debts and accounts receivable, i.e., fines, fees, restitution, other debts, and costs, that are more than 120 days past due and have been referred to a private firm for collection, and that relate to delinquent utility accounts owed to the city.						
Penalty on Any Unpaid or Past Due Account (<i>minimum</i>)	\$10.00						

Disconnect

Disconnect/Reconnect Fee	\$30.00 - Disconnect \$25.00 - Reconnect						
Charges for water meter installations and sewer taps							
<i>Water Meter Installations</i>							
3/4" Meter Fee	\$500.00						
1" Meter Fee	\$575.00						
1 1/2" Meter Fee	\$1,000.00						
2" Meter Fee	\$1,200.00						
<i>Sewer Taps</i>							
4" Sewer Tap Fee	\$700.00						
6" Sewer Tap Fee	\$950.00						
Capital cost recover fees							
<i>Inside Corporate City Limits</i>							
3/4" Meter Pipe Size Fee	\$156.00						
1" Meter Pipe Size Fee	\$168.00						
1 1/2" Meter Pipe Size Fee	\$192.00						
2" Meter Pipe Size Fee	\$216.00						
Over 2" Meter Pipe Size Fee	<i>To be determined by city administrator.</i>						
<i>Outside Corporate City Limits</i>							
3/4" Meter Pipe Size Fee	\$312.00						
1" Meter Pipe Size Fee	\$336.00						
1.5" Meter Pipe Size Fee	\$384.00						
2" Meter Pipe Size Fee	\$432.00						
Over 2" Meter Pipe Size Fee	<i>To be determined by city administrator</i>						
Other Water and Sewer Capital Cost Recovery Fees							
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter (<i>inside the corporate city limits</i>)	\$156.00						
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter (<i>outside the corporate city limits</i>)	\$312.00						
Residential Sewer Capital Cost Recovery Fee (<i>inside the corporate city limits</i>)	\$312.00						
Residential Sewer Capital Cost Recovery Fee (<i>outside the corporate city limits</i>)	\$624.00						
Fee for Each Unit Using the Sewer Tap (<i>per unit</i>) After the First Unit Using the Sewer Tap	\$200.00						
Nonresidential sewer capital cost recovery fee, per restroom (<i>inside the corporate city limits</i>)	\$400.00						
Nonresidential sewer capital cost recovery fee, per restroom (<i>outside the corporate city limits</i>)	\$800.00						
Charges for misuse of utility service or meter							
First Offense	\$15.00						
Second Offense	\$30.00						
Third Offense	\$50.00						
Fourth Offense	<i>Legal Action</i>						
Deposits and fees							
Residential Deposit & Connection Fee (<i>for new customers</i>)	\$100.00						
Commercial Deposit (<i>or amount to cover one month's bill</i>)	\$100.00						

High Volume Account Deposit <i>(or amount to cover one month's bill)</i>	\$400.00						
Apartment Deposit <i>(per unit or amount to cover one month's bill)</i>	\$100.00						
Trailer Space Deposit <i>(per unit or amount to cover one month's bill)</i>	\$100.00						
Late Fee <i>(percentage of utility bills, which shall include water, sewer, and garbage or refuse collection)</i>	10% or \$10.00 (whichever is greater)						
Returned Check Fee	\$30.00						
Install Lock on Meter <i>(to terminate service)</i>	\$25.00						
Plug or Pull Meter <i>(to terminate service)</i>	\$75.00						
Accuracy Test <i>(if meter is correct)</i>	\$50.00						
Transfer of Service	\$25.00						
Two-Week Clean-Up <i>(plus usage)</i>	\$10.00						

City of Angleton
Fee Schedule (Exhibit A)

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
Pre-development meeting		
	NA	First meeting is free. \$50.00 per meeting from meeting #2 onwards. DAWG Meetings requiring Legal or Engineer presence must be prepaid at the hourly consultant rate
Subdivision and Platting		
Preliminary Plat	NA	\$1000.00 (filing / application) fee) + + \$25.00/lot (residential) OR \$30.00/acre (commercial/multifamily) Subsequent resubmittals \$400/resubmittal, due upon resubmittal
Replat	NA	\$1000.00 (filing /application) fee) + + \$25.00/lot (residential) OR \$30.00/acre (commercial/multifamily) Subsequent resubmittals \$400.00/resubmittal, due upon resubmittal
Final Plat	NA	\$1000.00 (filing /application) fee) + + \$25.00/lot (residential) OR \$30.00/acre (commercial/multifamily) Subsequent resubmittals \$400/resubmittal, due upon resubmittal
Development Plat	NA	\$1000.00 (filing /application) fee) + + \$25/lot (residential) OR \$30.00/acre (commercial/multifamily) Subsequent resubmittals \$400.00/resubmittal, due upon resubmittal
Amending Plat	NA	\$600.00 filing fee + \$6.00 per lot increase (residential) \$600.00 filing fee + \$300.00/acre (non-residential/multi-family) Subsequent resubmittals \$400.00/resubmittal, due upon resubmittal
Minor Plat	NA	\$600.00 + \$6.00/lot (residential) \$600.00 + \$30.00/acres (nonresidential) \$150.00 (one existing home or business) Subsequent resubmittals \$400/resubmittal, due upon resubmittal
Vacate Plat	NA	\$600.00/acre
Alley/Easement Abandonment Fee	\$30.00	Cost of publications
Subdivision Variance	NA	\$400.00
Tree Plan	NA	\$150.00
Construction Plans for Subdivision Improvements	NA	One percent (1%) of the actual construction cost for projects fifty thousand dollars (\$50,000.00) or less, or five hundred dollars (\$500.00) for the first fifty thousand dollars (\$50,000.00) plus one-half percent (0.5%) of the actual construction cost over \$50,000.00 Subsequent resubmittals \$400/resubmittal, due upon resubmittal

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
Fee in Lieu of Parkland Dedication (subdivisions) <i>Per single-family residential subdivision, Per unit in duplex, townhouse, or multifamily development</i>	NA	Refer to Sec. 23-20 for the methodology. Contact Parks and Recreation Department for additional information
Land Plan/Concept Plan	NA	\$1800.00 - 0 to 5 acres \$2,000.00 - 5 to 25 acres \$2,400.00 - 25 to 50 acres \$3,000.00 - 50 to 75 acres \$3, 800.00 - 75 to 100 acres \$4, 600.00 - >100 acres
Development and Public Improvement Agreements	NA	Require deposit for staff/consultant expenditure including but not limited to parkland evaluation, infrastructure, utilities, other service agreements \$5000.00 deposit for third party reviews fees. Additional cost if any will be billed to the applicant
Extension of Preliminary Plat Approval	NA	\$150.00
Plat Recordation	NA	County recordation fee plus City expenses
Recheck fees - Plats and Construction Drawings	NA	\$400.00/submittal, due upon resubmittal
Annexation/Deannexation		
	NA	\$500.00 plus staff/consultant expenditure - Large tract (>10 acres) \$500.00 plus staff/consultant expenditure - Smaller tracts (0-10 acres)
Zoning		
Rezoning / Future Land Use Map Amendment	NA	Base fee \$1000.00 + \$25.00/each zone - 0 to 5 acres Base fee \$1000.00 + \$25.00/each zone - 5 to 25 acres Base fee \$1025.00 + \$25.00/each zone - 25 to 50 acres Base fee \$1050.00+\$25.00/each zone - 50 to 75 acres Base fee \$1075.00+\$25.00/each zone - 75 to 100 acres Base fee \$1100.00+\$25.00/each zone - >100 acres
Rezoning Application Fee (if waiver request granted before expiration)	NA	150% of the Rezoning application fee
Specific Use Permit	NA	Base fee \$1000.00 + \$25.00/each zone - 0 to 5 acres Base fee \$1000.00 + \$25.00/each zone - 5 to 25 acres Base fee \$1025.00 + \$25.00/each zone - 25 to 50 acres Base fee \$1050.00+\$25.00/each zone - 50 to 75 acres Base fee \$1075.00+\$25.00/each zone - 75 to 100 acres Base fee \$1100.00+\$25.00/each zone - >100 acres
Zoning Variance (Board of Adjustment)	NA	\$500.00
Special Exception (Board of Adjustment)	NA	\$500.00
Special Exception (Administrative)	NA	\$150.00
Planned Development	NA	\$1800.00 - 0 to 5 acres * \$2,000.00 - 5 to 25 acres* \$2,400.00 - 25 to 50 acres* \$3,000.00 - 50 to 75 acres*

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
		\$3,800.00 - 75 to 100 acres* \$4,600.00 - >100 acres* *Deposit required for special districts
Special Districts	NA	\$25,000.00 - Initial Deposit Sum \$10,000.00 - Additional Deposit Sum
Waiver Fee (to waive the 12-month resubmittal waiting period)	NA	\$100.00
Verification/Interpretation Letter		
Zoning Verification Letter (without legal review)	NA	\$25.00 - residential \$35.00 - commercial
Zoning Verification Letter/Interpretation (with legal review)	NA	\$25.00 - residential \$35.00 - commercial Additional fee for staff/consultant expense may be required
Written Interpretation of the Code	NA	\$25.00 - residential \$35.00 - commercial Additional fee for staff/consultant expense may be required
Legal Lot Verification	NA	\$25.00 - residential \$35.00 - commercial Additional fee for staff/consultant expense may be required
Development and Building Permits		
Commercial Building Permits (Including New Construction, Alterations/Additions/Remodel, Window Replacement Permit, Accessory Structures)	\$30.00	(Based on valuation) \$15.00 for first \$1000.00 of valuation plus \$5.00 for each \$1000.00 of fraction thereof. Minimum \$100.00 per square feet will be used as the valuation for the work
Storm Water Permit		\$45.00 - If impervious cover ≤ 30000 square feet \$500.00 - If impervious cover >30000 square feet
Residential - New Construction	\$30.00	0.50 per square foot (min \$60.00)
Residential - Alterations/Additions/Remodel	\$30.00	\$0.40/ square feet
Residential -Window Replacement	\$30.00	\$5.00 per window
Residential - Accessory Structures (sheds, patios, pole barns, decks) - If the area is greater than 200 square feet or electric, plumbing work is required	\$30.00	0.30 per square foot
Residential - Garages/Carports	\$30.00	\$75.00
Fence	\$30.00	Residential (no additional permit fee is required) Commercial additional fees required based on valuation: \$15.00- \$0 to \$1000 valuation

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
		\$15.00 for first \$1000.00 plus \$5.00 for each \$1000.00 or fraction thereof - > \$1001.01 valuation
Electrical Permits	\$30.00	<p>\$27.50 - Minimum permit fee</p> <p>Additional fees as applicable for:</p> <p>Outlets:</p> <p>110 volt \$0.00 for 1-4 outlet, switch or lighting \$0.50 each - each outlet, switch or lighting over 4</p> <p>220 volt \$5.00 for each outlet</p> <p>Motors:</p> <p>\$1.00 - Up to, but not including 1 horsepower \$2.00 - At least 1 horsepower, but less than 2 horsepower \$3.00 - At least 3 horsepower, but less than 10 horsepower \$4.00 - At least 11 horsepower, but less than 25 horsepower \$20.00 - At least 26 horsepower, but less than 150 horsepower \$0.15.00 - Each horsepower in excess of 150 horsepower (per horsepower)</p> <p>Lightning Arresters:</p> <p>\$2.00 - Lightning arrester system permit fee \$10.00 - First \$1,000.00 valuation of the lightning arrester system \$2.00 - Each additional \$1,000.00 or portion of \$1,000.00 valuation of the arrester system</p> <p>Sound Equipment:</p> <p>\$10.00 - Up to, but not including 10 watts output \$15.00 - At least 10 watts, but less than 25 watts, output \$25.00 - At least 25 watts, but less than 100 watts, output \$30.00 - At least 100 watts, but less than 200 watts, output</p> <p>Miscellaneous:</p> <p>\$7.50 - Meter loop (permanent or temporary) \$7.50 - T-pole \$4.00 - Spike discharge arrester in distribution enclosure \$15.00 - Motion picture machines \$4.00 - X-ray machines \$0.50 - Poles, anchors, and guy stubs (except power company) \$3.00 - Incandescent electric signs (per circuit) \$5.00 - Gas vacuum tube signs (per transformer) Permanently connected electrical appliances & equipment of any nature not otherwise specified \$0.75 - Up to 1 kilowatt (inclusive, each) \$0.50 - Above 1 kilowatt to 10 kilowatt (per kilowatt) \$0.40 - Above 10 kilowatt to 50 kilowatt (per kilowatt) \$0.30 - Above 50 kilowatt to 100 kilowatt (per kilowatt) \$0.10 - Above 100 kilowatt (per kilowatt for the first 100 kilowatt) \$0.05 - Above 100 kilowatt (per kilowatt in excess of first 100 kilowatt)</p>
Fire Alarm Permit (also requires yearly Alarm Registration Permit)	\$30.00	<p>\$2.00 - Minimum Permit Fee</p> <p>Additional Fees:</p> <p>\$10.00 - For the first \$1,000.00 or portion of \$1,000.00 valuation of the fire alarm system \$2.00 - For each additional \$1,000.00 or portion of \$1,000.00 valuation of the fire alarm systems</p>
Mechanical Permits	\$30.00	<p>\$27.50 - Minimum Permit Fee</p> <p>Additional Fees:</p>

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
		\$75.00 - New home whole system \$30.00 - Replacement or Repair \$10.50 - For the first \$1,000.00 or portion of \$1,000.00 valuation \$2.00 - For each additional \$1,000.00 or portion of \$1,000.00 valuation \$2.00 - Alterations or repairs costing more than \$500.00 and less than \$1,000.00
Plumbing Permits	\$30.00	\$27.50 - Minimum Permit Fee Additional Fees: \$4.00 - For each plumbing fixture or trap or set of fixtures of one trap (including water and drainage piping) \$7.50 - For each water line, whether new, replacement, or repaired \$7.50 - For each sewer line, whether new, replacement, or repaired \$4.00 - For each water heater and/or vent \$4.00 - For each gas piping system outlet \$7.50 - Gas test final \$3.00 - For installation of water piping for water treating equipment \$3.00 - For a lawn sprinkler system inspection for up to five sprinkler heads \$0.50 - For each additional lawn sprinkler head inspected after five heads
Plan Review	NA	50% of Permit Fee
Solar Panels	\$30.00	\$35.00 - Residential (flat fee) \$15.00 for first \$1000.00 of valuation plus \$5.00 for each \$1000.00 of fraction thereof. Minimum \$100.00 per square feet will be used as the valuation for the work (based on valuation)
Swimming Pools	\$30.00	\$35.00 - Residential \$980.00 Commercial
Driveways/Flatwork	\$30.00	\$25.00 - Residential \$300.00 - Commercial
Residential - Roof Permit	\$30.00	\$60.00 - Permit Fee
Demolition Permit (wrecking)	\$30.00	\$50.00 - Permit Fee
Moving Permit (structures)	\$30.00	\$100 - Permit Fee
Temporary Structures	\$30.00	\$100.00 - Permit Fee (over 200 square feet)
Residential - Foundation Repair or House Leveling Permit	\$30.00	Permit Fee - \$75.00
Backflow/Irrigation/Lawn Sprinkler Permit	\$30.00	\$10.00 plus plumbing fee plus \$5 per device - Backflow Device test \$30.00 - Residential irrigation \$100.00 - Commercial irrigation
Manufactured Home Park License	\$30.00	\$50.00 plus \$15.00 per space - Annual Fee \$50.00 - Transfer Fee
Recreational Vehicle Parks	\$30.00	\$50 plus \$15 per space - Annual Fee \$50.00 - Transfer Fee
Re-inspection Fee	\$30.00	\$20.00 - Residential \$100.00 - Commercial

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
After-hours Inspection Fee	\$30.00	\$120.00 - Commercial \$35.00 - Residential
Permit Renewal/Extension prior to Expiration	\$30.00	Case by case basis decision will be made by the City
Permit Renewal after Expiration	\$30.00	Case by case basis decision will be made by the City
Work without Issuance of a Permit	\$30.00	Twice the Permit Fee
Contractor Registration	\$30.00	\$100.00 - Registration fee <i>As per state law Electrical, Mechanical, or Plumbing Contractors are exempt from the fee (not from the registration requirement)</i>
Garage Sale	NA	\$5.00 - Permit Fee
Class I and Class II Signs	\$30.00	\$75.00 each if the permitted sign area ≤ 72 square feet \$150.00 each if the permitted sign area > 72 square feet
Temporary/Portable Signs/Banners	\$30.00	\$25.00 - Permit Fee <i>501 (c) organizations will be exempt from the permit fee requirement</i>
Sign Removal - Sign Seizure Fee	\$30.00	\$60.00 - Permit Fee
Sign Removal - Storage Fee (per day)	\$30.00	\$10.00 - Permit Fee
Master/ Common Signage Plan	NA	\$150.00 - Permit Fee
Certificate of Occupancy (built out)	\$30.00	0.00 - Residential \$50.00 - Nonresidential (includes inspection)
Certificate of Occupancy - Change in Ownership or Name	\$30.00	0.00 - Permit Fee
Temporary Certificate of Occupancy	\$30.00	0.00 - Residential \$50.00 - Nonresidential (includes inspection)
Copy of Certificate of Occupancy	\$30.00	\$20.00 - Permit Fee
Name/Tenant Occupancy Change	\$30.00	0.00 - Residential \$50.00 - Nonresidential (includes inspection)
Site Development Permit	\$30.00	\$250.00 - Site development activities, civil construction, and grading - (\$0.008 x valuation of civil construction) + \$75.00 + City Engineer review deposit \$250.00 + outside Consultant review deposit (if required) \$100.00 - Floodplain development \$100.00 - Clearing
Sidewalk (fee in-lieu)	NA	\$7.00/square feet
Right-of-Way Construction Permit (Non-Franchise Utilities) <i>Must Register as Contractor with City</i>	NA	\$1000.00 (subject to additional fees, as deemed applicable)

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
Right-of-Way Construction Permit - Franchise <i>Must register as contractor with City</i>	NA	\$200.00 (subject to additional fees, as deemed applicable)
Drainage Pipe/Culvert	NA	\$95.00 - Residential \$300.00 - Commercial
Private Water Wells	\$30.00	\$200.00 - Permit Fee \$25.00 - Annual Fee
Alarm Systems - Residential	NA	\$25.00 - Registration (per year) Residential fees and fines: \$25.00 - Combination Burglar, Hold-Up/Panic and Fire Alarm Permit \$50.00 - Fine for 4 th & 5 th False Alarm (Burglar) (each) \$75.00 - Fine for 6 th & 7 th False Alarm (Burglar) (each) \$100.00 - Fine for 8 th or more False Alarm (Burglar) (each) \$50.00 - Fine for 4 th False Alarm (Hold-Up/Panic) (each) \$75.00 - Fine for 5 th or more False Alarm (Hold-Up/Panic) (each) \$50.00 - Fine for 4 th False Alarm (Fire) (each) \$75.00 - Fine for 5 th False Alarm (Fire) (each) \$100.00 - Fine for 6 th or more False Alarm (Fire) (each)
Alarm Systems - Commercial	NA	\$50.00 - Registration (per year) Commercial fees and fines: \$50.00 - Combination Burglar, Hold-Up/Panic and Fire Alarm Permit Cost \$50.00 - Fine for 4 th & 5 th False Alarm (Burglar) (each) \$75.00 - Fine for 6 th & 7 th False Alarm (Burglar) (each) \$100.00 - Fine for 8 th or more False Alarm (Burglar) (each) \$100.00 - Fine for 4 th False Alarm (Hold-Up/Panic) (each) \$200.00 - Fine for 5 th or more False Alarm (Hold-Up/Panic) (each) \$100.00 - Fine for 4 th False Alarm (Fire) (each) \$200.00 - Fine for 5 th False Alarm (Fire) (each) \$300.00 - Fine for 6 th or more False Alarm (Fire) (each)
Pipeline Permit	NA	\$1,200.00 - New Pipeline Permit Fee \$500.00 - Adjusted, Relocated, or Replaced Pipeline Permit Fee \$50.00 - Transfer of Ownership Fee
Life/Safety Inspection Annual Registration	NA	\$0.00 - Registration Fee
Fire Prevention and Life Safety Protection	NA	\$50.00 - Underground/Above Ground Storage Tank Permit Fee \$25.00 - Automatic Fire Alarm System (Install or Addition) Permit Fee \$75.00 - Fire Suppression System (Install or Addition) Permit Fee
Animals		
Permit and Renewal	NA	\$25.00 - Initial Permit Fee (chicken, duck, rabbit) This fee is made to the code enforcement and not to Animal Services \$5.00 - Yearly Renewal Fee (chicken, duck, rabbit) \$19.50 per hour, paid through City Hall - Inspection of Grooming Facility

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
Impoundment	NA	\$25.00 - First impoundment of spayed & neutered dogs and cats 50.00 - Subsequent impoundments of spayed & neutered dogs & cats \$50.00 - Owner surrender of spayed & neutered dogs and cats \$50.00 - Impoundment of intact dogs and cats \$100.00 - Subsequent impoundment of intact dogs and cats \$75.00 - Owner surrender of intact dogs and cats \$50.00 - Impoundment of small livestock \$100.00 - Subsequent impoundment of small livestock \$50.00 - Impoundment of large livestock \$100.00 - Subsequent impoundment of large livestock \$15.00 - Daily handling Fee for impounded dogs and cats \$20.00 - Daily handling fee for impounded livestock \$15.00 - Microchipping (registration) \$60.00 - Adoption Fee
Commercial Exhibition, Grooming, Dealer, Stables, and Others)	NA	\$100.00 - Show or Exhibition Permit Fee \$250.00 - Grooming Permit Fee \$250.00 - Dealer Permit (retail and/or wholesale distributor) Fee \$250.00 - Commercial (not covered by dealer) Fee \$250.00 - Commercial Stables Fee
<i>Animals not listed shall be disposed of at discretion of animal control. The City of Angleton shall recover from the owner the actual cost of disposing of said animal.</i>		
Food and Food Establishments		
Alcoholic Beverages License (annual)	NA	License Fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 61.36 (one-half of the state fee upon every person). Permit Fee - Permitting fee levied pursuant to V.T.C.A., Alcoholic Beverage Code § 11.38 (one-half of the state fee for each permit) in compliance with state law
Food Establishment Permit (annual)	NA	Sit down dining - based on number of employees (full & part-time) \$200.00 - 1 to 6 employees \$250.00 - 7 to 15 employees \$300.00 - 16 to 25 employees \$350.00 - 26 to 35 employees \$400.00 - 36 to 50 employees \$450.00 - 51 to 75 employees \$500.00 - 76 to 100 employees \$550.00 - 101 to 150 employees \$600.00 - > 150 employees
School Food Service Permit (annual)	NA	Based on number of employees (full & part-time) \$200.00 - 1 to 6 employees \$250.00 - 7 to 15 employees \$300.00 - 16 to 25 employees \$350.00 - 26 to 35 employees \$400.00 - 36 to 50 employees \$450.00 - 51 to 75 employees

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
		\$500.00 - 76 to 100 employees \$550.00 - 101 to 150 employees \$600.00 - > 150 employees
Day Care Facility Food Permit (annual)	NA	\$150.00 - 1 to 20 children \$175.00 - 21 to 30 children \$200.00 - 31 to 50 children \$225.00 - 51 to 75 children \$250.00 - 76 to 100 children \$275.00 - 101 to 150 children \$300.00 - 151 to 200 children \$325.00 - 201 to 250 children \$350.00 - > 250 children
Temporary Food Establishment Permit (single event up to 2 weeks) <i>An additional late fee of \$40.00 will be assessed if the permit is not received prior to the opening of the event</i>	NA	\$40.00 - Permit Fee
Mobile Food Unit Permit (annual)	NA	\$250.00 - Permit Fee
Additional Fees related to Food Permits	NA	\$50.00 - Late Fee \$75.00 - Reinstatement Fee of Suspended Permit \$150.00 - Re-inspection Fee
Miscellaneous		
Credit Access Business Registration (annual)	NA	\$50.00 - Registration Fee (annual)
Peddlers, Solicitors, and Transient Merchant License	NA	\$100.00 - License Fee \$15.00 - Fee for each additional person's photo identification
Carnival License	NA	\$500.00 - License Fee
Dance Hall Licenses (annual)	NA	\$75.00 - License Fee
Amusement Redemption Machine Game Rooms	NA	1/2 of the State Fee plus \$500.00 - Single machine and single person \$1,000.00 - 2 to 3 machines or players \$1,750.00 - 4 to 6 machines or players \$2,500.00 - 7 to 10 machines or players \$5,000.00 - 11 to 20 machines or players \$10,000.00 - 21 or more machines or players
Sexually Oriented Businesses (annual)	NA	\$1500.00 - Permitting or Licensing Fee (annual)
Issuance of Tax Certificate	NA	\$10.00
Administrative Fee (Lien Processing) Recording Fee (Lien Processing)	NA	\$40.00
Penalty for Delinquent Ad Valorem Taxes (based on amount of taxes to be paid)	NA	20% (based on amount of taxes to be paid)

Type of Application	Processing Fee	Specific Application Fee (in addition to Processing Fee)
Permit Issuance Fee (per car to be operated in the City for a 12-month period, ending December 31)	NA	\$50.00 - Vehicle Permit Issuance Fee \$10.00 - Driver Background Information Check Fee <i>Fee for Nonconsent Tow levied pursuant to V.T.C.A. Occupations Code Ch. 2308</i>

Parks and Recreation	
Mass Gathering	\$400.00 - Application Fee \$200.00 - Inspection Deposits: Clean-up and/or damage deposits Level I (\$100.00) - Events with up to 150 anticipated attendees where little activity is anticipated, and minimal setup is required Level II (\$250.00) - Events with up to 499 anticipated attendees where moderate activity is anticipated, and some setup is required Level III (\$500.00) - Events with up to 999 anticipated attendees where major activity is anticipated, and major setup is required Level IV (\$1,000.00) - Events with up to 3,000 anticipated attendees where maximum activity is anticipated, and maximum setup is required Level V (\$2,000.00) - Events with over 3,000 anticipated attendees where maximum activity is anticipated, and maximum setup is required
Alcohol Permit Fee	\$250 plus the cost associated with the officers for rental. Coordination of officer to be secured directly with Angleton Police Department). Fee is required for any rentals with alcohol at any Parks & Recreation facilities.

Recreation Center Fees		
Membership Options		
	Monthly	Annual
Individual Membership Individuals 12 years & Up	Resident - \$35.00 Non-Resident - \$50.00	Resident - \$350.00 Non-Resident - \$500.00
Family Membership – No max but must show proof of residency	Resident - \$50.00 Non-Resident - \$70.00	Resident - \$500.00 Non-Resident - \$700.00
Silver Sneaker, Silver & Fit, or Renew Active Membership (Eligible individuals)	Free Enrollment	Free Enrollment
Eligible Membership Discounts Seniors (60+), Active Military, First Responder, Angleton Employee Family, Angleton ISD, Brazoria County Employee	-\$10.00 (Deduction from the applicable fee)	-\$75.00 (Deduction from the applicable fee)
Single Use Day Pass	\$10.00 per person \$5.00 for member guest (member must be present with guest)	
Member Eligible Rental Discount	20%-member discount on rentals at the Angleton Recreation Center	

Please note that fees for miscellaneous merchandise will be based on Consumer Price Index (CPI) and prevailing market rates.

Party Rooms		
	Rate	Deposit
Entire Gymnasium	\$200.00/hour	\$300.00
Half Gym	\$100.00/hour	\$150.00
Gymnasium w/ Kitchen	Additional \$25.00/hour	\$50.00
Multipurpose Room 1 w/ Kitchen	\$100.00/hour	\$100.00
Multipurpose Room 2 w/o Kitchen	\$75.00/hour	\$100.00
Multipurpose Rooms 1&2, Kitchen included	\$175.00/hour	\$100
Outdoor Plaza	\$75.00/hour	\$100
Indoor Party Package 1-25 Guests	\$150.00	\$100.00
Indoor Party Package 26-50 Guests	\$200.00	\$100.00
Indoor Party Package 51-75 Guests	\$250.00	\$100.00
Outdoor Party Package 1-25 Guests	\$125.00	\$100.00

Outdoor Party Package 26-50 Guests	\$150.00	\$100.00
Outdoor Party Package 51-75 Guests	\$200.00	\$100.00
Private Pool Party Package 1-25 Guests	\$300.00	\$200.00
Private Pool Party Package 26-50 Guests	\$325.00	\$200.00
Private Pool Party Package 51-75 Guests	\$350.00	\$200
Private Pool Party Package 76-100 Guests, includes MP 1&2	\$400.00	\$200.00
Private Pool Party Package 101-150 Guests, includes MP 1&2	\$450.00	\$200.00
Indoor or Outdoor Party Package Additional Hour (max 1 hour)	\$50.00/hour	NA
Additional Guest(s) – Party packages	\$5.00 per guest (cannot exceed max room capacity)	NA
Set-up Fees (non-party packages) 25 guests	\$20.00	NA
Set-up Fees (non-party packages) 50 guests	\$40.00	NA
Set-up Fees (non-party packages) 75 guests	\$60.00	NA
Set-up Fees (non-party packages) 100 guests	\$80.00	NA
Set-up Fees (non-party packages) 150 guests	\$100.00	NA
Set-up Fees (non-party packages) 200 guests	\$150.00	NA
Indoor Pickleball Court Rental	\$25.00/hour	NA
After Hour Party Rental Fees	Hourly rental fee plus an additional \$50 per hour and parties must have approval by Parks & Recreation Management.	
Use of Public Parks User fees and obligations		
Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person Without Lights (per tournament, per day)	\$200.00 Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Tournament Play - Other Than a Tournament - by Sponsor, Organizer, or Person With Lights (per tournament, per day)	\$250.00 Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Deposit for Cleaning (per tournament)	\$100.00 Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Practice Games for Any Athletic Team Other Than League or Tournament Teams With Lights (per hour)	\$30.00/ hour Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Practice Games for Any Athletic Team Other Than League or Tournament Teams Without Lights (per hour)	\$25.00/ hour Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	

	due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Cleaning Fee (per hour)	<p>\$20.00 per hour</p> <p>Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.</p>	
Use of Public Parks Rental and deposit rates for pavilion and park rental facilities		
	Rate	Deposit
Two Hours (Resident)	<p>Small pavilion (less than 1000 square feet): \$30.00 Medium pavilion (1001 to 3000 square feet): \$60.00 Large pavilion (greater than 3000 square feet): \$150.00</p> <p>•Additional fees for staff and resources will be required for night usage. •Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.</p>	<p>\$50.00 small & medium pavilion \$100.00 large pavilion</p>
Two Hours (Non-Resident)	<p>Small pavilion (less than 1000 square feet): \$40.00 Medium pavilion (1001 to 3000 square feet): \$80.00 Large pavilion (greater than 3000 square feet): \$200.00</p> <p>•Additional fees for staff and resources will be required for night usage. •Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.</p>	<p>\$50.00 small & medium pavilion \$100.00 large pavilion</p>
Four Hours (Resident)	<p>Small pavilion (less than 1000 square feet): \$60.00 Medium pavilion (1001 to 3000 square feet): \$120.00 Large pavilion (greater than 3000 square feet): \$300.00</p> <p>•Additional fees for staff and resources will be required for night usage. •Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.</p>	<p>\$50.00 small & medium pavilion \$100.00 large pavilion</p>
Four Hours (Non-Resident)	<p>Small pavilion (less than 1000 square feet): \$80.00 Medium pavilion (1001 to 3000 square feet): \$160.00 Large pavilion (greater than 3000 square feet): \$400.00</p> <p>•Additional fees for staff and resources will be required for night usage. •Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.</p>	<p>\$50.00 small & medium pavilion \$100.00 large pavilion</p>
All Day (Resident)	<p>Small pavilion (less than 1000 square feet): \$120.00 Medium pavilion (1001 to 3000 square feet): \$240.00 Large pavilion (greater than 3000 square feet): \$600.00</p> <p>•Additional fees for staff and resources will be required for night usage. •Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.</p>	<p>\$50.00 small & medium pavilion \$100.00 large pavilion</p>

All Day (Non-Resident)	Small pavilion (less than 1000 square feet): \$160.00 Medium pavilion (1001 to 3000 square feet): \$320.00 Large pavilion (greater than 3000 square feet): \$400.00 •Additional fees for staff and resources will be required for night usage. •Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.	\$50.00 small & medium pavilion \$100.00 large pavilion
Entire Park Rental	\$500.00/hr minimum of two hours •Additional fees for staff and resources will be required for night usage. •Cleaning Fee: Any required cleaning by City employees outside of regularly scheduled custodial services, or as a result of the renter failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City.	20% of total rental cost
AISD & ACS Non-profit Rental	Fee: Deposit fee only associated with area in park being rented Applicant shall agree in writing to pay any costs of services exceeding the rental agreement that the City incurred as a result of the rental (e.g. additional services required or cleanup costs). After the rental, city departments will finalize the amount owed to the city covering labor, vehicle and equipment use, and any other costs incurred providing special event support. Notification of additional fees due to the city will be provided within 30 days of the post-rental. Post-rental fees are net thirty (30) from the date of the invoice. All questions about the invoice should be directed to the point of contact that is identified on the notification.	
Outdoor Pickleball Court Rental (Resident)	\$10.00/hour	NA
Outdoor Pickleball Court Rental (Non-Resident)	\$15.00/hour	NA
Lakeside Park Fees		
	Rental Rate	Deposit
Lakeside Park Overlook	\$125.00/hr 2 hours minimum	\$100 or 20% of total rental cost (whichever is greater)
Lakeside Park Stage	\$50.00/hr 2 hours minimum	\$100 or 20% of total rental cost (whichever is greater)
Lakeside Stage & Greenspace	\$100.00/hr 2 hours minimum	\$100 or 20% of total rental cost (whichever is greater)
Lakeside Pavilion & Greenspace	\$275.00/hr 2 hours minimum	\$100 or 20% of total rental cost (whichever is greater)
Lakeside Park Tables & Chairs Fee 25 guests	\$20.00	NA
Lakeside Park Tables & Chairs Fee 50 guests	\$40.00	NA
Lakeside Park Tables & Chairs Fee 75 guest	\$60.00	NA
Lakeside Park Tables & Chairs Fee 100 guests	\$80.00	NA
Lakeside Park Tables & Chairs Fee 150 guests	\$100.00	NA
Lakeside Park Tables & Chairs Fee 200 guests	\$150.00	NA

UTILITIES

\$536.70 - Water Capacity Acquisition Fee (per dwelling unit, as determined by the City Engineer, for any non-residential use)

Sanitary Sewer Capacity Acquisition Fee - Computed on a case-by-case basis, relative to the location of a subdivision or development to the wastewater treatment plant, affected lift station, and other affected waste water collection and conveyance improvements, and shall be based on the improvements required to provide an adequate level of service based on the proposed use, as determined by the City Engineer, in accordance with the standards. A capacity acquisition fee study must be performed. See "Capacity Acquisition Fee Study Fee" below

\$4,000.00 - Capacity Acquisition Fee Study Fee

Water and Sewer Capacity Acquisition Fees shall be determined by the City Engineer using the guidelines and standards set out in Chapter 23 - Land Development Code, Article III. - Public Improvement Responsibilities, Division 2. - Utility Responsibilities, Sec. 23-28 - Responsibilities of the subdivider or developer. and Sec. 23-32 - Rough proportionality of the Code of Ordinances of the City of Angleton

\$25.00 - Industrial wastewater surcharge for all other pollutants (per contaminant, per day)

Sanitary sewer system surcharge rates and administrative fees

\$300.00 - Permit preparation fee

\$35.00 - Industrial compliance inspections (per hour, min. of 20 hours)

\$0.42 - Biochemical Oxygen Demand (BOD) (per pound)

\$0.12 - Chemical Oxygen Demand (COD)

\$0.47 - Total Suspended Solids (TSS)

Water/sewer rates - Inside city service

Inside City Rates - Water	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge
			2K to 10K	10K to 25K	25K to 50K	over 50K	
Table I - Residential (<i>ind. meter</i>)	\$33.61	2,000 Gallons	\$12.33	\$12.90	\$13.47	\$14.48	N/A
Table II - Multifamily (<i>master meter</i>)	\$31.93	2,000 Gallons	\$12.33	\$12.90	\$13.47	\$14.48	N/A
Table III - Commercial (<i>ind. meter</i>)	\$38.65	2,000 Gallons	\$13.81	\$14.48	\$15.13	\$16.28	N/A
Table IV - Commercial (<i>master meter</i>)	\$31.93	2,000 Gallons	\$12.33	\$12.90	\$13.47	\$14.48	N/A

* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

Inside City Rates - Sewer	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage		Maximum Monthly Charge
Table I - Residential (<i>ind. meter</i>)	\$18.08	0 Gallons		\$3.97	\$69.69
Table II - Multifamily (<i>master meter</i>)	\$18.08	0 Gallons		\$3.97	N/A
Table III - Commercial (<i>ind. meter</i>)	\$18.08	0 Gallons		\$4.57	N/A
Table IV - Commercial (<i>master meter</i>)	\$18.08	0 Gallons		\$3.97	N/A

Table V - Sewer Only Customer
Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).

* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.

Water/sewer rates—Outside city service: Customers living outside of the City of Angleton shall be charged at a rate equal to 1.25 times the inside city rates. Inasmuch as the cost of providing utility service to customers living outside the city is higher and as the utility system is supported by tax dollars coming from the residents of the City of Angleton, this charge is necessary for the health, safety, and welfare of the residents of the City of Angleton and for the non-residents receiving utility services from the city.

Water/sewer rates - Outside city service

Outside City Rates - Water	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage Above Base Allotment				Maximum Monthly Charge
			2K to 10K	10K to 25K	25K to 50K	over 50K	
Table I - Residential (<i>ind. meter</i>)	\$42.01	2,000 Gallons	\$15.41	\$16.13	\$16.84	\$18.09	N/A
Table II - Multifamily (<i>master meter</i>)	\$39.92	2,000 Gallons	\$15.41	\$16.13	\$16.84	\$18.09	N/A
Table III - Commercial (<i>ind. meter</i>)	\$48.31	2,000 Gallons	\$17.26	\$18.09	\$18.91	\$20.35	N/A

Table IV - Commercial (<i>master meter</i>)	\$39.92	2,000 Gallons	\$15.41	\$16.13	\$16.84	\$18.09	N/A
Table V - Wholesale Water Rates	The rate for the purchase of "Wholesale Water" through a fire hydrant meter provided by the city of from other locations established and metered by the city shall be the same as Table III - Commercial (ind. meter) under the Outside City Rate Table.						
<i>* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.</i>							
Outside City Rates - Sewer	Base Monthly Rate* (per meter)	Base Allotment	Price per 1,000 Gallons Usage				Maximum Monthly Charge
Table I - Residential (<i>ind. meter</i>)	\$20.34	0 Gallons	\$4.97				\$84.95
Table II - Multifamily (<i>master meter</i>)	\$20.34	0 Gallons	\$4.97				N/A
Table III - Commercial (<i>ind. meter</i>)	\$20.34	0 Gallons	\$5.71				N/A
Table IV - Commercial (<i>master meter</i>)	\$20.34	0 Gallons	\$4.97				N/A
Table V - Sewer Only Customer	Same as appropriate table above based on metered well water usage. Residential customers with unmetered well to be charged monthly maximum (based on 13,000 gallons usage).						
<i>* Base monthly rate for utility accounts that are located in an active impact fee area shall be \$2.00 less than the amount stated.</i>							

Deposits							
Deposit for All New Water Customers	\$100.00						
Deposits/connect fee							
Connect Fee (<i>taken from Deposit for All New Water Customers</i>)	\$25.00						
Closing of account							
Refund of Remaining Deposit	\$75.00						
Penalties							
A fee to defray costs of collecting delinquent utility accounts receivable	<i>An additional fee imposed of 20 percent on all debts and accounts receivable, i.e., fines, fees, restitution, other debts, and costs, that are more than 120 days past due and have been referred to a private firm for collection, and that relate to delinquent utility accounts owed to the city.</i>						
Penalty on Any Unpaid or Past Due Account (<i>minimum</i>)	\$10.00						
Disconnect							
Disconnect/Reconnect Fee	\$30.00 - Disconnect \$25.00 - Reconnect						
Charges for water meter installations and sewer taps							
Water Meter Installations							
3/4" Meter Fee	\$500.00						
1" Meter Fee	\$575.00						
1 1/2" Meter Fee	\$1,000.00						
2" Meter Fee	\$1,200.00						
Sewer Taps							
4" Sewer Tap Fee	\$700.00						
6" Sewer Tap Fee	\$950.00						
Capital cost recover fees							
Inside Corporate City Limits							
3/4" Meter Pipe Size Fee	\$156.00						
1" Meter Pipe Size Fee	\$168.00						
1 1/2" Meter Pipe Size Fee	\$192.00						
2" Meter Pipe Size Fee	\$216.00						
Over 2" Meter Pipe Size Fee	<i>To be determined by city administrator.</i>						
Outside Corporate City Limits							
3/4" Meter Pipe Size Fee	\$312.00						
1" Meter Pipe Size Fee	\$336.00						
1.5" Meter Pipe Size Fee	\$384.00						

2" Meter Pipe Size Fee	\$432.00						
Over 2" Meter Pipe Size Fee	<i>To be determined by city administrator</i>						
Other Water and Sewer Capital Cost Recovery Fees							
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter (<i>inside the corporate city limits</i>)	\$156.00						
Fee for Each Unit Using the Meter Where Multiple Residential Units Use the Same Meter (<i>outside the corporate city limits</i>)	\$312.00						
Residential Sewer Capital Cost Recovery Fee (<i>inside the corporate city limits</i>)	\$312.00						
Residential Sewer Capital Cost Recovery Fee (<i>outside the corporate city limits</i>)	\$624.00						
Fee for Each Unit Using the Sewer Tap (<i>per unit</i>) After the First Unit Using the Sewer Tap	\$200.00						
Nonresidential sewer capital cost recovery fee, per restroom (<i>inside the corporate city limits</i>)	\$400.00						
Nonresidential sewer capital cost recovery fee, per restroom (<i>outside the corporate city limits</i>)	\$800.00						
Charges for misuse of utility service or meter							
First Offense	\$15.00						
Second Offense	\$30.00						
Third Offense	\$50.00						
Fourth Offense	<i>Legal Action</i>						
Deposits and fees							
Residential Deposit & Connection Fee (<i>for new customers</i>)	\$100.00						
Commercial Deposit (<i>or amount to cover one month's bill</i>)	\$100.00						
High Volume Account Deposit (<i>or amount to cover one month's bill</i>)	\$400.00						
Apartment Deposit (<i>per unit or amount to cover one month's bill</i>)	\$100.00						
Trailer Space Deposit (<i>per unit or amount to cover one month's bill</i>)	\$100.00						
Late Fee (<i>percentage of utility bills, which shall include water, sewer, and garbage or refuse collection</i>)	10% or \$10.00 (whichever is greater)						
Returned Check Fee	\$30.00						
Install Lock on Meter (<i>to terminate service</i>)	\$25.00						
Plug or Pull Meter (<i>to terminate service</i>)	\$75.00						
Accuracy Test (<i>if meter is correct</i>)	\$50.00						
Transfer of Service	\$25.00						
Two-Week Clean-Up (<i>plus usage</i>)	\$10.00						



AGENDA ITEM SUMMARY FORM

MEETING DATE: 11 MARCH 2025

PREPARED BY: Susie J Hernandez, Finance Director

AGENDA CONTENT: Discussion and possible action to approve Ordinance No. 20250311-016 amending the 2024-2025 fiscal year budget at year end by amending the General Fund, Street Fund, Community Events, Keep Angleton Beautiful Fund, Capital Expenditure Revenue Fund, and miscellaneous minor funds.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The following are the explanations to each fund:

The General Fund (01) had several increases and decreased to both Revenues and Expenses will make an adjustment of \$1,017,980.

The Street Fund (02) had several increases and decreases to both Revenues and Expenses will make an adjustment of \$86,250

The Community Event Fund (03) had several increases and decreases to both Revenues and Expenses will make an adjustment of \$17,950.

The KAB Fund (4) had several increases and decreases both Revenues and Expenses will make an adjustment of \$13,047.

The Capital Exp Rev Fund (5) had several increases and decreases both Revenues and Expenses will make an adjustment of \$97,275.

Amendments are required to keep our Department Budget in Balance and to make adjustments as we close our Fiscal year.

RECOMMENDATION:

Approve Ordinance No. 20250311-016 amending the 2024-2025 fiscal year budget.

ORDINANCE NO. 20250311-016

AN ORDINANCE AMENDING THE 2024-2025 FISCAL YEAR BUDGET BY AMENDING THE GENERAL FUND, THE STREET FUND, COMMUNITY FUND, KAB AND CAPITAL EXP. REVOLVING FUND DECLARING A PUBLIC NECESSITY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Angleton adopted the City Budget for fiscal year 2024-2025 at a regular meeting of the Council held in September of 2024; and

WHEREAS, the General Fund had increases and decreases both to Revenues and Expenses in the amount of \$1,017,980; and

WHEREAS, the Street Fund had increases and decreases to expense in the Fund that equal \$86,250; and

WHEREAS, the Community Events had increases and decreased to the Revenues and Expenses in the amount of \$17,950; and

WHEREAS, the KAB Fund had increased and decreased expenditures that equal \$13,047; and

WHEREAS, the Capital Exp Rev Fund had increased and decreases both to Revenues and Expenses that equal \$97,275; and

WHEREAS, there were numerous increases and decreases in miscellaneous minor funds from budgeted amounts, and there were new funds created after adoption of the budget.

WHEREAS, these amendments to the 2024-2025 City Budget for fiscal year 2024-2025 are for municipal purposes; and

WHEREAS, the City Council has determined that passage of this amendment is in the best interest of the City of Angleton and its residents and is a public necessity to properly reflect changes in expenditures in the budget which could not have been included in the budget through the use of reasonable diligent thought or attention:

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

SECTION 1. That the matter and facts recited in the preamble hereof are hereby found and determined to be true and correct and are made a part of this Ordinance for all purposes.

SECTION 2. That the following amendments to the City Budget for fiscal year 2024-2025 as set forth in the attached Exhibit A are hereby incorporated herein by reference and made a part of this Ordinance for all purposes and are hereby approved in their entirety. The details of the amendments are more particularly described in the agenda action form attached hereto as Exhibit B and incorporated herein by reference for all purposes.

SECTION 3. If any provision, section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion thereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion thereof, and all provisions of this ordinance are declared severable for that purpose.

SECTION 4. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that a quorum of the City Council was present.

SECTION 5. That the Finance Director shall file a true and correct copy of this ordinance with all attachments with the County Clerk of Brazoria County, Texas.

SECTION 6. This ordinance shall become effective March 11, 2025.

PASSED AND APPROVED THIS 11TH DAY OF MARCH, 2025.

CITY OF ANGLETON, TEXAS

John Wright, Mayor

ATTEST:

Michele Perez, TRMC, CMC
City Secretary

EXHIBIT A

CITY OF ANGLETON

DEPARTMENT MID-YEAR BUDGET REPORT
(AS OF FEBRUARY 28, 2025)

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND

41.67% OF YEAR COMPLETED

REVENUES	2024-2025					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>AD VALOREM TAXES</u>						
01-300-100 PROPERTY TAX - CURRENT	7,807,542.88	7,560,208.00	6,433,265.58	85.09	0.00	7,560,208.00
01-300-110 PROPERTY TAX - DELINQUENT	63,504.69	50,000.00	157,113.16	314.23	0.00	50,000.00
01-300-120 PROPERTY TAX - RENDITION	<u>1,934.05</u>	<u>0.00</u>	<u>6,690.75</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL AD VALOREM TAXES	7,872,981.62	7,610,208.00	6,597,069.49	86.69	0.00	7,610,208.00
<u>OTHER TAXES</u>						
01-300-200 FRANCHISE FEES	716,141.67	675,000.00	26,614.57	3.94	0.00	675,000.00
01-300-205 INDUSTRIAL AGREEMENT	<u>59,143.19</u>	<u>104,000.00</u>	<u>0.00</u>	<u>0.00</u>	(<u>36,000.00</u>)	<u>68,000.00</u>
TOTAL OTHER TAXES	775,284.86	779,000.00	26,614.57	3.42	(36,000.00)	743,000.00
<u>UTILITIES INCOME</u>						
01-300-306 SALES TAX	4,232,594.35	4,801,868.00	1,159,970.16	24.16	0.00	4,801,868.00
01-300-308 FEMA REIM-BERYL PAYROLL	128,373.37	0.00	0.00	0.00	0.00	0.00
01-300-350 Lease Revenue - CH Annex	<u>23,204.87</u>	<u>45,748.00</u>	<u>15,092.32</u>	<u>32.99</u>	<u>0.00</u>	<u>45,748.00</u>
TOTAL UTILITIES INCOME	4,384,172.59	4,847,616.00	1,175,062.48	24.24	0.00	4,847,616.00
<u>FINES & PENALTIES</u>						
01-300-400 PROPERTY TAX - PENALTIES	62,409.43	70,000.00	(49,043.20)	70.06-	0.00	70,000.00
01-300-405 COURT FINES	491,789.60	550,000.00	179,323.49	32.60	0.00	550,000.00
01-300-406 COURT COLLECTION AGENCY FEES	50,383.93	45,000.00	12,713.24	28.25	0.00	45,000.00
01-300-407 COURT WEB PAY USER FEE	3,389.81	10,000.00	960.00	9.60	0.00	10,000.00
01-300-408 LOCAL TRUANCY PREVENTION FUND	13,432.09	10,000.00	5,329.64	53.30	0.00	10,000.00
01-300-409 COURT JUDICIAL EFFICIENCY	271.37	500.00	40.10	8.02	0.00	500.00
01-300-410 LOCAL MUNI JURY FUND	<u>269.00</u>	<u>200.00</u>	<u>106.53</u>	<u>53.27</u>	<u>0.00</u>	<u>200.00</u>
TOTAL FINES & PENALTIES	621,945.23	685,700.00	149,429.80	21.79	0.00	685,700.00
<u>LICENSES & PERMITS</u>						
01-300-500 BUILDING PERMITS	529,554.48	500,000.00	158,666.20	31.73	0.00	500,000.00
01-300-500.COUNTY BUILDING PERMITS	0.00	0.00	0.00	0.00	0.00	0.00
01-300-500.CTY COURTHOUSE ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00
01-300-501 FOOD INSPECTIONS PERMITS	30,575.00	33,000.00	10,810.00	32.76	0.00	33,000.00
01-300-502 HEALTH-FOOD RE-INSPECTIONS	0.00	0.00	0.00	0.00	0.00	0.00
01-300-504 FOOD-SERVICE HANDLER TRAINING	82.00	0.00	444.00	0.00	0.00	0.00
01-300-505 DEV SRVC SPECIAL PERMIT FEES	30,692.49	60,000.00	25,200.00	42.00	0.00	60,000.00
01-300-509 FALSE ALARMS COLLECTION FEE	0.00	0.00	0.00	0.00	0.00	0.00
01-300-510 TRAILER PARK PERMIT FEES	6,499.00	6,500.00	0.00	0.00	0.00	6,500.00
01-300-511 BURGLAR ALARM PERMITS	7,683.50	7,500.00	1,050.00	14.00	0.00	7,500.00
01-300-512 ZONING/VARIANCE/PLATING FEES	27,047.02	0.00	4,381.14	0.00	0.00	0.00
01-300-513 PEDDLER PERMITS	395.00	0.00	0.00	0.00	0.00	0.00
01-300-515 ANIMAL CONTROL	7,740.00	15,000.00	1,860.00	12.40	0.00	15,000.00
01-300-517 ANIMAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
01-300-519 MIXED BEVERAGE TAX	54,973.96	67,000.00	13,287.79	19.83	0.00	67,000.00
01-300-520 ALCOHOL LICENSES	5,280.00	6,500.00	1,630.00	25.08	0.00	6,500.00
01-300-523 PEDDLER BADGES	360.00	0.00	15.00	0.00	0.00	0.00
01-300-526 BCCA	40.00	0.00	0.00	0.00	0.00	0.00
01-300-530 FM/PERMITS	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF ANGLETON
DEPARTMENT MID-YEAR BUDGET REPORT
AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND

41.67% OF YEAR COMPLETED

	2023-2024	CURRENT	Y-T-D	PERCENT		AMENDED
REVENUES	ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	BUDGET
01-300-535 8-LINER REVENUE	3,000.00	6,000.00	0.00	0.00	0.00	6,000.00
TOTAL LICENSES & PERMITS	703,922.45	701,500.00	217,344.13	30.98	0.00	701,500.00
GARBAGE						
01-300-600 SOLID WASTE INCOME	2,673,024.67	2,662,661.00	1,062,462.06	39.90	0.00	2,662,661.00
TOTAL GARBAGE	2,673,024.67	2,662,661.00	1,062,462.06	39.90	0.00	2,662,661.00
PARKS & RECREATION						
01-300-700 REGISTRATION FEES	0.00	0.00	0.00	0.00	0.00	0.00
01-300-710 BALLFIELD RENTAL FEES	6,825.00	1,068.00	1,460.00	136.70	0.00	1,068.00
01-300-712 Pavilion Rentals	0.00	6,690.00	0.00	0.00	0.00	6,690.00
01-300-715 Parks - Misc. Revenue	1,353.47	1,000.00	0.00	0.00	0.00	1,000.00
01-300-719 LEASE PURCHASE LOAN-REV CAP-TR	0.00	0.00	0.00	0.00	0.00	0.00
01-300-725 LEASE PURCHASE LOAN REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PARKS & RECREATION	8,178.47	8,758.00	1,460.00	16.67	0.00	8,758.00
MISCELLANEOUS						
01-300-800 INTEREST INCOME	58,706.09	30,000.00	4,735.81	15.79	0.00	30,000.00
01-300-815 SPECIAL ASSESSMENTS	5,664.40	0.00	1,688.48	0.00	0.00	0.00
01-300-820 CASH OVER/SHORT	184.00	0.00	(10.00)	0.00	0.00	0.00
01-300-830 CIVIL DEFENSE	0.00	0.00	0.00	0.00	0.00	0.00
01-300-850 STATE FUNDS FOR POL TRAINING	5,305.92	5,000.00	2,783.03	55.66	0.00	5,000.00
01-300-856 COVID-19 REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
01-300-857 INTERLOCAL AGREEMEN GCC	0.00	0.00	0.00	0.00	0.00	0.00
01-300-861 POLICE GUN DEDUCTION	24,070.57	45,000.00	7,808.25	17.35	0.00	45,000.00
01-300-863 PD Training Registration	225.00	0.00	150.00	0.00	0.00	0.00
01-300-864 ADMIN TIRZ REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
01-300-880 Insurance Reimbursement	33,238.81	0.00	0.00	0.00	0.00	0.00
01-300-890 SALE OF FIXED ASSETS	49,708.55	30,000.00	0.00	0.00	0.00	30,000.00
01-300-896 ANIMAL CONTROL LOCAL AGREEMEN	40,000.00	40,000.00	40,000.00	100.00	0.00	40,000.00
01-300-898 MIS.DOC REQUEST	0.00	0.00	0.00	0.00	0.00	0.00
01-300-899 MISCELLANEOUS	53,847.31	20,000.00	13,367.07	66.84	0.00	20,000.00
TOTAL MISCELLANEOUS	270,950.65	170,000.00	70,522.64	41.48	0.00	170,000.00
TRANSFERS						
01-300-901 TRANSFER FROM FUND BALANCE	0.00	1,544,445.00	0.00	0.00	(1,544,445.00)	0.00
01-300-902 TRANSFER FROM STREET FUND	0.00	0.00	0.00	0.00	97,275.00	97,275.00
01-300-903 TRANSFER FROM WATER FUND	1,392,298.00	0.00	0.00	0.00	0.00	0.00
01-300-908 TRANSFER FROM FUND 08	5,000.04	5,000.00	0.00	0.00	0.00	5,000.00
01-300-911 TRANSFER FROM COMMUNITY EVENTS	0.00	0.00	0.00	0.00	100,000.00	100,000.00
01-300-912 TRANSFER FROM FUND 12	2,025.00	2,025.00	0.00	0.00	0.00	2,025.00
01-300-913 TRANSFER FROM KAB	0.00	0.00	0.00	0.00	13,047.00	13,047.00
01-300-919 TRANF FROM CAPITAL REVOL	0.00	0.00	0.00	0.00	97,275.00	97,275.00
01-300-924 TRANS FROM HOTEL FOR ADMIN	14,583.31	0.00	0.00	0.00	0.00	0.00
01-300-925 TRANSFER FROM GULF COAST CTR	0.00	0.00	0.00	0.00	0.00	0.00
01-300-940 TRANSFER FROM ABLC	349,128.96	409,039.00	0.00	0.00	276,918.00	685,957.00
01-300-996 Transfer From Fund 96	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	1,763,035.31	1,960,509.00	0.00	0.00	(959,930.00)	1,000,579.00
TOTAL ?????	19,073,495.85	19,425,952.00	9,299,965.17	47.87	(995,930.00)	18,430,022.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 00-ADMINISTRATION

41.67% OF YEAR COMPLETED

	2023-2024	CURRENT	Y-T-D	PERCENT		AMENDED
EXPENDITURES	ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	BUDGET

PERSONNEL SERVICES

01-500-105 ADMIN - SALARIES	163,724.10	163,118.00	52,003.86	31.88	0.00	163,118.00
01-500-110 ADMIN - OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
01-500-115 ADMIN - LONGEVITY	180.00	300.00	0.00	0.00	0.00	300.00
01-500-125 ADMIN - AUTO ALLOWANCE	7,199.92	7,200.00	2,492.28	34.62	0.00	7,200.00
01-500-126 ADMIN - CERTIFICATION	0.00	0.00	0.00	0.00	0.00	0.00
01-500-128 ADMIN - SPECIAL JOB PAY	0.00	0.00	0.00	0.00	0.00	0.00
01-500-135 ADMIN - FICA	12,712.06	12,501.00	4,516.41	36.13	0.00	12,501.00
01-500-140 ADMIN - HEALTH INS	107.94	14,358.00	11.84	0.08	(14,358.00)	0.00
01-500-141 ADMIN - INS SUBSIDY	0.00	0.00	0.00	0.00	0.00	0.00
01-500-143 ADMIN - MERIT PAY	0.00	0.00	0.00	0.00	0.00	0.00
01-500-145 ADMIN - WORKERS COMP	0.00	176.00	0.00	0.00	0.00	176.00
01-500-150 ADMIN - UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00
01-500-155 ADMIN - RETIREMENT	19,231.51	19,545.00	6,771.71	34.65	0.00	19,545.00
01-500-165 ADMIN - MEDICAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
01-500-185 ADMIN - PAYROLL ACCRUAL	(3,547.83)	3,548.00	(891.86)	25.14	(3,548.00)	0.00
TOTAL PERSONNEL SERVICES	199,607.70	220,746.00	64,904.24	29.40	(17,906.00)	202,840.00

SUPPLIES

01-500-203 ADMIN - APPAREL	715.98	1,000.00	0.00	0.00	0.00	1,000.00
01-500-205 ADMIN - GENERAL SUPPLIES	6,532.32	7,100.00	2,674.93	37.68	0.00	7,100.00
01-500-210 ADMIN - OFFICE SUPPLIES	208.62	0.00	0.00	0.00	0.00	0.00
01-500-215 ADMIN - VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
01-500-216 FUEL CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES	7,456.92	8,100.00	2,674.93	33.02	0.00	8,100.00

REPAIR & MAINTENANCE

01-500-305 ADMIN - R&M VEHICLE	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00

SERVICES

01-500-405 ADMIN - PHONES	577.98	600.00	289.84	48.31	0.00	600.00
01-500-415 ADMIN - LEGAL/PROFESSIONAL	398,702.77	175,000.00	75,697.15	43.26	0.00	175,000.00
01-500-415.14 ANDERSON PLACE	0.00	0.00	0.00	0.00	0.00	0.00
01-500-416 ADMIN - MANUALS	0.00	0.00	0.00	0.00	0.00	0.00
01-500-417 ADMIN - CONSULT FEE (PLAN/REV)	0.00	40,000.00	0.00	0.00	0.00	40,000.00
01-500-417.01 KIBER TRACT	0.00	0.00	0.00	0.00	0.00	0.00
01-500-417.02 RANCHO ISABELLA MUD	0.00	0.00	0.00	0.00	0.00	0.00
01-500-417.03 ENGINEERING CR 220	0.00	0.00	0.00	0.00	0.00	0.00
01-500-417.04 GREATER HEIGHTS BAPT CHURCH	0.00	0.00	0.00	0.00	0.00	0.00
01-500-417.05 BATTERY PARK	0.00	0.00	0.00	0.00	0.00	0.00
01-500-418 ADMIN - INTERIM CITY SECRETARY	0.00	0.00	0.00	0.00	0.00	0.00
01-500-419 ADMIN - ATTORNEY FEES	215,983.15	200,000.00	51,230.62	25.62	0.00	200,000.00
01-500-419.01 BROWNSTONE APARTS PRO FEE	0.00	0.00	0.00	0.00	0.00	0.00
01-500-419.02 GREENTRAILS- PRO FEES	450.00	0.00	0.00	0.00	0.00	0.00
01-500-419.03 RIVERWOOD RANCH-PRO FES	3,396.00	0.00	540.00	0.00	0.00	0.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 00-ADMINISTRATION

41.67% OF YEAR COMPLETED

EXPENDITURES	2024-2025					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
01-500-419.04 WOODLANDS OF ANG- PRO FES	0.00	0.00	0.00	0.00	0.00	0.00
01-500-419.05 GREYSTONE DEV-PROF FEES	157.50	0.00	0.00	0.00	0.00	0.00
01-500-419.06 OPEN RECORDS-PROF FEES	53,486.32	0.00	20,424.22	0.00	0.00	0.00
01-500-419.07 GENERAL-PROF FEES	0.00	0.00	0.00	0.00	0.00	0.00
01-500-419.08 HENDERSON RD APTS	0.00	0.00	0.00	0.00	0.00	0.00
01-500-419.09 CHARTER REVIEW	0.00	0.00	0.00	0.00	0.00	0.00
01-500-419.10 WINDROSE GREEN SUB	4,657.50	0.00	526.50	0.00	0.00	0.00
01-500-419.11 ANGLETON SOUTH EST	0.00	0.00	0.00	0.00	0.00	0.00
01-500-419.13 KIBER RESERVE	675.00	0.00	0.00	0.00	0.00	0.00
01-500-419.14 HERITAGE OAKS, SEC 7	0.00	0.00	0.00	0.00	0.00	0.00
01-500-419.15 AISD TRANSPORTATION CENTER	0.00	0.00	0.00	0.00	0.00	0.00
01-500-419.16 UTMB SAME DAY CARE FACILITY	0.00	0.00	0.00	0.00	0.00	0.00
01-500-419.17 RIVERWOOD RANCH	14,163.00	0.00	180.00	0.00	0.00	0.00
01-500-419.18 HENDERSON RD CULVERTS	0.00	0.00	0.00	0.00	0.00	0.00
01-500-419.19 GIFFORD MEADOWS	0.00	0.00	0.00	0.00	0.00	0.00
01-500-419.20 TIGNER ANNEXATION	0.00	0.00	0.00	0.00	0.00	0.00
01-500-419.21 AUSTIN COLONY LEGAL FEES	2,626.50	0.00	3,375.00	0.00	0.00	0.00
01-500-419.22 HERITAGE OAKS	0.00	0.00	0.00	0.00	0.00	0.00
01-500-419.23 BAYOU BEND	0.00	0.00	0.00	0.00	0.00	0.00
01-500-419.24 ASHLAND	6,765.00	0.00	1,102.50	0.00	0.00	0.00
01-500-419.25 Stasny Ranch	14,698.27	0.00	(19,910.35)	0.00	0.00	0.00
01-500-420 ADMIN - DUES/SUBSCRIPTIONS	6,058.60	6,000.00	4,058.35	67.64	0.00	6,000.00
01-500-421 ADMIN-RENT	0.00	0.00	0.00	0.00	0.00	0.00
01-500-422 ADMIN - CTY CONNECT	0.00	0.00	0.00	0.00	0.00	0.00
01-500-425 ADMIN - TRAVEL/TRAINING	7,782.82	2,000.00	582.37	29.12	0.00	2,000.00
01-500-430 ADMIN - ELECTION EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
01-500-431 ADMIN - MOVING EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
01-500-432 ADMIN - ANNEXATION	0.00	0.00	0.00	0.00	0.00	0.00
01-500-445 ADMIN - SPECIAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
01-500-447 ADMIN - EMS CONTRIBUTION (GAS)	0.00	0.00	0.00	0.00	0.00	0.00
01-500-455 ADMIN - CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00	0.00
01-500-459 ADMIN - REGIONAL TRANSPORT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	730,180.41	423,600.00	138,096.20	32.60	0.00	423,600.00
MISCELLANEOUS						
01-500-503 ADMIN - SURETY/NOTARY FEE	350.00	0.00	350.00	0.00	0.00	0.00
01-500-509 ADMIN - AISD AGREEMENT	0.00	0.00	0.00	0.00	0.00	0.00
01-500-510 ADMIN - EMP APPRECIATION	1,293.88	0.00	0.00	0.00	0.00	0.00
01-500-511 ADMIN - TUITION REIMBURSE	0.00	0.00	0.00	0.00	0.00	0.00
01-500-513 ADMIN - PEDDLER PERMIT SUPPLY	0.00	0.00	0.00	0.00	0.00	0.00
01-500-520 ADMIN - CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
01-500-540 ADMIN - BOARDS/COMMISSIONS	0.00	0.00	0.00	0.00	0.00	0.00
01-500-555 ADMIN - BUSINESS EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
01-500-599 ADMIN - MISCELLANEOUS	456.00	3,000.00	0.00	0.00	0.00	3,000.00
TOTAL MISCELLANEOUS	2,099.88	3,000.00	350.00	11.67	0.00	3,000.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 00-ADMINISTRATION

41.67% OF YEAR COMPLETED

EXPENDITURES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>OTHER</u>						
01-500-701	TRANSFER TO FUND BALANCE	0.00	0.00	0.00	0.00	0.00
01-500-708	CITY'S MATCH TO WINTER STORM	0.00	0.00	0.00	0.00	0.00
01-500-711	TRANSFER TO COMMUNITY EVENTS	329,607.24	0.00	0.00	0.00	0.00
01-500-718	TRANSFER TO GENERATOR GRANT	0.00	0.00	0.00	0.00	0.00
01-500-741	TRANSFER TO FUND 41 UNEMPLOY	0.00	0.00	0.00	0.00	0.00
01-500-797	TRANSFER TO FUND 97	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER		329,607.24	0.00	0.00	0.00	0.00
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TOTAL 00-ADMINISTRATION		1,268,952.15	655,446.00	206,025.37	31.43 (17,906.00)	637,540.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND

01-COUNCIL

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)				
		2023-2024	CURRENT	Y-T-D	PERCENT	AMENDED
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE
						BUDGET
SUPPLIES						
01-501-203	COUNCIL - APPAREL	439.91	600.00	0.00	0.00	(300.00) 300.00
01-501-205	COUNCIL - GENERAL SUPPLIES	<u>7,477.40</u>	<u>9,000.00</u>	<u>1,496.34</u>	<u>16.63</u>	<u>0.00</u> 9,000.00
TOTAL SUPPLIES		7,917.31	9,600.00	1,496.34	15.59	(300.00) 9,300.00
SERVICES						
01-501-420	COUNCIL - DUES/SUBSCRIPTIONS	50.00	1,000.00	0.00	0.00	0.00 1,000.00
01-501-425	COUNCIL - TRAVEL/TRAINING	6,053.39	19,730.00	444.08	2.25	(12,000.00) 7,730.00
01-501-455	COUNCIL - OTHER SERVICES	1,560.00	1,600.00	105.00	6.56	0.00 1,600.00
01-501-460	COUNCIL - SERVICES	<u>7,800.00</u>	<u>7,800.00</u>	<u>3,250.00</u>	<u>41.67</u>	<u>0.00</u> 7,800.00
TOTAL SERVICES		15,463.39	30,130.00	3,799.08	12.61	(12,000.00) 18,130.00
MISCELLANEOUS						
01-501-599	COUNCIL - MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u> 0.00
TOTAL MISCELLANEOUS		0.00	0.00	0.00	0.00	0.00 0.00
TOTAL 01-COUNCIL		23,380.70	39,730.00	5,295.42	13.33	(12,300.00) 27,430.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 02-HR DEPARTMENT

41.67% OF YEAR COMPLETED

EXPENDITURES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>PERSONNEL SERVICES</u>						
01-502-105 HUM RES - SALARIES	172,067.90	171,338.00	54,848.63	32.01	0.00	171,338.00
01-502-110 HUM RES - OVERTIME	523.80	2,000.00	0.79	0.04	(1,800.00)	200.00
01-502-115 HUM RES - LONGEVITY	360.00	540.00	0.00	0.00	0.00	540.00
01-502-125 HR- AUTO ALLOWANCE	6,000.02	6,000.00	2,076.93	34.62	(3,923.08)	2,076.92
01-502-126 HUM RES - CERTIFICATION	792.04	900.00	311.58	34.62	(580.00)	320.00
01-502-128 HUM RES - SPECIAL JOB PAY	0.00	0.00	0.00	0.00	0.00	0.00
01-502-135 HUM RES - FICA	13,116.57	13,371.00	4,653.29	34.80	0.00	13,371.00
01-502-140 HUM RES - HEALTH INS	23,156.28	28,716.00	7,809.12	27.19	0.00	28,716.00
01-502-141 HUM RES - INS SUBSIDY	(35.16)	0.00	0.00	0.00	0.00	0.00
01-502-143 HR- PHONE ALLOWANCE	692.25	0.00	27.69	0.00	0.00	0.00
01-502-145 HUM RES - WORKERS COMP	759.14	309.00	0.00	0.00	0.00	309.00
01-502-150 HUM RES - UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00
01-502-155 HUM RES - RETIREMENT	20,894.63	20,904.00	7,199.75	34.44	0.00	20,904.00
01-502-165 HUM RES - MEDICAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
01-502-185 HUM RES - PAYROLL ACCRUAL	(4,248.41)	0.00	(930.26)	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	234,079.06	244,078.00	75,997.52	31.14	(6,303.08)	237,774.92
<u>SUPPLIES</u>						
01-502-203 HUM RES - APPAREL	225.98	250.00	137.15	54.86	0.00	250.00
01-502-205 HUM RES - GENERAL SUPPLIES	1,219.95	3,000.00	247.01	8.23	0.00	3,000.00
01-502-211 HUM RES - POSTAGE	98.66	150.00	0.00	0.00	0.00	150.00
TOTAL SUPPLIES	1,544.59	3,400.00	384.16	11.30	0.00	3,400.00
<u>REPAIR & MAINTENANCE</u>						
01-502-310 HUM RES-R&M SOFTWARE/EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
<u>SERVICES</u>						
01-502-405 HUM RES - PHONES	482.51	1,400.00	316.60	22.61	0.00	1,400.00
01-502-417 HUM RES PROFESSIONAL SERVICES	49,071.84	50,000.00	18,949.51	37.90	(11,300.00)	38,700.00
01-502-420 HUM RES - DUES/SUBSCRIPTIONS	1,304.00	1,400.00	100.00	7.14	0.00	1,400.00
01-502-425 HUM RES - TRAVEL/TRAINING	7,809.94	9,000.00	2,463.61	27.37	0.00	9,000.00
01-502-455 HUM RES - CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00	0.00
01-502-460 HUM RES - ANNUAL SOFTWARE FEE	52,873.80	15,000.00	2,583.18	17.22	0.00	15,000.00
TOTAL SERVICES	111,542.09	76,800.00	24,412.90	31.79	(11,300.00)	65,500.00
<u>MISCELLANEOUS</u>						
01-502-503 HUM RES - SURETY/NOTARY FEE	594.00	0.00	0.00	0.00	0.00	0.00
01-502-510 HUM RES - EMP APPRECIATION	23,763.68	24,000.00	662.63	2.76	(6,000.00)	18,000.00
TOTAL MISCELLANEOUS	24,357.68	24,000.00	662.63	2.76	(6,000.00)	18,000.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND

02-HR DEPARTMENT

41.67% OF YEAR COMPLETED

EXPENDITURES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>CAPITAL EXPENDITURES</u>						
01-502-626 HUM RES - SMALL EQUIPMENT CE	0.00	0.00	0.00	0.00	0.00	0.00
01-502-630 HUM RES - FURNITURE/FIXTURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
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TOTAL 02-HR DEPARTMENT	371,523.42	348,278.00	101,457.21	29.13 (23,603.08)	324,674.92

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 05-ATTORNEY

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)					
		2023-2024	CURRENT	Y-T-D	PERCENT		AMENDED
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	BUDGET
<u>PERSONNEL SERVICES</u>							
01-505-105	ATTORNEY - SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
01-505-115	ATTORNEY - LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
01-505-125	ATTORNEY - AUTO ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
01-505-135	ATTORNEY - FICA	0.00	0.00	0.00	0.00	0.00	0.00
01-505-140	ATTORNEY - HEALTH INS	0.00	0.00	0.00	0.00	0.00	0.00
01-505-145	ATTORNEY - WORKERS COMP	0.00	0.00	0.00	0.00	0.00	0.00
01-505-155	ATTORNEY - RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
01-505-185	ATTORNEY - PAYROLL ACCRUAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES		0.00	0.00	0.00	0.00	0.00	0.00
<u>SUPPLIES</u>							
01-505-205	ATTORNEY - GENERAL SUPPLIES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SUPPLIES		0.00	0.00	0.00	0.00	0.00	0.00
<u>SERVICES</u>							
01-505-415	ATTORNEY - LEGAL/PROFESSIONAL	0.00	0.00	0.00	0.00	0.00	0.00
01-505-416	ATTORNEY - MANUALS	0.00	0.00	0.00	0.00	0.00	0.00
01-505-417	ATTORNEY - INTERIM ATTORNEY	0.00	0.00	0.00	0.00	0.00	0.00
01-505-420	ATTORNEY - DUES/SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0.00
01-505-425	ATTORNEY - TRAVEL/TRAINING	<u>0.00</u>	<u>0.00</u>	<u>825.67</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SERVICES		0.00	0.00	825.67	0.00	0.00	0.00
<u>MISCELLANEOUS</u>							
01-505-510	ATTORNEY - EMP APPRECIATION	<u>0.00</u>	<u>0.00</u>	<u>130.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS		0.00	0.00	130.00	0.00	0.00	0.00
<u>OTHER</u>							
01-505-741	ATTORNEY - TRANSFER TO UNEMP	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 05-ATTORNEY		0.00	0.00	955.67	0.00	0.00	0.00

AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
06-MAINTENANCE DEPT.

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)					
		2023-2024	CURRENT	Y-T-D	PERCENT		AMENDED
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	BUDGET
<u>PERSONNEL SERVICES</u>							
01-506-105	MAINT - SALARIES	0.00	105,164.00	30,844.79	29.33	0.00	105,164.00
01-506-110	MAINT - OVERTIME	649.13	650.00	42.63	6.56	(450.00)	200.00
01-506-115	MAINT - LONGEVITY	0.00	420.00	0.00	0.00	0.00	420.00
01-506-126	MAINT - CERTIFICATION	0.00	0.00	0.00	0.00	0.00	0.00
01-506-128	MAINT - SPECIAL JOB PAY	0.00	0.00	0.00	0.00	0.00	0.00
01-506-135	MAINT - FICA	0.00	8,127.00	2,337.05	28.76	0.00	8,127.00
01-506-140	MAINT - HEALTH INS	0.00	14,500.00	3,074.61	21.20	0.00	14,500.00
01-506-141	MAINT - INS SUBSIDY	0.00	0.00	0.00	0.00	0.00	0.00
01-506-145	MAINT - WORKERS COMP	0.00	0.00	0.00	0.00	0.00	0.00
01-506-150	MAINT - UNEMPLOYMENT	0.00	4,250.00	0.00	0.00	0.00	4,250.00
01-506-155	MAINT - RETIREMENT	0.00	12,706.00	3,621.68	28.50	0.00	12,706.00
01-506-165	MAINT - MEDICAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
01-506-185	MAINT - PAYROLL ACCRUAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES		649.13	145,817.00	39,920.76	27.38	(450.00)	145,367.00
<u>SUPPLIES</u>							
01-506-203	Maint - Apparel	0.00	500.00	0.00	0.00	(250.00)	250.00
01-506-205	MAINT - GENERAL SUPPLIES	466.45	500.00	0.00	0.00	(250.00)	250.00
01-506-205.1	Maint - Gen Supplies - CHA	0.00	500.00	14.76	2.95	(450.00)	50.00
01-506-216	MAINT-FUEL	0.00	500.00	0.00	0.00	(500.00)	0.00
01-506-220	MAINT - EQUIPMENT SUPPLIES	<u>29.51</u>	<u>3,000.00</u>	<u>17.40</u>	<u>0.58</u>	<u>(2,500.00)</u>	<u>500.00</u>
TOTAL SUPPLIES		495.96	5,000.00	32.16	0.64	(3,950.00)	1,050.00
<u>REPAIR & MAINTENANCE</u>							
01-506-305	MAINT - R&M VEHICLES	8,494.68	4,000.00	166.02	4.15	(3,800.00)	200.00
01-506-320	MAINT - R&M BUILDING	43,851.46	45,000.00	3,570.65	7.93	(30,000.00)	15,000.00
01-506-320.1	Maint - R&M Building - CHA	4,218.60	45,000.00	4,595.55	10.21	(20,000.00)	25,000.00
01-506-325	MAINT - BUILDING RENO - CH	19,855.76	25,000.00	0.00	0.00	(20,000.00)	5,000.00
01-506-325.1	Maint - Building Reno - CHA	<u>75,048.40</u>	<u>35,000.00</u>	<u>17,945.89</u>	<u>51.27</u>	<u>0.00</u>	<u>35,000.00</u>
TOTAL REPAIR & MAINTENANCE		151,468.90	154,000.00	26,278.11	17.06	(73,800.00)	80,200.00
<u>SERVICES</u>							
01-506-405	MAINT - PHONES	473.02	1,050.00	160.84	15.32	0.00	1,050.00
01-506-410	MAINT - UTILITIES	0.00	35,000.00	8,435.67	24.10	0.00	35,000.00
01-506-410.1	Maint - Utilities - CHA	151.79	40,000.00	5,072.84	12.68	0.00	40,000.00
01-506-425	TRAVEL & TRAINING	1,693.97	5,000.00	1,752.96	35.06	(3,000.00)	2,000.00
01-506-455	MAINT - CONTRACT LABOR	10,088.39	42,000.00	7,464.22	17.77	(7,000.00)	35,000.00
01-506-455.1	Maint - Contract Labor - CHA	<u>12,544.67</u>	<u>5,000.00</u>	<u>5,637.92</u>	<u>112.76</u>	<u>0.00</u>	<u>5,000.00</u>
TOTAL SERVICES		24,951.84	128,050.00	28,524.45	22.28	(10,000.00)	118,050.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 06-MAINTENANCE DEPT.

41.67% OF YEAR COMPLETED

EXPENDITURES	2024-2025					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>MISCELLANEOUS</u>						
01-506-505 MAINT - INSURANCE	0.00	39,809.00	120,417.12	302.49	0.00	39,809.00
01-506-505.1 Maint - Insurance - CHA	2,708.00	79,375.00	0.00	0.00	(50,000.00)	29,375.00
01-506-506 MAINT - VEHICLE INSURANCE	0.00	481.00	0.00	0.00	0.00	481.00
01-506-508 MAINT - INSURANCE COMMISSION	0.00	0.00	0.00	0.00	0.00	0.00
01-506-510 MAINT - EMP APPRECIATION	0.00	250.00	75.00	30.00	(250.00)	0.00
01-506-514 Maint - Enterprise Veh Lease	0.00	0.00	0.00	0.00	0.00	0.00
01-506-535 MAINT - LEASE PAYMENTS	1,821.12	2,500.00	0.00	0.00	0.00	2,500.00
01-506-535.1 Maint - Lease Payment - CHA	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	4,529.12	122,415.00	120,492.12	98.43	(50,250.00)	72,165.00
<u>CAPITAL EXPENDITURES</u>						
01-506-607 Maint - Building	14,652.87	0.00	0.00	0.00	0.00	0.00
01-506-625 MAINT - EQUIPMENT CE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES	14,652.87	0.00	0.00	0.00	0.00	0.00
TOTAL 06-MAINTENANCE DEPT.	196,747.82	555,282.00	215,247.60	38.76	(138,450.00)	416,832.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 10-CITY SECRETARY

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)					
		2023-2024	CURRENT	Y-T-D	PERCENT		AMENDED
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	BUDGET
<u>PERSONNEL SERVICES</u>							
01-510-105	CITY SEC - SALARIES	161,424.56	172,896.00	55,078.97	31.86	0.00	172,896.00
01-510-110	CITY SEC - OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
01-510-115	CITY SEC - LONGEVITY	90.00	360.00	0.00	0.00	0.00	360.00
01-510-125	CITY SEC - AUTO ALLOWANCE	5,307.74	6,000.00	2,076.93	34.62 (	3,923.08)	2,076.92
01-510-126	CITY SEC - CERTIFICATION	1,015.33	1,200.00	415.35	34.61 (	784.30)	415.70
01-510-135	CITY SEC - FICA	12,106.04	13,346.00	4,611.50	34.55	0.00	13,346.00
01-510-140	CITY SEC - HEALTH INS	31,441.26	28,715.00	10,634.72	37.04	0.00	28,715.00
01-510-141	CITY SEC - INS SUBSIDY	(60.00)	0.00	0.00	0.00	0.00	0.00
01-510-143	CITY SEC - PHONE ALLOWANCE	1,190.70	0.00	55.38	0.00	0.00	0.00
01-510-145	CITY SEC - WORKERS COMP	759.14	264.00	0.00	0.00	0.00	264.00
01-510-150	CITY SEC - UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00
01-510-155	CITY SEC - RETIREMENT	18,758.85	20,865.00	7,278.39	34.88	0.00	20,865.00
01-510-165	CITY SEC - MEDICAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
01-510-185	CITY SEC - PAYROLL ACCRUAL	(2,949.32)	0.00	(937.11)	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES		229,084.30	243,646.00	79,214.13	32.51 (	4,707.38)	238,938.62
<u>SUPPLIES</u>							
01-510-203	CITY SEC- APPAREL	178.19	200.00	0.00	0.00 (	200.00)	0.00
01-510-205	CITY SEC - GENERAL SUPPLIES	7,502.97	4,500.00	570.08	12.67	0.00	4,500.00
TOTAL SUPPLIES		7,681.16	4,700.00	570.08	12.13 (	200.00)	4,500.00
<u>REPAIR & MAINTENANCE</u>							
01-510-310	CITY SEC - R&M EQUIPMENT	69,599.91	2,000.00	0.00	0.00	0.00	2,000.00
TOTAL REPAIR & MAINTENANCE		69,599.91	2,000.00	0.00	0.00	0.00	2,000.00
<u>SERVICES</u>							
01-510-405	CITY SEC - PHONES	0.00	1,500.00	571.50	38.10	0.00	1,500.00
01-510-415	CITY SEC - LEGAL/PROFESSIONAL	23,873.21	1,500.00	0.00	0.00	0.00	1,500.00
01-510-416	CITY SEC - MANUALS	9,687.60	19,200.00	0.00	0.00 (	7,200.00)	12,000.00
01-510-420	CITY SEC - DUES/SUBSCRIPTIONS	255.00	525.00	140.00	26.67	650.00	1,175.00
01-510-425	CITY SEC - TRAVEL/TRAINING	9,097.52	14,832.00	3,978.33	26.82 (	5,832.00)	9,000.00
01-510-430	CITY SEC - ELECTION EXPENSE	16,077.90	17,968.00	0.00	0.00 (	2,968.00)	15,000.00
01-510-455	CITY SEC - CONTRACT LABOR	22,427.00	23,400.00	1,476.00	6.31 (	16,900.00)	6,500.00
01-510-460	CITY SEC - ANNUAL SOFTWARE FEE	0.00	69,319.00	52,714.84	76.05	0.00	69,319.00
TOTAL SERVICES		81,418.23	148,244.00	58,880.67	39.72 (	32,250.00)	115,994.00
<u>MISCELLANEOUS</u>							
01-510-503	CITY SEC - SURETY/NOTARY FEE	0.00	300.00	0.00	0.00	0.00	300.00
01-510-506	CITY SEC - BOARDS/COMMISSIONS	0.00	1,500.00	0.00	0.00 (	1,000.00)	500.00
01-510-525	CITY SEC - BCCA DINNER	0.00	7,500.00	0.00	0.00	0.00	7,500.00
01-510-535	CITY SEC - LEASE PAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS		0.00	9,300.00	0.00	0.00 (1,000.00)	8,300.00

CITY OF ANGLETON
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Item 16.

01 -GENERAL FUND
 10-CITY SECRETARY

41.67% OF YEAR COMPLETED

EXPENDITURES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>CAPITAL EXPENDITURES</u>						
01-510-625 CITY SEC - EQUIPMENT CE	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
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TOTAL 10-CITY SECRETARY	387,783.60	407,890.00	138,664.88	34.00 (38,157.38)	369,732.62

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
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Item 16.

01 -GENERAL FUND

12-TAX

41.67% OF YEAR COMPLETED

EXPENDITURES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>SERVICES</u>						
01-512-445 TAX - SPECIAL SERVICES	56,979.62	60,829.00	31,391.00	51.61	0.00	60,829.00
01-512-450 TAX - DATA PROCESSING	<u>2,967.86</u>	<u>3,000.00</u>	<u>3,294.36</u>	<u>109.81</u>	<u>0.00</u>	<u>3,000.00</u>
TOTAL SERVICES	59,947.48	63,829.00	34,685.36	54.34	0.00	63,829.00
<u>MISCELLANEOUS</u>						
01-512-500 APPRAISAL COMMISSION RENDITION	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 12-TAX	59,947.48	63,829.00	34,685.36	54.34	0.00	63,829.00

AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND

13-EMC

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)					
		2023-2024	CURRENT	Y-T-D	PERCENT		AMENDED
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	BUDGET
<u>PERSONNEL SERVICES</u>							
01-513-105	EMC- SALARIES	171,973.18	75,480.00	27,920.87	36.99	0.00	75,480.00
01-513-110	EMC - OVERTIME	1,375.54	0.00	125.93	0.00	0.00	0.00
01-513-115	EMC - LONGEVITY	0.00	120.00	0.00	0.00	(120.00)	0.00
01-513-126	EMC - CERTIFICATION	0.00	0.00	0.00	0.00	0.00	0.00
01-513-128	EMC- SPECIAL JOB PAY	0.00	0.00	0.00	0.00	0.00	0.00
01-513-135	EMC - FICA	12,917.21	5,783.00	2,511.79	43.43	0.00	5,783.00
01-513-140	EMC - HEALTH INS	19,248.04	18,193.00	4,738.75	26.05	0.00	18,193.00
01-513-141	EMC - INS SUBSIDY	(2.32)	0.00	22.94	0.00	0.00	0.00
01-513-145	EMC - WORKERS COMP	1,067.00	117.00	0.00	0.00	0.00	117.00
01-513-150	EMC - UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00
01-513-155	EMC - RETIREMENT	20,440.58	9,042.00	3,989.49	44.12	0.00	9,042.00
01-513-165	EMC - MEDICAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
01-513-185	EMC - PAYROLL ACCRUAL	(3,045.58)	0.00	(990.28)	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES		223,973.65	108,735.00	38,319.49	35.24	(120.00)	108,615.00
<u>SUPPLIES</u>							
01-513-203	EMC - Apparel	1,476.18	250.00	0.00	0.00	(250.00)	0.00
01-513-205	EMC - GENERAL SUPPLIES	490.94	500.00	0.00	0.00	(500.00)	0.00
01-513-211	EMC - POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00
01-513-216	EM - Fuel Expense	1,071.02	750.00	102.36	13.65	0.00	750.00
01-513-220	BUDGET - EQUIPMENT SUPPLIES	2,213.76	250.00	69.74	27.90	(130.00)	120.00
TOTAL SUPPLIES		5,251.90	1,750.00	172.10	9.83	(880.00)	870.00
<u>REPAIR & MAINTENANCE</u>							
01-513-305	EMC - R&M Vehicles	2,618.19	200.00	40.00	20.00	0.00	200.00
TOTAL REPAIR & MAINTENANCE		2,618.19	200.00	40.00	20.00	0.00	200.00
<u>SERVICES</u>							
01-513-405	EMC - PHONES	884.34	500.00	321.68	64.34	0.00	500.00
01-513-420	EMC - DUES/SUBSCRIPTIONS	468.99	500.00	150.00	30.00	(350.00)	150.00
01-513-425	EMC - TRAVEL/TRAINING	5,000.00	2,500.00	245.00	9.80	(500.00)	2,000.00
TOTAL SERVICES		6,353.33	3,500.00	716.68	20.48	(850.00)	2,650.00
<u>MISCELLANEOUS</u>							
01-513-503	EMC- SURETY/NOTARY FEE	0.00	0.00	0.00	0.00	0.00	0.00
01-513-506	EMERG MGT VEHICLE INSURANCE	723.00	1,254.00	0.00	0.00	0.00	1,254.00
01-513-514	EMC - Enterprise Veh Lease	0.00	8,722.00	3,631.15	41.63	0.00	8,722.00
01-513-520	EMC - Contingency	0.00	0.00	0.00	0.00	0.00	0.00
01-513-550	EMS-EMERGENCY MANAGEMENT	69,013.36	25,000.00	768.86	3.08	(15,000.00)	10,000.00
TOTAL MISCELLANEOUS		69,736.36	34,976.00	4,400.01	12.58	(15,000.00)	19,976.00
TOTAL 13-EMC		307,933.43	149,161.00	43,648.28	29.26	(16,850.00)	132,311.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
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Item 16.

01 -GENERAL FUND

15-FINANCE

41.67% OF YEAR COMPLETED

EXPENDITURES	2024-2025					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>PERSONNEL SERVICES</u>						
01-515-105 FINANCE - SALARIES	291,789.09	277,588.00	65,874.00	23.73	0.00	277,588.00
01-515-106 FINANCE PART TIME	0.00	0.00	21,571.53	0.00	0.00	0.00
01-515-110 FINANCE - OVERTIME	1,568.96	1,942.00	1,658.90	85.42	0.00	1,942.00
01-515-115 FINANCE - LONGEVITY	480.00	600.00	0.00	0.00	0.00	600.00
01-515-125 FINANCE - AUTO ALLOWANCE	6,000.02	6,000.00	461.54	7.69	(3,923.08)	2,076.92
01-515-126 FINANCE - CERTIFICATION	340.92	0.00	0.00	0.00	0.00	0.00
01-515-128 FINANCE - SPECIAL JOB PAY	0.00	0.00	0.00	0.00	0.00	0.00
01-515-135 FINANCE - FICA	21,713.56	21,430.00	5,256.71	24.53	0.00	21,430.00
01-515-140 FINANCE - HEALTH INS	51,780.90	57,431.00	12,155.80	21.17	0.00	57,431.00
01-515-141 FINANCE - INS SUBSIDY	0.00	6,384.00	(1,957.71)	30.67-	(6,384.00)	0.00
01-515-143 FINANCE- PHONE ALLOWANCE	692.25	0.00	27.69	0.00	0.00	0.00
01-515-145 FINANCE - WORKERS COMP	759.14	476.00	0.00	0.00	0.00	476.00
01-515-150 FINANCE - UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00
01-515-155 FINANCE - RETIREMENT	34,603.42	33,504.00	7,364.94	21.98	0.00	33,504.00
01-515-165 FINANCE - MEDICAL EXPENSE	0.00	0.00	80.00	0.00	0.00	0.00
01-515-185 FINANCE - PAYROLL ACCRUAL	(7,193.52)	0.00	(1,509.83)	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	402,534.74	405,355.00	110,983.57	27.38	(10,307.08)	395,047.92
<u>SUPPLIES</u>						
01-515-203 FINANCE - APPAREL	458.80	250.00	0.00	0.00	0.00	250.00
01-515-205 FINANCE - GENERAL SUPPLIES	4,429.96	2,000.00	1,126.56	56.33	0.00	2,000.00
01-515-211 FINANCE - POSTAGE	1,102.51	1,000.00	15.00	1.50	0.00	1,000.00
01-515-222 PUBLICATIONS	407.05	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL SUPPLIES	6,398.32	4,750.00	1,141.56	24.03	0.00	4,750.00
<u>REPAIR & MAINTENANCE</u>						
01-515-310 FINANCE - R&M EQUIPMENT	150.00	300.00	0.00	0.00	0.00	300.00
TOTAL REPAIR & MAINTENANCE	150.00	300.00	0.00	0.00	0.00	300.00
<u>SERVICES</u>						
01-515-405 FINANCE - PHONES	0.00	750.00	505.75	67.43	0.00	750.00
01-515-410 UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00
01-515-415 FINANCE - LEGAL/PROFESSIONAL	144,111.11	80,730.00	5,408.00	6.70	0.00	80,730.00
01-515-420 FINANCE - DUES/SUBSCRIPTIONS	3,274.00	1,000.00	415.00	41.50	0.00	1,000.00
01-515-425 FINANCE - TRAVEL/TRAINING	11,837.01	5,000.00	1,119.09	22.38	(1,500.00)	3,500.00
01-515-455 FINANCE - CONTRACT LABOR	5,354.00	0.00	20,231.25	0.00	0.00	0.00
01-515-460 FINANCE-ANNUAL SOFTWARE	49,934.73	44,621.00	4,949.11	11.09	0.00	44,621.00
01-515-476 FINANCE - CREDIT CARD FEES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES	214,510.85	132,101.00	32,628.20	24.70	(1,500.00)	130,601.00

CITY OF ANGLETON
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01 -GENERAL FUND

15-FINANCE

41.67% OF YEAR COMPLETED

EXPENDITURES	2024-2025					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>MISCELLANEOUS</u>						
01-515-503 FINANCE - SURETY/NOTARY FEE	0.00	0.00	0.00	0.00	0.00	0.00
01-515-510 FINANCE - EMP APPRECIATION	<u>391.45</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	391.45	0.00	0.00	0.00	0.00	0.00
<u>CAPITAL EXPENDITURES</u>						
01-515-625 FINANCE - EQUIPMENT CE	<u>3,574.74</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES	3,574.74	0.00	0.00	0.00	0.00	0.00
TOTAL 15-FINANCE	627,560.10	542,506.00	144,753.33	26.68 (	11,807.08)	530,698.92

AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND

20-COURTS

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)					
		2023-2024	CURRENT	Y-T-D	PERCENT		AMENDED
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	BUDGET
<u>PERSONNEL SERVICES</u>							
01-520-105	COURT - SALARIES	193,472.68	220,530.00	57,947.49	26.28	(49,603.00)	170,927.00
01-520-106	Court - Part Time Salaries	52,733.35	15,676.00	14,233.96	90.80	0.00	15,676.00
01-520-110	COURT - OVERTIME	2,573.56	0.00	854.90	0.00	0.00	0.00
01-520-115	COURT - LONGEVITY	270.00	1,320.00	0.00	0.00	0.00	1,320.00
01-520-125	COURT - AUTO ALLOWANCE	692.28	0.00	0.00	0.00	0.00	0.00
01-520-126	COURT - CERTIFICATION	930.64	600.00	276.93	46.16	0.00	600.00
01-520-128	COURT - SPECIAL JOB PAY	0.00	0.00	0.00	0.00	0.00	0.00
01-520-135	COURT - FICA	17,792.48	17,017.00	5,360.48	31.50	0.00	17,017.00
01-520-140	COURT - HEALTH INS	38,787.45	57,431.00	11,581.61	20.17	0.00	57,431.00
01-520-141	COURT - INS SUBSIDY	(3,906.80)	0.00	(51.65)	0.00	0.00	0.00
01-520-143	COURT- PHONE ALLOWANCE	83.04	0.00	0.00	0.00	0.00	0.00
01-520-145	COURT - WORKERS COMP	759.16	1,528.00	0.00	0.00	0.00	1,528.00
01-520-155	COURT - RETIREMENT	26,590.40	26,605.00	8,507.63	31.98	0.00	26,605.00
01-520-165	COURT - MEDICAL EXPENSE	35.00	0.00	80.00	0.00	0.00	0.00
01-520-185	COURT - PAYROLL ACCRUAL	(6,890.67)	0.00	(1,044.19)	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES		323,922.57	340,707.00	97,747.16	28.69	(49,603.00)	291,104.00
<u>SUPPLIES</u>							
01-520-205	COURT - GENERAL SUPPLIES	5,384.85	8,400.00	2,508.14	29.86	(2,000.00)	6,400.00
01-520-211	COURT - POSTAGE	1,908.64	3,000.00	0.00	0.00	0.00	3,000.00
01-520-225	COURT - OMNIBASE SERVICE	560.34	6,500.00	3,464.04	53.29	0.00	6,500.00
01-520-226	COURT - SETCIC	3,285.60	4,888.00	3,105.40	63.53	0.00	4,888.00
TOTAL SUPPLIES		11,139.43	22,788.00	9,077.58	39.83	(2,000.00)	20,788.00
<u>REPAIR & MAINTENANCE</u>							
01-520-310	COURT - R&M EQUIPMENT	490.29	3,500.00	0.00	0.00	0.00	3,500.00
TOTAL REPAIR & MAINTENANCE		490.29	3,500.00	0.00	0.00	0.00	3,500.00
<u>SERVICES</u>							
01-520-405	COURT - PHONES	779.82	1,560.00	160.00	10.26	0.00	1,560.00
01-520-415	COURT - LEGAL/PROFESSIONAL	267.83	0.00	0.00	0.00	0.00	0.00
01-520-420	COURT - DUES/SUBSCRIPTIONS	526.94	2,610.00	165.00	6.32	0.00	2,610.00
01-520-425	COURT - TRAVEL/TRAINING	2,241.53	9,150.00	627.17	6.85	(4,000.00)	5,150.00
01-520-426	COURT - COLLECTION AGENCY FEE	49,892.48	75,000.00	15,275.00	20.37	0.00	75,000.00
01-520-455	COURT - CONTRACT LABOR	11,650.00	11,700.00	11,650.00	99.57	0.00	11,700.00
01-520-456	COURT - PROSECUTOR	70,295.68	71,159.00	29,649.70	41.67	0.00	71,159.00
01-520-460	Court - Annual Software Fees	22,589.43	0.00	0.00	0.00	0.00	0.00
01-520-476	COURT - CREDIT CARD FEES	8,674.03	9,600.00	1,479.72	15.41	0.00	9,600.00
01-520-477	COURT- INTERNET CC FEES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES		166,917.74	180,779.00	59,006.59	32.64	(4,000.00)	176,779.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 20-COURTS

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)				
EXPENDITURES	2023-2024	CURRENT	Y-T-D	PERCENT	CHANGE	AMENDED
	ACTUAL	BUDGET	BALANCE	BUDGET		BUDGET
<u>MISCELLANEOUS</u>						
01-520-503	COURT - SURETY/NOTARY FEE	0.00	600.00	92.50	15.42	600.00
01-520-509	COURT - RESTITUTION	0.00	0.00	0.00	0.00	0.00
01-520-510	COURT - EMP APPRECIATION	292.72	420.00	408.45	97.25	420.00
01-520-535	COURT - LEASE PAYMENTS	<u>2,587.15</u>	<u>4,560.00</u>	<u>871.75</u>	<u>19.12</u>	<u>4,560.00</u>
	TOTAL MISCELLANEOUS	2,879.87	5,580.00	1,372.70	24.60	5,580.00
<u>CAPITAL EXPENDITURES</u>						
01-520-625	COURT - EQUIPMENT CE	125.00	0.00	0.00	0.00	0.00
01-520-630	COURT - FURNITURE/FIXTURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CAPITAL EXPENDITURES	125.00	0.00	0.00	0.00	0.00
<u>OTHER</u>						
01-520-741	COURT UNEMPLOYMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL OTHER	0.00	0.00	0.00	0.00	0.00
<u>TRANSFERS</u>						
01-520-907	TRANSF TO FUND 07 MC TECH	0.00	0.00	0.00	0.00	0.00
01-520-913	TRANS TO KAB FOR HI GRASS FINE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL 20-COURTS	505,474.90	553,354.00	167,204.03	30.22	(55,603.00)	497,751.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 25-POLICE DEPARTMENT

41.67% OF YEAR COMPLETED

EXPENDITURES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
PERSONNEL SERVICES						
01-525-105 POLICE - SALARIES	3,314,056.24	3,230,132.00	1,081,423.31	33.48	0.00	3,230,132.00
01-525-106 POLICE - PT SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
01-525-109 POLICE - STIPEND	0.00	0.00	0.00	0.00	0.00	0.00
01-525-110 POLICE - OVERTIME	150,553.25	160,000.00	52,439.92	32.77	0.00	160,000.00
01-525-112 POLICE - OVERTIME DISP	72,664.54	75,000.00	25,037.66	33.38	0.00	75,000.00
01-525-115 POLICE - LONGEVITY	13,860.00	16,380.00	0.00	0.00	0.00	16,380.00
01-525-125 POLICE - AUTO ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
01-525-126 POLICE - CERTIFICATION	98,949.11	78,014.00	32,894.45	42.16	0.00	78,014.00
01-525-127 POLICE - K9 SUPPLEMENT	0.00	0.00	0.00	0.00	0.00	0.00
01-525-128 POLICE - SPECIAL JOB PAY	0.00	0.00	0.00	0.00	0.00	0.00
01-525-130 POLICE - UNIFORM ALLOWANCE	1,200.00	44,400.00	(900.00)	2.03-	0.00	44,400.00
01-525-135 POLICE - FICA	266,203.58	272,304.00	95,879.09	35.21	0.00	272,304.00
01-525-140 POLICE - HEALTH INS	518,574.91	647,248.00	185,485.79	28.66	0.00	647,248.00
01-525-141 POLICE - INS SUBSIDY	22,149.12	121,305.00	(3,873.47)	3.19-	0.00	121,305.00
01-525-143 POLICE- PHONE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
01-525-145 POLICE - WORKERS COMP	61,126.10	47,010.00	0.00	0.00	0.00	47,010.00
01-525-150 POLICE - UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00
01-525-155 POLICE - RETIREMENT	425,238.70	425,719.00	153,112.26	35.97	0.00	425,719.00
01-525-165 POLICE - MEDICAL EXPENSE	1,250.00	0.00	365.00	0.00	0.00	0.00
01-525-185 POLICE - PAYROLL ACCRUAL	(68,546.90)	0.00	(18,460.93)	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	4,877,278.65	5,117,512.00	1,603,403.08	31.33	0.00	5,117,512.00
SUPPLIES						
01-525-203 POLICE - APPAREL	59,666.73	40,400.00	11,686.23	28.93	0.00	40,400.00
01-525-205 POLICE - GENERAL SUPPLIES	14,743.13	15,000.00	3,656.53	24.38	0.00	15,000.00
01-525-210 POLICE - OFFICE SUPPLIES	12,825.60	16,500.00	2,995.60	18.16	0.00	16,500.00
01-525-211 POLICE - POSTAGE	548.83	2,500.00	260.96	10.44	0.00	2,500.00
01-525-215 POLICE - VEHICLE SUPPLIES	11,774.53	10,500.00	1,723.91	16.42	0.00	10,500.00
01-525-216 POLICE - FUEL EXPENSE	131,965.65	112,000.00	50,466.73	45.06	0.00	112,000.00
01-525-220 POLICE - EQUIPMENT SUPPLIES	9,819.85	16,590.00	375.89	2.27	0.00	16,590.00
01-525-221 POLICE - SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
01-525-226 POLICE-FIRE ARMS	8,774.70	13,125.00	1,260.00	9.60	0.00	13,125.00
TOTAL SUPPLIES	250,119.02	226,615.00	72,425.85	31.96	0.00	226,615.00
REPAIR & MAINTENANCE						
01-525-305 POLICE - R&M VEHICLES	80,787.40	65,100.00	46,783.57	71.86	0.00	65,100.00
01-525-310 POLICE - R&M EQUIPMENT	712.96	8,817.00	0.00	0.00	0.00	8,817.00
01-525-320 POLICE - R&M BUILDING	38,596.00	40,000.00	15,518.79	38.80	0.00	40,000.00
TOTAL REPAIR & MAINTENANCE	120,096.36	113,917.00	62,302.36	54.69	0.00	113,917.00

AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
25-POLICE DEPARTMENT

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)					
		2023-2024	CURRENT	Y-T-D	PERCENT		AMENDED
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	BUDGET
<u>SERVICES</u>							
01-525-405	POLICE - PHONES	40,353.91	38,000.00	12,955.58	34.09	0.00	38,000.00
01-525-406	POLICE - MOBILE DATA MODEM	0.00	0.00	0.00	0.00	0.00	0.00
01-525-410	POLICE - UTILITIES	24,216.86	40,425.00	7,319.64	18.11	0.00	40,425.00
01-525-415	POLICE - LEGAL/PROFESSIONAL	0.00	0.00	1,420.50	0.00	0.00	0.00
01-525-420	POLICE - DUES/SUBSCRIPTIONS	3,197.80	4,700.00	1,563.80	33.27	0.00	4,700.00
01-525-425	POLICE - TRAVEL/TRAINING	44,294.73	61,588.00	7,050.05	11.45	0.00	61,588.00
01-525-426	POLICE - MOVING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
01-525-455	POLICE-CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00	0.00
01-525-456	POLICE - CHILDREN ALLIANCE	5,390.00	7,000.00	3,911.00	55.87	0.00	7,000.00
01-525-460	POLICE - OTHER SERVICES	6,715.46	10,080.00	158.58	1.57	0.00	10,080.00
01-525-476	POLICE - CREDIT CARD FEES	<u>1,791.14</u>	<u>0.00</u>	<u>295.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SERVICES		125,959.90	161,793.00	34,674.65	21.43	0.00	161,793.00
<u>MISCELLANEOUS</u>							
01-525-503	POLICE - SURETY/NOTARY FEE	392.06	2,000.00	142.00	7.10	0.00	2,000.00
01-525-504	POLICE - DRUG DOG INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
01-525-505	POLICE - INSURANCE	33,563.44	32,681.00	0.00	0.00	0.00	32,681.00
01-525-506	POLICE - VEHICLE INSURANCE	0.00	34,458.00	0.00	0.00	0.00	34,458.00
01-525-507	POLICE - BUILDING INSURANCE	6,874.50	89,318.00	93,296.94	104.45	0.00	89,318.00
01-525-508	POLICE - INSURANCE COMMISSION	0.00	0.00	0.00	0.00	0.00	0.00
01-525-510	POLICE - EMP APPRECIATION	1,057.87	1,700.00	645.10	37.95	0.00	1,700.00
01-525-514	POLICE - ENTERPRISE VEH LEASE	0.00	181,129.00	64,232.74	35.46	0.00	181,129.00
01-525-515	POLICE - DEBT PRINCIPAL	79,689.89	79,690.00	0.00	0.00	0.00	79,690.00
01-525-525	POLICE - PRISONER SUPPORT	5,394.10	8,400.00	1,096.93	13.06	0.00	8,400.00
01-525-535	POLICE-ANNUAL MAINT AGREEMENTS	404,881.50	393,529.00	53,356.24	13.56	0.00	393,529.00
01-525-540	POLICE - GUN PURCHASE PROG	23,473.98	45,000.00	19,073.97	42.39	0.00	45,000.00
01-525-541	POLICE - LEASE PAYMENTS	2,851.93	0.00	1,314.48	0.00	0.00	0.00
01-525-548	POLICE - VEHICLE IMPOUND	0.00	0.00	0.00	0.00	0.00	0.00
01-525-550	POLICE - EMERG MANAGEMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS		558,179.27	867,905.00	233,158.40	26.86	0.00	867,905.00
<u>CAPITAL EXPENDITURES</u>							
01-525-621	POLICE - PATROL VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
01-525-625	POLICE - EQUIPMENT CE	0.00	0.00	0.00	0.00	0.00	0.00
01-525-630	POLICE - FURNITURE/FIXTURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
<u>OTHER</u>							
01-525-705	TRANSFER TO OBJ POLICE GRANT	0.00	0.00	0.00	0.00	0.00	0.00
01-525-716	POLICE-TRANS TO GRANT MATCHES	18,510.00	25,000.00	0.00	0.00	(25,000.00)	0.00
01-525-741	TRANSFER TO UNEMPLOYMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER		18,510.00	25,000.00	0.00	0.00	(25,000.00)	0.00
TOTAL 25-POLICE DEPARTMENT		5,950,143.20	6,512,742.00	2,005,964.34	30.80	(25,000.00)	6,487,742.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 26-ANIMAL CONTROL

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)					
		2023-2024	CURRENT	Y-T-D	PERCENT		AMENDED
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	BUDGET
<u>PERSONNEL SERVICES</u>							
01-526-105	ANIM CTRL - SALARIES	168,037.25	178,452.00	58,561.21	32.82	0.00	178,452.00
01-526-106	ANIM CTRL -PT SALARIES	17,812.14	10,400.00	1,766.25	16.98	0.00	10,400.00
01-526-110	ANIM CTRL - OVERTIME	9,826.25	0.00	2,292.80	0.00	0.00	0.00
01-526-115	ANIM CTRL - LONGEVITY	480.00	720.00	0.00	0.00	0.00	720.00
01-526-126	ANIM CTRL - CERTIFICATION	2,792.68	2,700.00	934.74	34.62	0.00	2,700.00
01-526-128	ANIM CTRL - SPECIAL JOB PAY	0.00	0.00	0.00	0.00	0.00	0.00
01-526-135	ANIM CTRL - FICA	14,902.04	14,709.00	5,247.92	35.68	0.00	14,709.00
01-526-140	ANIM CTRL - HEALTH INS	39,611.14	57,431.00	11,787.00	20.52	0.00	57,431.00
01-526-141	ANIM CTRL - INS SUBSIDY	0.00	0.00	0.00	0.00	0.00	0.00
01-526-145	ANIM CTRL - WORKERS COMP	4,493.00	5,243.00	0.00	0.00	0.00	5,243.00
01-526-150	ANIM CTRL - UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00
01-526-155	ANIM CTRL - RETIREMENT	22,664.13	21,752.00	7,954.94	36.57	0.00	21,752.00
01-526-165	ANIM CTRL - MEDICAL EXPENSE	1,306.00	0.00	240.72	0.00	0.00	0.00
01-526-185	ANIM CTRL - PAYROLL ACCRUAL	(4,639.76)	0.00	(1,079.03)	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES		277,284.87	291,407.00	87,706.55	30.10	0.00	291,407.00
<u>SUPPLIES</u>							
01-526-203	ANIM CTRL - APPAREL	1,641.87	7,596.00	250.00	3.29	0.00	7,596.00
01-526-204	MEDICAL SUPPLIES & EQUIPMENT	11,722.42	11,600.00	4,344.65	37.45	0.00	11,600.00
01-526-205	ANIM CTRL - GENERAL SUPPLIES	14,461.57	15,400.00	2,133.90	13.86	0.00	15,400.00
01-526-206	A/C VETERINARY SERVICES	19,889.46	25,920.00	3,777.89	14.58	0.00	25,920.00
01-526-215	ANIM CTRL - VEHICLE SUPPLIES	0.00	2,500.00	0.00	0.00	0.00	2,500.00
01-526-216	ANIM CTRL - FUEL EXPENSE	102.13	3,150.00	381.66	12.12	0.00	3,150.00
01-526-220	ANIM CTRL - EQUIPMENT SUPPLIES	2,749.84	7,250.00	239.14	3.30	0.00	7,250.00
01-526-221	ANIM CTRL - SMALL EQUIPMENT	0.00	0.00	40.78	0.00	0.00	0.00
TOTAL SUPPLIES		50,567.29	73,416.00	11,168.02	15.21	0.00	73,416.00
<u>REPAIR & MAINTENANCE</u>							
01-526-305	ANIM CTRL - R&M VEHICLES	896.33	5,000.00	488.25	9.77	0.00	5,000.00
01-526-310	ANIM CTRL - R&M EQUIPMENT	0.00	7,202.00	0.00	0.00	0.00	7,202.00
01-526-320	ANIM CTRL - R&M BUILDING	16,597.98	20,000.00	9,274.50	46.37	0.00	20,000.00
TOTAL REPAIR & MAINTENANCE		17,494.31	32,202.00	9,762.75	30.32	0.00	32,202.00
<u>SERVICES</u>							
01-526-405	ANIM CTRL - PHONES	0.00	0.00	0.00	0.00	0.00	0.00
01-526-406	ANIM CTRL - MOBILE DATA	0.00	0.00	0.00	0.00	0.00	0.00
01-526-410	ANIM CTRL - UTILITIES	6,565.42	11,500.00	2,174.83	18.91	0.00	11,500.00
01-526-425	ANIM CTRL - TRAVEL/TRAINING	400.00	5,000.00	268.98	5.38	0.00	5,000.00
01-526-476	ANIM CTRL - CREDIT CARD FEES	235.89	0.00	31.87	0.00	0.00	0.00
TOTAL SERVICES		7,201.31	16,500.00	2,475.68	15.00	0.00	16,500.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 26-ANIMAL CONTROL

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)					
		2023-2024	CURRENT	Y-T-D	PERCENT		AMENDED
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	BUDGET
<u>MISCELLANEOUS</u>							
01-526-505	ANIM CTRL - INSURANCE	0.00	5,454.00	0.00	0.00	0.00	5,454.00
01-526-506	ANIM CTRL - VEHICLE INSURANCE	32,215.66	2,303.00	0.00	0.00	0.00	2,303.00
01-526-507	ANIM CTRL - INS (WINDSTORM)	0.00	12,150.00	0.00	0.00	0.00	12,150.00
01-526-510	ANIM CTRL - EMP APPRECIATION	321.55	1,000.00	0.00	0.00	0.00	1,000.00
01-526-514	Anim Ctrl - Enterprise Veh Lea	<u>0.00</u>	<u>10,270.00</u>	<u>4,186.62</u>	<u>40.77</u>	<u>0.00</u>	<u>10,270.00</u>
TOTAL MISCELLANEOUS		32,537.21	31,177.00	4,186.62	13.43	0.00	31,177.00
<u>CAPITAL EXPENDITURES</u>							
01-526-601	ANIM CTRL - VEHICLE CE	0.00	0.00	0.00	0.00	0.00	0.00
01-526-625	ANIM CTRL - EQUIPMENT CE	0.00	0.00	0.00	0.00	0.00	0.00
01-526-655	AC - BUILDING IMPROVEMENTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
<u>OTHER</u>							
01-526-741	TRANSFER TO UNEMPLOYMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 26-ANIMAL CONTROL		385,084.99	444,702.00	115,299.62	25.93	0.00	444,702.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 30-FIRE DEPARTMENT

41.67% OF YEAR COMPLETED

EXPENDITURES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>PERSONNEL SERVICES</u>						
01-530-105 FIRE - SALARIES	360,746.96	338,439.00	113,432.72	33.52 (	6,636.00)	331,803.00
01-530-110 FIRE - OVERTIME	10,461.06	12,664.00	8,523.40	67.30	0.00	12,664.00
01-530-115 FIRE - LONGEVITY	1,800.00	1,680.00	0.00	0.00	720.00	2,400.00
01-530-126 FIRE - CERTIFICATION	9,601.02	9,601.00	3,323.43	34.62	2,399.00	12,000.00
01-530-128 FIRE - SPECIAL JOB PAY	0.00	0.00	0.00	0.00	0.00	0.00
01-530-135 FIRE - FICA	28,112.19	27,722.00	10,114.68	36.49 (	268.68)	27,453.32
01-530-140 FIRE - HEALTH INS	70,444.00	114,862.00	22,641.92	19.71 (	14,358.00)	100,504.00
01-530-141 FIRE - INS SUBSIDY	(17.00)	10,627.00	1,457.00	13.71	0.00	10,627.00
01-530-145 FIRE - WORKERS COMP	10,084.00	6,915.00	0.00	0.00	1,970.00	8,885.00
01-530-150 FIRE - UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00
01-530-155 FIRE - RETIREMENT	45,105.80	43,341.00	16,190.04	37.36	681.00	44,022.00
01-530-160 FIRE - PENSION	31,734.40	82,047.00	31,992.00	38.99	0.00	82,047.00
01-530-165 FIRE - MEDICAL EXPENSE	760.00	3,000.00	780.00	26.00	0.00	3,000.00
01-530-185 FIRE - PAYROLL ACCRUAL	(10,297.34)	0.00	(1,963.20)	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	558,535.09	650,898.00	206,491.99	31.72 (	15,492.68)	635,405.32
<u>SUPPLIES</u>						
01-530-203 FIRE - APPAREL	11,316.34	7,900.00	2,975.91	37.67	0.00	7,900.00
01-530-205 FIRE - GENERAL SUPPLIES	8,246.22	8,000.00	3,052.62	38.16	0.00	8,000.00
01-530-210 FIRE - OFFICE SUPPLIES	4,927.69	5,660.00	1,373.96	24.27	0.00	5,660.00
01-530-215 FIRE - VEHICLE SUPPLIES	40.36	2,000.00	0.00	0.00	0.00	2,000.00
01-530-220 FIRE - EQUIPMENT SUPPLIES	11,136.43	34,000.00	5,175.70	15.22	0.00	34,000.00
TOTAL SUPPLIES	35,667.04	57,560.00	12,578.19	21.85	0.00	57,560.00
<u>REPAIR & MAINTENANCE</u>						
01-530-305 FIRE - R&M VEHICLES	125,526.22	44,250.00	14,130.99	31.93	0.00	44,250.00
01-530-310 FIRE - R&M EQUIPMENT	18,833.78	17,500.00	8,603.54	49.16	0.00	17,500.00
01-530-320 FIRE - R&M BUILDING	67,727.51	40,600.00	19,264.09	47.45	0.00	40,600.00
TOTAL REPAIR & MAINTENANCE	212,087.51	102,350.00	41,998.62	41.03	0.00	102,350.00
<u>SERVICES</u>						
01-530-405 FIRE - PHONES	3,545.43	7,500.00	3,234.97	43.13	0.00	7,500.00
01-530-410 FIRE - UTILITIES	17,003.13	18,000.00	4,351.41	24.17	0.00	18,000.00
01-530-415 FIRE - FUEL EXPENSE	25,876.95	25,000.00	11,237.10	44.95	0.00	25,000.00
01-530-420 FIRE - DUES/SUBSCRIPTIONS	6,417.00	30,011.00	6,410.93	21.36	0.00	30,011.00
01-530-425 FIRE - TRAVEL/TRAINING	9,364.50	9,500.00	3,154.24	33.20	0.00	9,500.00
01-530-455 FIRE - CONTRACT LABOR	0.00	0.00	14,000.00	0.00	0.00	0.00
TOTAL SERVICES	62,207.01	90,011.00	42,388.65	47.09	0.00	90,011.00
<u>MISCELLANEOUS</u>						
01-530-505 FIRE - INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
01-530-506 FIRE - VEHICLE INSURANCE	55,958.00	35,917.00	35,917.00	100.00	60.00	35,977.00
01-530-507 FIRE - BUILDING INSURANCE	3,555.00	43,874.00	96,867.37	220.79	2,141.00	46,015.00
01-530-508 FIRE - INSURANCE COMMISSION	0.00	0.00	0.00	0.00	0.00	0.00
01-530-510 FIRE - EMP APPRECIATION	25.00	2,000.00	236.40	11.82	0.00	2,000.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 30-FIRE DEPARTMENT

41.67% OF YEAR COMPLETED

EXPENDITURES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
01-530-514 Fire - Enterprise Veh Lease	0.00	0.00	0.00	0.00	0.00	0.00
01-530-535 FIRE - LEASE PAYMENTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	59,538.00	81,791.00	133,020.77	162.63	2,201.00	83,992.00
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TOTAL 30-FIRE DEPARTMENT	928,034.65	982,610.00	436,478.22	44.42 (13,291.68)	969,318.32

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND

35-DEVELOPMENT SERV DEPT.

41.67% OF YEAR COMPLETED

EXPENDITURES	2024-2025					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>PERSONNEL SERVICES</u>						
01-535-105 DEV SVC - SALARIES	462,788.54	464,032.00	132,727.23	28.60	0.00	464,032.00
01-535-106 DEV SVC - PARTTIME SALARIES	0.00	15,839.00	1,285.15	8.11	0.00	15,839.00
01-535-110 DEV SVC - OVERTIME	2,066.55	2,519.00	283.74	11.26	0.00	2,519.00
01-535-115 DEV SVC - LONGEVITY	1,800.00	2,160.00	0.00	0.00	0.00	2,160.00
01-535-125 BLDG SVC - AUTO ALLOWANCE	5,999.96	6,000.00	2,076.93	34.62 (	3,923.08)	2,076.92
01-535-126 DEV SVC - CERTIFICATION	12,468.21	18,101.00	4,275.09	23.62 (	784.54)	17,316.46
01-535-128 DEV SVC - SPECIAL JOB PAY	0.00	0.00	0.00	0.00	0.00	0.00
01-535-135 DEV SVC - FICA	35,095.88	38,453.00	11,422.93	29.71	0.00	38,453.00
01-535-140 DEV SVC - HEALTH INS	86,389.98	100,504.00	24,113.58	23.99	0.00	100,504.00
01-535-141 DEV SVC - INS SUBSIDY	(2.32)	10,627.00	0.00	0.00	0.00	10,627.00
01-535-143 DEV SRVC - PHONE ALLOWANCE	719.94	720.00	27.69	3.85 (	720.00)	0.00
01-535-145 DEV SVC - WORKERS COMP	504.00	1,806.00	0.00	0.00	0.00	1,806.00
01-535-150 DEV SVC - UNEMPLOYMENT	0.00	0.00	2,955.00	0.00	0.00	0.00
01-535-155 DEV SVC - RETIREMENT	56,378.64	60,117.00	17,979.73	29.91	0.00	60,117.00
01-535-165 DEV SVC - MEDICAL EXPENSE	0.00	0.00	80.00	0.00	0.00	0.00
01-535-185 DEV SVC - PAYROLL ACCRUAL	(12,081.07)	0.00	(2,381.30)	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	652,128.31	720,878.00	194,845.77	27.03 (	5,427.62)	715,450.38
<u>SUPPLIES</u>						
01-535-203 DEV SVC - APPAREL	1,222.97	4,000.00	210.42	5.26 (	1,200.00)	2,800.00
01-535-205 DEV SVC - GENERAL SUPPLIES	3,042.38	5,000.00	1,272.55	25.45 (	1,000.00)	4,000.00
01-535-210 DEV SVC - OFFICE SUPPLIES	1,341.37	3,000.00	10.77	0.36 (	500.00)	2,500.00
01-535-211 DEV-HEALTH SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
01-535-215 DEV SVC - VEHICLE SUPPLIES	348.55	2,000.00	109.99	5.50	0.00	2,000.00
01-535-216 DEV SVC - FUEL EXPENSE	3,878.23	4,050.00	1,834.26	45.29	0.00	4,050.00
01-535-220 DEV SVC - EQUIPMENT SUPPLIES	1,010.53	3,000.00	1,924.41	64.15	0.00	3,000.00
01-535-221 POSTAGE USE	1,247.47	2,650.00	0.00	0.00	0.00	2,650.00
01-535-222 DS PUBLICATIONS	4,257.07	6,500.00	3,798.30	58.44	0.00	6,500.00
01-535-223 SOFTWARE & TECHNOLOGY	10,597.01	10,000.00	600.00	6.00	0.00	10,000.00
TOTAL SUPPLIES	26,945.58	40,200.00	9,760.70	24.28 (	2,700.00)	37,500.00
<u>REPAIR & MAINTENANCE</u>						
01-535-305 DEV SVC - R&M VEHICLES	778.48	3,000.00	327.27	10.91	0.00	3,000.00
01-535-310 DEV SVC - R&M EQUIPMENT	544.46	2,500.00	0.00	0.00	0.00	2,500.00
01-535-320 DS R&M BUILDING	9,020.21	0.00	0.00	0.00	0.00	0.00
TOTAL REPAIR & MAINTENANCE	10,343.15	5,500.00	327.27	5.95	0.00	5,500.00
<u>SERVICES</u>						
01-535-405 DEV SVC - PHONES	2,110.60	3,000.00	1,064.98	35.50	0.00	3,000.00
01-535-410 DS UTILITIES	34,502.53	0.00	4,561.82	0.00	0.00	0.00
01-535-415 DEV SVC - PROFESSIONAL FEES	100,715.29	100,000.00	12,450.29	12.45 (	85,000.00)	15,000.00
01-535-415.01 COUNTY ENG. FEES	968.00	0.00	0.00	0.00	0.00	0.00
01-535-419 DS ATTORNEY FEES	29,574.69	30,000.00	3,698.20	12.33 (	15,000.00)	15,000.00
01-535-419.02 AUSTIN COLONY	0.00	0.00	0.00	0.00	0.00	0.00
01-535-419.03 KIBER RESERVE	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 35-DEVELOPMENT SERV DEPT.

41.67% OF YEAR COMPLETED

EXPENDITURES	2024-2025					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
01-535-419.04 RIVERWOOD RANCH	0.00	0.00	0.00	0.00	0.00	0.00
01-535-419.05 GREYSTONE	0.00	0.00	0.00	0.00	0.00	0.00
01-535-419.06 WINDROSE GREEN	0.00	0.00	0.00	0.00	0.00	0.00
01-535-419.07 BAYOU BEND	0.00	0.00	0.00	0.00	0.00	0.00
01-535-419.08 LIVE OAK RANCH	0.00	0.00	0.00	0.00	0.00	0.00
01-535-419.09 PROPERTY LAND MGMT	0.00	0.00	0.00	0.00	0.00	0.00
01-535-419.10 GIFFORD MEADOWS	0.00	0.00	0.00	0.00	0.00	0.00
01-535-419.11 GREEN TRAILS	0.00	0.00	0.00	0.00	0.00	0.00
01-535-420 DEV SVC - DUES/SUBSCRIPTIONS	1,833.00	2,000.00	828.00	41.40	0.00	2,000.00
01-535-425 DEV SVC - TRAVEL/TRAINING	5,629.55	8,800.00	1,536.67	17.46 (	1,000.00)	7,800.00
01-535-426 DEV SVC - FOOD HANDLING MAT	0.00	2,500.00	5.99	0.24	0.00	2,500.00
01-535-427 DEV SVC - DOCUMENT SCANNING	0.00	2,500.00	0.00	0.00 (	2,500.00)	0.00
01-535-455 DEV SVC - CONTRACT LABOR	60,993.32	58,500.00	21,611.00	36.94	0.00	58,500.00
01-535-460 BLDG SVC - ANNUAL SOFTWARE FEE	0.00	0.00	0.00	0.00	0.00	0.00
01-535-465 DEV SVC - DEMOLITION	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SERVICES	236,326.98	207,300.00	45,756.95	22.07 (	103,500.00)	103,800.00
<u>MISCELLANEOUS</u>						
01-535-503 Dev Services - Surety / Notary	0.00	0.00	0.00	0.00	0.00	0.00
01-535-505 BSD - FEE INSPECTIONS	0.00	0.00	0.00	0.00	0.00	0.00
01-535-506 DEV SVC - VEHICLE INSURANCE	3,800.00	3,379.00	0.00	0.00	0.00	3,379.00
01-535-510 DEV SVC - EMP APPRECIATION	76.10	750.00	0.00	0.00	0.00	750.00
01-535-514 Dev Svc - Enterprise Veh Lease	0.00	47,167.00	16,022.24	33.97	0.00	47,167.00
01-535-535 BLDG SVC - LEASE PAYMENTS	<u>6,991.29</u>	<u>2,735.00</u>	<u>2,347.98</u>	<u>85.85</u>	<u>0.00</u>	<u>2,735.00</u>
TOTAL MISCELLANEOUS	10,867.39	54,031.00	18,370.22	34.00	0.00	54,031.00
<u>CAPITAL EXPENDITURES</u>						
01-535-601 DEV SVC - VEHICLE CE	0.00	0.00	0.00	0.00	0.00	0.00
01-535-615 EQUIPMENT CE	0.00	0.00	0.00	0.00	0.00	0.00
01-535-625 DEV SVC - EQUIPMENT CE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
<u>OTHER</u>						
01-535-741 TRANSFR TO UNEMPLOYMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 35-DEVELOPMENT SERV DEPT.	936,611.41	1,027,909.00	269,060.91	26.18 (	111,627.62)	916,281.38

AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND

50-PARKS

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)			
EXPENDITURES	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	AMENDED BUDGET
				CHANGE	

PERSONNEL SERVICES

01-550-105	PARKS - SALARIES	934,910.90	933,383.00	292,038.15	31.29 (	58,824.00)	874,559.00
01-550-110	PARKS - OVERTIME	14,557.56	24,000.00	17.25	0.07 (	6,404.00)	17,596.00
01-550-115	PARKS - LONGEVITY	4,800.00	5,760.00	0.00	0.00 (	60.00)	5,700.00
01-550-125	PARKS - AUTO ALLOWANCE	6,000.02	6,000.00	2,076.93	34.62 (	3,923.08)	2,076.92
01-550-126	PARKS - CERTIFICATION	4,320.47	4,500.00	1,453.95	32.31 (	783.84)	3,716.16
01-550-128	PARKS - SPECIAL JOB PAY	276.96	1,200.00	0.00	0.00	0.00	1,200.00
01-550-135	PARKS - FICA	72,159.49	74,025.00	24,078.33	32.53 (	4,500.00)	69,525.00
01-550-140	PARKS - HEALTH INS	221,852.90	289,371.00	72,240.40	24.96 (	19,000.00)	270,371.00
01-550-141	PARKS - INS SUBSIDY	(1.16)	6,989.00	0.00	0.00	0.00	6,989.00
01-550-143	PARKS- PHONE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
01-550-145	PARKS - WORKERS COMP	3,833.00	9,509.00	0.00	0.00	0.00	9,509.00
01-550-150	PARKS - UNEMPLOYMENT	0.00	2,000.00	0.00	0.00	0.00	2,000.00
01-550-155	PARKS - RETIREMENT	112,783.61	115,730.00	37,766.64	32.63 (	7,059.00)	108,671.00
01-550-165	PARKS - MEDICAL EXPENSE	150.00	1,550.00	0.00	0.00 (	1,550.00)	0.00
01-550-185	PARKS - PAYROLL ACCRUAL	(25,507.67)	0.00	(4,954.29)	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES		1,350,136.08	1,474,017.00	424,717.36	28.81 (	102,103.92)	1,371,913.08

SUPPLIES

01-550-203	PARKS - APPAREL	9,964.52	10,000.00	151.45	1.51 (	8,000.00)	2,000.00
01-550-205	PARKS - GENERAL SUPPLIES	13,139.32	8,200.00	421.97	5.15 (	3,200.00)	5,000.00
01-550-210	PARKS - OFFICE SUPPLIES	397.34	500.00	47.16	9.43	0.00	500.00
01-550-212	Parks - Cleaning Supplies	0.00	5,000.00	1,740.54	34.81	0.00	5,000.00
01-550-215	PARKS - VEHICLE SUPPLIES	293.43	1,840.00	0.00	0.00	0.00	1,840.00
01-550-216	PARKS - FUEL EXPENSE	33,626.34	25,000.00	12,916.44	51.67	0.00	25,000.00
01-550-220	PARKS - EQUIPMENT SUPPLIES	15,899.64	17,000.00	2,774.90	16.32	0.00	17,000.00
01-550-221	Small Equipment	736.00	2,600.00	399.98	15.38 (	2,200.00)	400.00
01-550-225	PARKS - CHEMICAL SUPPLIES	0.00	1,800.00	515.68	28.65 (	1,200.00)	600.00
TOTAL SUPPLIES		74,056.59	71,940.00	18,968.12	26.37 (	14,600.00)	57,340.00

REPAIR & MAINTENANCE

01-550-305	PARKS - R&M VEHICLES	2,035.91	2,000.00	1,323.54	66.18	0.00	2,000.00
01-550-310	PARKS - R&M EQUIPMENT	16,961.00	19,500.00	9,792.18	50.22	0.00	19,500.00
01-550-315	PARKS - R&M INFRASTRUCTURE	25,495.40	30,000.00	9,193.22	30.64	0.00	30,000.00
01-550-320	PARKS - R&M BUILDINGS	7,865.26	4,500.00	945.06	21.00	0.00	4,500.00
01-550-325	PARKS - R&M OTHER	9,002.27	10,000.00	9.29	0.09 (	9,990.00)	10.00
01-550-330	PARKS - VEGETATION REPLACE	4,664.90	0.00	0.00	0.00	0.00	0.00
01-550-332	Parks - Tree Canopy	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REPAIR & MAINTENANCE		66,024.74	66,000.00	21,263.29	32.22 (	9,990.00)	56,010.00

SERVICES

01-550-405	PARKS - PHONES	5,630.31	7,200.00	1,688.40	23.45	0.00	7,200.00
01-550-410	PARKS - UTILITIES	70,287.61	80,000.00	17,341.85	21.68	0.00	80,000.00
01-550-415	PARKS - LEGAL/PROFESSIONAL	0.00	0.00	105.33	0.00	0.00	0.00
01-550-420	PARKS - DUES/SUBSCRIPTIONS	2,293.50	2,237.00	370.00	16.54	0.00	2,237.00
01-550-425	PARKS - TRAVEL/TRAINING	12,229.70	13,637.00	3,583.77	26.28 (	7,500.00)	6,137.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND

50-PARKS

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)					
		2023-2024	CURRENT	Y-T-D	PERCENT		AMENDED
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	BUDGET
01-550-440	PARKS - RENTAL EXPENSE	2,221.20	3,000.00	984.00	32.80	0.00	3,000.00
01-550-446	PARKS - ADVERTISING	909.53	1,500.00	0.00	0.00	(1,500.00)	0.00
01-550-455	PARKS - CONTRACT LABOR	5,300.00	750.00	0.00	0.00	(750.00)	0.00
01-550-456	PARKS - IRRIGATION	522.12	500.00	0.00	0.00	(500.00)	0.00
01-550-457	PARKS - BALLFIELD MAINTENANCE	29,250.85	15,000.00	2,231.64	14.88	0.00	15,000.00
01-550-460	PARKS - ANNUAL SOFTWARE FEE	<u>6,000.00</u>	<u>11,100.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(5,000.00)</u>	<u>6,100.00</u>
TOTAL SERVICES		134,644.82	134,924.00	26,304.99	19.50	(15,250.00)	119,674.00
<u>MISCELLANEOUS</u>							
01-550-506	PARKS - VEHICLE INSURANCE	5,728.00	7,475.00	0.00	0.00	0.00	7,475.00
01-550-507	Parks - Building Insurance	0.00	5,924.00	0.00	0.00	0.00	5,924.00
01-550-510	PARKS - EMP APPRECIATION	1,983.30	2,000.00	96.44	4.82	(1,928.00)	72.00
01-550-511	TUITION REIMBURSEMENT	3,695.00	4,000.00	0.00	0.00	(4,000.00)	0.00
01-550-514	Parks - Enterprise Veh Lease	0.00	0.00	0.00	0.00	0.00	0.00
01-550-535	PARKS - LEASE PAYMENTS	0.00	47,963.00	19,984.70	41.67	0.00	47,963.00
01-550-538	BUILDING LEASE	<u>18,242.55</u>	<u>18,240.00</u>	<u>6,094.17</u>	<u>33.41</u>	<u>0.00</u>	<u>18,240.00</u>
TOTAL MISCELLANEOUS		29,648.85	85,602.00	26,175.31	30.58	(5,928.00)	79,674.00
<u>CAPITAL EXPENDITURES</u>							
01-550-615	PARKS - INFRASTRUCTURE CE	0.00	0.00	0.00	0.00	0.00	0.00
01-550-625	PARKS - EQUIPMENT CE	0.00	0.00	0.00	0.00	0.00	0.00
01-550-626	PARKS SMALL EQUIPMENT CE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
<u>OTHER</u>							
01-550-741	TRANSFER TO UNEMPLOYMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER		0.00	0.00	0.00	0.00	0.00	0.00
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TOTAL 50-PARKS		1,654,511.08	1,832,483.00	517,429.07	28.24	(147,871.92)	1,684,611.08

AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND

55-IT DEPARTMENT

41.67% OF YEAR COMPLETED

EXPENDITURES	2024-2025					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>PERSONNEL SERVICES</u>						
01-555-105	INF TECH - SALARIES	231,953.82	233,308.00	78,107.39	33.48	233,308.00
01-555-106	INFO TECH PART TIME SALARIES	32,910.73	29,835.00	6,884.20	23.07	29,835.00
01-555-109	INF TECH - STIPEND	0.00	0.00	0.00	0.00	0.00
01-555-110	IT-OVERTIME	3,132.88	5,000.00	614.03	12.28 (	513.63
01-555-115	INF TECH - LONGEVITY	1,080.00	720.00	0.00	0.00	1,080.00
01-555-125	INF TECH - AUTO ALLOWANCE	6,000.02	6,000.00	2,076.93	34.62 (	2,076.92
01-555-126	INF TECH - CERTIFICATION	0.00	0.00	0.00	0.00	0.00
01-555-130	INF TECH - UNIFORM ALLOWANCE	0.00	0.00	0.00	0.00	0.00
01-555-135	INF TECH - FICA	20,503.15	20,568.00	7,210.76	35.06	20,568.00
01-555-140	INF TECH - HEALTH INS	23,385.96	43,073.00	8,769.00	20.36	43,073.00
01-555-141	INF TECH - INS SUBSIDY	(1.16)	0.00	0.00	0.00	0.00
01-555-143	I.T. -PHONE ALLOWANCE	0.00	0.00	834.47	0.00	0.00
01-555-145	INF TECH - WORKERS COMP	759.14	502.00	0.00	0.00	502.00
01-555-150	INF TECH - UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00
01-555-155	INF TECH - RETIREMENT	31,873.10	32,156.00	11,093.56	34.50	32,156.00
01-555-165	INF TECH - MEDICAL EXPENSE	0.00	0.00	0.00	0.00	0.00
01-555-185	INF TECH - PAYROLL ACCRUAL	(6,344.88)	0.00	(1,436.31)	0.00	0.00
TOTAL PERSONNEL SERVICES		345,252.76	371,162.00	114,154.03	30.76 (	363,112.55
<u>SUPPLIES</u>						
01-555-203	IT APPAREL	81.48	400.00	0.00	0.00 (	200.00
01-555-205	INF TECH - GENERAL SUPPLIES	1,642.64	2,000.00	116.00	5.80	2,000.00
01-555-210	INF TECH - OFFICE SUPPLIES	277.95	350.00	1,626.58	464.74	1,628.00
01-555-216	INF TECH - FUEL EXPENSE	2,552.12	2,400.00	1,132.92	47.21	2,400.00
01-555-221	INF TECH - SMALL EQUIPMENT	1,397.93	2,500.00	246.30	9.85 (	2,000.00
TOTAL SUPPLIES		5,952.12	7,650.00	3,121.80	40.81	8,228.00
<u>REPAIR & MAINTENANCE</u>						
01-555-305	R&M VEHICLES	0.00	0.00	0.00	0.00	0.00
01-555-310	INF TECH - R&M EQUIPMENT	1,250.48	16,900.00	10.81	0.06 (	15,000.00
TOTAL REPAIR & MAINTENANCE		1,250.48	16,900.00	10.81	0.06 (	15,000.00
<u>SERVICES</u>						
01-555-405	INF TECH - PHONES	2,855.12	2,350.00	507.68	21.60	2,350.00
01-555-420	INF TECH - DUES/SUBSCRIPTIONS	1,220.80	550.00	239.88	43.61	550.00
01-555-421	IT- BACKUP VOICE & DATA	7,172.47	9,000.00	2,984.80	33.16	9,000.00
01-555-425	INF TECH - TRAVEL/TRAINING	4,192.00	5,000.00	0.00	0.00 (	3,000.00
01-555-446	IT ADVERTISING	0.00	200.00	0.00	0.00 (	0.00
01-555-455	INF TECH - CONTRACT LABOR	10,640.50	10,000.00	1,143.00	11.43 (	5,000.00
01-555-460	INF TECH - ANNUAL SOFTWARE	63,539.31	81,250.00	14,007.99	17.24 (	72,128.00
01-555-476	INF TECH - MAINT AGRMT PHONE	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES		89,620.20	108,350.00	18,883.35	17.43 (	92,028.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 55-IT DEPARTMENT

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)					
		2023-2024	CURRENT	Y-T-D	PERCENT		AMENDED
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	BUDGET
<u>MISCELLANEOUS</u>							
01-555-510	INF TECH - EMP APPRECIATION	425.61	500.00	112.57	22.51 (	387.00)	113.00
01-555-514	Inf Tech - Enterprise Veh Leas	0.00	0.00	0.00	0.00	0.00	0.00
01-555-538	BUILDING LEASE	18,242.52	19,000.00	6,094.17	32.07 (	6,865.63)	12,134.37
01-555-542	Inf Tech - Lease Payments	19,695.58	19,700.00	0.00	0.00	0.00	19,700.00
01-555-555	INF TECH - EMAIL SERVICES	<u>26,984.74</u>	<u>28,000.00</u>	<u>8,998.55</u>	<u>32.14</u>	<u>0.00</u>	<u>28,000.00</u>
TOTAL MISCELLANEOUS		65,348.45	67,200.00	15,205.29	22.63 (	7,252.63)	59,947.37
<u>CAPITAL EXPENDITURES</u>							
01-555-610	INF TECH - COMPUTER/SOFTWARE	543.38	1,200.00	0.00	0.00	0.00	1,200.00
01-555-625	INF TECH - EQUIPMENT CE	<u>27,266.37</u>	<u>29,000.00</u>	<u>1,268.15</u>	<u>4.37 (</u>	<u>19,000.00)</u>	<u>10,000.00</u>
TOTAL CAPITAL EXPENDITURES		27,809.75	30,200.00	1,268.15	4.20 (	19,000.00)	11,200.00
TOTAL 55-IT DEPARTMENT		535,233.76	601,462.00	152,643.43	25.38 (	51,946.08)	549,515.92

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND

56-DEBT SERVICE

41.67% OF YEAR COMPLETED

EXPENDITURES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>MISCELLANEOUS</u>						
01-556-510 DEBT SERVICE-INTEREST EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
01-556-514 ENTERPRISE VEHICLE LEASE	596,750.50	47,566.00	0.00	0.00	0.00	47,566.00
01-556-515 FLEET SERVICE-PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00
01-556-519 TRANSFER FOR INTER-FUND LOAN	0.00	0.00	0.00	0.00	0.00	0.00
01-556-530 LEASE PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00
01-556-535 LEASE INTEREST	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	596,750.50	47,566.00	0.00	0.00	0.00	47,566.00
TOTAL 56-DEBT SERVICE	596,750.50	47,566.00	0.00	0.00	0.00	47,566.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 57-ECONOMIC DEVELOPMENT

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)					
		2023-2024	CURRENT	Y-T-D	PERCENT		AMENDED
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	BUDGET
<u>PERSONNEL SERVICES</u>							
01-557-105	ECO DEV - SALARIES	44,776.41	78,964.00	19,918.61	25.22	0.00	78,964.00
01-557-115	ECO DEV - LONGEVITY	390.00	210.00	0.00	0.00	420.00	630.00
01-557-125	ECO DEV - AUTO ALLOWANCE	2,423.04	4,200.00	1,038.42	24.72 (	2,746.16)	1,453.84
01-557-126	ECO DEV - CERTIFICATION	484.68	840.00	207.72	24.73 (	784.72)	55.28
01-557-135	ECO DEV - FICA	3,740.39	6,121.00	1,614.61	26.38	686.49	6,807.49
01-557-140	ECO DEV - HEALTH INS	6,168.70	9,800.00	1,952.27	19.92	968.00	10,768.00
01-557-141	ECO DEV - INS SUBSIDY	0.00	0.00	0.00	0.00	0.00	0.00
01-557-143	ECO DEV- PHONE ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
01-557-145	ECO DEV - WORKERS COMP	759.14	86.00	0.00	0.00	69.00	155.00
01-557-150	ECO DEV - UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00
01-557-155	ECO DEV - RETIREMENT	5,514.29	9,570.00	2,275.98	23.78	702.00	10,272.00
01-557-165	ECO DEV - MEDICAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
01-557-185	ECO DEV - PAYROLL ACCRUAL	(1,814.44)	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES		62,442.21	109,791.00	27,007.61	24.60 (	685.39)	109,105.61
<u>SUPPLIES</u>							
01-557-203	ECO DEV - APPAREL	200.31	200.00	0.00	0.00 (	200.00)	0.00
01-557-205	ECO DEV - GENERAL SUPPLIES	114.44	500.00	0.00	0.00 (	500.00)	0.00
TOTAL SUPPLIES		314.75	700.00	0.00	0.00 (	700.00)	0.00
<u>SERVICES</u>							
01-557-405	ECO DEV - PHONES	0.00	0.00	0.00	0.00	0.00	0.00
01-557-406	ECO DEV - PRO PRINTING	5,000.00	5,000.00	5,000.00	100.00 (	5,000.00)	0.00
01-557-415	ECO DEV - LEGAL/PROFESSIONAL	30,000.00	30,000.00	26,780.00	89.27	0.00	30,000.00
01-557-420	ECO DEV - DUES/SUBSCRIPTIONS	834.41	1,000.00	675.00	67.50	0.00	1,000.00
01-557-425	ECO DEV - TRAVEL/TRAINING	3,846.93	4,000.00	943.33	23.58 (	2,000.00)	2,000.00
01-557-446	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00
01-557-450	ECO DEV - ANNUAL ALLIANCE FEE	6,500.00	6,500.00	6,500.00	100.00	0.00	6,500.00
TOTAL SERVICES		46,181.34	46,500.00	39,898.33	85.80 (	7,000.00)	39,500.00
<u>MISCELLANEOUS</u>							
01-557-510	ECO DEV - EMP APPRECIATION	75.00	100.00	0.00	0.00	0.00	100.00
01-557-535	MAINT AGREEMENTS	15,000.00	15,000.00	15,000.00	100.00	0.00	15,000.00
01-557-555	ECO DEV - BUSINESS EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS		15,075.00	15,100.00	15,000.00	99.34	0.00	15,100.00
<u>CAPITAL EXPENDITURES</u>							
01-557-625	ECO DEV - EQUIPMENT CE	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 57-ECONOMIC DEVELOPMENT

41.67% OF YEAR COMPLETED

EXPENDITURES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>OTHER</u>						
01-557-704 TRANSFER TO HOTEL FUND	0.00	0.00	0.00	0.00	0.00	0.00
01-557-705 TRANSFER TO OBJ FUND	0.00	0.00	0.00	0.00	0.00	0.00
01-557-717 ECON DEV-TRANS TO FUND 117	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER	0.00	0.00	0.00	0.00	0.00	0.00
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TOTAL 57-ECONOMIC DEVELOPMENT	124,013.30	172,091.00	81,905.94	47.59 (8,385.39)	163,705.61

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND

58-PUBLIC WORKS

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)				
EXPENDITURES	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>PERSONNEL SERVICES</u>						
01-558-105	PW STR - SALARIES	484,918.39	444,474.00	177,290.91	39.89	444,474.00
01-558-106	PW STR - ON CALL	268.25	3,250.00	0.00	0.00	3,250.00
01-558-110	PW STR - OVERTIME	20,761.54	29,149.00	7,687.52	26.37	29,149.00
01-558-115	PW STR - LONGEVITY	3,465.00	2,340.00	0.00	0.00	2,340.00
01-558-125	PW STR - AUTO ALLOWANCE	346.14	1,500.00	0.00	0.00 (980.77)	519.23
01-558-126	PW STR - CERTIFICATION	2,692.92	1,694.00	432.72	25.54	1,694.00
01-558-128	PW STR - SPECIAL JOB PAY	0.00	0.00	0.00	0.00	0.00
01-558-135	PW STR - FICA	37,405.59	37,563.00	14,987.21	39.90	37,563.00
01-558-140	PW STR - HEALTH INS	112,432.25	154,352.00	43,991.92	28.50	154,352.00
01-558-141	PW STR - INS SUBSIDY	(206.71)	17,885.00	(4,717.08)	26.37-	17,885.00
01-558-142	PW STR - INS COMMISSION	0.00	0.00	0.00	0.00	0.00
01-558-143	PW STR- PHONE ALLOWANCE	124.56	0.00	0.00	0.00	0.00
01-558-145	PW STR - WORKERS COMP	24,126.00	11,939.00	0.00	0.00	11,939.00
01-558-150	PW STR - UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00
01-558-155	PW STR - RETIREMENT	58,480.99	58,726.00	23,719.87	40.39	58,726.00
01-558-165	PW STR - MEDICAL EXPENSE	1,415.00	2,700.00	327.50	12.13	2,700.00
01-558-185	PW STR - PAYROLL ACCRUAL	(8,181.18)	0.00	(3,183.70)	0.00	0.00
TOTAL PERSONNEL SERVICES		738,048.74	765,572.00	260,536.87	34.03 (980.77)	764,591.23
<u>SUPPLIES</u>						
01-558-203	PW STR - APPAREL	4,000.00	1,000.00	87.61	8.76	1,000.00
01-558-205	PW STR - GENERAL SUPPLIES	13,159.63	12,000.00	3,507.86	29.23	12,000.00
01-558-210	PW STR - OFFICE SUPPLIES	953.42	0.00	0.00	0.00	0.00
01-558-213	PW STR - SIGN MATERIAL	23,759.32	21,500.00	0.00	0.00 (11,500.00)	10,000.00
01-558-214	QUIET ZONE	6,009.99	15,000.00	0.00	0.00	15,000.00
01-558-215	PW STR - VEHICLE SUPPLIES	5,109.62	4,000.00	3,508.60	87.72	4,000.00
01-558-216	PW STR - FUEL EXPENSE	52,769.06	50,000.00	12,633.29	25.27	50,000.00
01-558-220	PW STR - EQUIPMENT SUPPLIES	11,751.84	12,000.00	6,820.46	56.84	12,000.00
01-558-221	PW STR - SMALL EQUIPMENT	2,785.72	3,000.00	0.00	0.00	3,000.00
01-558-223	PW STR - EQUIPMENT RENTAL	230.47	1,500.00	0.00	0.00	1,500.00
01-558-225	PW STR - CHEMICAL SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00
TOTAL SUPPLIES		121,529.07	121,000.00	26,557.82	21.95 (11,500.00)	109,500.00
<u>REPAIR & MAINTENANCE</u>						
01-558-305	PW STR - R&M VEHICLES	24,368.10	3,000.00	1,282.99	42.77	3,000.00
01-558-310	PW STR - R&M EQUIPMENT	33,545.24	45,000.00	43,747.51	97.22	45,000.00
01-558-314	ADA ACCOMODATIONS	0.00	0.00	0.00	0.00	0.00
01-558-315	PW STR - R&M INFRASTRUCTURE	81,101.38	100,000.00	36,975.35	36.98 (50,000.00)	50,000.00
01-558-316	PW STR - TRAFFIC LIGHTS	3,602.42	8,000.00	0.00	0.00 (8,000.00)	0.00
01-558-317	PW STR - ROAD PAINTING	10,165.16	10,000.00	13,039.10	130.39	10,000.00
01-558-318	PW STR - SIDEWALKS	0.00	0.00	0.00	0.00	0.00
01-558-319	PW STR - Solar Lights	0.00	0.00	0.00	0.00	0.00
01-558-320	PW STR - R&M BUILDING	1,928.52	0.00	22.45	0.00	0.00
TOTAL REPAIR & MAINTENANCE		154,710.82	166,000.00	95,067.40	57.27 (58,000.00)	108,000.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND

58-PUBLIC WORKS

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)					
		2023-2024	CURRENT	Y-T-D	PERCENT		AMENDED
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	BUDGET
<u>SERVICES</u>							
01-558-405	PW STR - PHONES	6,042.26	5,000.00	1,148.87	22.98	0.00	5,000.00
01-558-410	PW STR - UTILITIES	193,803.42	160,000.00	52,947.99	33.09	0.00	160,000.00
01-558-411	PW STR - LIGHTS	0.00	2,500.00	0.00	0.00	0.00	2,500.00
01-558-415	PW STR - LEGAL/PROFESSIONAL	48,260.41	45,000.00	4,717.53	10.48	0.00	45,000.00
01-558-420	PW STR - DUES/SUBSCRIPTIONS	0.00	1,200.00	0.00	0.00	(1,200.00)	0.00
01-558-425	PW STR - TRAVEL/TRAINING	4,619.27	5,000.00	0.00	0.00	(4,000.00)	1,000.00
01-558-455	PW STR - CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00	0.00
01-558-465	PW STR - SPEC EVENTS/PROJECTS	1,933.59	2,000.00	1,799.93	90.00	0.00	2,000.00
01-558-499	PW STR - MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SERVICES		254,658.95	220,700.00	60,614.32	27.46	(5,200.00)	215,500.00
<u>MISCELLANEOUS</u>							
01-558-503	Public Works - Surety / Notary	0.00	0.00	0.00	0.00	0.00	0.00
01-558-506	PW STR - VEHICLE INSURANCE	0.00	24,887.00	0.00	0.00	0.00	24,887.00
01-558-507	BUILDING INSURANCE (WINDSTORM)	0.00	2,716.00	0.00	0.00	0.00	2,716.00
01-558-510	PW STR - EMP APPRECIATION	621.72	1,000.00	0.00	0.00	(1,000.00)	0.00
01-558-514	PW Str - Enterprise Veh Lease	0.00	107,514.00	50,660.37	47.12	0.00	107,514.00
01-558-520	PW STR - CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
01-558-535	PW STR - LEASE PAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00
01-558-538	BUILDING LEASE	<u>18,242.61</u>	<u>0.00</u>	<u>6,094.22</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS		18,864.33	136,117.00	56,754.59	41.70	(1,000.00)	135,117.00
<u>CAPITAL EXPENDITURES</u>							
01-558-601	PW STR - VEHICLE CE	0.00	0.00	0.00	0.00	0.00	0.00
01-558-612	PW STR - OVERLAYS	181,841.88	300,000.00	0.00	0.00	(300,000.00)	0.00
01-558-613	PW STR - SIDEWALKS	72,257.02	0.00	0.00	0.00	0.00	0.00
01-558-614	PASS THRU-GCC SIDEWALK PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
01-558-615	PW STR - INFRASTRUCTURE CE	0.00	0.00	0.00	0.00	0.00	0.00
01-558-625	PW STR - EQUIPMENT CE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES		254,098.90	300,000.00	0.00	0.00	(300,000.00)	0.00
<u>OTHER</u>							
01-558-701	PW-TRANSFER TO GF	0.00	0.00	0.00	0.00	0.00	0.00
01-558-703	PW-TRANSFER GCC MATCH	0.00	0.00	0.00	0.00	0.00	0.00
01-558-705	PW-TRANSFER TO DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
01-558-719	PW-TRANSFER TO CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00
01-558-721	PW-TRANSFER TO 2018 BOND ISS	0.00	0.00	0.00	0.00	0.00	0.00
01-558-722	PW-TRANSFER TO GF FOR ADMIN	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 58-PUBLIC WORKS		1,541,910.81	1,709,389.00	499,531.00	29.22	(376,680.77)	1,332,708.23

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND

59-NON-DEPARTMENTAL

41.67% OF YEAR COMPLETED

EXPENDITURES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>PERSONNEL SERVICES</u>						
01-559-105 NON DEPT WAGE CHANGES	0.00	0.00	0.00	0.00	0.00	0.00
01-559-140 HEALTH INSURANCE	24,641.21	0.00	0.00	0.00	0.00	0.00
01-559-141 HEALTH INS-SUBSIDY	2,522.40	0.00	(19,770.47)	0.00	31,500.00	31,500.00
01-559-142 NON DEPT INS COMMISSION	0.00	0.00	0.00	0.00	0.00	0.00
01-559-199 BUDGETED VACANCIES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES	27,163.61	0.00	(19,770.47)	0.00	31,500.00	31,500.00
<u>SUPPLIES</u>						
01-559-205 NON-DEPT SUPPLIES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
<u>SERVICES</u>						
01-559-405 TELEPHONE EXPENSE	61,590.98	50,000.00	5,659.76	11.32	0.00	50,000.00
01-559-422 CITY CONNECT	10,990.78	8,000.00	0.00	0.00	0.00	8,000.00
01-559-445 SPECIAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
01-559-446 LIBRARY CONTRIBUTION	32,500.00	32,500.00	0.00	0.00	0.00	32,500.00
01-559-447 EMS CONTRIBUTION	96,000.00	96,000.00	32,000.00	33.33	0.00	96,000.00
01-559-455 NON DEPT - CONTRACT LABOR	60,874.00	0.00	0.00	0.00	0.00	0.00
01-559-459 REGIONAL TRANSPORTATION	41,080.00	41,080.00	41,080.00	100.00	0.00	41,080.00
01-559-460 NON-DEPT-ANNUAL SOFTWARE MAINT	0.00	0.00	0.00	0.00	0.00	0.00
01-559-465 NON-DEPT-GARBAGE BAGS	0.00	0.00	0.00	0.00	0.00	0.00
01-559-474 NON-DEPT-APPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
01-559-475 BANK CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
01-559-476 MAINT AGREEMENT OF TELEP SYSTE	0.00	0.00	0.00	0.00	0.00	0.00
01-559-477 SALARY SURVEY IMPLEMENTAION	0.00	0.00	0.00	0.00	0.00	0.00
01-559-478 NEWSLETTER	0.00	0.00	0.00	0.00	0.00	0.00
01-559-479 DEVELOP-INCENTIVE TAX REBATE	0.00	0.00	0.00	0.00	0.00	0.00
01-559-480 SOLID WASTE COST	2,326,916.30	2,401,632.00	609,707.51	25.39	0.00	2,401,632.00
01-559-490 ANGLETON UNIVERSITY	1,724.01	0.00	0.00	0.00	0.00	0.00
01-559-499 NON-DEPT MISCELLANEOUS	<u>19,103.93</u>	<u>0.00</u>	<u>(557.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SERVICES	2,650,780.00	2,629,212.00	687,890.27	26.16	0.00	2,629,212.00
<u>MISCELLANEOUS</u>						
01-559-505 GENERAL INSURANCE	67,928.29	80,310.00	347,173.82	432.29	0.00	80,310.00
01-559-506 VEHICLE INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
01-559-507 BUILDING INSURANCE (WINDSTORM)	407,127.80	40,000.00	73.49	0.18	0.00	40,000.00
01-559-520 NON-DEPT-CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
01-559-521 TEXAS GULF BANK PAY OFF	0.00	0.00	0.00	0.00	0.00	0.00
01-559-538 Building Lease	0.00	0.00	0.00	0.00	0.00	0.00
01-559-555 BAD DEBT EXPENSE	17,985.10	30,000.00	0.00	0.00	0.00	30,000.00
01-559-599 COMP PLAN	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	493,041.19	150,310.00	347,247.31	231.02	0.00	150,310.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 59-NON-DEPARTMENTAL

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)					
		2023-2024	CURRENT	Y-T-D	PERCENT		
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	AMENDED BUDGET
CAPITAL EXPENDITURES							
01-559-610	Non Dept - Lease Purchases	0.00	0.00	0.00	0.00	0.00	0.00
01-559-625	NON-DEPT-CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00
01-559-635	CAPITAL UPGRADES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
OTHER							
01-559-707	TRANSFER TO MC TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00
01-559-713	TRANSFER TO KAB	0.00	0.00	0.00	0.00	0.00	0.00
01-559-717	TRANSFER TO DOWNTOWN REVITALIZ	0.00	0.00	0.00	0.00	0.00	0.00
01-559-726	TRANSFER TO CITY WIDE REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00
01-559-730	Transfer to Fund 130	0.00	0.00	0.00	0.00	0.00	0.00
01-559-732	Transfer to Fund 132	0.00	0.00	0.00	0.00	0.00	0.00
01-559-741	TRANSFER TO UNEMPLYMNT FUND	29,166.69	0.00	0.00	0.00	0.00	0.00
01-559-743	TRANSFER TO PARKS FUND	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER		29,166.69	0.00	0.00	0.00	0.00	0.00
TOTAL 59-NON-DEPARTMENTAL		3,200,151.49	2,779,522.00	1,015,367.11	36.53	31,500.00	2,811,022.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 63-ST-RT OF WAY MAINT

41.67% OF YEAR COMPLETED

EXPENDITURES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>PERSONNEL SERVICES</u>						
01-563-105	PARK ROW - SALARIES	0.00	0.00	0.00	0.00	0.00
01-563-110	PARK ROW - OVERTIME	0.00	0.00	0.00	0.00	0.00
01-563-115	PARK ROW - LONGEVITY	0.00	0.00	0.00	0.00	0.00
01-563-126	PARK ROW - CERTIFICATION	0.00	0.00	0.00	0.00	0.00
01-563-128	PARK ROW - SPECIAL JOB PAY	0.00	0.00	0.00	0.00	0.00
01-563-135	PARK ROW - FICA	0.00	0.00	0.00	0.00	0.00
01-563-140	PARK ROW - HEALTH INS	0.00	0.00	0.00	0.00	0.00
01-563-141	PARK ROW - INS SUBSIDY	0.00	0.00	0.00	0.00	0.00
01-563-143	PHONE ALLOWANCE	0.00	0.00	0.00	0.00	0.00
01-563-145	PARK ROW - WORKERS COMP	0.00	0.00	0.00	0.00	0.00
01-563-150	PARK ROW - UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00
01-563-155	PARK ROW - RETIREMENT	0.00	0.00	0.00	0.00	0.00
01-563-165	PARK ROW - MEDICAL EXPENSE	0.00	0.00	0.00	0.00	0.00
01-563-185	PARK ROW - PAYROLL ACCRUAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES		0.00	0.00	0.00	0.00	0.00
<u>SUPPLIES</u>						
01-563-203	APPAREL	0.00	0.00	0.00	0.00	0.00
01-563-215	PARK ROW - VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	0.00
01-563-216	PARK ROW - FUEL EXPENSE	0.00	0.00	0.00	0.00	0.00
01-563-220	PARK ROW - EQUIPMENT SUPPLIES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SUPPLIES		0.00	0.00	0.00	0.00	0.00
<u>REPAIR & MAINTENANCE</u>						
01-563-310	PARK ROW - R&M EQUIPMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REPAIR & MAINTENANCE		0.00	0.00	0.00	0.00	0.00
<u>MISCELLANEOUS</u>						
01-563-510	PARK ROW - EMP APPRECIATION	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS		0.00	0.00	0.00	0.00	0.00
<u>CAPITAL EXPENDITURES</u>						
01-563-601	PARK ROW - VEHICLE CE	0.00	0.00	0.00	0.00	0.00
01-563-625	PARK ROW - EQUIPMENT CE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
TOTAL 63-ST-RT OF WAY MAINT		0.00	0.00	0.00	0.00	0.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

01 -GENERAL FUND
 71-PLANT OPERATIONS

41.67% OF YEAR COMPLETED

EXPENDITURES	2024-2025					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>CAPITAL EXPENDITURES</u>						
01-571-600 CARES WWTP LAB EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
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TOTAL 71-PLANT OPERATIONS	0.00	0.00	0.00	0.00	0.00	0.00
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TOTAL EXPENDITURES	19,601,748.79	19,425,952.00	6,151,616.79	31.67	(1,017,980.00)	18,407,972.00
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REVENUE OVER/(UNDER) EXPENDITURES	(528,252.94)	0.00	3,148,348.38	0.00	0.00	0.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

02 -STREET FUND

41.67% OF YEAR COMPLETED

REVENUES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>OTHER TAXES</u>						
02-300-200 SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
02-300-240 SALES TAX ABL'S SHARE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER TAXES	0.00	0.00	0.00	0.00	0.00	0.00
<u>PARKS & RECREATION</u>						
02-300-725 LEASE PURCHASE REVENUE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PARKS & RECREATION	0.00	0.00	0.00	0.00	0.00	0.00
<u>MISCELLANEOUS</u>						
02-300-800 INTEREST INCOME	43,771.41	20,000.00	4,415.65	22.08	0.00	20,000.00
02-300-895 SALE OF EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
02-300-899 MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	43,771.41	20,000.00	4,415.65	22.08	0.00	20,000.00
<u>TRANSFERS</u>						
02-300-902 TRANSFER FROM FUND BALANCE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>86,250.00</u>	<u>86,250.00</u>
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	86,250.00	86,250.00
TOTAL ????	43,771.41	20,000.00	4,415.65	22.08	86,250.00	106,250.00
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AS OF: FEBRUARY 28TH, 2025

Item 16.

02 -STREET FUND
58-PUBLIC WORKS

41.67% OF YEAR COMPLETED

EXPENDITURES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>PERSONNEL SERVICES</u>						
02-558-105 STREET - SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
02-558-106 STREET - ON CALL	0.00	0.00	0.00	0.00	0.00	0.00
02-558-107 STREET - GIS SALARY	0.00	0.00	0.00	0.00	0.00	0.00
02-558-110 STREET - OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
02-558-115 STREET - LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
02-558-120 STREET - HURRICANE OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
02-558-125 STREET - AUTO ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00
02-558-126 STREET - CERTIFICATION	0.00	0.00	0.00	0.00	0.00	0.00
02-558-128 STREET - SPECIAL JOB PAY	0.00	0.00	0.00	0.00	0.00	0.00
02-558-135 STREET - FICA	0.00	0.00	0.00	0.00	0.00	0.00
02-558-140 STREET - HEALTH INS	0.00	0.00	0.00	0.00	0.00	0.00
02-558-141 STREET - INS SUBSIDY	0.00	0.00	0.00	0.00	0.00	0.00
02-558-142 STREET - INS COMMISSION	0.00	0.00	0.00	0.00	0.00	0.00
02-558-145 STREET - WORKER'S COMP	0.00	0.00	0.00	0.00	0.00	0.00
02-558-155 STREET - RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
02-558-185 STREET - PAYROLL ACCRUAL	0.00	0.00	0.00	0.00	0.00	0.00
02-558-189 STREET - HEALTH INS INCREASE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
<u>SUPPLIES</u>						
02-558-203 STREET - APPAREL	0.00	0.00	0.00	0.00	0.00	0.00
02-558-205 STREET - GENERAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
02-558-210 STREET - OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
02-558-213 STREET - SIGN MATERIAL	0.00	0.00	0.00	0.00	0.00	0.00
02-558-215 STREET - VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
02-558-216 STREET - FUEL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
02-558-220 STREET - EQUIPMENT SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
02-558-221 STREET - SMALL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
02-558-223 STREET - EQUIPMENT RENTAL	0.00	0.00	0.00	0.00	0.00	0.00
02-558-225 STREET - CHEMICALS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
<u>REPAIR & MAINTENANCE</u>						
02-558-305 STREET - VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
02-558-310 STREET - R&M EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
02-558-315 STREET - R&M INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00
02-558-316 STREET - TRAFFIC LIGHTS	0.00	0.00	0.00	0.00	0.00	0.00
02-558-317 STREET - ROAD PAINTING	0.00	0.00	0.00	0.00	0.00	0.00
02-558-318 STREET - SIDEWALKS	0.00	0.00	0.00	0.00	0.00	0.00
02-558-320 STREET - R&M BUILDING	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

02 -STREET FUND
 58-PUBLIC WORKS

41.67% OF YEAR COMPLETED

EXPENDITURES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>SERVICES</u>						
02-558-405 STREET - TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00
02-558-410 STREET - UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00
02-558-411 STREET - LIGHTS	0.00	0.00	0.00	0.00	0.00	0.00
02-558-415 STREET - LEGAL/PROFESSIONAL	0.00	0.00	0.00	0.00	0.00	0.00
02-558-420 STREET - DUES/SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0.00
02-558-425 STREET - TRAVEL/TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
02-558-455 STREET - CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00	0.00
02-558-465 STREET - SPEC PROJECT/EVENTS	0.00	0.00	0.00	0.00	0.00	0.00
02-558-499 STREET - MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
<u>MISCELLANEOUS</u>						
02-558-501 SALES TAX TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00
02-558-506 STREET - VEHICLE INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
02-558-510 STREET - EMPLOYEE APPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00
02-558-511 STREET - INTEREST EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
02-558-515 STREET - NISTOY DEBT PAYMENT	0.00	0.00	0.00	0.00	0.00	0.00
02-558-530 STREET - CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00
02-558-535 STREET - LEASE PAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00
02-558-536 STREET - LEASE PAYMENTS BLDG	0.00	0.00	0.00	0.00	0.00	0.00
02-558-540 STREET - SALES TAX ABLC	0.00	0.00	0.00	0.00	0.00	0.00
02-558-577 STREET - SALARY SURVEY IMP	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
<u>CAPITAL EXPENDITURES</u>						
02-558-601 STREET - VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00
02-558-608 STREET - EQUIPMENT PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00
02-558-612 STREET - OVERLAYS	0.00	0.00	0.00	0.00	0.00	0.00
02-558-613 STREET - CE SIDEWALKS	0.00	0.00	0.00	0.00	0.00	0.00
02-558-615 STREET - CE INFRASTRUCTURE	<u>2,500.00</u>	<u>20,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>20,000.00</u>
TOTAL CAPITAL EXPENDITURES	2,500.00	20,000.00	0.00	0.00	0.00	20,000.00
<u>OTHER</u>						
02-558-701 TRANSFER TO G.F.	0.00	0.00	0.00	0.00	86,250.00	86,250.00
02-558-703 GCC MATCH	0.00	0.00	0.00	0.00	0.00	0.00
02-558-705 TRANSFER TO DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
02-558-714 TRANS FOR CAPT-REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00
02-558-715 TRANS MATCH SIDEWALK PROJRCT	0.00	0.00	0.00	0.00	0.00	0.00
02-558-718 TRANSF TO GLO GRANT FUND118	0.00	0.00	0.00	0.00	0.00	0.00
02-558-719 TRANSFER TO CAPITAL FUND	0.00	0.00	0.00	0.00	0.00	0.00
02-558-721 TRANSFER TO 2018 BOND ISSUE	0.00	0.00	0.00	0.00	0.00	0.00
02-558-722 TRANS TO GF FOR ADMIN EXP	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER	0.00	0.00	0.00	0.00	86,250.00	86,250.00
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TOTAL 58-PUBLIC WORKS	2,500.00	20,000.00	0.00	0.00	86,250.00	106,250.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

02 -STREET FUND

63-ST-RT OF WAY MAINT

41.67% OF YEAR COMPLETED

EXPENDITURES	2024-2025					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>PERSONNEL SERVICES</u>						
02-563-105 RT OF WAY - SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
02-563-110 RT OF WAY - OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
02-563-115 RT OF WAY - LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
02-563-120 RT OF WAY - HURRICANE OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
02-563-135 RT OF WAY - FICA	0.00	0.00	0.00	0.00	0.00	0.00
02-563-140 RT OF WAY - HEALTH INS	0.00	0.00	0.00	0.00	0.00	0.00
02-563-141 RT OF WAY - INS SUBSIDY	0.00	0.00	0.00	0.00	0.00	0.00
02-563-145 RT OF WAY - WORKERS COMP	0.00	0.00	0.00	0.00	0.00	0.00
02-563-155 RT OF WAY - RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
02-563-185 RT OF WAY - PAYROLL ACCRUAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
<u>SUPPLIES</u>						
02-563-215 RT OF WAY - VEHICLE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
02-563-216 RT OF WAY - FUEL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
02-563-220 RT OF WAY - EQUIPMENT SUPPLIES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
<u>REPAIR & MAINTENANCE</u>						
02-563-310 RT OF WAY - R&M EQUIPMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
<u>MISCELLANEOUS</u>						
02-563-510 RT OF WAY - EMP APPRECIATION	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
<u>CAPITAL EXPENDITURES</u>						
02-563-610 RT OF WAY - VEHICLES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
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TOTAL 63-ST-RT OF WAY MAINT	0.00	0.00	0.00	0.00	0.00	0.00
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TOTAL EXPENDITURES	<u>2,500.00</u>	<u>20,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>86,250.00</u>	<u>106,250.00</u>
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REVENUE OVER/(UNDER) EXPENDITURES	<u>41,271.41</u>	<u>0.00</u>	<u>4,415.65</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
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CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

11 -COMMUNITY EVENTS

REVENUES	41.67% OF YEAR COMPLETED					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>PARKS & RECREATION</u>						
11-300-700 TRANSF FROM FUND BALANCE	0.00	0.00	0.00	0.00	17,950.00	17,950.00
11-300-701 TRANSFER FROM GF	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PARKS & RECREATION	0.00	0.00	0.00	0.00	17,950.00	17,950.00
<u>MISCELLANEOUS</u>						
11-300-800 MARKET DAYS REV-NOVEMBER	50,770.00	57,025.00	4,300.00	7.54	0.00	57,025.00
11-300-801 INTEREST INCOME	856.96	0.00	9.90	0.00	0.00	0.00
11-300-805 MARKET DAYS REV-MARCH	59,350.00	57,025.00	54,061.00	94.80	0.00	57,025.00
11-300-810 Event Sponsorship	9,700.00	10,000.00	5,000.00	50.00	0.00	10,000.00
11-300-815 HOC-VENDORS	0.00	0.00	0.00	0.00	0.00	0.00
11-300-820 OTHER EVENTS REVENUE	<u>0.00</u>	<u>0.00</u>	<u>1,250.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	120,676.96	124,050.00	64,620.90	52.09	0.00	124,050.00
TOTAL ????	120,676.96	124,050.00	64,620.90	52.09	17,950.00	142,000.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

11 -COMMUNITY EVENTS
 57-ECONOMIC DEVELOPMENT

41.67% OF YEAR COMPLETED

EXPENDITURES	2024-2025					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>PERSONNEL SERVICES</u>						
11-557-105	EVENTS - SALARIES	0.00	0.00	0.00	0.00	0.00
11-557-110	EVENTS - OVERTIME	0.00	5,000.00	0.00	0.00	5,000.00
11-557-135	EVENTS - FICA	0.00	0.00	0.00	0.00	0.00
11-557-140	EVENTS - HEALTH INS	0.00	0.00	0.00	0.00	0.00
11-557-141	EVENTS - INS SUBSIDY	0.00	0.00	0.00	0.00	0.00
11-557-145	EVENTS - WORKERS COMP	0.00	0.00	0.00	0.00	0.00
11-557-155	EVENTS - RETIREMENT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL PERSONNEL SERVICES	0.00	5,000.00	0.00	0.00	5,000.00
<u>SUPPLIES</u>						
11-557-205	EVENTS - GENERAL SUPPLIES	0.00	1,000.00	0.00	0.00	1,000.00
11-557-212	EVENTS - MAYORS APP DINNER	<u>11,451.74</u>	<u>6,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,000.00</u>
	TOTAL SUPPLIES	11,451.74	7,000.00	0.00	0.00	7,000.00
<u>REPAIR & MAINTENANCE</u>						
11-557-310	EVENTS - R&M EQUIPMENT	0.00	0.00	0.00	0.00	0.00
11-557-315	PROFESSIONAL PRINTING	5,000.00	5,000.00	0.00	0.00	5,000.00
11-557-316	HOC-CHARITABLE CONTRIBUTION	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL REPAIR & MAINTENANCE	5,000.00	5,000.00	0.00	0.00	5,000.00
<u>SERVICES</u>						
11-557-427	CONCERT IN THE PARK	52,817.40	25,000.00	0.00	0.00 (	25,000.00)
11-557-463	MARKET DAYS EXPENSE	1,100.00	5,000.00	0.00	0.00	5,000.00
11-557-464	HEART OF CHRISTMAS	20,443.75	20,000.00	19,113.23	95.57	20,000.00
11-557-465	FREEDOM FIREWORKS FESTIVAL	32,971.00	35,000.00	0.00	0.00 (	35,000.00)
11-557-466	VOLUNTEER APPRECIATION	0.00	0.00	0.00	0.00	0.00
11-557-476	BANK CREDIT CARD CHARGES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL SERVICES	107,332.15	85,000.00	19,113.23	22.49 (	60,000.00)
<u>MISCELLANEOUS</u>						
11-557-506	BUSINESS EXPENSE	0.00	0.00	0.00	0.00	0.00
11-557-510	Employee Appreciation	<u>1,020.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL MISCELLANEOUS	1,020.00	0.00	0.00	0.00	0.00
<u>CAPITAL EXPENDITURES</u>						
11-557-625	CAPITAL EXPENSE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
<u>OTHER</u>						
11-557-701	TRANSFER TO GENERAL FUND	0.00	22,050.00	0.00	0.00	77,950.00
11-557-721	TRANSFER TO FUND BALANCE	0.00	0.00	0.00	0.00	0.00
11-557-722	TRANSF LIVABLE CENTER STUDY	0.00	0.00	0.00	0.00	0.00
11-557-760	TRANSFER TO REC CENTER	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL OTHER	0.00	22,050.00	0.00	0.00	77,950.00
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	TOTAL 57-ECONOMIC DEVELOPMENT	124,803.89	124,050.00	19,113.23	15.41	17,950.00
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	TOTAL EXPENDITURES	124,803.89	124,050.00	19,113.23	15.41	17,950.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

13 -KEEP ANGELTON BEAUTIFUL

41.67% OF YEAR COMPLETED

REVENUES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>UTILITIES INCOME</u>						
13-300-300 KAB Grant Revenue	12,192.75	0.00	0.00	0.00	10,062.00	10,062.00
13-300-303 KAB-MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00	0.00
13-300-306 TRASH BAG REVENUE	<u>9,830.00</u>	<u>8,800.00</u>	<u>3,740.00</u>	<u>42.50</u>	<u>0.00</u>	<u>8,800.00</u>
TOTAL UTILITIES INCOME	22,022.75	8,800.00	3,740.00	42.50	10,062.00	18,862.00
<u>PARKS & RECREATION</u>						
13-300-701 TRANSFER FROM GENERAL FUND	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PARKS & RECREATION	0.00	0.00	0.00	0.00	0.00	0.00
<u>MISCELLANEOUS</u>						
13-300-800 INTEREST INCOME	1,012.05	100.00	27.96	27.96	0.00	100.00
13-300-804 KAB DONATIONS	41,985.50	39,000.00	14,782.00	37.90	0.00	39,000.00
13-300-805 DONATIONS	0.00	7,500.00	0.00	0.00	0.00	7,500.00
13-300-810 KAB AWARDS	0.00	0.00	0.00	0.00	0.00	0.00
13-300-811 TRANS FROM GF-COURT FINES	0.00	0.00	0.00	0.00	0.00	0.00
13-300-812 KAB-WASTE CONNECTION INCOME	6,000.00	6,000.00	1,500.00	25.00	0.00	6,000.00
13-300-813 PLANTER ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00
13-300-899 MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	48,997.55	52,600.00	16,309.96	31.01	0.00	52,600.00
<u>TRANSFERS</u>						
13-300-900 TRANSFER FROM FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
13-300-901 TRANSFER FROM GF BALANCE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ?????	<u>71,020.30</u>	<u>61,400.00</u>	<u>20,049.96</u>	<u>32.65</u>	<u>10,062.00</u>	<u>71,462.00</u>

AS OF: FEBRUARY 28TH, 2025

Item 16.

13 -KEEP ANGELTON BEAUTIFUL

00-ADMINISTRATION

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)					
		2023-2024	CURRENT	Y-T-D	PERCENT		AMENDED
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	BUDGET
<u>PERSONNEL SERVICES</u>							
13-500-105	KAB - SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
13-500-110	KAB - OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
13-500-115	KAB - LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
13-500-126	KAB - CERTIFICATION	0.00	0.00	0.00	0.00	0.00	0.00
13-500-135	KAB - FICA	0.00	0.00	0.00	0.00	0.00	0.00
13-500-140	KAB - HEALTH INS	0.00	0.00	0.00	0.00	0.00	0.00
13-500-145	KAB - WORKER'S COMP	0.00	0.00	0.00	0.00	0.00	0.00
13-500-155	KAB - RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
13-500-185	KAB - PARYOLL ACCRUAL	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES		0.00	0.00	0.00	0.00	0.00	0.00
<u>SUPPLIES</u>							
13-500-203	KAB - APPAREL	0.00	450.00	0.00	0.00	0.00	450.00
13-500-205	KAB - GENERAL SUPPLIES	6.00	1,000.00	0.00	0.00	0.00	1,000.00
13-500-206	KAB - EDUCATION SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
13-500-207	KAB - AWARDS & RECOGNITION	225.70	450.00	0.00	0.00	0.00	450.00
13-500-210	KAB - OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES		231.70	1,900.00	0.00	0.00	0.00	1,900.00
<u>REPAIR & MAINTENANCE</u>							
13-500-325	KAB - R&M OTHER	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REPAIR & MAINTENANCE		0.00	0.00	0.00	0.00	0.00	0.00
<u>SERVICES</u>							
13-500-406	KAB - CLEAN UP COST	19,277.57	11,174.00	8,199.80	73.38	0.00	11,174.00
13-500-407	KAB - BEAUTIFICATION	6,137.66	14,000.00	8,571.75	61.23	19,000.00	33,000.00
13-500-408	KAB - EDUCATION	240.40	500.00	0.00	0.00	0.00	500.00
13-500-420	KAB - DUES & SUBSCRIPTIONS	1,655.00	1,800.00	200.00	11.11	0.00	1,800.00
13-500-425	KAB - TRAVEL & TRAINING	151.80	9,000.00	0.00	0.00	(4,800.00)	4,200.00
13-500-430	KAB - PLANTER MAINTENANCE	0.00	1,000.00	0.00	0.00	0.00	1,000.00
13-500-455	KAB - CONTRACT LABOR	0.00	0.00	0.00	0.00	750.00	750.00
13-500-466	KAB - ADVERTISING	7,167.63	2,000.00	1,000.00	50.00	0.00	2,000.00
13-500-468	KAB - AWARD EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SERVICES		34,630.06	39,474.00	17,971.55	45.53	14,950.00	54,424.00
<u>MISCELLANEOUS</u>							
13-500-525	KAB - APPRECIATION BOARD	166.02	550.00	0.00	0.00	0.00	550.00
13-500-555	KAB - BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS		166.02	550.00	0.00	0.00	0.00	550.00

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

13 -KEEP ANGELTON BEAUTIFUL
 00-ADMINISTRATION

41.67% OF YEAR COMPLETED

		(----- 2024-2025 -----)					
		2023-2024	CURRENT	Y-T-D	PERCENT		AMENDED
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	BUDGET
<u>CAPITAL EXPENDITURES</u>							
13-500-605	KAB - CAPITAL EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
13-500-615	INFRASTRUCTURE CE	18,250.00	19,165.00	0.00	0.00	(19,165.00)	0.00
13-500-625	EQUIPMENT CE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES		18,250.00	19,165.00	0.00	0.00	(19,165.00)	0.00
<u>OTHER</u>							
13-500-700	TRANSFER TO FUND BALANCE	0.00	311.00	0.00	0.00	1,230.00	1,541.00
13-500-701	TR4ANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	13,047.00	13,047.00
13-500-717	TRANSFER TO FUND 117	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER		0.00	311.00	0.00	0.00	14,277.00	14,588.00
TOTAL 00-ADMINISTRATION		53,277.78	61,400.00	17,971.55	29.27	10,062.00	71,462.00
TOTAL EXPENDITURES		53,277.78	61,400.00	17,971.55	29.27	10,062.00	71,462.00
REVENUE OVER/ (UNDER) EXPENDITURES		<u>17,742.52</u>	<u>0.00</u>	<u>2,078.41</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

19 -CAPITAL EXP REVOLV FUND

41.67% OF YEAR COMPLETED

REVENUES	(----- 2024-2025 -----)					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
<u>PARKS & RECREATION</u>						
19-300-700 TRANSFER FROM FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PARKS & RECREATION	0.00	0.00	0.00	0.00	0.00	0.00
<u>MISCELLANEOUS</u>						
19-300-800 INTEREST REVENUE	6,954.75	0.00	147.42	0.00	5,000.00	5,000.00
19-300-801 2012 PIPE LINE REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
19-300-803 2013 PIPE LINE REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS	6,954.75	0.00	147.42	0.00	5,000.00	5,000.00
<u>TRANSFERS</u>						
19-300-901 TRANSFER FROM FUND BAL	0.00	0.00	0.00	0.00	92,275.00	92,275.00
19-300-902 TRANSFER FROM STREET FUND	0.00	0.00	0.00	0.00	0.00	0.00
19-300-903 TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00	0.00	0.00
19-300-960 TRANSFER FROM REC CENTER	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	92,275.00	92,275.00
TOTAL ????	6,954.75	0.00	147.42	0.00	97,275.00	97,275.00
	=====	=====	=====	=====	=====	=====

CITY OF ANGLETON
 DEPARTMENT MID-YEAR BUDGET REPORT
 AS OF: FEBRUARY 28TH, 2025

Item 16.

19 -CAPITAL EXP REVOLV FUND
 56-DEBT SERVICE

41.67% OF YEAR COMPLETED

EXPENDITURES	2024-2025					
	2023-2024 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	AMENDED BUDGET
SERVICES						
19-556-415 Legal / Professional	11,000.00	0.00	0.00	0.00	0.00	0.00
19-556-419 TRANSFER TO FUND BALANCE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SERVICES	11,000.00	0.00	0.00	0.00	0.00	0.00
TRANSFERS						
19-556-901 TRANSFER TO GEN FUND-LOAN	0.00	0.00	0.00	0.00	97,275.00	97,275.00
19-556-902 TRANSFER TO ST FUND-LOAN	0.00	0.00	0.00	0.00	0.00	0.00
19-556-903 TRANSFER TO WATER FUND-LOAN	0.00	0.00	0.00	0.00	0.00	0.00
19-556-941 TRANSFER TO UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00
19-556-960 TRANSFER TO REC CENTER	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	97,275.00	97,275.00
TOTAL 56-DEBT SERVICE	11,000.00	0.00	0.00	0.00	97,275.00	97,275.00
TOTAL EXPENDITURES	11,000.00	0.00	0.00	0.00	97,275.00	97,275.00
REVENUE OVER/(UNDER) EXPENDITURES	(4,045.25)	0.00	147.42	0.00	0.00	0.00

EXHIBIT B
BUSINESS FOR THE CITY COUNCIL
OF THE CITY OF ANGLETON

SUBJECT:

DISCUSSION AND POSSIBLE ACTION ON APPROVING ORDINANCE NO. 2025-___; AN ORDINANCE AMENDING THE 2024/2025 FISCAL YEAR BUDGET AT YEAR END BY AMENDING THE GENERAL FUND, STREET FUND, COMMUNITY EVENTS, KAB FUND, CAPITAL EXP REV FUND, AND MISCELLANEOUS MINOR FUNDS; DECLARING A PUBLIC NECESSITY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE.

REQUESTED BY: Susie J Hernandez

SUBMITTED BY: Susie J Hernandez

DATE SUBMITTED: March 6, 2025 FOR THE AGENDA OF: March 11, 2025

Expenditure Required: Not applicable.

Available Funding: Not applicable.

Attachments: Ordinance No. 2025-____

SUMMARY STATEMENT:

The following are the explanations to each fund:

The General Fund (01) had several increases and decreased to both Revenues and Expenses will make an adjustment of \$1,017,980.

The Street Fund (02) had several increases and decreases to both Revenues and Expenses will make an adjustment of \$86,250

The Community Event Fund (03) had several increases and decreases to both Revenues and Expenses will make an adjustment of \$17,950.

The KAB Fund (4) had several increases and decreases both Revenues and Expenses will make an adjustment of \$13,047.

The Capital Exp Rev Fund (5) had several increases and decreases both Revenues and Expenses will make an adjustment of \$97,275.

Amendments are required to keep our Department Budget in Balance and to make adjustments as we close our Fiscal year.

Recommendation: Approval required.