



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, SEPTEMBER 12, 2023, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CEREMONIAL PRESENTATIONS

1. Presentation of the Hispanic Heritage Month Proclamation.

EXECUTIVE SESSION

The City Council will hold executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

2. Discussion and possible action to consult with Attorney pursuant to Section 551.071 of the Texas Government Code; pending or contemplated litigation. (Civil Action No. 3:23-CV-282; Christopher Hill v. City of Angleton, Texas in the U.S. District Court Southern District of Texas- Galveston Division)

OPEN SESSION

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

CONSENT AGENDA

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

- [3.](#) Discussion and possible action to approve the Angleton Fire Department to perform the Fill the Boot Campaign to raise money for Muscular Dystrophy.
- [4.](#) Discussion and possible action on approving the June 13, June 21, and June 27, 2023, City Council meeting minutes.
- [5.](#) Discussion and possible action to approve the Financial Audit and Single Audit Engagement for fiscal year ending September 30, 2023, with Belt, Harris and Pechacek, LLLP, Certified Public Accountants.

PUBLIC HEARINGS AND ACTION ITEMS

- [6.](#) Conduct a Public Hearing, discussion and take possible action on Ordinance No 20230912-006 to adopt the Fiscal Year 2023-2024 Annual Budget for the City of Angleton, Texas for the Fiscal Year beginning on October 1, 2023, and ending on September 30, 2024; and declaring an effective date. **THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$500,229 OR 5.68%, AND OF THAT AMOUNT, \$317,213 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.**
- [7.](#) Conduct a Public Hearing to discuss Fiscal Year 2023-2024 Proposed Tax Rate.

REGULAR AGENDA

- [8.](#) Discussion and possible action to accept HDR Engineering's Letter of Recommendation to approve Matula and Matula Construction, Inc. for Bid 2023-06 2023 Concrete Paving & Maintenance.
- [9.](#) Update, discussion and possible action on the active Drought Contingency Plan Stages.
- [10.](#) Presentations given by Genasys and OnSolve Code Red for Request for Quotations for the City of Angleton's Mass Notification System.
- [11.](#) Discussion and possible action on awarding one of the two submissions for the Request for Quotation Mass Notification System.
- [12.](#) Discussion and possible action on a request to extend the expiration date of a preliminary plat of the Ashland Project Model Home Park, due to expire September 27, 2023.

- [13.](#) Update, discussion and possible action on the Henderson Road Improvement Project.
- [14.](#) Discussion and possible action on approving an interlocal agreement with Brazoria County for Fiscal Year 2023-2024 Street Overlays.
- [15.](#) Discussion and possible action on Resolution No. 20230912-015 nominating candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District.
- [16.](#) Discussion and possible action on approving Ordinance No. 20230912-016 amending the utility rate tables in Article III of Section 26 of the Code of Ordinances of the city of Angleton; revising and providing for an increase in the rates to be charged for utility services by the City of Angleton; providing for repeal of conflicting ordinances; providing a severability clause; providing for an open meetings clause and providing an effective date.
- [17.](#) Discussion and possible action on approving Ordinance No. 20230912-017 adopting the Final Project and Finance Plan for Tax Increment Reinvestment Zone No. 2.
- [18.](#) Discussion and possible action approving Ordinance No. 20230912-018 2023 Annual Service Plan Update for the public improvements in the Riverwood Ranch Public Improvement District (PID), and approving the updates to the 2023 Assessment Roll, in accordance with chapter 372 of the Texas Local Government Code.
- [19.](#) Discussion and possible action approving Resolution No. 20230912-019 authorizing the establishment of a Public Improvement District in the City of Angleton, Texas; authorizing publication of this resolution, calling a public hearing and providing for the preparation of a Service and Assessment Plan.

ADJOURNMENT

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

CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Thursday,

September 8, 2023, by 6:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/S/ Michelle Perez

Michelle Perez, TRMC

City Secretary

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

Office of the MAYOR

City of Angleton, Texas

Proclamation

WHEREAS, Hispanic Heritage Month has been traditionally celebrated nationwide every year since 1968 to honor the culture and contribution of both Hispanic and Latino Americans and to share their history, heritage, and accomplishments;

WHEREAS, President Lyndon B. Johnson issued the first presidential proclamation on September 17, 1968 declaring the first Hispanic Heritage Week and to have more time to properly observe and coordinate celebratory events and activities President Ronald Reagan passed a law on August 17, 1988 to extend Hispanic Heritage Week to Hispanic Heritage Month and President George H.W. Bush became the first president to declare September 15 through October 15 as Hispanic Heritage Month;

WHEREAS, September 15 is significant because it is the anniversary of independence for Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua with September 16 being the anniversary of independence for Mexico, September 18 for Chile, and September 21 for Belize;

WHEREAS, the contributions made by Hispanic Americans enrich our community with cultural, educational, and political influence because of their service as doctors, entrepreneurs, educators, public servants, leaders, colleagues, and friends;

WHEREAS, their values for service to others, respect for life and the environment, celebrating proud communities, and prioritizing family and faith has shaped our community's character beyond measure;

WHEREAS, City of Angleton encourages all residents to observe this month with appropriate ceremonies, activities, and programs that celebrate Hispanic heritage, recognize the impact Hispanic heritage has made to society, and reaffirm that diversity is one of our community's greatest strengths.

NOW, THEREFORE, I, John Wright, Mayor of the City of Angleton, Texas, along with the City of Angleton City Council, do hereby proclaim that September 15 through October 15 is recognized as:

"Hispanic Heritage Month"

PROCLAIMED this 12th day of September, 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 12, 2023

PREPARED BY: Scott Myers

AGENDA CONTENT: Discussion and possible action to approve the Angleton Fire Department to perform the Fill the Boot Campaign to raise money for Muscular Dystrophy.

AGENDA ITEM SECTION: Consent Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

This campaign is to raise money for Muscular Dystrophy and help send kids suffering from the condition to summer camps. This campaign has always been successful here in Angleton. This year we would like to shoot to perform this campaign on 9/23/23 with a backup date on 10/21/23. We will be soliciting donations by standing in the intersection of Cannon and Velasco between the hours of 9AM - 5PM.

Safety Precautions: All members will have reflective breakaway vests. Orange cones and signs will be placed on the yellow lines well before the intersection to make drivers aware. Truck will be positioned around the intersection also for awareness. No cadets will be in the intersections of Velasco, we will only use them on Cannon. A copy of MDA's and Angleton Fire's Certificate of Insurance Coverage has been attached to your agenda item for review.

AAEMC will also be helping us as well in between their calls. Same safety precautions exist for them.

RECOMMENDATION:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)	Item 3.
8/17/2023	

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER WinStar Insurance Group LLC 13625 Ronald W Reagan Blvd Bldg. 3, Suite 100 Cedar Park, TX 78613	CONTACT NAME: Leah Rex		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS: lrex@vfirstx.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Ins Co of Pittsburgh		19445
	INSURER B :		
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	10/15/2022	10/15/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	10/15/2022	10/15/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 EVIDENCE OF INSURANCE FOR THE FILL THE BOOT CAMPAIGN TO BE HELD ON 9/23/23

CERTIFICATE HOLDER CITY OF ANGLETON 121 SOUTH VELASCO ANGLETON, TX 77515	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER USI Insurance Services LLC 333 Westchester Ave, Suite 102 White Plains, NY 10604	CONTACT NAME: Amelia Jimenez PHONE (A/C, No, Ext): 516 419-4056 E-MAIL ADDRESS: amelia.jimenez@usi.com	FAX (A/C, No): 610 537-4552
	INSURER(S) AFFORDING COVERAGE	
INSURED Muscular Dystrophy Association, Inc. 161 N. Clark St. #3550 Chicago, IL 60601-0050	INSURER A: ACE American Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	*Firefighter				04/01/2023	04/01/2024	*See Desc of Operations

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *Firefighters Blanket Accident (Includes All active and retired Firefighters, Cadets, Firefighters in training, EMT's and military personnel while volunteering on behalf of the Policyholder) Limits: \$500,000 AD&D; Paralysis and Medical Included; \$1,000 Weekly Accident Indemnity; \$5,000,000 Aggregate; \$10,000 deductible applies.

For Informational Purposes Only.

CERTIFICATE HOLDER Muscular Dystrophy Association, 161 N. Clark St. #3550 Chicago, IL 60601-0050	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Item 3.



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 12, 2023

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action on approving the June 13, June 21, and June 27, 2023, City Council meeting minutes.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Approve the minutes of the Angleton City Council meeting of June 13, June 21, and June 27, 2023, City Council meeting minutes.

RECOMMENDATION:

Staff recommends Council approves the minutes as presented.



CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, JUNE 13, 2023 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, JUNE 13, 2023, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Wright called the Council Meeting to order at 6:01 P.M.

PRESENT

Mayor John Wright
 Mayor Pro-Tem Travis Townsend
 Council Member Cecil Booth
 Council Member Mark Gongora
 Council Member Terry Roberts
 Council Member Christiene Daniel

City Manager Chris Whittaker
 City Secretary Michelle Perez
 City Attorney Judith El Masri

PLEDGE OF ALLEGIANCE

Council Member Gongora led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

Kerry Cobb, Angleton Resident, who resides on W. Bronco Bend addressed Council and shared concerns regarding the draining of ditches on the Texas Department of Transportation (TxDOT) 288B side of the streets in his neighborhood and asked the city to reach out to TxDOT and get them involved. Mr. Cobb also shared concerns about the lack of lighting and noise in the neighborhood.

Darrell Whitton, Angleton Resident, who resides on W. Bronco Bend addressed Council concerning the drainage problem with the TxDOT ditches in his neighborhood, and the lack of lighting on the streets.

CEREMONIAL PRESENTATIONS

1. Administer Oath of Office to Terry Roberts, Council Member, Position 3 by Angleton Municipal Court Alternate Judge Mark Jones.

Angleton Alternate Judge Mark Jones administered the Oath to Terry Roberts for Angleton City Council Member, Position 3.

Council Member Roberts took his seat at the dais during this time.

2. Presentation of Mary Svoboda Day Proclamation.

Mayor Wright presented the Mary Svoboda Day Proclamation to Mary Svoboda on her retirement of 43 years as an educator in Angleton.

3. Ceremonial Presentation of June 2023 Keep Angleton Beautiful Yard of the Month and Business of the Month.

Tracy Delesandri, Keep Angleton Beautiful Chairwoman, presented the Yard of the Month to Chris and Sheila Edmonson and Business of the Month to Crystal Clear Pools and Spas.

CONSENT AGENDA

4. Discussion and possible action on waiving fees for the Juneteenth Mass Gatherings permit and permit use of Bates Park pavilion.
5. Discussion and possible action on approval of the City Council Minutes of April 25, 2023.

Upon a motion by Council Member Townsend and seconded by Council Member Daniel, Council approved consent agenda items 4. Discussion and possible action on waiving fees for the Juneteenth Mass Gatherings permit and permit use of Bates Park pavilion and 5. Discussion and possible action on approval of the City Council Minutes of April 25, 2023. The motion passed on a 6-0 vote.

PUBLIC HEARINGS AND ACTION ITEMS

6. Hold the required annual Public Hearing to receive comments regarding the 2023 Standards of Care for youth recreational programs the Angleton Parks and Recreation Department will operate. Discussion and possible action on Ordinance No. 20230613-006 amending and adopting the 2023 Standards of Care for Youth Programs by revising Chapter 17 – Parks and Recreation, Article 1. – In Genera, Section 17-3 Standards of care for youth recreational programs.

Megan Mainer, Director of Parks and Recreation presented the agenda item.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council opened the public hearing at 6:21 P.M. The motion passed on a 6-0 vote.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council closed the public hearing at 6:22 P.M. The motion passed on a 6-0 vote.

Upon a motion by Council Member Townsend and seconded by Council Member Roberts, Council moved to approve Ordinance No. 20230613-006 amending and adopting the 2023 Standards of Care for Youth Programs by revising Chapter 17 – Parks and Recreation, Article 1. – In Genera, Section 17-3 Standards of care for youth recreational programs. The motion passed on a 6-0 vote.

REGULAR AGENDA

7. Discussion and possible action on the election of Mayor Pro-Tem to serve a one-year term.

Upon a motion by Council Member Gongora and seconded by Council Member Daniel, Council moved to approve Council Member Townsend as Mayor Pro-Tem to serve a one-year term.

8. Presentation, update and discussion by Brazosport Water Authority (BWA) on the current and future area surface water supply and storage.

Ronnie Woodruff, Director of Brazosport Water Authority, addressed Council stated that they only have 2 months of water storage supply. Brazosport Water Authority (BWA), Dow and Local Industrial Users have just 2 months of reliable local storage and all need significantly more locally stored water for reliable supply, both now and in the future. The State of Texas models and Dow’s modeling both indicate that there needs to be at least 6 months of storage. Texas Commission on Environmental Quality (TCEQ) requires all surface water users to maintain a minimum of 120 days of storage. In 2022 BWA’s 1960 water rights were curtailed for 5 months, and BWA surface pumping curtailment forced BWA reliance on Dow’s obtained short term contracts. Dow’s stored water has been managed with short-term Brazos River Authority (BRA) contracts and these contracts have become increasingly unreliable. They will, at some point, be unavailable in the very near future. Dow was only able to obtain half the volume in 2023 than was obtained in 2022. Completion of BWA’s two phase Brackish Desal Project and acquisition of Rosenberg’s BRA Contact helps secure some of the current demand but fails to meet full need in a repeat of 2011 drought. BWA capability, with brackish desal and the Rosenberg BRA water, falls significantly short of meeting local municipal growth needs and/or the needs projected to result from eventual subsidence pumping constraints. Industrial users, like BWA, need action to assure the ability to produce and sustain our local economies.

Tim Finely, Brazosport Water Authority, addressed Council and presented a chart of a summary of a reliability model. The chart indicates that all the local municipalities together need approximately 170,000 acres of foot worth of water to keep local supply, businesses and industry running. BWA has been working since 2011 when 2200 acres was purchased North of existing Harris to put plans together to build 50,000ft reservoir. The reservoir will be three square miles of water with a levee around it with water 30

feet deep. This will allow 4 months of storage with 2 months of storage in both already existing reservoirs. Mr. Finely presented a graph titled “Water Availability Model Results” with the Harris Reservoir Expansion and the results show the gaps closing for the demand of water.

Mr. Woodruff addressed Council and stated that DOW and BWA have been working on this to come up with a solution to firm up the water supply. BWA and DOW formed the Brazosport Water Supply Corporation that BWA controls. BWA has two board members and DOW has two board members. The Harris Reservoir will be 15% owned by BWA and 85% owned by DOW and that will give BWA the desired amount of storage. Mr. Woodruff presented a slide titled “Projected BWA Water Rate Impacts for Proposed Harris Reservoir Expansion Project” and stated BWA is predicting a .15 cent increase for four years then .16 cents increase for 3 years, and .19 cents increase for the final year with a total increase of \$1.17 over an 8-year period for every 1000 gallons. Mr. Woodruff stated the best and cheapest way to fund this project will be with the Texas Water Development Board. He presented a slide titled “Current project Schedule” and went over the upcoming dates for the scheduled project.

9. Presentation and discussion by Gulf Coast Transit District to eliminate fixed route service in Angleton and offer on demand service for all riders.

Ted Ross, with Gulf Coast Transit District gave a presentation.

The Gulf Coast Transit District (GCTD) is proposing to eliminate fixed route service in Angleton and offer on demand service for all riders. The proposed transportation will be more efficient, offer riders more flexibility, and greatly reduce wait times. The software platform is Sparelabs and is being used in transit agencies across Texas. The outcome has been anywhere from 50 to 200 percent increase in ridership due to the growing desire for door-to-door service. This is a one-year pilot project to assess the effectiveness of this service across both Brazoria and Galveston Counties and the cities of Angleton, Clute, Lake Jackson, Freeport, Dickinson, La Marque, Texas City, San Leon, and Bacliff. GCTD is currently canvassing their partner agencies and riders to receive feedback and have scheduled public meetings in both counties for public response and feedback. GCTD will request to come back to the City Council after the public comment period to ask for the City Council to vote on a resolution of support for this new service and provide the council with the public comments.

Mr. Ross stated the cost for the rider remains the same. The rider with a disability will have lower costs. Using the current fleet but will have new fleet coming in.

Mayor Pro-Tem Townsend shared his concerns of the transition for the public from fixed routes to an on-demand service. Mr. Ross stated meetings are being offered in the community, advertisements, and flyers to get the word out.

10. Presentation, discussion and possible action on the feasibility study for the new/existing animal control facility presented by McClemore Luong.

Ryan McLemore with McLemore Luong Architects, gave a presentation. Mr. McLemore gave a PowerPoint of the 3 possible plans and locations. Plan 1 is an existing site at 525 S. Anderson St. (Approx 0.922 AC), Plan 2 is a new facility at 535 S. Anderson St. (Approx 2.167 AC) next to the existing facility, and Plan 3 is a new facility at the intersection of Dwyer St. and S. Velasco St. (Approx 1.920 AC).

Council recommended Plan 2 with building a full facility and phase it out, keeping the existing building as the phase out is completed of the new building. The Council asked staff to return with phases and funding options.

11. Update and discussion on the King Municipal Operations Center.

Brett Bowels with iAD Architects, gave a presentation on the King Municipal Operations Center. Mr. Bowels gave a PowerPoint on the proposed site plan and spoke on the security of the building.

Councilmember Booth requested secured entrances for the front desk employees.

12. Discussion and possible action to approve funding for dirt hauling, spreading, and grading for BG Soccer Complex, Police Department firing range, Lakeside Park, and Reuben Welch Park.

Megan Mainer, Director of Parks and Recreation gave a presentation. Ms. Mainer introduced pricing proposals for the following scenarios.

Proposal 1: Purchase and haul dirt to BG Soccer Complex, Police Department firing range, Lakeside Park, and Reuben Welch Park. a. Proposal - \$270,000; Proposal 2: Haul dirt from Freedom Park to BG Soccer Complex, Police Department firing range, Lakeside Park, and Reuben Welch Park. a. Proposal - \$135,507 (This is based on price per load. Costs could be more or less depending on compaction rate of the dirt.); Proposal 3: Spread and grade dirt per engineered drawings. a. BG Peck Soccer Complex - \$ 230,815.50+ b. Police Department Firing Range - \$125,476.05 c. Lakeside Park - \$132,117.70 d. Reuben Welch Park - \$53,403. Proposals exclude spreading, grading, irrigation adjustments, hydro mulching/sod, etc.

Ms. Mainer provided a chart with pricing for each location that included the individual and total pricing for Dirt Hauling and Spreading and Grading.

LBG Peck Soccer Complex with \$48,360 for dirt hauling and \$230,815.50+ (\$1500 mobilization/field) for spreading and grading with a total of \$279,175.50+; PD Firing Range with \$37,588 for dirt hauling and \$125,476.05 for spreading and grading with a total of \$163,064.05; Lakeside Park with \$33,360 for dirt hauling and \$132,117.70 for spreading and grading with a total of \$165,477.70; and Reuben Welch Park with \$16,199 for dirt hauling and \$53,403 for spreading and grading for a total of \$69,602.

Upon a motion by Mayor Pro-Tem and seconded by Council Member Roberts, Council moved to approve hauling dirt from Freedom Park North Track to LBG Soccer Complex and pull funds from the Angleton Better Living Corporation (ABLC) fund balance. The motion passed on a 6-0 vote.

13. Update and discussion on the Sanitary Sewer Project.

Hector Renteria, Assistant Director of Public Works gave a presentation on the Sanitary Sewer updates. Mr. Renteria discussed Lift Station Rehabilitations: Lift Station #7 originally had a wet/dry pit design. The dry well was eliminated, and new submersible pumps were installed. The electrical and instrumentation were also upgraded; Lift Station #1 originally had a wet/dry pit design. The dry well was eliminated, and new submersible pumps were installed. The electrical and instrumentation were also upgraded; Lift Station # 9 was rehabilitated under an emergency. There were pump failures and issues with the discharge plumbing. All these components were upgraded; Lift Station #47 was struck by lightning in a recent storm that caused VFD failures. The timeline on the acceptance of this station has brought us past the warranty period and in the process of repairing/replacing components within this station. There will also be a lighting protection device installed at this station. Mr. Renteria gave an update on the Inflow and Infiltration Study (I&I) and stated the lift station rehabilitation process has been extremely effective in the operation of the collection system. However, there are major issues of inflow and infiltration, or water getting into the pipes that do not belong there. The City contracted with Duke's to conduct a I & I study in the Basin 25 area. Once the data comes back, we will be able to pinpoint certain areas for repairs that will greatly reduce the amount of water getting into this portion of the collection system. Mr. Renteria gave an update on Bioremediation and stated the functionality has improved of many of the lift stations in the collection system. However, there are still some lingering odor issues in areas. The City has been exploring bioremediation and has had some great experiences with it. With this treatment it will eliminate, or greatly reduce, grease, biosolids, and odors. It will even improve treatment all the way at the Wastewater Treatment Plant (WWTP) if dosed correctly. Mr. Renteria gave an update on Wastewater SCADA and stated the City has installed the hardware at the offsite lift stations. The final hardware for the WWTP is being completed soon. We have determined proper operations of all systems so the programming can be completed. Mr. Renteria gave an update on the Wastewater Treatment Plant and stated basin cleaning, and diffuser replacement, will continue. There are also other various repairs and replacements that they are working through. Mr. Renteria gave an update on Upcoming Projects and stated they are working with HDR Engineering to get many various repairs and replacements packaged into one project. This will provide a better pricing for the following projects that are going to be spread around the city: Cedar St - Downing to Pecan, Shady Lane, Grove/Vine/Southside, Lorraine, Wilkins/Valderas, and W Ash/Parrish.

14. Discussion and possible action on approving the recommended streets to be added to the Street Bond Project - Package III.

John Peterson with HDR gave a presentation on approving the recommended streets to be added to the Street Bond Project - Package III.

Staff has requested that HDR provide costs for different sections of street that require repairs and can be included in the Street Bond Project - Package 3. The streets that the City has identified are as follows: City Wide Maintenance Project that will allow the City to repair sections of roadway that are in poor condition and extend the life of the

existing roadway. Also, there are stripping needs (sidewalk crossings, stop bars, school zones, etc.) through the City that require maintenance. Staff has recommended that the City fund \$300,000 for City wide small point repairs and \$50,000 for stripping throughout the City; Parrish Street – Live Oak to SH 35 (Approximately 1,600 Linear Feet) the street will be constructed to the City standard 28' wide 7" thick but will be an elevated concrete roadway due to existing site conditions and downstream outfall elevation. Storm sewer will be installed to close in the open ditches on the east and west side of Parrish Street. Sidewalk will be installed on the east side (only) on Parrish Street to increase the connectivity of the community, safety, and access to existing bus stops in the area. The existing water line has already been replaced and the sanitary sewer is PVC. Total Project cost for this segment is \$2,000,000; Parrish Street – Live Oak to Miller (Approximately 975 Linear Feet) the City had previously rehabbed Miller Street and placed sidewalks along it to connect to the first bus stop on Parrish. Staff recommends continuing the rehabilitation to connect Miller Street Improvements to the proposed Parrish Street Improvements beginning at Live Oak to State Highway 35. The street will be constructed to the City standard 28' wide 7" thick but will be an elevated concrete roadway due to existing site conditions and downstream outfall elevation. Storm sewer will be installed to close in the open ditches on the east and west side of Parrish Street. A sidewalk will be installed on the east side (only) on Parrish Street to increase the connectivity of the community, safety, and access to existing bus stops in the area. The existing water line is also included to be replaced with an 8" water line. Total Project cost for this segment is \$1,700,000; Locust – TJ Wright to Loop 274 (Approximately 825 Linear Feet) this will connect to the new improvements made at the intersection of Locust and Loop 274 which is a signalized crossing. The street will be constructed to the City standard 28' wide 7" thick but will be an elevated concrete roadway due to existing site conditions and downstream outfall elevation. Storm sewer will be installed in the open ditches on the north and south side. A sidewalk will be installed on the south side (only) on Parrish Street to increase the connectivity of the community, safety, and access to a signalized intersection at Loop 274. The existing water line is undersized and is old. It will be replaced with a new 8" water line. No sanitary sewers are along the roadway. Total Project cost for this segment is \$1,100,000; Western Avenue – Entire roadway (Approximately 3,600 Linear Feet) this project will replace the entire asphalt roadway with 7" thick concrete pavement. Due to existing field conditions and available outfall depth the roadway cross section must remain elevated with open ditches. Driveway aprons will remain asphalt due to outfall elevations and culvert elevations. Culverts will be removed and replaced with correctly sized storm sewer. No sidewalks are included in this price. The project cost for this section is approximately \$3,323,700.00; and Silver Saddle – East side 205 to Bronco Bend (Approximately 750 Linear Feet) this project will widen to match the east side of the roadway (18') and replace the existing roadway on the west side of Silver Saddle with an elevated asphalt pavement section. Also included will be minor drainage improvements to increase the life expectance of the roadway. Temporary paving will be required to be installed due to the small width of the existing roadway to allow for residents to have access to their property and also to provide access for emergency services. There is no sidewalks included in this cost. The project cost for this section is approximately \$371,600.00.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council approved the City-Wide maintenance project up to \$350,000, Parrish Street – Live Oak to Miller up to 1.7 Million, and Silver Saddle – East side 205 to Bronco Bend up to \$371,600.00 to be added to the Street Bond Project - Package III with the remaining balance to be allocated to Locust – TJ Wright to Loop 274. The motion passed on a 6-0 vote.

15. Presentation, discussion and possible action on the percentage for Homestead Exemption, the Over 65 Exemption and Disabled Person Exemption from AD Valorem Taxes.

Phil Conner, Director of Finance, gave a presentation on the percentage for Homestead Exemption, the Over 65 Exemption and Disabled Person Exemption from AD Valorem Taxes. Mr. Conner gave an analysis of a 2%, 3%, 4% and 5% local general homestead option using 2023 preliminary values and the adopted tax rate from 2022. Angleton currently has a 2% local general homestead option. The difference between 2% and 3% exemption is \$48,648. The analysis includes analysis of the Over 65 and Disabled Persons exemptions. The city currently exempts \$50,000 of appraised value for both Over 65 and Disabled Persons. If the Council were to choose to increase Over 65 from \$50,000 to \$75,000 it would cost \$243,946 in property tax revenue. To increase the Disabled Persons exemption from \$50,000 to \$75,000 the City would lose \$18,563 property tax revenue.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Booth, Council approved to increase the Homestead Exemption to 3%, increase Over 65 Exemption to \$55,000 (10%), and increase Disabled Person Exemption to \$55,000 (10%). The motion passed on a 6-0 vote.

16. Discussion and possible action on approving mobile town hall meetings for City Council to engage and assess the needs in different areas of the community.

The council discussed holding mobile town hall meetings quarterly in different areas of the community to engage with the residents and address the issues and concerns in their neighborhood. The council directed the City Secretary to put a flyer on the website requesting the residents of Angleton to sign up to host a town hall meeting in their neighborhood with a location chosen such as a school or church.

Upon a motion by Mayor Pro-Tem Townsend and seconded by Council Member Roberts, Council approved staff to develop a program to have 2-3 Town Hall meetings a year in different areas of the City. The motion passed on a 6-0 vote.

17. Discussion and possible action on approving Ordinance No. 20230613-017 a Natural Gas Franchise Agreement with Universal Natural Gas, LLC. for the Windrose Green Subdivision.

This agenda item was pulled from the agenda to discuss at a future meeting.

EXECUTIVE SESSION

The City Council convened into executive session at 10:20 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

18. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Parks & Recreation Board, Angleton Better Living Corporation)

OPEN SESSION

The City Council adjourned Executive Session, reconvened into Open Session at 10:39 P.M. pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

18. Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Parks & Recreation Board, Angleton Better Living Corporation)

Upon a motion by Council Member Daniel and seconded by Council Member Booth, Council approved the appointment of Mayor Pro-Tem Townsend to the Angleton Better Living Corporation (ABLC) to fill an unexpired term ending October 2023; appoint Mindy Burch as Alternate to the Board of Adjustment (BOA) to fill an unexpired term ending October 2024 and appoint Luis Leija to the Parks and Recreation Board (P&R) to fill an unexpired term ending October 2023. The motion passed on a 6-0 vote.

ADJOURNMENT

The meeting was adjourned at 10:40 P.M.

These minutes were approved by Angleton City Council on this the 12th day of September, 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



CITY OF ANGLETON
CITY COUNCIL SPECIAL AGENDA
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
WEDNESDAY, JUNE 21, 2023 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON WEDNESDAY, JUNE 21, 2023, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Wright called the Council Meeting to order at 6:00 P.M.

PRESENT

Mayor John Wright
 Mayor Pro-Tem Travis Townsend
 Council Member Cecil Booth
 Council Member Mark Gongora
 Council Member Terry Roberts
 Council Member Christiene Daniel

City Manager Chris Whittaker
 City Secretary Michelle Perez

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

EXECUTIVE SESSION

The City Council held an executive session at 6:01 P.M. pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

1. Deliberation regarding real property, pursuant to Section 551.072 of the Texas Government Code.

OPEN SESSION

The City Council adjourned Executive Session and reconvened into Open Session at 6:39 P.M. pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

1. Deliberation regarding real property, pursuant to Section 551.072 of the Texas Government Code.

Upon a motion by Council Member Roberts and seconded by Council Member Daniel, Council approved the authorization of the City Manager to negotiate the purchase price of real property. The motion passed on a 6-0 vote.

ADJOURNMENT

The meeting was adjourned at 6:40 P.M.

These minutes were approved by Angleton City Council on this the 12th day of September, 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



CITY OF ANGLETON
CITY COUNCIL MINUTES
 120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
 TUESDAY, JUNE 27, 2023 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, JUNE 27, 2023, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Pro-Tem Townsend called the Council Meeting to order at 6:00 P.M.

PRESENT

Mayor Pro-Tem Travis Townsend
 Council Member Cecil Booth
 Council Member Mark Gongora
 Council Member Terry Roberts
 Council Member Christiene Daniel

City Manager Chris Whittaker
 City Attorney Judith El Masri
 City Secretary Michelle Perez

ABSENT

Mayor John Wright

PLEDGE OF ALLEGIANCE

Council Member Gongora led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CONSENT AGENDA

1. Discussion and possible action approving Resolution No. 20230627-001 changing the authorized official to Angleton Police Department Chief Lupe Valdez on a grant application to the Texas Governor's Office, Criminal Justice Division, Justice Assistance Grant Program for the Records Management System Update Project.

2. Discussion and possible action to fund a sidewalk installation from Heritage Court to Lakeside Park for accessibility and connectivity through parkland dedication fees.
3. Discussion and possible action to fund Fiscal Year 2022-2023 American with Disabilities Act (ADA) Self-Evaluation and Transition Plan action items identified in Angleton parks through parkland dedication fees.
4. Discussion and possible action on Ordinance No. 20230627-004 adopting a percentage-based homestead exemption from ad valorem taxes and amending Chapter 24 Taxation, Article III Residence Homestead Exemptions, Section 24-31 Homestead Exemption for the Elderly and Section 24-32 Homestead Exemptions for Certain Disabled Persons of the City of Angleton Code of Ordinances; providing for severability clause; providing for a penalty and providing for repeal and effective date.

Council Member Booth requested to remove Consent item No. 2 for discussion.

Upon a motion by Council Member Booth and seconded by Council Member Daniel, Council approved consent agenda items 1. Discussion and possible action approving Resolution No. 20230627-001 changing the authorized official to Angleton Police Department Chief Lupe Valdez on a grant application to the Texas Governor's Office, Criminal Justice Division, Justice Assistance Grant Program for the Records Management System Update Project; 3. Discussion and possible action to fund Fiscal Year 2022-2023 American with Disabilities Act (ADA) Self-Evaluation and Transition Plan action items identified in Angleton parks through parkland dedication fees; and 4. Discussion and possible action on Ordinance No. 20230627-004 adopting a percentage-based homestead exemption from ad valorem taxes and amending Chapter 24 Taxation, Article III Residence Homestead Exemptions, Section 24-31 Homestead Exemption for the Elderly and Section 24-32 Homestead Exemptions for Certain Disabled Persons of the City of Angleton Code of Ordinances; providing for severability clause; providing for a penalty and providing for repeal and effective date. The motion passed on a 5-0 vote. Mayor Wright was absent.

2. Discussion and possible action to fund a sidewalk installation from Heritage Court to Lakeside Park for accessibility and connectivity through parkland dedication fees.

Upon a motion by Council Member Booth and Seconded by Council Member Roberts, Council approved to fund a sidewalk installation from Heritage Court to Lakeside Park for accessibility and connectivity through parkland dedication fees. The motion passed on a 5-0 vote. Mayor Wright was absent.

REGULAR AGENDA

5. Discussion and possible action on an agreement with Schneider Electric for an Investment Grade Audit to determine the scope of work, guaranteed savings amount, energy conservation measures and project price for a comprehensive improvement project.

Chris Whittaker, City Manager introduced the agenda item to Council.

Debra Jones, Sr. Energy Solutions Specialist with Schneider Electric addressed Council and stated the agreement being considered for approval is for the needs of the wastewater plant. The contract is being brought to Council in three phases. The three phases are 30%, 60% and 90% of the recommended scope of work. In each phase the contract will be presented to Council for consideration on what scope Council plans to pursue and recommendations. The first contract will be brought back to Council in 12 weeks. Once the third contract is approved the drawings will be finalized and begin with the construction. The development is expected to take 6-9 months with a 2024 delivery of the design. The approval of the agreement will kick off the first phase.

Upon a motion by Council Member Gongora and seconded by Council Member Roberts, Council approved an agreement with Schneider Electric for an Investment Grade Audit to determine the scope of work, guaranteed savings amount, energy conservation measures and project price for a comprehensive improvement project. The motion passed on a 5-0 vote. Mayor Wright was absent.

6. Discussion and possible action on Resolution No. 20230627-006 granting consent to the creation of Brazoria County Municipal Utility District No. 82 per the development agreement with Anchor Holdings MP, LLC and Wildrock Holdings with the City of Angleton, Texas for the Ashland Development.

Otis Spriggs, Director of Development Services presented the item. Mr. Spriggs stated that in accordance with ARTICLE II, Section 2.02, the City Angleton, on the same date it approved the Ashland Development Agreement, consented to the creation of Brazoria County Municipal Utility District 82 ("District"), and authorized the creation of additional MUDs by way of division by the District. The City agreed to adopt a consent resolution approving the creation of Brazoria MUD 82 within (30) thirty days of the Effective Date (June 6, 2023). In the executed version it is stated that the Developer may perform any of its obligations under the Development Agreement, by, with, or on behalf of the District, or any other MUD created by the District, is entitled to develop its facilities in accordance with the terms and standards contained in the Development Agreement. The Brazoria County Municipal Utility District No. 82 has been created over approximately 911.12 acres of land located partially within the extraterritorial jurisdiction of the City of Angleton, Texas (the "City"). The purpose of the District is for the purchase, construction, extension, improvement, maintenance and operation of a waterworks and sanitary sewer system and a storm and drainage system, recreational facilities (if allowed by applicable law), road facilities and, subject to the laws of the State of Texas and the rules of the Texas Commission on 26 Item 6. Environmental Quality, firefighting facilities, as described in the executed development agreement.

Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council approved Resolution No. 20230627-006 granting consent to the creation of Brazoria County Municipal Utility District No. 82 per the development agreement with Anchor Holdings MP, LLC and Wildrock Holdings with the City of Angleton, Texas for the Ashland Development. The motion passed on a 4-1 vote with Mayor Pro-Tem Townsend opposed. Mayor Wright was absent.

7. Discussion and possible action on the approval of a Final Plat for Angleton Park Place Subdivision Section 1.

Otis Spriggs, Director of Development Services presented the item. Mr. Spriggs stated this project is a manufactured home subdivision and is not a manufactured home park and consists of 50 lots, 4 blocks, 6 reserves on a 17.72-acre site. The preliminary plat for Angleton Park Place, Section 1 was previously approved by the Planning and Zoning Commission and City Council in April 2023. The applicant, Mike Morgan, purchased the adjacent lot and will construct two entrances on E. Phillips Road. This change triggered the subdivision preliminary and final plats to be resubmitted as revised. The City Engineer has reviewed the submitted Final Plat for Angleton Park Place Subdivision, Section 1. The city Engineer has stipulated: 1. The Angleton Drainage District (ADD) provided a letter of approval, dated June 21, 2022, with stipulations noted and the Property Owner shall follow the provisions noted in the letter regarding additional structures added to the site in the future. Additionally, improvements shown to discharge into ADD facilities shall be reviewed, inspected, and approved as part of the proposed construction. It is noted that the portion referencing the development of the unimproved roadway no longer applies; however, it is noted in the letter that minimal flow is within Ditch 0 and it is being captured by a storm sewer system. Otherwise, Engineering has no objections to this Final Plat for Angleton Park Place Section 1. Local Government Code (LGC) Section 212.005 "Approval by Municipality Required," states: The municipal authority responsible for approving plats must approve a plat or replat that is required to be prepared under this subchapter and that satisfies all applicable regulations."

Upon a motion by Council Member Booth and seconded by Council Member Roberts, Council approved a Final Plat for Angleton Park Place Subdivision Section 1. Subject to the approval of the Development Agreement. The motion passed on a 5-0 vote. Mayor Wright was absent.

8. Discussion and possible action on the approval of a Final replat for PT Patrick Thomas Estate, for a 7.732 -acre subdivision, 1-Block, 2 Lots, 1 Reserve.

Otis Spriggs, Director of Development Services presented the item. Mr. Spriggs stated the latest action by City Council, after the recommendation of approval by the Planning Commission, the Council on January 24, 2023, voted (5-0) to approve the preliminary plat subject to the waiver of the right of way preservation requirement; however, for the submission of the Final Plat, the applicant is asking that the 5 ft. of right of way dedication be approved in order to accommodate sidewalks within the right of way. The City Engineer reviewed the final plat and documented 2 textual comments in which they have been corrected and resubmitted by the applicant. Staff was able to clear said comments; however, due to Angleton Drainage District (ADD) meeting schedule, obtaining an updated approval will be delayed and Staff is recommending approval conditioned upon the applicant meeting ADD final approval.

Upon a motion by Council Member Roberts and seconded by Council Member Booth, Council approved a Final replat for PT Patrick Thomas Estate, for a 7.732 -acre

subdivision, 1-Block, 2 Lots, 1 Reserve. The motion passed on a 5-0 vote. Mayor Wright was absent.

9. Update, discussion and possible action on the Stasny Ranch Development for a proposed 331-acre residential development, including (79) ½-acre lots and (157) 1-Acre Lots located at the northwest intersection of SH 288 and SH 35.

Otis Spriggs, Director of Development Services introduced the item.

Parke Patterson, with Behrens Land Group gave addressed Council and stated they are the potential buyers of the property. Mr. Patterson stated they plan to have between 236-250 .5 acre lots and 1 acre lots, 50/50. They are continuing to work with the land plan to work around the drainage, trees, and roadway so the numbers will change just a little. He stated at the direction of staff to move to the County they have had meetings with the County Commissioner and engineering staff, and they are in full agreement and support of the plan. When the project is completed and developed the streets will be public streets and the County will accept and maintain the streets subject to the County's street regulations. Mr. Patterson stated per Senate Bill 3083 effective September 1, 2023, upon closing of the land, there will be a request that the strip of land approximately 260' wide west of and parallel to Hwy. 288, be de-annexed from the city limits, for the following reasons: confusion on jurisdictional oversight - city or county; tax bills from two entities for only portions of lots; confusion on city services (water/sewer/police/fire/library, etc.) for portions of lots in the city; neighbors in the same subdivision paying different tax rates to different entities; and confusion on calls for responses by police and fire for portions of lots.

Discussion took place between Mr. Patterson, Staff and Council regarding city water services and Mr. Patterson stated they will be exploring building their own water plant to save time and cost. Wastewater will not be needed as each lot will have septic tanks owned by a private entity to offer as a service. Discussion took place regarding parkland dedication fees. Council discussed the buyers of these homes will not be in the city limits of Angleton, but they will be part largely involved in the community of Angleton and will be utilizing the sports fields.

No action was taken.

EXECUTIVE SESSION

The City Council will hold executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

10. Deliberation regarding real property, pursuant to Section 551.072 of the Texas Government Code.

No Executive Session was held.

ADJOURNMENT

The meeting was adjourned at 7:01 P.M.

These minutes were approved by Angleton City Council on this the 12th day of September, 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 9/12/23

PREPARED BY: Phill Conner

AGENDA CONTENT: Discussion and possible action to approve Financial Audit and Single Audit Engagement for FYE September 30, 2023.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$63,720 **FUNDS REQUESTED:** \$63,720

FUND: 01-515-415

EXECUTIVE SUMMARY:

Belt, Harris and Pechacek, LLLP, Certified Public Accountants have provided an engagement letter to complete the Financial and Single Audits for Fiscal Year Ended September 30, 2023.

This firm has completed the Financial Audit for the last 14 years and is familiar with the City's business and Fund structure.

RECOMMENDATION:

Staff recommends council approve the Engagement Letter with Belt, Harris and Pechacek, LLLP, Certified Public Accountants to complete Financial Audit and Single Audit.



Engagement Letter - Single Audit

September 5, 2023

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

We are pleased to confirm our understanding of the services we are to provide for the City of Angleton, Texas (the "City") for the year ended September 30, 2023, with the option to renew for each of the four subsequent fiscal years.

Audit Services

We will audit 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 City as of and for the year ended September 30, 2023, with the option to renew for each of the four subsequent fiscal years.

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

1. Angleton Better Living Corporation: Blended, No Separate Financial Statements
2. Tax Increment Reinvestment Zone #1: Blended, No Separate Financial Statements
3. Tax Increment Reinvestment 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

Accounting standards generally accepted in the United States of America (GAAS) provide for certain Required Supplementary Information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

2. Budgetary Comparison Schedule(s)
3. Pension Schedule(s) as applicable
4. OPEB Schedule(s) as applicable

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

1. Combining Statement(s) and Schedule(s)
2. Budgetary Comparison Schedule(s)
3. Schedule of Expenditures of Federal Awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Introductory Section

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. 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. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on---

1. Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
2. Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance").

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an avoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Audit Procedures-Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion

will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

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, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related disclosures of the City in conformity with GAAP and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related disclosures services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Nonaudit Services

In connection with the engagement, we will perform services unrelated to our attest function. The additional services we will provide include:

1. **Preparation of Documents**
We will assist in preparing the financial statements and related notes of the City in conformity with GAAP based on information provided by the City.
2. **Advisory Services**
We will provide routine advisory services through phone calls, conferences, or otherwise, in connection with incidental matters arising during the year. We encourage open lines of communication throughout the year as part of our services.
3. **Correspondence**
We will handle all normal correspondence from grantor, regulatory, or oversight agencies related to the audit.
4. **Professional Proofing**
To ensure documents issued in connection with the audit engagement are professional in appearance, we will submit both client-prepared information, as well as documents created entirely by the auditor, to an independent professional proofreader for a cover-to-cover inspection. This review will include consistent formatting, grammar, logic, and any other items that may detract from the document. This process is over and above technical reviews performed.

5. Printing and Binding

All final hard copy documents will be printed on a 1200 dpi or better resolution copier and bright white report paper. Reports will be bound with GBC-brand plastic combs with 30 mil oversized covers. We will manually inspect each page from one document and spot check remaining reports for printing errors. Our reports will be centered, properly aligned, and free of smudges and other detracting elements.

6. Electronic Adobe Searchable PDF

In addition to providing hard copy documents, we will also provide all final documents in electronic image files in Adobe PDF format, suitable for posting in electronic agenda packages, posting on websites, or transmitting by email to regulatory agencies.

7. Client Portal - Auditbox

We will provide the City access to our proprietary AuditBox online site to provide a central repository where both the City's personnel and audit team members can see documents being exchanged during the process to eliminate duplicate requests from audit team members. Both the City's documents, as well as final audit documents, will be hosted on the site providing an archive of information that new personnel may access in subsequent years, if information is needed regarding what was provided for a prior year audit or a copy of audit documents issued.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with GAAP; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is

management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review prior to the beginning of our audit fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, on which we have been engaged to report, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements preparation, schedule of expenditures of federal awards, related disclosures, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Belt Harris Pechacek, LLLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Belt Harris Pechacek, LLLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Fees for our services are based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, word processing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Items that likely will increase the fee estimate include:

1. Assistance with addressing matters that were designated as management's responsibility, which include closing schedules and closing entries.
2. Submission of audit data within 60 days of a client requested completion date or filing deadline, requiring overtime hours to meet the deadline.
3. Changes in accounting pronouncements, professional standards, laws, and regulations not known to us as of the date of this letter that have a significant impact on time requirements.
4. Changes in the operations and significant matters that materially change the audit scope such as evaluation of the impact of joint ventures, debt issuance/refunding/advance extinguishment, forbearance agreements, notice of material events, enforcement actions, required corrective actions, self-insurance, environmental liabilities, going concern, and/or other postemployment benefits.
5. Significant increases in State or Federal funding requiring State and/or Federal Single Audits and/or increases to the number of grants classified as major programs by Office of Management and Budget (OMB) or State requirements.
6. Follow up on allegations or discovery of a) noncompliance with laws, regulations, and policies; b) fraud, waste, and abuse; c) significant deficiencies in internal control; d) nepotism; and e) related party transactions.

As customary in the industry, the price quoted is an estimate. In accordance with rules of the State Board of Public Accountancy, we cannot be bound to provide the audit for the amount estimated. However, in practice, we honor our fee quotes unless adverse conditions such as those described above are encountered.

Fee Estimates

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Financial Statement Audit	\$ 54,995	\$ 56,645	\$ 58,344	\$ 60,094	\$ 61,897
<u>Additional Fees if Required:</u>					
Single Audit- Base Fee	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850
Single Audit- Per Major Program	\$ 4,875	\$ 4,875	\$ 4,875	\$ 4,875	\$ 4,875

GASB Statement 96

Governmental Accounting Standards Board Statement 96, *Subscription-Based Information Technology Arrangements* ("GASB 96") takes effect this year. GASB 96 provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users. The standards for SBITAs are based on the standards established in GASB 87, *Leases* ("GASB 87"). Under GASB 96, a government should recognize a right-to-use subscription asset - an intangible asset - and a corresponding subscription liability. Similar to GASB 87, GASB 96 will require management to evaluate the impact, plan for the impact, and make necessary changes in business processes. Implementation of GASB 96 will generally require centralized SBITA document management; in-depth review of SBITA documents; recording and tracking of multiple data points per arrangement, which may necessitate new software based on the volume of SBITAs; and development of new controls, reconciliations, and policies and procedures. Management needs to begin making initial assessments immediately to determine the lead time and resources needed. Management should establish the goal of being fully implemented at the earlier of interim audit procedures or 60 days prior to year end to provide for a sufficient buffer to safeguard against delay in issuing the financial statements. If management is not prepared by the regularly scheduled start date for the audit, the options will be to receive a modified audit opinion, for us to withdraw from the engagement, or to reschedule the engagement to the end of the government audit season, April 2024. The number of SBITAs that an organization has will likely be grossly underestimated and the time requirement to assemble and evaluate documents understated. Accordingly, **it is imperative to begin the GASB 96 SBITA process early to avoid negative impact.**

Our fee estimate does not include any additional time to prepare required data and disclosures or to perform audit procedures as the number and types of SBITAs varies significantly by organization. Time associated with GASB 96 will be tracked and billed separately. It is imperative that the GASB 96 work be fully completed prior to the interim audit, which typically occurs during the summer.

Federal Single Audit Engagement

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. Accordingly, the federal single audit fee consists of a 'Federal Single Audit-Base Fee' to cover basic fixed amounts and the 'Federal Single Audit-Per Major Program Fee', which is the scalable portion dependent on the actual number of major programs. The number of major programs is established by OMB criteria. If a federal single audit is required, there will be at least one major program. Prior year federal single audit reports will help plan for the number of major programs, but they will vary from year to year based on the level of federal funding. Should you not exceed OMB's federal single audit threshold, a federal single audit will not be required. If you anticipate exceeding the federal single audit threshold, please contact us as far in advance as possible so that we can begin doing preliminary federal single audit work.

Non-State Single Audit Engagement

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 include additional fees related to a state single audit. Should you exceed the state single audit threshold, a new engagement letter will be required.

Billing Protocol

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Generally, 40 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 60 percent after a draft of the financial statements is issued. Accordingly, the fee will be split 40/60 between budget years. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be

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encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Required Attachments

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2021 peer review accompanies this letter.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to those charged with governance of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of the audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis of matter or other matter paragraph to our auditors' report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from the engagement.

Foreign Terrorists Organizations

Pursuant to Chapter 2252, Texas Government Code, we represent and certify that, at the time of execution of this letter, neither we nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code or Subchapter F of Chapter 2252 of the Texas Government Code or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term 'foreign terrorist organization' in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Vendor Representation Regarding Israel

Pursuant to Chapter 2271, Texas Government Code, we represent that we do not boycott Israel and will not boycott Israel during the term of the contract. 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 engagement 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 engagement agreement, the City will immediately notify us 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.

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Authorization of CPA's Disclosure

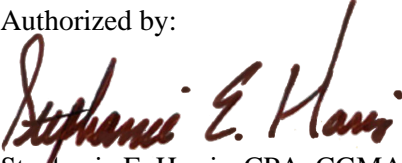
Any client certified public accountant involved with assisting us shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permission 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.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Belt Harris Pechacek, LLLP
Certified Public Accountants

Authorized by:


Stephanie E. Harris, CPA, CGMA
Partner

RESPONSE:

This letter correctly sets forth the understanding of City of Angleton.

The Honorable John Wright, Mayor

Date



Report on the Firm's System of Quality Control

January 5, 2022

To the Partners of Belt, Harris, Pechacek, LLLP
and the Texas Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Belt, Harris, Pechacek, LLLP (the firm) in effect for the year June 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitation of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Belt, Harris, Pechacek, LLLP, in effect for the year ended June 30, 2021, has been suitable designed or complied with to provide the firm with reasonable assurance of performing the reporting in conformity with applicable standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Belt, Harris, Pechacek, LLLP, has received a peer review rating of *pass*.

Very truly yours,

MWH Group, P.C.

MWH Group, PC



AGENDA ITEM SUMMARY FORM

MEETING DATE: 09/12/2023

PREPARED BY: Phill Conner

AGENDA CONTENT: Conduct a Public Hearing, discussion and take possible action on Ordinance No 20230912-000 to adopt the Fiscal Year 2023-2024 Annual Budget for the City of Angleton, Texas for the Fiscal Year beginning on October 1, 2023, and ending on September 30, 2024; and declaring an effective date. **THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$500,229 OR 5.68%, AND OF THAT AMOUNT, \$317,213 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.**

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

See Summary and 2023-2024 Proposed Fiscal Budget attached.

RECOMMENDATION:

Staff recommends council adopt the 2023-2024 Proposed Fiscal Budget.

ORDINANCE NO. 20230912-006

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, APPROVING AND ADOPTING THE 2023-2024 FISCAL BUDGET OF THE CITY OF ANGLETON, TEXAS FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024; AND PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL AND PENALTY; AND PROVIDING AN EFFECTIVE DATE. THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$500,229.00 OR 5.68%, AND OF THAT AMOUNT, \$317,213.00 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

WHEREAS, within the time and in the manner required by law, the City Manager of the City of Angleton, ("City") has prepared and submitted to the City Council a budget estimate of expenditures and revenues of all City departments, divisions and offices for the fiscal year beginning October 1, 2023 and ending on September 30, 2024; and

WHEREAS, notice of the public hearings on the 2023-2024 Fiscal Budget of the City of Angleton, Texas was published at least ten (10) days in advance of said public hearings in accordance with the law and such other notice was given in accordance with all applicable laws; and

WHEREAS, the proposed Budget was timely filed with the City Secretary, available for inspection, was submitted to City Council, and posted on the City's Internet website in accordance with all Texas Local Government Code and Texas Tax Code; and

WHEREAS, the City Council passed a Resolution setting the date, time and place of the meeting to vote on the proposed Budget in accordance with the law; and

WHEREAS, a public hearing on the said Budget was duly held on September 12, 2023, satisfying all local and state law requirements, and all interested persons were given an opportunity to comment and be heard for or against any item thereof and City Council now desires to approve and adopt the same;

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

SECTION 1. The findings and recitations contained in the preamble of this Ordinance are incorporated herein by reference and are found to be true and correct.

SECTION 2. The Budget for the City of Angleton, Texas for the fiscal year beginning October 1, 2023, and ending on September 30, 2024 prepared by the City Manager and filed with the City Secretary, as amended by the City Council, is hereby approved and adopted, a copy of which Budget is incorporated by reference herein and the Budget or a summary is attached as Exhibit “A”.

SECTION 3. The City Council hereby appropriates from available resources to the following funds:

General Fund (01)	\$19,076,707
Street Fund (02)	\$20,000
Utility (Water) Fund (03)	\$11,249,037
Debt Service Fund (05)	\$3,478,184

Special Funds

Hotel/Motel (04)	\$320,320
MC Court Technology (07)	\$10,000
MC Court Security (08)	\$5,500
STEP Grant - CMV (09)	\$15,028
Police Drug Confiscation (10)	\$1,000
Community Events (11)	\$129,400
Child Safety (12)	\$2,025
Keep Angleton Beautiful (13)	\$70,321
STEP Grant Fund (16)	\$15,028
Unemployment Fund (41)	\$50,000
Activity Center Programs (50)	\$428,304
TIRZ #1 Fund (58)	\$20,465
Police Donation Fund (80)	\$16,300
Animal Donation Fund (101)	\$12,000
OBJ Police Grant Fund (105)	\$79,000
Angleton ESD#3 Fund (107)	\$356,721
Downtown Revitalization (117)	\$10,000

Capital Funds

Infrastructure Fund (128)	\$325,000
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Angleton Better Living Corp

ABLC (40)	\$2,016,984
Angleton Activity Center (60)	\$1,007,028

Total Budget \$38,714,352

SECTION 4. The 2023-2024 Fiscal Budget shall be deemed to be a department level budget with line-item amounts included as supporting data only.

SECTION 5. The City Manager, or his designee, shall cause copies of the Budget to be filed with the City Secretary, kept on file in the office of the City Secretary as a public record; and the County Clerk of Brazoria County, and shall post a copy of the Budget as hereby adopted on the

City's internet website in accordance with applicable law.

SECTION 6. This Ordinance shall become effective immediately upon its passage and approval at a regular meeting of the City Council of the City of Angleton, Texas on this the 12th day of September 2023, at which meeting a quorum was present and the meeting was held in accordance with the provisions of the Tex. Gov't Code, Section 551.001 et seq.

The City Secretary is hereby directed to record this Ordinance and the vote to adopt the budget with majority vote as follows:

- John Wright, Mayor FOR AGAINST ABSENT ABSTAIN
- Travis Townsend, Mayor Pro FOR AGAINST ABSENT ABSTAIN
Tem
- Cecil Booth, Councilwoman FOR AGAINST ABSENT ABSTAIN
- Christiene Daniel, Councilman FOR AGAINST ABSENT ABSTAIN
- Mark Gongora, Councilman FOR AGAINST ABSENT ABSTAIN
- Terry Roberts, Councilman FOR AGAINST ABSENT ABSTAIN

PASSED AND APPROVED pursuant to Section 8.02 of the City of Angleton Charter by a vote of _____ "For", _____ "Against", and _____ "Abstain".

SECTION 7. Repeal. All provisions in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 8. 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 9. Effective date. That this Ordinance shall be effective and in full force immediately upon its adoption and publication as required by law.

SECTION 10. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED, APPROVED, AND ADOPTED THIS THE 12TH DAY OF
SEPTEMBER 2023.**

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

City of Angleton General Fund Base Expenditures by Category Fiscal Year 2023 - 2024							
DEPARTMENT	PERSONNEL SERVICES	REPAIR AND MAINTENANCE	SERVICES	SUPPLIES	MISC	OTHER	Grand Total
500 ADMINISTRATION	199,073	-	383,300	8,100	3,000	-	593,473
501 CITY COUNCIL			21,950	8,600	-		30,550
502 HUMAN RESOURCES	232,021	-	112,250	2,760	30,250		377,281
505 ATTORNEY	-		-	-	-	-	-
506 MAINTENANCE	81,170	45,000	72,500	500	49,000		248,170
510 CITY SECRETARY	230,545	26,000	127,999	4,700	5,300		394,544
512 TAX			57,037		-		57,037
513 EMERGENCY MANAGEMENT	100,869		5,500	1,000	29,500		136,869
515 FINANCE	385,058	3,500	121,045	8,800	1,200		519,603
520 MUNICIPAL COURTS	296,747	3,500	176,052	20,350	5,710	-	502,359
525 POLICE	4,430,421	118,917	160,300	275,668	538,654	16,032	5,539,992
526 ANIMAL CONTROL	334,619	30,202	19,190	67,305	8,850	-	460,166
530 FIRE	637,258	113,540	100,711	46,160	124,500		1,022,169
535 DEVELOPMENT SERVICES	653,944	4,200	283,638	47,700	5,625	-	995,107
550 PARKS	1,360,132	80,000	145,786	68,900	15,505	-	1,670,323
555 IT DEPARTMENT	331,160	17,400	108,017	7,650	49,200		513,427
556 FLEET SERVICE					537,067		537,067
557 ECONOMIC DEVELOPMENT	73,336		47,000	700	15,100	-	136,136
558 PUBLIC WORKS	876,341	204,000	235,700	90,000	376,000	-	1,782,041
559 NON-DEPARTMENTAL	199,921		2,433,773	-	187,863	75,200	2,896,757
563 PARKS RIGHT OF WAY	-	-	-	-	-		-
01 GENERAL FUND Total	10,422,615	646,259	4,611,748	658,893	1,982,324	91,232	18,413,071

City of Angleton General Fund Expenditures by Department Fiscal Year 2023 - 2024									
	FY 2021	FY 2022	FY 2023			FY 2024			
Department	ACTUAL	ACTUAL	BUDGET	ACTUAL	ESTIMATED	BASE	PACKAGES	PROPOSED	% CHG
Administration	1,258,518	871,738	570,908	739,356	750,115	593,473	-	593,473	4%
City Council	19,510	28,664	29,000	25,305	30,000	30,550	-	30,550	5%
Human Resources	268,012	319,425	374,782	277,285	328,773	377,281	-	377,281	1%
Attorney	-	689	-	319	-	-	-	-	#DIV/0!
Maintenance	97,705	2,528	-	2,276	10,280	248,170	-	248,170	100%
City Secretary	174,739	259,640	367,233	224,829	319,072	394,544	-	394,544	7%
Tax	47,990	48,204	51,000	56,292	55,336	57,037	-	57,037	12%
EMC	91,680	141,113	140,900	134,147	151,163	136,869	-	136,869	-3%
Finance	486,972	423,117	550,076	465,411	546,416	519,603	-	519,603	-6%
Courts	543,492	515,448	617,346	450,669	536,633	502,359	2,359	504,718	-18%
Police	5,132,132	5,337,686	5,516,701	4,582,576	4,907,793	5,539,992	807,044	6,347,036	15%
Animal Control	284,872	318,977	416,538	318,029	386,386	460,166	-	460,166	10%
Fire	783,362	834,858	997,847	716,814	975,808	1,022,169	916,964	1,939,133	94%
Development Services	767,252	1,180,578	1,174,898	1,162,204	1,375,534	995,107	300,000	1,295,107	10%
Parks	1,257,268	1,328,667	1,064,402	917,172	1,142,782	1,670,323	1,724,003	3,394,326	219%
IT	657,884	419,421	588,597	390,921	648,104	513,427	291,172	804,599	37%
Fleet Service	155,761	392,129	586,867	366,271	537,067	537,067	-	537,067	-8%
Economic Development	104,953	97,835	125,845	71,994	79,864	136,136	-	136,136	8%
Public Works	1,288,496	1,995,604	1,535,156	1,134,817	1,842,614	1,782,041	957,087	2,739,128	78%
Non Departmental	2,035,432	2,366,603	3,287,257	1,955,962	2,565,528	2,896,757	-	2,896,757	-12%
Park ROW	362,239	342,803	396,609	290,509	425,303	-	-	-	-100%
Total General Fund	15,818,269	17,225,727	18,391,962	14,283,160	17,614,571	18,413,071	4,998,629	23,411,700	27%



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 12, 2023
PREPARED BY: Phill Conner
AGENDA CONTENT: Public Hearing to discuss Fiscal Year 2023-2024 Proposed Tax Rate
AGENDA ITEM SECTION: Public Hearing

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

FUND: N/A

EXECUTIVE SUMMARY:

State law requires the City to adopt the tax rate for the new fiscal year within 7 days of the public hearing. The purpose of this public hearing is to allow the Citizens of the City of Angleton the opportunity to express their views about the proposed tax rate for Fiscal Year 2023-2024.

The vote on the FY 23-24 tax rate will be at a Special Council meeting at 6:00 pm on Tuesday, Sept. 19, 2023.

RECOMMENDATION:

N/A



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 12, 2023

PREPARED BY: Chris Whittaker

AGENDA CONTENT: 2023 Concrete Paving and Maintenance Project

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT:
\$300,000

FUNDS REQUESTED:
\$199,929.00

FUND:\$300,000

EXECUTIVE SUMMARY:

City council provided direction to staff to prepare and bid a City wide concrete paving and maintenance project to address small sections of pavement that require attention. Staff has prepared a bid pack that included concrete paving point repairs on the west side of the intersection North Downing Street and Heather Lane and the intersection of Dumars Drive and Noreda Street.

Please find the Letter of Recommendation for this project.

RECOMMENDATION: Council to award the 2023 Concrete Paving and Maintenance Project to Matula and Matula for a not to exceed amount of \$199,929.

LETTER OF RECOMMENDATION

FOR

City of Angleton

2023 Concrete Paving & Maintenance Project



CITY OF ANGLETON

AUGUST 24, 2023

HDR Project No. 10361761



HDR ENGINEERING, INC.
4828 LOOP CENTRAL DRIVE, SUITE 800
HOUSTON, TEXAS 77081
(713) 622-9264

August 24, 2023

Mayor and City Council Members
 City of Angleton, Texas
 121 S. Velasco
 Angleton, TX 77515

Re: Bid No. 2023-06 2023 Concrete Paving & Maintenance
 City of Angleton, Texas
 HDR Job No. 10361761

Dear Mayor and City Council Members:

On August 21, 2023, six (6) bids were received on the above referenced project.

1. Bid Tabulation Sheet – Six (6) construction firms participated in the bidding process. Each bid was checked for mathematical errors and/or bid irregularities. Appropriate corrections to the errors were made and included in the attached bid tabulations. The errors did not affect the order of the bids. The project was bid with Base Bid items. A bid tab is included in Section 1. The bids for the project are as follows:

CONTRACTOR	TOTAL BASE BID ITEMS
Matula & Matula Construction, Inc. (Apparent Low Bidder)	\$199,929.00
Elite Construction Engineering Services, LLC	\$205,916.00
HTI Construction, Inc.	\$234,460.00
Gulf Coast Limestone, Inc.	\$252,226.00
CDC Unlimited, LLC.	\$273,143.00
Cold River Concrete Construction, LLC	\$283,640.00

2. Evaluation of the Apparent Low Bidder - The apparent low bidder is Matula & Matula Construction, Inc. HDR has reviewed their Statement of Qualifications and they have previously performed work for the City of Angleton. They have performed well on previous projects and staff stated that they would like to utilize them again. See Section 2 of this report for a list of references.
3. Telephone Conversations with References – Matula & Matula Construction, Inc. has performed many successful projects of the same size and nature. City staff has a good working relationship with them, and they are a firm that is capable of completing this project. Five (5) references were previously contacted by telephone and were asked to respond to a questionnaire. The contractor received excellent ratings on their previous projects. The references indicated that they were impressed with the work Matula & Matula

Construction, Inc. had performed and would use them again in the future. Section 3 of this report represents the five previous references previously contacted.

4. Resumes – Company resumes for the supervisory positions have been included in the report for referencing qualifications. Please see Section 4 of this report.

Matula & Matula Construction, Inc. is a company with experience and resources in concrete paving and maintenance projects. They are a responsible firm that should be capable of performing the specified work in a satisfactory manner. They also have performed previous work for the City, and discussions with City staff members about Matula & Matula Construction, Inc.'s experience and capabilities were positive. For these reasons listed above, HDR recommends that the City of Angleton award the 2023 Concrete Paving and Maintenance Project for a total bid of One Hundred Ninety-Nine Thousand, Nine Hundred Twenty-Nine Dollars and Zero Cents (\$199,929.00) to Matula & Matula Construction, Inc.

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

Sincerely,

HDR ENGINEERING, INC.



John Peterson, P.E., CFM
City Engineer

SECTION 1

Bid Tabulation

Bid Tabulation
 2023 Concrete, Paving Maintenance Project
 City of Angleton

Item	Item Description	Unit	Quantity	Low Bidder		Elite Construction Engineering Services. LLC		HTI Construction, Inc.		Gulf Coast Limestone Inc.		CDC Unlimited, LLC		Cold River Concrete Construction, LLC			
				Matula & Matula Construction, Inc.		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
				PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
A) BASE BID ITEMS																	
1	Traffic Control, complete in place, the sum of:	LS	2	\$ 2,500.00	\$ 5,000.00	\$ 7,475.00	\$ 14,950.00	\$ 6,000.00	\$ 12,000.00	\$ 1,300.00	\$ 2,600.00	\$ 5,500.00	\$ 11,000.00	\$ 12,700.00	\$ 25,400.00		
2	SWPPP Plan, complete in place, the sum of:	LS	2	\$ 1,100.00	\$ 2,200.00	\$ 1,495.00	\$ 2,990.00	\$ 1,000.00	\$ 2,000.00	\$ 1,300.00	\$ 2,600.00	\$ 1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 5,000.00		
3	Remove and replace 4" thick concrete sidewalk, complete in place, the sum of:	SF	240	\$ 13.40	\$ 3,216.00	\$ 20.00	\$ 4,800.00	\$ 40.00	\$ 9,600.00	\$ 42.00	\$ 10,080.00	\$ 15.00	\$ 3,600.00	\$ 18.00	\$ 4,320.00		
4	ADA curb ramp and landing per detail, including regrading of right-of-way to match ramp slope and sodding, complete in place, the sum of:	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 2,620.00	\$ 5,240.00	\$ 2,500.00	\$ 5,000.00	\$ 4,200.00	\$ 8,400.00	\$ 2,250.00	\$ 4,500.00	\$ 3,500.00	\$ 7,000.00		
5	Standard 6" reinforced concrete curb, including transitions, complete in place, the sum of:	LF	460	\$ 9.80	\$ 4,508.00	\$ 8.00	\$ 3,680.00	\$ 11.00	\$ 5,060.00	\$ 10.85	\$ 4,991.00	\$ 17.75	\$ 8,165.00	\$ 18.00	\$ 8,280.00		
6	Remove and Replace existing curb ramps including truncated domes, complete in place, the sum of:	EA	6	\$ 3,084.70	\$ 18,508.20	\$ 3,010.00	\$ 18,060.00	\$ 2,000.00	\$ 12,000.00	\$ 2,100.00	\$ 12,600.00	\$ 147.00	\$ 882.00	\$ 4,500.00	\$ 27,000.00		
7	7" thick reinforced concrete pavement (point repair, under cut with header), including 12" C-sand, reinforcement, joints, and grading, complete in place, the sum of:	SY	1070	\$ 110.00	\$ 117,700.00	\$ 84.00	\$ 89,880.00	\$ 95.00	\$ 101,650.00	\$ 107.00	\$ 114,490.00	\$ 145.00	\$ 155,150.00	\$ 123.00	\$ 131,610.00		
8	Remove and dispose of existing reinforced concrete pavement and base material, regardless of thickness encountered, including curb, saw cutting and paving headers, complete in place the sum of:	SY	1070	\$ 12.10	\$ 12,947.00	\$ 32.00	\$ 34,240.00	\$ 47.00	\$ 50,290.00	\$ 20.50	\$ 21,935.00	\$ 41.00	\$ 43,870.00	\$ 50.00	\$ 53,500.00		
9	Remove and replace 6" thick concrete driveway, including block out, reinforcement and joints, complete in place, the sum of:	SY	110	\$ 104.00	\$ 11,440.00	\$ 100.00	\$ 11,000.00	\$ 108.00	\$ 11,880.00	\$ 425.00	\$ 46,750.00	\$ 146.00	\$ 16,060.00	\$ 18.00	\$ 1,980.00		
10	30" Diameter Reinforced Concrete Pipe, ASTM C76, Class III storm sewer, rubber gasket joints, all depths, cement stabilized sand bedding and backfill, complete in place the sum of:	LF	20	\$ 179.00	\$ 3,580.00	\$ 294.00	\$ 5,880.00	\$ 300.00	\$ 6,000.00	\$ 356.00	\$ 7,120.00	\$ 375.00	\$ 7,500.00	\$ 254.00	\$ 5,080.00		
11	42" Diameter Reinforced Concrete Pipe, ASTM C76, Class III storm sewer, rubber gasket joints, all depths, cement stabilized sand bedding and backfill, complete in place the sum of:	LF	20	\$ 287.80	\$ 5,756.00	\$ 322.00	\$ 6,440.00	\$ 500.00	\$ 10,000.00	\$ 425.00	\$ 8,500.00	\$ 585.00	\$ 11,700.00	\$ 316.00	\$ 6,320.00		
12	Cement stabilized Sand to fill void, complete in place the sum of:	SY	12	\$ 292.40	\$ 3,508.80	\$ 188.00	\$ 2,256.00	\$ 40.00	\$ 480.00	\$ 300.00	\$ 3,600.00	\$ 293.00	\$ 3,516.00	\$ 200.00	\$ 2,400.00		
13	8" SDR 35 drainage pipe and connection to inlet, complete in place the sum of:	LF	10	\$ 48.80	\$ 488.00	\$ 253.00	\$ 2,530.00	\$ 100.00	\$ 1,000.00	\$ 256.00	\$ 2,560.00	\$ 45.00	\$ 450.00	\$ 100.00	\$ 1,000.00		
14	Rehabilitate existing concrete Storm Sewer manhole with 1" Cementitious, complete in place, the sum of:	EA	1	\$ 4,198.30	\$ 4,198.30	\$ 2,250.00	\$ 2,250.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,750.00	\$ 1,750.00		
15	4" apron in culvert, complete in place the sum of:	EA	1	\$ 1,878.70	\$ 1,878.70	\$ 1,720.00	\$ 1,720.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,750.00	\$ 1,750.00	\$ 3,000.00	\$ 3,000.00		
TOTAL BID :				\$ 199,929.00		\$ 205,916.00		\$ 234,460.00		\$ 252,226.00		\$ 273,143.00		\$ 283,640.00			

Represents Error Corrected by Engineer

SECTION 2

References

Matula & Matula Construction, Inc.

Client References

Matula & Matula Construction, Inc. would like to submit the following references per your request. Please do not hesitate to contact us if you need any additional information.

<p>Owner: City of Lake Jackson 25 Oak Drive Lake Jackson, TX 77566 Eddie Herrera 979-415-2400</p>	<p>Engineer: Kelly R. Kaluza & Associates 3014 Avenue I Rosenberg, TX 77471 Lori Oliver 281-341-0808</p>
<p>Owner: City of Angleton 121 S. Velasco Angleton, TX 77515 Jeff Sifford 979-849-4364</p>	<p>Bonding: USI Insurance Services 480 Wildwood Forest Dr, Ste 760 Spring, TX 77380 Kevin McQuian 832-702-8338</p>
<p>Owner: City of Sweeny 102 W. Ashley Wilson Rd Sweeny, TX 77480 Ross Daguirre 979-265-1329</p>	<p>Insurance: Barry Insurance Group 4418 Broadway St Pearland, TX 77581 Jeff Barry 281-464-3384</p>
<p>Owner: Brazosport Water Authority 1251 FM 2004 Lake Jackson, TX 77566 Wyatt Ringgold 979-297-2715</p>	<p>Banking: South Star Bank, Brazoria 301 S. Brooks Brazoria, TX 77422 Pam Browning 979-798-2181</p>
<p>Engineer: Baker & Lawson Engineering 300 E Ceder Angleton TX 77515 Doug Roessler 979-849-6681</p>	
<p>Engineer: John D. Mercer Associates 118 E. Main St. Edna, TX 77957 David Sheblak 361-782-7121</p>	

Building on a Foundation of Trust Since 1994

SECTION 3
Telephone Conversation
With References



CONTRACTOR REFERENCE FORM

Date: August 24, 2023
 Project: City of Angleton 2023 Concrete Paving & Maintenance
 Contractor: Matula & Matula Construction, Inc.

Reference Name: Eddie Herrera Company: City of Lake Jackson Contact: (979) 482-3521
 Reference Projects: Two current, one starting and various past projects for City of Lake Jackson


Dear Mr. Herrera: (by telephone)

Matula & Matula Construction, Inc. is the apparent responsive bidder for the above referenced project and has submitted your name as a reference. Reference responses will be included in the evaluation of lowest responsible bid proposals received for this project.

HDR would appreciate your time in rating your experience with this Contractor. Please circle the number corresponding to the response which best indicates your opinion of the Contractor or provide a short answer on the lines as it relates to each item.

	Excellent	Above Average			Average			Below Average			Poor	
Rate the Contractor's performance as a "team player".	⑩	9	8	7	6	5	4	3	2	1	No Opinion	
How would you rate their ability to coordinate the work with neighboring property owners?	⑩	9	8	7	6	5	4	3	2	1	No Opinion	
Rate the quality of construction, the Contractor's supervision and project management.	⑩	9	8	7	6	5	4	3	2	1	No Opinion	
Rate the Contractor's ability to achieve completion of the project on time.	⑩	9	8	7	6	5	4	3	2	1	No Opinion	
Were there many change orders on the project? If so, what were the reasons? Were the reasonable?	They are proactive and normally spot a problem before we do. There were no change orders other than during the excessive rains of 2018.											
Rate the Contractor's responsiveness to warranty work requests, and the quality of the work.	⑩	9	8	7	6	5	4	3	2	1	No Opinion	
Rate the Contractor's ability to expeditiously closeout projects.	⑩	9	8	7	6	5	4	3	2	1	No Opinion	
Did they have any problems with the job? If so, what was the nature of the problem?	⑩	9	8	7	6	5	4	3	2	1	No Opinion	
Rate the Contractor's restoration and clean-up work.	⑩	9	8	7	6	5	4	3	2	1	No Opinion	
Would you want to work with this Contractor again?	They set the standard everyone else needs to work by. They don't slow down. Address resident issues when they happen. Give them a direction and they get it done. Always thinking ahead. Working two projects currently with one about to start. Eddie does site visits.											

Thank you for your time in participating in the proposal evaluation process for this project.

Sincerely,


John Peterson, P.E
Project Manager

hdrinc.com

4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220
 T (713) 622-9264 F (713) 622-9265
 Texas Registered Engineering Firm F-754



CONTRACTOR REFERENCE FORM

Date: August 24, 2023
 Project: City of Angleton 2023 Concrete Paving & Maintenance
 Contractor: Matula & Matula Construction, Inc.

Reference Name: Wyatt Ringgold Company: Brazosport Water Authority Contact: (979) 236-7351
 Reference Projects: North Regional Pipeline Section 1 (City of Angleton to FM521/Business 288), Wellhead Improvement Project

Dear Mr. Ringgold: (by telephone)

Matula & Matula Construction, Inc. is the apparent responsive bidder for the above referenced project and has submitted your name as a reference. Reference responses will be included in the evaluation of lowest responsible bid proposals received for this project.

HDR would appreciate your time in rating your experience with this Contractor. Please circle the number corresponding to the response which best indicates your opinion of the Contractor or provide a short answer on the lines as it relates to each item.

		Excellent	Above	Average	Below	Poor					
			Average		Average						
Rate the Contractor's performance as a "team player".	(10)	9	8	7	6	5	4	3	2	1	No Opinion
How would you rate their ability to coordinate the work with neighboring property owners?	(10)	9	8	7	6	5	4	3	2	1	No Opinion
Rate the quality of construction, the Contractor's supervision and project management.	(10)	9	8	7	6	5	4	3	2	1	No Opinion
Rate the Contractor's ability to achieve completion of the project on time.	(10)	9	8	7	6	5	4	3	2	1	No Opinion
Were there many change orders on the project? If so, what were the reasons? Were the reasonable?		There were change orders due to engineering but handled well as expected from Matula & Matula. No problems.									
Rate the Contractor's responsiveness to warranty work requests, and the quality of the work.	(10)	9	8	7	6	5	4	3	2	1	No Opinion
Rate the Contractor's ability to expeditiously closeout projects.	(10)	9	8	7	6	5	4	3	2	1	No Opinion
Did they have any problems with the job? If so, what was the nature of the problem?	(10)	9	8	7	6	5	4	3	2	1	No Opinion
Rate the Contractor's restoration and clean-up work.	(10)	9	8	7	6	5	4	3	2	1	No Opinion
Would you want to work with this Contractor again?		Yes. They are local, usually the low bidder, do excellent work, landowners are happy, they are responsive, you can call them anytime and they will be there. The North Regional PL project had very bad mud and they never missed a beat.									

Thank you for your time in participating in the proposal evaluation process for this project.

Sincerely,

John Peterson, P.E
Project Manager

hdrinc.com

4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220
 T (713) 622-9264 F (713) 622-9265
 Texas Registered Engineering Firm F-754



CONTRACTOR REFERENCE FORM

Date: August 24, 2023
 Project: City of Angleton 2023 Concrete Paving & Maintenance
 Contractor: Matula & Matula Construction, Inc.

Reference Name: Llarance Turner Company: Kelly R Kaluza & Associates Contact: (281) 341-0808
 Reference Projects: DPS Building, Rosenberg TX (TxDOT)

Dear Mr. Turner: (by telephone)

Matula & Matula Construction, Inc. is the apparent responsive bidder for the above referenced project and has submitted your name as a reference. Reference responses will be included in the evaluation of lowest responsible bid proposals received for this project.

HDR would appreciate your time in rating your experience with this Contractor. Please circle the number corresponding to the response which best indicates your opinion of the Contractor or provide a short answer on the lines as it relates to each item.

		Excellent	Above	Average	Below	Poor					
			Average		Average						
Rate the Contractor's performance as a "team player".	⑩	9	8	7	6	5	4	3	2	1	No Opinion
How would you rate their ability to coordinate the work with neighboring property owners?	⑩	9	8	7	6	5	4	3	2	1	No Opinion
Rate the quality of construction, the Contractor's supervision and project management.	10	⑨	8	7	6	5	4	3	2	1	No Opinion
Rate the Contractor's ability to achieve completion of the project on time.	⑩	9	8	7	6	5	4	3	2	1	No Opinion
Were there many change orders on the project? If so, what were the reasons? Were the reasonable?	One change order by TxDOT Road ROE. Handled well, no problems.										
Rate the Contractor's responsiveness to warranty work requests, and the quality of the work.	⑩	9	8	7	6	5	4	3	2	1	No Opinion
Rate the Contractor's ability to expeditiously closeout projects.	⑩	9	8	7	6	5	4	3	2	1	No Opinion
Did they have any problems with the job? If so, what was the nature of the problem?	⑩	9	8	7	6	5	4	3	2	1	No Opinion
Rate the Contractor's restoration and clean-up work.	⑩	9	8	7	6	5	4	3	2	1	No Opinion
Would you want to work with this Contractor again?	Yes. They are very reputable, easy to work with and fair.										

Thank you for your time in participating in the proposal evaluation process for this project.

Sincerely,

John Peterson, P.E
Project Manager

hdrinc.com

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 Texas Registered Engineering Firm F-754

SECTION 4

Resumes

PRINCIPAL INDIVIDUALS
CONSTRUCTION EXPERIENCE
2023

Name: Jon Matula
Position: President (Officer)
Years of Experience: 35
Description of Experience: Jon has been President of Matula & Matula Construction, Inc. since the Company's inception in 1994 and has a vast knowledge of the Civil Construction industry. He works closely with his key employees and customers ensuring projects are completed satisfactorily. He is knowledgeable in paving, foundations, sidewalks, demo, site work and elevated concrete projects such as decking.

Name: Mike Murphy
Position: Vice President (Officer)
Years of Experience: 40
Description of Experience: Mike has 40 years of experience in office, administrative, estimating, and project managing of civil construction in municipality and private development. This experience includes but not limited to water, sanitary and storm sewer and concrete paving. He has gained his knowledge and experience working for TxDot, Brown & Root, Inc., Uticon, Ltd., and now Matula & Matula Construction, Inc.

Name: Delia Y. Gonzalez
Positions: Secretary/Treasurer (Officer)
Years of Experience: 16
Description of Experience: Delia has 16 years of experience in accounting, office, and administrative of civil construction in municipality and private development. She holds a Bachelor's Degree in Accounting from the University of Houston – Clear Lake.

Name: Chris Blessing
Position: Estimator/Project Manager
Years of Experience: 23
Description of Experience: Chris has 23 years in estimating and project managing in the Civil Construction industry. He is knowledgeable in underground utilities, earthwork and paving. He has a Bachelor's Degree in Construction Management from Sam Houston State University. He has gained his knowledge and experience working for Texas Sterling Construction and Slack & Company Contracting, Inc.

Name: Glenn Byrd
Position: Superintendent/Estimator/Project Manager
Years of Experience: 42
Description of Experience: Glenn has 31 years supervisory experience in the Civil Construction industry. He is knowledgeable in the areas of lift stations, water / waste water installation, concrete construction, water treatment plants and underground utilities.

Building on a Foundation of Trust Since 1994

Name: Raul Hernandez
Position: Superintendent
Years of Experience: 32
Description of Experience: Raul has 22 years supervisory experience in the Civil Construction industry. He is knowledgeable in paving, foundations, sidewalks, demo, site work and elevated concrete projects such as decking.

Name: Jose Garza
Position: Superintendent
Years of Experience: 30
Description of Experience: Jose has 25 years supervisory experience in the Civil Construction industry. He is knowledgeable in underground work, storm sewer, street and utilities, water mains and water plants.

Name: Isaac Olguin
Position: Safety Director
Years of Experience: 30
Description of Experience: Field level, site manager and company director experience in petro-chemical construction, maintenance, manufacturing and turnaround operations. Training and education accomplishments include Safety and Health Degree, OSHA Course 500, OSHA Course 521, NUCA, Scaffold Competent Person/Trainer, 40 Hour HAZWOPER Course, CPR/Medic-First Aid, Master Trainer Course, High Performance Leadership and a Member of ASSE.



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 12th, 2023

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Drought Contingency

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND:

EXECUTIVE SUMMARY: Due to the lack of rain and extreme heat, Stage One Drought Contingency has been issued as of 9/5/2023. Staff wants to update the council on this matter.

RECOMMENDATION: Staff wants council guidance on proceeding through the drought contingency plan.

City of Angleton Drought Contingency Plan

Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water, to be known as the drought contingency plan. Further, to ensure that the city's water is used efficiently in order to conserve as much water as possible, the city hereby adopts the water conservation plan. A copy of the water conservation plan is hereby adopted by reference and can be obtained from the city secretary. Water uses regulated or prohibited under this drought contingency plan ("the plan") are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in the plan.

Section II: Public Involvement

- a) **Public Input:** Opportunity for the public to provide input into the preparation of the plan was provided by the city by means of newspaper, and public notice postings.
- b) **Public Education:** The city will periodically provide the public with information about the plan, including information about the conditions under which each stage of the plan is to be initiated or terminated and the drought response measures to be implanted in each stage. This information will be provided by means of press releases, city webpage, email, and telephone.
- c) **Coordination with Regional Water Planning Groups:** the service area of the city is located within the Houston region and the city has provided a copy of this plan to the Houston region.

Section III: Authorization

The city manager or his/her designee is hereby authorized and directed to implement the applicable provision of this plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The city manager or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this plan.

Section IV: Application

The provisions of this plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer" as used in the plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section V: Definitions

For the purpose of this plan, the following definitions shall apply:

- a) Aesthetic water use means water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.
- b) Commercial and institutional water use means water use which is integral to the operations of commercial and nonprofit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.
- c) Conservation means those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.
- d) Customer means any person, company, or organization using water supplies by the city.
- e) Domestic water use means water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.
- f) Even numbered address means street addresses, box numbers, or rural postal route numbers ending in 0,2,4,6, or 8 and locations without addresses.
- g) Industrial water use means the use of water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.
- h) Nonessential water use means water uses that are not essential or required for the protection of public, health, safety, and welfare, including:
 - 1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this plan;
 - 2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle;
 - 3) Use of water to down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard surfaces;
 - 4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - 5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
 - 6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi type pools;
 - 7) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
 - 8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
 - 9) Use of water from hydrants for construction purposes or any other purposes other than firefighting.

- i) Odd numbered address means street addresses, box numbers, or rural postal route numbers ending in 1,3,5,7, or 9.
- j) Water-related recreation/amusement facility means a heavy user of water for a recreation or amusement facility. Examples of such facilities would include public or private golf course, private water-related amusement park or like facility.
- k) MGD means million gallons per day
- l) BWA means Brazosport Water Authority

Section VI: Triggering criteria for initiation and termination of drought response stages

The city manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of this plan. Public notification of the initiation or termination of drought response stages shall be by means of newspaper, and webpage.

The following trigger conditions indicate when drought contingency measures will be put into effect. Trigger conditions will be set for mild, moderate, and severe.

- a) Mild Drought
 - 1) Triggering Events: Average Daily Water use exceeds (2.9 MGD) for 3 consecutive days.
 - 2) Requirements for Termination: A Mild Drought may be rescinded when the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. The City of Angleton will notify its customers and the media of termination.
- b) Moderate Drought
 - 1) Triggering Events: Average Daily Water use exceeds (3.0 MGD) for 3 consecutive days.
 - 2) Requirements for Termination: A Moderate Drought may be rescinded when the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. The City of Angleton will notify its customers and the media of termination.
- c) Severe Drought
 - 1) Triggering Events: Average Daily Water use exceeds (3.5 MGD) for 3 consecutive days.
 - 2) Requirements for Termination: A Severe Drought may be rescinded when the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. The City of Angleton will notify its customers and the media of termination.
- d) Critical Water Shortage Conditions
 - 1) Triggering Events:
 - a. The imminent or actual failure of a major component of system, which would cause an immediate health or safety hazard.

- b. Natural or manmade contamination of the water supply source(s).
 - c. Emergency water shortage condition exists when there is a natural or man-made contamination of the water supply source and or when there is a failure of water delivery from Brazosport Water Authority.
 - d. Emergency water shortage condition exists which requires the use of emergency water wells.
- 2) Requirements for Termination: An Emergency Water Shortage may be rescinded when the conditions listed as triggering events have ceased to exist. The City of Angleton will notify its customers and the media of termination.

Section VII: Drought Response Measures

The city manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in this plan, shall determine that a mild, moderate, severe, or critical condition exists and shall implement the actions listed below. Public notification of the initiation or termination of drought response stages shall be by means of newspaper, and webpage.

- a) Stage 1-Mild water shortage conditions.
 - Goal: Reduce daily water use to less than 2.9 MGD.
 - Supply Management Measures: Reduced flushing of water mains, reduced irrigation of public landscaped areas.
 - Water Use Restrictions: The following water use restrictions shall apply to all persons:
 - 1. Water customers are requested to voluntarily limit the irrigation of landscaped areas to alternates days, even-numbered addresses would water on even-numbered days and odd-numbered addresses would water on odd-numbered days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-help hose, a faucet-filled buckets or watering can of five gallons or less, or drip irrigation system.
 - 2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days. Such washing, when allowed, shall be done with a hand-held bucket or hand-held hose equipped with a positive-shutoff nozzle for quick rinses. Vehicle washing may be done at anytime on the immediate premises of a commercial carwash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

3. Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited except on designates watering days.
 4. Use of water from hydrants shall be limited to firefighting-related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the city.
 5. Use of water for the irrigation of a water-related recreation/amusement facility is prohibited except on designated water days. However, if the facility utilizes a water source other than that provided by the city, the facility shall not be subject to these regulations.
 6. The following uses of water are defined as nonessential and are prohibited:
 - a. Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard surfaced areas;
 - b. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - c. Use of water for dust control;
 - d. Flushing gutters or permitting water to run or accumulate in any gutter or street; and
 - e. Failure to repair a controllable leak(s) within 48-hour period after having been given notice directing the repair of such leak(s).
- b) Stage 2-Moderate water shortage conditions.
 Goal: Reduce daily water use to less than 3.0 MGD.
 Supply Management Measures: Reduced flushing of water mains, reduced irrigation of public landscaped areas.
 Water Use Restrictions: Under the threat of penalty of violation, all requirements of stage 1 shall remain in effect and become mandatory during stage 2 except:
1. Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnights and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight.
 2. The use of water for irrigation of water-related recreation/amusement facility is prohibited, unless the facility utilizes a water source other than that provided by the city.
 3. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- c) Stage 3-Severe water shortage conditions.
 Goal: Reduce daily water use to less than 3.5 MGD.
 Supply Management Measures: Discontinued flushing of water mains, discontinued irrigation of public landscaped areas.

- d) Stage 4-Critical water shortage conditions.
 Supply Management Measures: Cease all nonessential water uses.
 Water Use Restrictions: All requirements of [stages] 1, 2, and 3 shall remain in effect during stage 4 except:
1. Irrigation of landscaped areas is absolutely prohibited.
 2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is absolutely prohibited, except at commercial carwashes or commercial service station between the hours of 6:00 a.m. and 8:00 a.m. and between 6:00 p.m. and 8:00 p.m.

Section VIII: Variances

The City Manager, or his/her designee, may, in writing, grant a temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such a variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one of more of the following conditions are met:

- a) Compliance with this plan cannot technically be accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
- b) Alternative methods can be implemented which will achieve the same level of reduction in water use. Persons requesting an exemption from the provisions of this section shall file a petition for variance with the City within five days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager, or his/her designee, and shall include the following:
 1. Name and address of the petitioner(s).
 2. Purpose of water use
 3. Specific provision(s) of the plan from which the petitioner is requesting relief.
 4. Details statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this section.
 5. Description of the relief requested.
 6. Period of time for which the variance is sought.
 7. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date.
 8. Other pertinent information.

Variances granted by the city shall be subject to the following conditions, unless waived or modified by the city manager or his/her designee:

 - a. Variances granted shall include a timetable for compliance
 - b. Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variances shall be retroactive or otherwise justify any violation of the plan occurring prior to the issuance of the variance.

Section VIII: Enforcement

- a) No person shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provisions of this plan, or in an amount excess of that permitted by the drought response stage in effect at the time pursuant to action taken by city manager, or his/her designee, in accordance with provisions of this plan.
- b) Any person who violates this plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine as provided in section 1-14. Each day that one or more of the provisions in this plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this plan, the city manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$150.00, and other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city manager that the same action shall not be repeated while the plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.
- c) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on the property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of the plan and that the parent could not have reasonably known of the violation.
- d) Any police officer, or other person designated by the city manager, may issue a citation to a person he/she reasonably believes to be in violation of this section. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in municipal court on the date shown on the citation for which the date shall not be less than three days nor more than five days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service on the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator residence. The alleged violator shall appear in municipal

court to enter a plea of guilty or not guilty for the violation of this plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 12, 2023

PREPARED BY: Jamie Praslicka, Emergency Management Coordinator

AGENDA CONTENT: Presentation given by Genasys and OnSolve Code Red for RFQ for the City of Angleton Mass Notification System

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

The City is seeking a Mass Notification System contractor for the Emergency Management Department to utilize their notification platform to generate mass notifications to the citizens of Angleton.

There were two RFQ submissions. A board was created to score each submission. See the attached score rating sheet for OnSolve Code Red and Genasys.

The Emergency Management Coordinator created the board with 4 evaluators, 1 Council Member, and 3 staff members from various departments. Each evaluator reviewed and scored each respondent's RFQ independently. The rating sheets were collected and totaled by the electronic totaling system.

The point of the rankings is to create a top three for the Council's ability to interview and make a selection; however, only two submissions were returned. We want to present high-quality proposals for Council review.

We will give each submission 10 minutes for a presentation of no more than 3 slides.

RECOMMENDATION:

N/A

Mass Notification Scorecard

	OnSolve Code Red	Genasys
Scorecard 1	4.68	4.8
Scorecard 2	3.3	3.69
Scorecard 3	4.89	4.88
Scorecard 4	3.34	3.66
Totals	16.21	17.03

MASS NOTIFICATION SCORECARD

Evaluator 1

Item 10.

CRITERIA CHECKLIST

Scores Available from 1-5.

1. Adherence to RFP Instructions	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Timeliness	5	5	0	Arrived by deadline receives all points
Completeness	5	5	0	Completed sections in same order as RFP receives all points
Overall Quality & Level of Professionalism	5	5	0	Technically compliant and attractive receives all points
Overall Response	5	5	0	Overall quality very high receives all points
Average Score	5	5	0	
2. Company Information	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Organizational Structure	1	1	0	Explained structure and org chart receives all points
Experience with Similar Companies	5	5	0	Proof of similar sized and focused companies experience receives all points
Service Department	3	4	0	Service department 24/7 with appropriate language capability receives all points
References	5	4	0	Positive references from provided (checked) receives all points
Average Score	4	4	0	
3. Project Understanding	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Overall Comprehension of Project Objectives	5	5	0	Written section shows comprehension
Understanding of the Business Requirements	5	5	0	Written section shows comprehension
Understanding of the Business Vision	5	5	0	Written section shows comprehension
Average Score	5	5	0	
4. Requirements	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Completeness of Vendor Response	5	5	0	Response if fully technically compliant
Vendor Ability to Meet Requirements	5	5	0	Vendor details ability to meet requirements
Average Score	5	5	0	
5. Product Viability & History	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Technology Is Sustainable	5	5	0	Track record of product history
Product Development Life-Cycle	4	5	0	Life-cycle is realistic for product updates
Average Score	5	5	0	
6. Terms & Conditions	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Terms & Conditions	4	5	0	Terms & conditions favorable
Purchase Agreement Details	4	5	0	Outlines purchase details

Average Score	4	5	0	
7. Vendor Software Demonstration	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Solution Is Integrated	5	5	0	Fully integrated solution receives full points
Aligns with Emergency Management Objectives	5	5	0	
Third-Party Products Shown	0	0	0	
Ease of Use	5	5	0	Ease of launching mass notifications and creating pre-planned messages
System Performance	5	5	0	
Flow & Simplicity	5	5	0	
System Ability To Handle Requirements	5	5	0	
Flexibility, Tailorability, Extensibility	5	5	0	
Ability to Answer Questions	4	5	0	
Application Robustness	5	5	0	Ability to easily access the notification data base with subscribers information
Average Score	4	5	0	
8. Fee Summary	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
License Fees	4	5	0	
Maintenance Fees	5	5	0	
Purchase Timeline	5	5	0	
Licensing Period	4	5	0	
Other Fees	5	5	0	
Average Score	5	5	0	

Item 10.

*Change weights based on company requirements. Total score should = 1.00

CRITERIA SCORES	WEIGHT	Onsolve (Code Red)	Genasys		NOTES
1. Adherence to RFP Instructions	0.05	0.25	0.25	0.00	
2. Company Information	0.05	0.18	0.18	0.00	
3. Project Understanding	0.20	1.00	1.00	0.00	
4. Requirements	0.30	1.50	1.50	0.00	
5. Product Viability & History	0.05	0.23	0.25	0.00	
6. Terms & Conditions	0.05	0.20	0.25	0.00	
7. Vendor Demonstration	0.25	1.10	1.13	0.00	
8. Fee Summary	0.05	0.23	0.25	0.00	
Total Score	1.00	4.68	4.80	0.00	

MASS NOTIFICATION SCORECARD

Evaluator 2

Item 10.

CRITERIA CHECKLIST

Scores Available from 1-5.

1. Adherence to RFP Instructions	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Timeliness	5	5	0	Arrived by deadline receives all points
Completeness	5	5	0	Completed sections in same order as RFP receives all points
Overall Quality & Level of Professionalism	5	5	0	Technically compliant and attractive receives all points
Overall Response	5	5	0	Overall quality very high receives all points
Average Score	5	5	0	
2. Company Information	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Organizational Structure	0	0	0	Explained structure and org chart receives all points Did we ask for this in the RFQ?
Experience with Similar Companies	5	5	0	Proof of similar sized and focused companies experience receives all points
Service Department	5	5	0	Service department 24/7 with appropriate language capability receives all points
References	3	5	0	Positive references from provided (checked) receives all points
Average Score	3	4	0	
3. Project Understanding	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Overall Comprehension of Project Objectives	5	5	0	Written section shows comprehension
Understanding of the Business Requirements	5	5	0	Written section shows comprehension
Understanding of the Business Vision	5	5	0	Written section shows comprehension
Average Score	5	5	0	
4. Requirements	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Completeness of Vendor Response	5	5	0	Response if fully technically compliant
Vendor Ability to Meet Requirements	3	5	0	Vendor details ability to meet requirements
Average Score	4	5	0	
5. Product Viability & History	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Technology Is Sustainable	5	5	0	Track record of product history
Product Development Life-Cycle	5	5	0	Life-cycle is realistic for product updates
Average Score	5	5	0	
6. Terms & Conditions	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Terms & Conditions	5	5	0	Terms & conditions favorable
Purchase Agreement Details	5	5	0	Outlines purchase details

Average Score	5	5	0	
7. Vendor Software Demonstration	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Solution Is Integrated	0	0	0	Fully integrated solution receives full points
Aligns with Emergency Management Objectives	0	0	0	
Third-Party Products Shown	0	0	0	
Ease of Use	0	0	0	Ease of launching mass notifications and creating pre-planned messages
System Performance	0	0	0	
Flow & Simplicity	0	0	0	
System Ability To Handle Requirements	0	0	0	
Flexibility, Tailorability, Extensibility	0	0	0	
Ability to Answer Questions	0	0	0	
Application Robustness	0	0	0	Ability to easily access the notification data base with subscribers information
Average Score	0	0	0	
8. Fee Summary	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
License Fees	3	5	0	Included in annual fee
Maintenance Fees	3	5	0	Included in annual fee
Purchase Timeline	5	5	0	
Licensing Period	3	5	0	
Other Fees	5	5	0	
Average Score	4	5	0	

Item 10.

*Change weights based on company requirements. Total score should = 1.00

CRITERIA SCORES	WEIGHT	Onsolve (Code Red)	Genasys		NOTES
1. Adherence to RFP Instructions	0.05	0.25	0.25	0.00	
2. Company Information	0.05	0.16	0.19	0.00	
3. Project Understanding	0.20	1.00	1.00	0.00	
4. Requirements	0.30	1.20	1.50	0.00	
5. Product Viability & History	0.05	0.25	0.25	0.00	
6. Terms & Conditions	0.05	0.25	0.25	0.00	
7. Vendor Demonstration	0.25	0.00	0.00	0.00	
8. Fee Summary	0.05	0.19	0.25	0.00	
Total Score	1.00	3.30	3.69	0.00	

MASS NOTIFICATION SCORECARD

Evaluator 3

Item 10.

CRITERIA CHECKLIST

Scores Available from 1-5.

1. Adherence to RFP Instructions	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Timeliness	5	5	0	Arrived by deadline receives all points
Completeness	5	0	0	Completed sections in same order as RFP receives all points
Overall Quality & Level of Professionalism	5	5	0	Technically compliant and attractive receives all points
Overall Response	5	0	0	Overall quality very high receives all points
Average Score	5	3	0	
2. Company Information	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Organizational Structure	5	5	0	Explained structure and org chart receives all points
Experience with Similar Companies	5	5	0	Proof of similar sized and focused companies experience receives all points
Service Department	5	5	0	Service department 24/7 with appropriate language capability receives all points
References	4	5	0	Positive references from provided (checked) receives all points - Code Red reference would not go with them again because of pricing
Average Score	5	5	0	
3. Project Understanding	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Overall Comprehension of Project Objectives	5	5	0	Written section shows comprehension
Understanding of the Business Requirements	5	5	0	Written section shows comprehension
Understanding of the Business Vision	5	5	0	Written section shows comprehension
Average Score	5	5	0	
4. Requirements	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Completeness of Vendor Response	5	5	0	Response if fully technically compliant
Vendor Ability to Meet Requirements	5	5	0	Vendor details ability to meet requirements
Average Score	5	5	0	
5. Product Viability & History	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Technology Is Sustainable	5	5	0	Track record of product history
Product Development Life-Cycle	5	5	0	Life-cycle is realistic for product updates
Average Score	5	5	0	
6. Terms & Conditions	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Terms & Conditions	5	5	0	Terms & conditions favorable
Purchase Agreement Details	5	5	0	Outlines purchase details

Average Score	5	5	0	
7. Vendor Software Demonstration	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Solution Is Integrated	5	5	0	Fully integrated solution receives full points
Aligns with Emergency Management Objectives	5	5	0	
Third-Party Products Shown	5	5	0	
Ease of Use	4	5	0	Ease of launching mass notifications and creating pre-planned messages (One reference stated that Code Red was sketchy with e-mail)
System Performance	5	5	0	
Flow & Simplicity	5	5	0	
System Ability To Handle Requirements	5	5	0	
Flexibility, Tailorability, Extensibility	5	5	0	
Ability to Answer Questions	5	5	0	
Application Robustness	5	5	0	Ability to easily access the notification data base with subscribers information
Average Score	5	5	0	
8. Fee Summary	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
License Fees	3	5	0	Genasys is much cheaper and is locked in for 5 years, but will increase after 5th yr.
Maintenance Fees	3	5	0	
Purchase Timeline	4	5	0	
Licensing Period	4	5	0	
Other Fees	4	5	0	
Average Score	4	5	0	

Item 10.

*Change weights based on company requirements. Total score should = 1.00

CRITERIA SCORES	WEIGHT	Onsolve (Code Red)	Genasys		NOTES
1. Adherence to RFP Instructions	0.05	0.25	0.13	0.00	
2. Company Information	0.05	0.24	0.25	0.00	
3. Project Understanding	0.20	1.00	1.00	0.00	
4. Requirements	0.30	1.50	1.50	0.00	
5. Product Viability & History	0.05	0.25	0.25	0.00	
6. Terms & Conditions	0.05	0.25	0.25	0.00	
7. Vendor Demonstration	0.25	1.23	1.25	0.00	
8. Fee Summary	0.05	0.18	0.25	0.00	
Total Score	1.00	4.89	4.88	0.00	

MASS NOTIFICATION SCORECARD

Evaluator 4

Item 10.

CRITERIA CHECKLIST

Scores Available from 1-5.

1. Adherence to RFP Instructions	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Timeliness	3	3	0	Arrived by deadline receives all points
Completeness	3	3	0	Completed sections in same order as RFP receives all points
Overall Quality & Level of Professionalism	3	4	0	Technically compliant and attractive receives all points
Overall Response	3	3	0	Overall quality very high receives all points
Average Score	3	3	0	
2. Company Information	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Organizational Structure	4	4	0	Explained structure and org chart receives all points
Experience with Similar Companies	3	4	0	Proof of similar sized and focused companies experience receives all points
Service Department	4	4	0	Service department 24/7 with appropriate language capability receives all points
References	4	4	0	Positive references from provided (checked) receives all points
Average Score	4	4	0	
3. Project Understanding	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Overall Comprehension of Project Objectives	3	4	0	Written section shows comprehension
Understanding of the Business Requirements	3	4	0	Written section shows comprehension
Understanding of the Business Vision	3	4	0	Written section shows comprehension
Average Score	3	4	0	
4. Requirements	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Completeness of Vendor Response	4	4	0	Response if fully technically compliant
Vendor Ability to Meet Requirements	4	4	0	Vendor details ability to meet requirements
Average Score	4	4	0	
5. Product Viability & History	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Technology Is Sustainable	3	4	0	Track record of product history
Product Development Life-Cycle	3	3	0	Life-cycle is realistic for product updates
Average Score	3	4	0	
6. Terms & Conditions	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Terms & Conditions	3	3	0	Terms & conditions favorable
Purchase Agreement Details	3	3	0	Outlines purchase details

Average Score	3	3	0	
7. Vendor Software Demonstration	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
Solution Is Integrated	3	4	0	Fully integrated solution receives full points
Aligns with Emergency Management Objectives	3	3	0	
Third-Party Products Shown	3	3	0	
Ease of Use	3	4	0	Ease of launching mass notifications and creating pre-planned messages
System Performance	3	3	0	
Flow & Simplicity	3	3	0	
System Ability To Handle Requirements	3	3	0	
Flexibility, Tailorability, Extensibility	3	4	0	
Ability to Answer Questions	3	3	0	
Application Robustness	3	3	0	Ability to easily access the notification data base with subscribers information
Average Score	3	3	0	
8. Fee Summary	Onsolve (Code Red)	Genasys		BASIS FOR SCORE
License Fees	3	3	0	Included in annual fee
Maintenance Fees	3	3	0	Included in annual fee
Purchase Timeline	3	3	0	
Licensing Period	3	3	0	
Other Fees	3	3	0	
Average Score	3	3	0	

Item 10.

*Change weights based on company requirements. Total score should = 1.00

CRITERIA SCORES	WEIGHT	Onsolve (Code Red)	Genasys		NOTES
1. Adherence to RFP Instructions	0.05	0.15	0.16	0.00	
2. Company Information	0.05	0.19	0.20	0.00	
3. Project Understanding	0.20	0.60	0.80	0.00	
4. Requirements	0.30	1.20	1.20	0.00	
5. Product Viability & History	0.05	0.15	0.18	0.00	
6. Terms & Conditions	0.05	0.15	0.15	0.00	
7. Vendor Demonstration	0.25	0.75	0.83	0.00	
8. Fee Summary	0.05	0.15	0.15	0.00	
Total Score	1.00	3.34	3.66	0.00	



Ease of Use

- Unlimited predefined templates
- Quick launch templates can be activated in seconds
- Intuitive interface for easy on the fly use
- Simultaneous selection of employee and citizens
- Easy data uploads and integrations



The screenshot displays a dashboard with a grid of quick launch templates. Each template includes a title, a play button, a close button, and a link icon. Below the title are icons representing different actions or data points, often with numerical counts. The templates include:

- 911 Center (2 documents, 3 messages, 1 computer)
- Bomb Scare Test (3 messages, 1 computer, 2 phones, 2 documents)
- County All Call (2 documents, 3 messages, 2 phones)
- Admin Staff (2 documents, 3 messages, 2 phones)
- Court House Lobby (2 phones, 3 messages, 2 documents)
- Administrative Building (3 messages, 1 computer, 2 documents, 2 phones)
- Building 2 Southwest Stairwell Floor 3 (2 phones, 2 documents, 3 messages)
- Demo (2 documents)
- Benton County All Call (2 documents, 3 messages, 2 phones)
- Building 3 North East Stairwell (3 messages, 2 documents)
- Bentonville City All Call (3 messages, 2 documents, 2 phones)
- Chris Higgs Computer (1 computer, 3 messages, 2 phones, 2 documents)
- Fire Department Staff (3 messages, 2 documents, 2 phones)

Confidential and Proprietary

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Mapping

Seamless integration with **ESRI ArcGIS**

All **ESRI** customer maps available and updated in real time

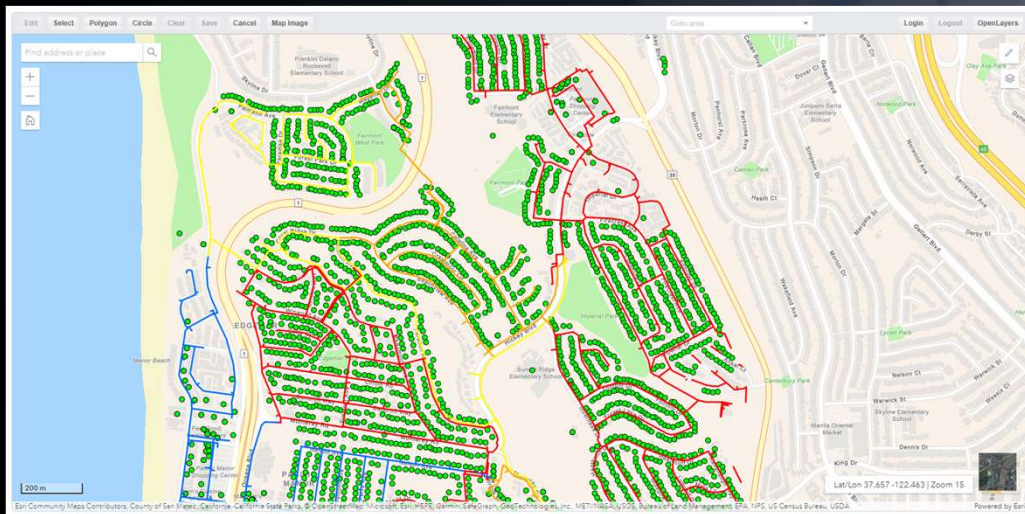
Live **Traffic** and **Weather**

View all contact points on map before notification is sent

Decide what map layers to view with easy toggle

Shapefile import and **Web Map Service** integration

User **definable area** map



Proprietary

Copyright 2021 Genasys

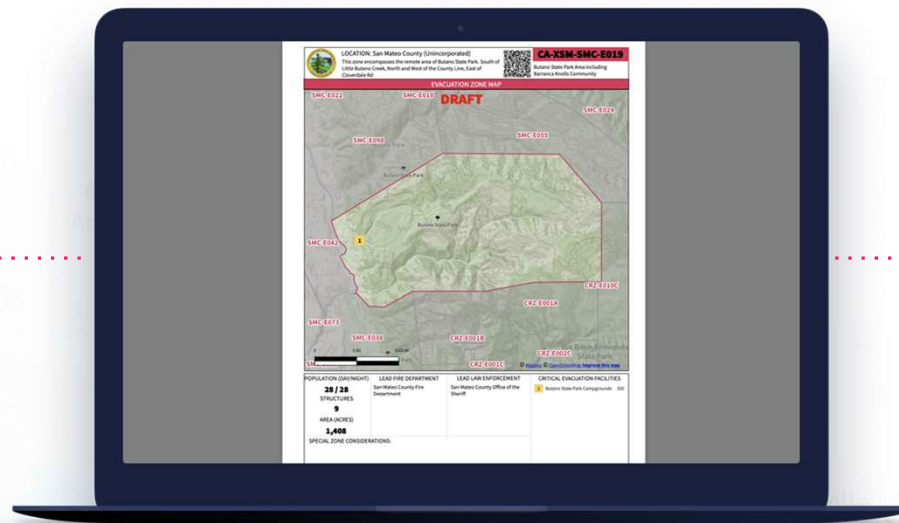
3

Pre-planning – Intelligent Zones

Hyper-Local Knowledge Increases Operational Efficiency



Hours



Minutes

"During an Evacuation, speed is everything. Zonehaven has decreased our reflex time to order an evacuation and communicate updates instantly, saving lives."



OnSolve CodeRED Critical Communications

Stephanie Hansen



700+

Counties



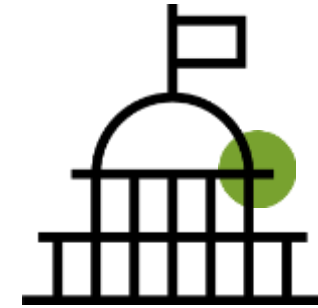
500+

Cities



400+

Towns and Villages



50+

Federal Agencies

Boroughs

Cities

Counties

Federal Agencies

States

Towns

Leading in Every Way with Critical Communications



Simplicity

- No complex system integration
- Ease-of-use for wide adoption and use

Reliability

- Geographically redundant with full failover capabilities
- Global delivery of critical, time-sensitive messages

Customer Support

- Globally distributed for complete geographical coverage
- Over 60 years of combined industry experience

Market Leadership

- No complex system integration
- Ease-of-use for wide adoption and use

Innovation

- Consistently redefining industry standards
- Aggressive product roadmap

International

- Full multi-language support in UI and messaging
- Complete Affiliate Testing Network

Mobility

- Applications for simple, solution use from a single location
- Integrated features to improve usage and value

Robust APIs

- Integration of notification and alerting features into other critical systems
- Expanded use cases for all notification capabilities



Cloud-Based Critical Event Management Platform with Global Scale

- **Cloud-Based, API-Centric Platform**
- **Integrated Suite of Solutions**
- **Fast, Highly-Secure and Reliable**
- **Global reach in 170 countries and 29 languages**
- **Precision geo-targeting and multiple modalities**
- **Over 60 years of proven industry experience in both the public and private sectors,**



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 12, 2023

PREPARED BY: Jamie Praslicka, Emergency Management Coordinator

AGENDA CONTENT: Discussion and possible action to approve one of the top two submissions for the Mass Notifications System RFQ.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

The City is seeking a Mass Notification System contractor for the Emergency Management Department to utilize their notification platform to generate mass notifications to the citizens of Angleton.

There were two RFQ submissions. A board was created to score each submission. See the attached score rating sheet for OnSolve Code Red and Genasys.

The Emergency Management Coordinator created the board with 4 evaluators, 1 Council Member, and 3 staff members from various departments. Each evaluator reviewed and scored each respondent's RFQ independently. The rating sheets were collected and totaled by the electronic totaling system.

The point of the rankings is to create a top three for the Council's ability to interview and make a selection, however, only two submissions were returned. We want to present high-quality proposals for Council review.

The current contract for our mass notification system expires November 1st, 2023, with 30 days' notice if a change is required.

RECOMMENDATION:

Award one of the two submissions for the Mass Notification System RFQ.



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 12, 2023

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

AGENDA CONTENT: Discussion and possible action on a request to extend the expiration date of a preliminary plat of the Ashland Project Model Home Park, due to expire September 27, 2023.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY. This is a request by the applicants for the Ashland Development to consider a request to extend the expiration date of a preliminary plat of the Ashland Project Model Home Park. The Ashland Model Home Park preliminary plat is set to expire 9/27/2023 (1 year after approval), and Quiddity is aiming to submit the final plat for the Model Home Park later this month. This will place the Model Home Park final plat on the October P&Z agenda. The applicant hopes to ensure the preliminary plat does not expire before the final plat is approved. (Attachment 1). The subject property is located within the City of Angleton ETJ between SH 521 and SH 288 and north of SH 523. No development agreement is in place to establish standards for the Ashland Project. Responses to the City Engineer comments are provided in the plat attachments following. As noted on the plat, the subject property consists of 3.46 acres and has nine (9) lots of varying sizes, two reserves in two blocks.

Sec. 23-94. - Preliminary plats.

H. Lapse of approval.

1. Preliminary plat approval shall be valid for 12 months from the date of council approval, during which time all general terms and conditions under which the preliminary plat was approved shall not be changed;
2. The council approval of the preliminary plat shall be deemed void unless a final plat is submitted within the 12-month period, or unless the 12-month period is extended by the council for a term not to exceed 12 months at the request of the subdivider; and

Recommendation. The City Council should consider extending the request for an expiring preliminary plat.

November 1, 2022

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

Re: ASHLAND MODEL HOME PARK

Dear Otis,

On behalf of Anchor Holdings, LLC, we Meta Planning + Design, respectfully submit our responses below to the City Comments dated August 19, 2022, for the above referenced plat.

1. Update the FIRM information provided in the plat notes to current mapping data.
Response: FRIM data is provided.
2. Information to be completed for Notes 14-16.
Response: These notes have been updated. Please see updated plat.
3. Coordination shall be made with Angleton Drainage District and to verify the required plat certificate block on the plat.
Response: Coordination has been made with Angleton Drainage District. We are awaiting response.
4. Provide Metes and Bounds legal description on the plat.
Response: Metes and Bounds have been provided. Please see updated plat.
5. Remove the City Engineer certificate block from the plat.
Response: The City Engineer certificate block has been removed from the plat.
6. Verify what zoning requirements the setbacks planned for and include on the plat.
Response: The project is in the ETJ, and there is no development agreement establishing standards for development and zoning does not exist in the ETJ.
7. Provide a note on the plat of how/who will be providing utility services for the subdivision (water, sanitary, gas, electric, cable, etc.)
Response: This information has been noted on the plat.
8. Provide a lot/block table on the plat to show lot block and square footage.
Response: This information has been provided.
9. Provide one corner of the plat to reference the corner of the original abstract survey. (Angleton LDC Sec. 23-117 B.1.a)
Response: This has been provided. Please see updated plat.

10. Provide contour lines at 1-ft intervals on the plat area. (Angleton LDC Sec. 23-117 B.7)

Response: This has been provided.

11. Show notation of the 500-yr floodplain (0.2% Annual Chance Flood Hazard). (Angleton LDC Sec. 23-117 B.1.c)

Response: Floodway is shown on the plat.

Enclosed is a copy of the revised plat. Please contact me if you need any additional information.

Sincerely,

Caitlin King

Caitlin King
Enclosure

September 01, 2023

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

Re: ASHLAND MODEL HOME PARK- EOA

Dear Otis,

We, META Planning + Design, respectfully request an extension of approval on the Ashland Model Home Park preliminary plat to allow for more time to assemble the final plat package. We request an extension not to exceed 12 months to achieve this. Additionally, we acknowledge that there will be no additional extensions.

Please contact me if you need any additional information.

Sincerely,

Caitlin King

Caitlin King

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ANCHOR HOLDINGS MP, LLC acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as 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 (called "Owners") and approved by the City of Angleton, ("City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns:

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision. All Owner documents shall specify, confirm and bind the Owner(s) to continuously maintain all Drainage Easements and shall relieve the City of Angleton of the responsibility to maintain any Drainage Easement. The fee simple title to the Drainage and Floodway Easement shall always remain in the Owner(s).

The City and Angleton Drainage District will not be responsible for the maintenance and operation of easement or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion, but reserves the right to use enforcement powers to ensure that drainage easements are properly functioning in the manner in which they were designed and approved.

The Owners shall keep all Drainage Easements clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Angleton or Angleton Drainage District shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Owners to alleviate any public health or safety issues.

The Association hereby agrees to indemnify and hold harmless the City from any such damages and injuries.

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.

Owner

Duly Authorized Agent

STATE OF TEXAS §
COUNTY OF BRAZORIA §

Before me, the undersigned, personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and, in the capacity, therein stated. Given under my hand and seal of office this ___ day of _____

Notary Public
State of Texas

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

I, Steven Jares, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that META Planning + Design LLC has prepared this preliminary plat based on information furnished by Quiddity Engineering, LLC.

Steven Jares
Registered Professional Land Surveyor
No. 5317

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That I, William A.C. McAshon, 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.

William A.C. McAshon, P.E.
Professional Engineer

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.

Moyor

City Secretary

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
State of Texas

LEGEND:

- 1.) "B.L." INDICATES BUILDING LINE.
- 2.) "U.E." INDICATES UTILITY EASEMENT.
- 3.) "A.C." INDICATES ACREAGE.
- 4.) "R.O.W." INDICATES RIGHT-OF-WAY.
- 5.) "P.O.B." INDICATES POINT OF BEGINNING.
- 6.) "FND" INDICATES FOUND.
- 7.) "IP" INDICATES IRON PIPE.
- 8.) "IR" INDICATES IRON ROD.
- 9.) "VOL." INDICATES VOLUME.
- 10.) "Pg." INDICATES PAGE.
- 11.) "D.R.B.C." INDICATES DEED RECORDS BRAZORIA COUNTY.
- 12.) "NO." INDICATES NUMBER.
- 13.) "CT." INDICATES COURT.
- 14.) "DR." INDICATES DRIVE.
- 15.) "O.P.R.B.C." INDICATES OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY.
- 16.) " " " " INDICATES STREET NAME CHANGE.
- 17.) " [] " INDICATES BLOCK NUMBER.
- 18.) " [] " INDICATES RESERVE NUMBER.
- 19.) " $\frac{65}{R}$ " INDICATES 65' CUL-DE-SAC RADIUS.

GENERAL NOTE:

- 1.) "B.L." INDICATES BUILDING LINE.
- 2.) "U.E." INDICATES UTILITY EASEMENT.
- 3.) "1' RES." INDICATES 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 acreage tracts, the condition of such dedication being that when the adjacent property is 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 vest in the dedicator, his heirs assigns, or successors.
- 4.) ALL PROPERTY LINE DIMENSIONS ARE APPROXIMATE.
- 5.) ALL LOT WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE, AND LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE, AND OR THE REAR BUILDING PAD LINE.
- 6.) 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.
- 7.) 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.
- 8.) 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.
- 9.) 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.
- 10.) 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.
- 11.) ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
- 12.) 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 ALLTERRA'S RTK NETWORK, STATIONS HAGS_1012 AND HCOG_14012.
- 13.) THESE TRACTS LIE WITHIN ZONE "X" AND ZONE "X-SHADED" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 48545B, MAP NUMBER 48039C0430K, PANEL 430, SUFFIX "K" DATED DECEMBER 30, 2020, FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS.
- 14.) THIS PRELIMINARY PLAT HAS BEEN PREPARED BY META PLANNING + DESIGN LLC, WITH THE AID OF INFORMATION PROVIDED BY QUIDDITY ENGINEERING, LLC.
- 15.) QUIDDITY ENGINEERING, LLC, TBPE FIRM REGISTRATION No. F-23290, TBPLS FIRM REGISTRATION No. 10046100, IS A SUBCONSULTANT ONLY AND HAS NOT PREPARED THIS PRELIMINARY PLAT.
- 16.) * PROPOSED MONUMENTS TO BE SET BY QUIDDITY ENGINEERING, LLC, UPON RECORDATION OF A FINAL PLAT.
- 17.) LOTS WITHIN THIS SUBDIVISION SHALL BE SERVICED BY THE FOLLOWING PROVIDERS: BRAZORIA COUNTY MUD #82, CENTERPOINT, TEXAS NEW MEXICO POWER, AND CENTRIC GAS & FIBER.

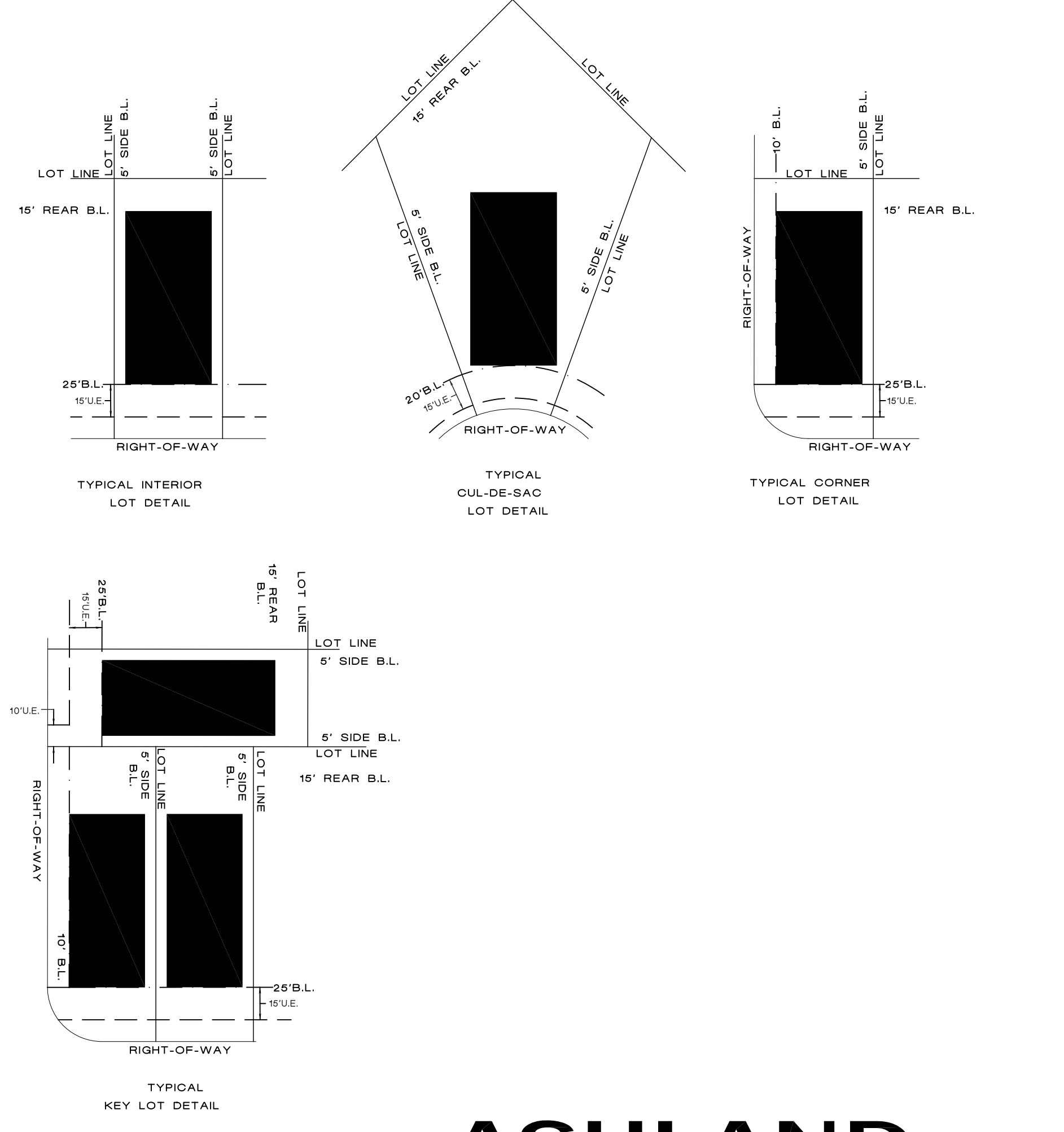
STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 3.46-acre tract of land situated in the Shubael Marsh Survey, Abstract No. 82, in Brazoria County, Texas, being out of a called 469.08 acre tract of land conveyed to Anchor Holdings MP, LLC by Special Warranty Deed recorded in Clerk's File No. 2021085145 of the Official Public Records of Brazoria County; said 3.46-acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, South Central Zone:

COMMENCING at a found concrete monument at the northwest corner of said 469.08-acre tract, the southwest corner of a called 2.97-acre tract of land conveyed to James W. Northrup and Deborah Northrup in Clerk's File No. 01-008056 in Brazoria County Official Public Records, and along the east line of F.M. Highway 521 recorded in Volume P, Page 201 of the Commissioner Court Records, from which a 5/8 inch found iron rod bears North 87°03'34" East, 3,809.08 feet;

- THENCE, South 14°02'37" West along the west line of said 469.08-acre tract, common with the east line of said F.M. Highway 521, 4,023.24 feet to a point for corner;
- THENCE South 75°57'23" East through said 469.08-acre tract to the POINT OF BEGINNING and at the beginning of a non-tangent curve to the left;
- THENCE, along the arc of said non-tangent curve to the left having a radius of 780.15 feet, a central angle of 02°32'51", an arc length of 34.69 feet, and a long chord bearing North 88°17'00" East, 34.68 feet to a point for corner;
- THENCE, North 87°00'33" East, 60.01 feet to a point for corner;
- THENCE, North 02°59'27" West, 60.00 feet to a point for corner;
- THENCE, North 87°00'33" East, 45.65 feet to a point at the beginning of a curve to the right;
- THENCE, along the arc of said curve to the right having a radius of 330.00 feet, a central angle of 59°45'21", an arc length of 344.17 feet, and a long chord bearing South 63°06'46" East, 328.78 feet to a point at the beginning of a reverse curve to the left;
- THENCE, along the arc of said reverse curve to the left having a radius of 25.00 feet, a central angle of 79°12'04", an arc length of 34.56 feet, and a long chord bearing South 72°50'07" East, 31.87 feet to a point at the beginning of a compound curve to the left;
- THENCE, along the arc of said compound curve to the left having a radius of 520.00 feet, a central angle of 00°20'32", an arc length of 3.11 feet, and a long chord bearing North 67°23'34" East, 3.11 feet to a point for corner;
- THENCE, South 22°46'42" East, 60.00 feet to a point at the beginning of a non-tangent curve to the left;
- THENCE, along the arc of said non-tangent curve to the left having a radius of 25.00 feet, a central angle of 82°32'24", an arc length of 36.05 feet, and a long chord bearing South 25°54'36" West, 33.01 feet to a point at the beginning of a reverse curve to the right;
- THENCE, along the arc of said reverse curve to the right having a radius of 330.00 feet, a central angle of 00°58'07", an arc length of 5.58 feet, and a long chord bearing South 14°55'02" East, 5.58 feet to a point for corner;
- THENCE, South 75°34'02" West, 60.00 feet to a point at the beginning of a non-tangent curve to the right;
- THENCE, along the arc of said non-tangent curve to the right having a radius of 270.00 feet, a central angle of 11°47'21", an arc length of 55.55 feet, and a long chord bearing South 08°32'18" East, 55.46 feet to a point for corner;
- THENCE, South 02°38'38" East, 53.59 feet to a point for corner;
- THENCE, South 87°21'22" West, 429.00 feet to a point for corner;
- THENCE, North 02°38'38" West, 126.84 feet to a point for corner;
- THENCE, North 00°33'35" West, 61.83 feet to a point for corner;
- THENCE, North 03°36'41" East, 135.68 feet to the POINT OF BEGINNING, CONTAINING 3.46-acres of land in Brazoria County, Texas.



ASHLAND MODEL HOME PARK

BEING 3.46 ACRES OF LAND CONTAINING 9 LOTS (50'/60'/70' X 120' TYP.) AND TWO RESERVES IN TWO BLOCKS.

OUT OF THE SHUBAEL MARSH SURVEY, A-81 & A-82 BRAZORIA COUNTY, TEXAS

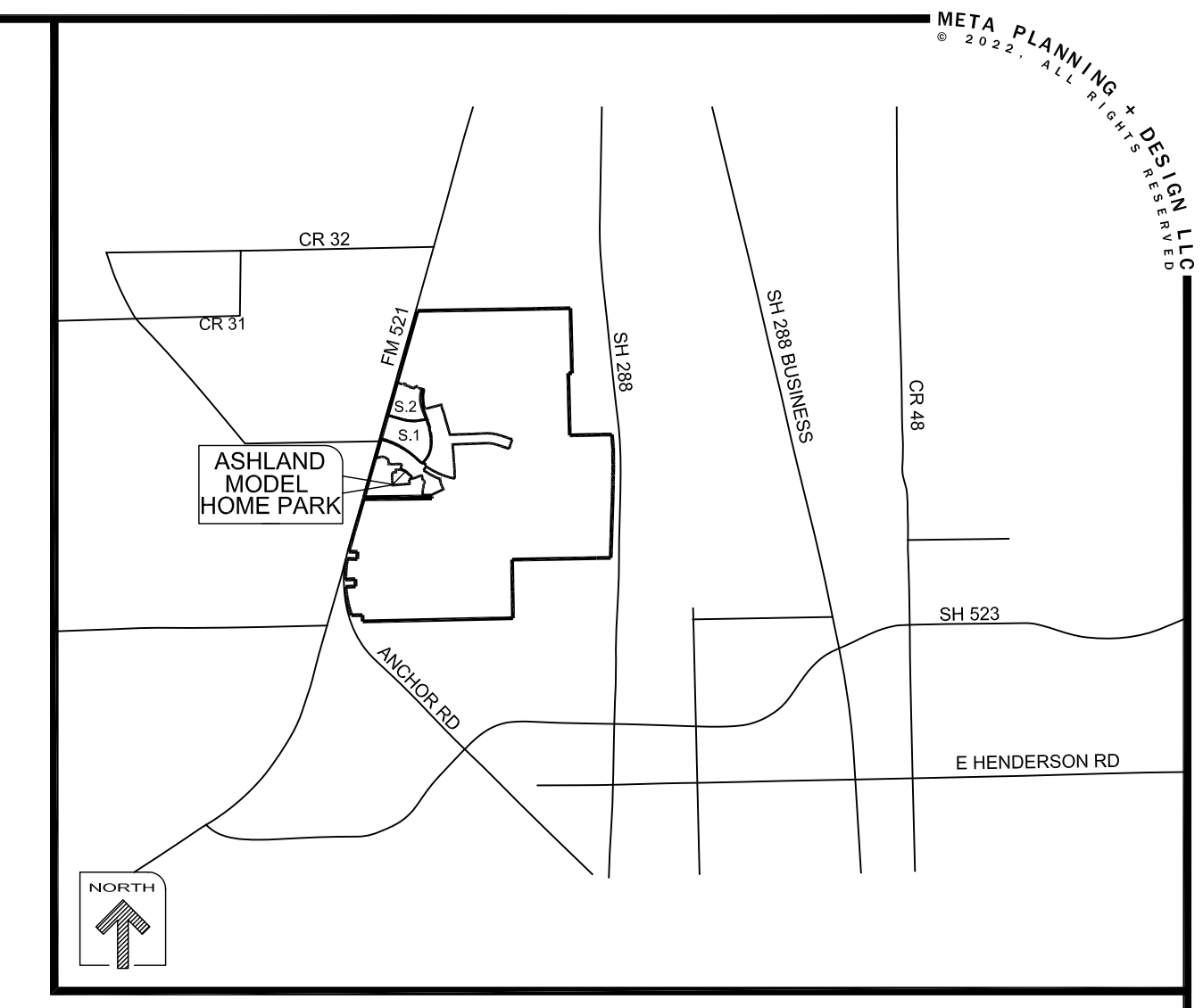
OWNER:
ANCHOR HOLDINGS MP, LLC
101 PARKLANE BOULEVARD, SUITE 102
SUGAR LAND, TEXAS 77478

ENGINEER:
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
(713) 777-5337

SURVEYOR
QUIDDITY ENGINEERING, LLC
6330 W LOOP S, SUITE 150
BELLAIRE, TEXAS 77401
TBPE FIRM REGISTRATION No. ____
TBPLS FIRM REGISTRATION No. 10046104



DISCLAIMER AND LIMITED WARRANTY
THIS PRELIMINARY SUBDIVISION PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANGLETON SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ANGLETON PLANNING & ZONING COMMISSION AND/OR CITY-COUNCIL. THIS PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.



Vicinity Map (not to scale)

LINE	DISTANCE	BEARING
L1	100'	S 87°00'32" W
L2	60'	S 22°46'42" E
L3	60'	S 70°34'02" W
L4	54'	S 02°38'38" E
L5	426'	S 87°12'52" W
L6	127'	N 02°38'38" W
L7	62'	S 00°33'55" E
L8	136'	N 02°38'41" E
L9	60'	S 87°00'52" W
L10	60'	N 02°39'22" W
L11	48'	S 87°00'52" W

CURVE	RADIUS	ARC	TANGENT	BEARING	CHORD
C1	300'	473'	302'	S 47°49'02" E	426'
C2	550'	488'	302'	N 61°57'02" E	473'
C3	55'	53'	62'	N 44°24'16" W	62'
C4	25'	38'	24'	S 58°23'03" E	38'
C5	580'	98'	49'	S 82°50'38" W	98'
C6	25'	10'	5'	S 75°21'11" W	10'
C7	50'	124'	148'	N 44°24'16" W	95'
C8	25'	10'	5'	N 10°22'17" E	10'
C9	25'	42'	28'	N 44°34'41" W	37'
C10	25'	43'	28'	N 53°00'28" E	38'
C11	25'	42'	28'	S 44°24'16" E	37'
C12	500'	55'	28'	S 84°10'34" W	55'
C13	25'	54'	46'	N 18°48'53" E	44'
C14	270'	170'	88'	N 58°44'05" W	168'
C15	25'	38'	22'	S 25°54'36" W	33'
C16	330'	0'	3'	S 14°50'02" E	0'
C17	270'	98'	38'	S 08°52'18" E	98'
C18	780'	30'	17'	S 88°17'00" W	30'
C19	330'	344'	190'	S 83°00'48" E	329'
C20	25'	35'	21'	N 72°50'07" W	32'
C21	520'	3'	2'	S 67°23'34" W	3'

LOT NO	LOT AREA SQ. FT.
BLOCK 1	
LOT 1	9,529
LOT 2	8,814
LOT 3	7,201
LOT 4	7,566
LOT 5	11,682
LOT 6	11,319
LOT 7	6,874
LOT 8	6,088
LOT 9	6,091

LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	±0.02	1,143	LANDSCAPE/ OPEN SPACE
B	±0.42	18,648	LANDSCAPE/ OPEN SPACE

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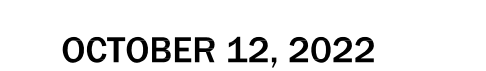
ENGINEER: QUIDDITY ENGINEERING, LLC
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BELLAIRE, TEXAS 77401
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PLANNER: QUIDDITY ENGINEERING, LLC
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BELLAIRE, TEXAS 77401
TBPLS FIRM REGISTRATION No. 10046104



META PLANNING + DESIGN LLC
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 100'



OCTOBER 12, 2022

PAGE: 2 OF 2

MTA# 78006



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 12, 2023
PREPARED BY: Chris Whittaker
AGENDA CONTENT: Henderson Road Project

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT:

N/A

FUNDS REQUESTED:

N/A

FUND:N/A

EXECUTIVE SUMMARY:

The City of Angleton has been proactive in positioning itself for funding for the Henderson Roadway Project. Staff is continuously in contact with HGAC on potential TIP funding and evaluating other possible funding opportunities. The City can proceed forward with the procurement process for professional services to expedite this project. Currently, staff is in the process of composing a Request for Qualification (RFQ) that is in compliance with all federal procurement procedures. Once completed, the City can evaluate the submittals and select a firm for professional services for the project. This will allow the City to quickly proceed forward with the design of the project once funding is secured.

After the selection of professional services, the City could proceed forward with ROW acquisition. This process will take approximately 18-24 month. HDR has created a presentation for the ROW Acquisition process/requirements to educate council on what is involved and expected costs associated with it.

This agenda item is just for informational purposes and to discuss how council would like to proceed forward.



HENDERSON ROAD IMPROVEMENT PROJECT

SEPTEMBER 2023

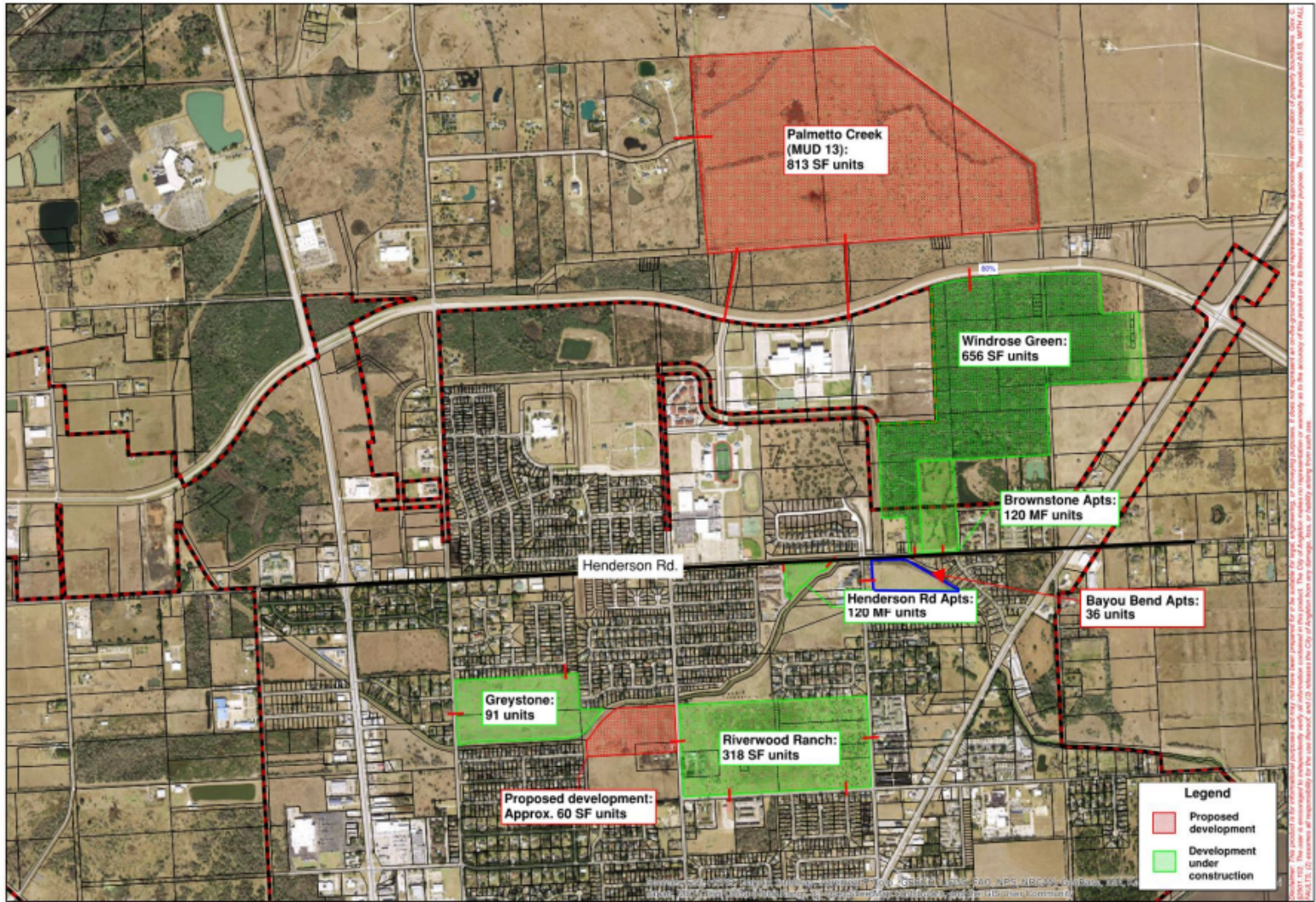


PROJECT EXTENT

Henderson Road Limits

- Improve Pedestrian and Vehicular Mobility and Safety
- Approximately 10,560 Linear Feet Long
- Rancho Ditch/Henderson Crossing Improvements 2020 (Partnership with ADD and Windrose Green)
- Henderson Traffic Study – June 21, 2021
- Henderson Drainage Study – February 22, 2022

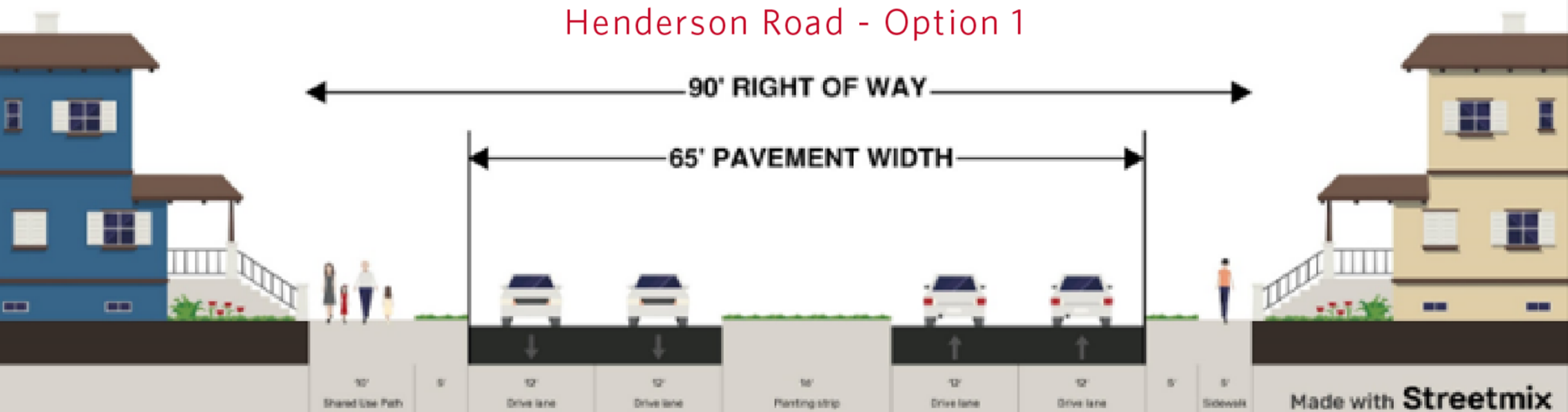




PREVIOUS WORK

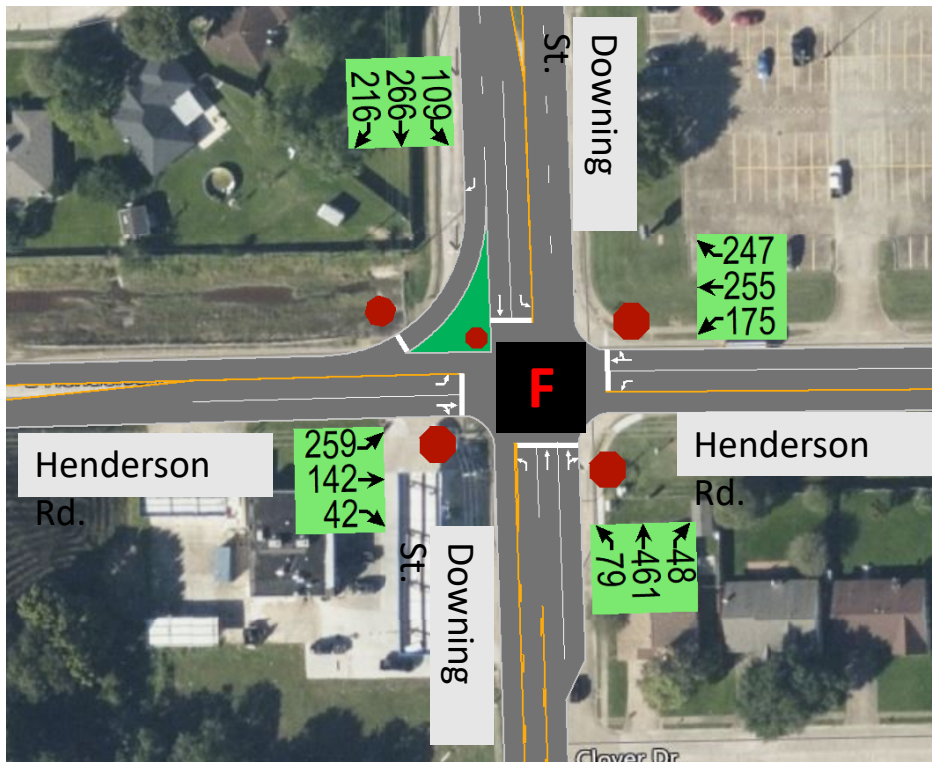
Henderson Road Traffic Study June 2021

- Identified Future Traffic Loading
- Four Lane Boulevard Cross Section
- Identified need for Additional Turn Lanes at Intersections
- Three Signalized intersections (Valderas, Downing, & Buchta)
- Minimum 90-Foot Right-of-Way
- 10-Foot Shared Path and 5-foot Sidewalk

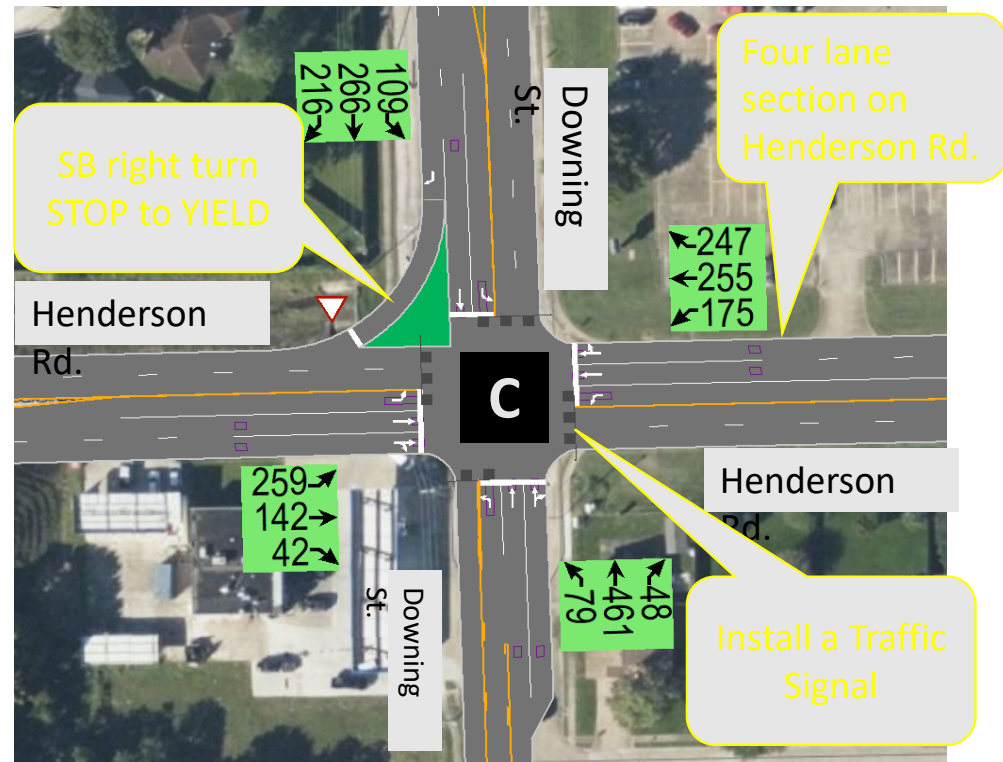


Henderson Rd. at N Downing St.

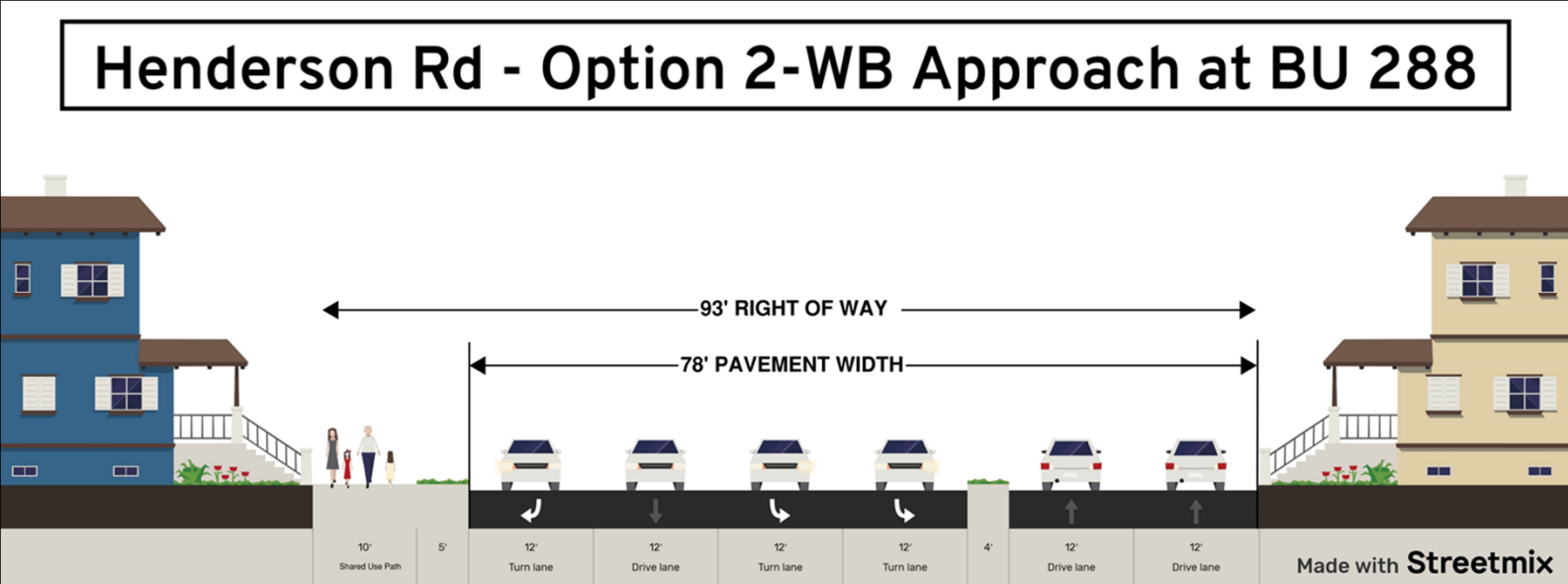
2030 No Build - AM



2030 Build - AM



Proposed Cross Sections



Property Size	Address	Recorded Document #	Vesting Deed Date
1 1141.941	2900 N Velasco (Hwy 288B), Angleton, TX 77515	1993036373	10/6/1993
2 576.23	201 E Henderson Rd, Angleton, TX 77515	2000027490	6/29/2000
3 541.72	N/A	2006074206	12/21/2006
4 546.659	209 E Henderson Rd, Angleton, TX 77515	2013059244	12/11/2013
5 1286.494	213 E Henderson Rd, Angleton, TX 77515	2016019576	4/29/2016
6	217 E Henderson Rd, Angleton, TX 77515	2006068735	11/21/2006
7 3460.194	225 E Henderson Rd, Angleton, TX 77515	2010052426	12/13/2010
8 1178.904	N/A	2015002585	1/21/2015
9 1190.317	101 Lasso St, Angleton, TX 77515	1987028928	8/21/1987
10 1111.753	100 Lasso St, Angleton, TX 77515	2010040469	9/22/2010
11 281.658	105 Trailride Rd, Angleton, TX 77515	2014049742	11/17/2004
12 1271.716	101 Trailride Rd, Angleton, TX 77515	2011037751	9/14/2011
13 695.883	100 Trailride Rd, Angleton, TX 77515	2020036407	7/8/2020
14 909.584	26 Ranch House Loop, Angleton, TX 77515	1998010422	3/24/1998
15 835.109	28 Ranch House Loop, Angleton, TX 77515	2016040100	8/22/2016
16 471.544	30 Ranch House Loop, Angleton, TX 77515	2017010309	3/3/2017
17 472.496	32 Ranch House Loop, Angleton, TX 77515	2021018292	3/24/2021
18 473.448	34 Ranch House Loop, Angleton, TX 77515	2010037561	9/1/2010
19 474.4	36 Ranch House Loop, Angleton, TX 77515	2005050625	8/31/2005
20 490.738	38 Ranch House Loop, Angleton, TX 77515	2011026344	6/29/2011
21 619.421	40 Ranch House Loop, Angleton, TX 77515	2015015752	4/14/2015
22 501.955	42 Ranch House Loop, Angleton, TX 77515	2012045116	10/4/2012
23 518.498	44 Ranch House Loop, Angleton, TX 77515	2002035800	7/2/2015
24 519.615	46 Ranch House Loop, Angleton, TX 77515	2017064028	12/28/2017
25 520.732	48 Ranch House Loop, Angleton, TX 77515	2019042990	9/3/2019
26 521.85	50 Ranch House Loop, Angleton, TX 77515	1998054184	12/22/1998
27 522.967	52 Ranch House Loop, Angleton, TX 77515	1990030435	10/26/1990
46 2497.039	N/A	2010022289	5/27/2010
47 344.27	County Rd 558 @ Henderson Rd	1994019935	5/25/1994
48 950.085	1601 E Henderson Rd, Angleton, TX 77515	1989012513	5/8/2010
49 594.913	FM 523 and Henderston Rd	2020013621	3/13/2020
50 1682.206	1705 E Henderson Rd, Angleton, TX 77515	2020053003	9/15/2020
51 1330.104	1741 Henderson Rd, Angleton, TX 77515	2017047028	9/25/2017
52 794.428	1745 Henderson Rd, Angleton, TX 77515	2017047027	9/25/2017
53 1724.986	1749 W Henderson Rd, Angleton, TX 77515	2020000097	1/2/2020
54	N/A	2013008639	2/22/2013
55 1616.003	1753 E Henderson Rd, Angleton, TX 77515	1993047080	1/4/1994
56 897.896	State Highway 35 and Henderson Rd	1990018966	7/10/1990
57	3015 E Mulberry St, Angleton, TX 77515	2019024018	5/22/2019
58 3527.428	N/A	2016020682	5/5/2016
59 926.659	113 Finch Ln, Angleton, TX 77515	2010027514	6/29/2010
60 446.3	111 Finch Ln, Angleton, TX 77515	2000003925	1/31/2000

61 452.845	109 Finch Ln, Angleton, TX 77515	2007018221	4/2/2007
62 401.566	107 Finch Ln, Angleton, TX 77515	2015014506	4/7/2015
63 403.915	105 Finch Ln, Angleton, TX 77515	2020015575	3/24/2020
64 383.373	103 Finch Ln, Angleton, TX 77515	2006019030	4/5/2006
65 726.658	101 Finch Ln, Angleton, TX 77515	2011045384	10/11/2011
66 1080.016	131 Meadowview Dr, Angleton, TX 77515	1990017761	6/28/1990
67 3346.283	N/A		10/25/1965
68 1722.019	Buchta Rd @ Henderson Rd	2020070584	11/30/2020
69 859.491	1420 Buchta Rd, Angleton, TX 77515	2019010208	3/6/2019
70 2318.031	1421 Buchta Rd, Angleton, TX 77515		
71 6419.693	N/A	2017002983	1/20/2017
72 3464.137	1400 Henderson Rd, Angleton, TX 77515	2017044168	9/11/2017
92 1467.598	2851 N Downing St, Angleton, TX 77515	2018000916	1/5/2018
92 648.399	744 Henderson Rd, Angleton, TX 77515		
93 617.498	1212 Henderson Rd, Angleton, TX 77515	2021064774	9/30/2021
94 607.955	1208 Henderson Rd, Angleton, TX 77515	2021070880	10/26/2021
95 1020.846	N/A	2018042849	8/20/2018
96 2320.671	1198 Henderson Rd, Angleton, TX 77515	2006015863	3/21/2006
97 793.897	8 Rose Ct, Angleton, TX 77515	2018057244	11/13/2018
98 1779.951	7 Rose Ct, Angleton, TX 77515	2018045465	9/4/2018
99 800.9	6 Rose Ct, Angleton, TX 77515	2018040615	8/8/2018
100 4477.629		2018061412	12/6/2018
101 1716.641	770/740 Henderson Rd, Angleton, TX 77515	2015025520	6/9/2015
102 1283.284	700 E Henderson Rd, Angleton, TX 77515	2005069649	12/8/2005
103		2006047068	8/7/2006
104 661.292	604 Henderson Rd, Angleton, TX 77515	1986022228	6/30/1986
105 1360.513	2850 N Valderas St, Angleton, TX 77515	2003017157	12/9/2020
106 2.871	4 Pineview St, Angleton, TX 77515	2020072829	12/9/2020
107 494.027	5 Pineview St, Angleton, TX 77515	2009015440	4/13/2009
108 638.317	6 Pineview St, Angleton, TX 77515	1986037547	11/4/1986
109 6.961	7 Pineview St, Angleton, TX 77515	1984003360	1/27/1984
110 473.531	211 Silver Saddle Dr, Angleton, TX 77515	2019043910	9/6/2019
111 534.849	207 Silver Saddle Dr, Angleton, TX 77515	2018002392	1/17/2018
112 586.313	205 Silver Saddle Dr, Angleton, TX 77515	2009039747	9/3/2009
113 637.774	201 Silver Saddle Dr, Angleton, TX 77515	2018032649	6/28/2018
114 662.41	105 Silver Saddle Dr, Angleton, TX 77515	2014017101	5/2/2014
115 1010.501	103 Silver Saddle Dr, Angleton, TX 77515	2018044820	8/29/2018
Total			115

CITY OF ANGLETON SCOPE OF WORK (114 PARCELS)

Texas Property Code/Regulations & Requirements Title 4, Chapter 21.01 Federal Regulations & Requirements The Uniform Relocation Assistance and Real Property Acquisition Act (49 CFR 24)		
Task		Scope of Work
Project Management	√	Real Estate Services project management & planning, schedule and cost projections, record keeping system, computer based acquisition/relocation tracking, project reporting, document control, client liason, client meetings and reporting, subconsultant oversight, preparation of documents and procedures.
Right of Entries	√	Prepare and request Right of Entries for survey and enviornmental research.
Appraisal Review	√	Review for accuracy and compliance.
Negotiation	√	Prepare and mail Intent letters notifying property owners about the project. Analyze appraisal, prepare offer packages w/required compliance documents (LOBOR, Acquisition Brochure, etc.), assist property owners w/counteroffer submittals, file close-outs.
Title and Closing Services	√	Clearing title issues, liens, prepare payment packages, attend closings, ensuring clean title.
Relocation	√	Based on approximately 3-parcels , notify all property owners or displacees of eligibility for relocation assistance, provide all required federal compliance documents.
Condemnation Support	√	Based on approximately 30-parcels , pre-commissioners hearing support, prepare condemnation packets, request any required updates to title/appraisal reports, notice of deposits, expert witnesses. All parties with an interest in the property must be noticed of the hearing/filing Petitions for Hearings/recording all Eminent Domain documents into the courts to obtain possession of the property.
Surveying	√	Prepare metes and bounds/exhibit for each parcel, topography on new ROW, topography 10' past the future ROW on each parcel.
Title Reports/Closing Costs	√	Preliminary title, final surveys to title company for updates to title, closing costs associated with title insurance, escrow and acquisition.
Appraisals	√	USPAP and/or Yellow Book Requirements for appraisers to follow.
Litigation	√	Based on approximately 30-parcels : Draft templates for Original Petition, Award and Objections to be approved by City, E-filing, Review of E-file Oath of Commissioners, Waiver of Service of Notices or Proof of Service, prepare evidence and witnesses (appraiser/engineer for Special Commissioner's Hearing).
Comissioner Fees	√	Based on approximately 12-parcels . The costs received by the Commissioners who attend the Hearings.
Land Costs	√	Required to offer approved appraised value.

CITY OF ANGLETON SCOPE OF WORK (114 PARCELS)

Task	Estimated Right of Way Consultant Fees	Other Estimated Right of Way Consultant Fees	Texas Property Code/Regulations & Requirements	Estimated Total Costs	Scope of Work
			Title 4, Chapter 21.01 Federal Regulations & Requirements The Uniform Relocation Assistance and Real Property Acquisition Act (49 CFR 24)		
Project Management	X		√		Real Estate Services project management & planning, schedule and cost projections, record keeping system, computer based acquisition/relocation tracking, project reporting, document control, client liason, client meetings and reporting, subconsultant oversight, preparation of documents and procedures.
Right of Entries	X		√		Prepare and request Right of Entries for survey and environmental research.
Appraisal Review	X		√		Review for accuracy and compliance.
Negotiation	X		√		Prepare and mail Intent letters notifying property owners about the project. Analyze appraisal, prepare offer packages w/required compliance documents (LOBOR, Acquisition Brochure, etc.), assist property owners w/counteroffer submittals, file close-outs.
Title and Closing Services	X		√		Clearing title issues, liens, prepare payment packages, attend closings, ensuring clean title.
Relocation	X		√		Based on approximately 3-parcels, notify all property owners or displacees of eligibility for relocation assistance, provide all required federal compliance documents.
Condemnation Support	X		√		Based on approximately 30-parcels, pre-commissioners hearing support, prepare condemnation packets, request any required updates to title/appraisal reports, notice of deposits, expert witnesses. All parties with an interest in the property must be noticed of the hearing/filing Petitions for Hearings/recording all Eminent Domain documents into the courts to obtain possession of the property.
Estimated ROW Consultant Cost				\$ 1,556,000.00	
Surveying		X	√		Prepare metes and bounds/exhibit for each parcel, topography on new ROW, topography 10' past the future ROW on each parcel.
Title Reports/Closing Costs		X	√		Preliminary title, final surveys to title company for updates to title, closing costs associated with title insurance, escrow and acquisition.
Appraisals		X	√		USPAP and/or Yellow Book Requirements for appraisers to follow
Litigation		X	√		Based on approximately 30-parcels: Draft templates for Original Petition, Award and Objections to be approved by City, E-filing, Review of E-file Oath of Commissioners, Waiver of Service of Notices or Proof of Service, prepare evidence and witnesses (appraiser/engineer for Special Commissioner's Hearing).
Comissioner Fees		X	√		Based on approximately 12-parcels. The costs received by the Commissioners who attend the Hearings.
Other Estimated ROW Consultant Cost				\$ 1,183,000.00	
Estimated Land Costs				\$ 500,000.00	
Total Estimated Costs				\$ 3,239,000.00	





AGENDA ITEM SUMMARY FORM

MEETING DATE: September 12th, 2023

PREPARED BY: Hector Renteria

AGENDA CONTENT: Overlays

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND:

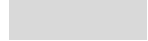
EXECUTIVE SUMMARY: The City of Angleton has an interlocal agreement with Brazoria County to overlay asphalt streets. There have been recent changes to the way Brazoria County wants to structure these projects. They want to keep mobilization to a minimum and request that the project remains in the same area. This recent change will not only affect the current 22-23 overlays, but also the recently discussed 23-24 overlays.

RECOMMENDATION: Staff is looking for council to approve these newly structured lists for the 22-23 overlays, and the 23-24 overlays.

City of Angleton
FY 22/23 Final Overlays

Street/Location	From	To	Length (ft)	Width (ft)	Work Description	For Office Use Only		
E MYRTLE	N ROCK ISLAND	HWY 35	1800	27	1.5" Mill/Overlay			
MILLER	TINSLEY	VALDERAS	1800	27	1.5" Mill/Overlay			
N ROCK ISLAND	MILLER	AKERS	600	20	1.5" Mill/Overlay			
SHADY LANE	MILLER	CEDAR	619	20	1.5" Mill/Overlay			
MCBRIDE	CEDAR	MILLER	600	20	1.5" Mill/Overlay			
RYAN ST	N ARCOLA	N VALDERAS	379	20	1.5" Mill/Overlay			
HIGGINS	WILKINS	MILLER	615	20	1.5" Mill/Overlay			
N MORGAN	WILKINS	MILLER	618	20	1.5" Mill/Overlay			
N ANDERSON	MILLER	CEDAR	620	20	1.5" Mill/Overlay			
N ROCK ISLAND	WILKINS	AKERS	327	20	1.5" Mill/Overlay			
AKERS	ROCK ISLAND	TINSLEY	1076	20	1.5" Mill/Overlay			
N TINSLEY	WILKINS	MILLER	600	20	1.5" Mill/Overlay			
PECAN ST	N DOWNING	MULBERRY (HWY 35)	420	20	1.5" Mill/Overlay			
TOTAL			10074	1.91				

\$0.00



STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF ANGLETON
IS23-0034

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

RECITALS

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

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

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.015, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

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

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

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

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

By: _____

CITY OF ANGLETON
MAYOR

By: _____

BRAZORIA COUNTY
COUNTY JUDGE

Date signed: _____

Date signed: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 12, 2023

PREPARED BY: Michelle Perez

AGENDA CONTENT: Discussion and possible action on Resolution No. 20230912-000 nominating candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: N/A

EXECUTIVE SUMMARY:

BCAD's Board of Director's terms expire December 31, 2023. Currently, Susan Spoor serves on the Board of Directors as a representative of Angleton.

Council will nominate Candidate(s) to be placed on the ballot for voting in December. In 2021 Susan Spoor and Mark Gongora were submitted as nominees.

Susan Spoor shared her interest in being nominated to continue to serve on the board.

Council needs to submit a nominee(s) by the October 15 deadline.

RECOMMENDATION:

Staff recommends Council nominate a candidate and approve the resolution of nominated candidate.

RESOLUTION NO. 20230912-015

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS NOMINATING CANDIDATE(S) FOR A POSITION ON THE BOARD OF DIRECTORS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT.

WHEREAS, those eligible taxing units participating in the Brazoria County Appraisal District have the right and responsibility to nominate from one to five candidate(s) to fill the five (5) positions of the Board of Directors of the Brazoria County Appraisal District for a term of office commencing on January 1, 2024 and extending through December 31, 2025; and

WHEREAS, this governing body of the taxing unit, City of Angleton, desires to exercise its right to nominate the said candidate(s) for such position on said board of directors; now, therefore

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

SECTION 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

SECTION 2. That _____ be, and is/are hereby, nominated as candidate(s) for positions on the board of directors of the Brazoria County Appraisal District to be filled by those eligible taxing units participating in the Brazoria County Appraisal District for a two-year term of office commencing on January 1, 2024:

SECTION 3. That the presiding officer of the governing body of this taxing unit be, and that he is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Brazoria County Appraisal District on or before October 15, 2023.

PASSED AND APPROVED THIS THE 12TH DAY OF SEPTEMBER 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

BRAZORIA COUNTY APPRAISAL DISTRICT

Item 15.

MEMBERS OF THE BOARD

Bobby Brown
Kristin Bulanek
Tommy King
Gail Robinson
George Sandars
Susan Spoor

CHIEF APPRAISER

Marcel Pierel III
500 North Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

M E M O



To: All Voting Taxing Units
From: Marcel Pierel III, Chief Appraiser
Subject: 2023 Board of Directors Election For
Years 2024 – 2025
Date: August 16, 2023

Your taxing unit participates in selecting members of the Brazoria County Appraisal District's Board of Directors.

The board is composed of five members who serve two-year terms, all of which expire December 31, 2023.

If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a non-voting director.

Section 6.03, Property Tax Code, establishes the selection process for Appraisal District Directors.

Enclosed is the calendar of events that will begin in September.

If you have any questions or concerns in this matter, please don't hesitate to call me.

A handwritten signature in black ink, appearing to read 'Marcel Pierel III'.

**BRAZORIA COUNTY APPRAISAL DISTRICT
2023 BOARD OF DIRECTORS ELECTION CALENDAR**

Before Oct. 1
(Sep. 1, 2023)

The chief appraiser notifies each voting taxing unit of the process for the election of the Board of Directors and the number of votes it is entitled to cast.

Each voting unit may nominate one candidate for each position to be filled. Since the board of directors consists of five members, **the unit may nominate up to five candidates.**

Before Oct. 15

The presiding officer of the unit submits the **names and addresses** of the nominees **by written resolution** to the chief appraiser.

Before Oct. 30

The chief appraiser prepares and submits to each voting taxing unit a ballot listing the nominees alphabetically by each candidate's last name and provides the number of votes it may cast, with a resolution sample.

Before Dec. 15

Each voting unit cast votes for any of the candidates on the ballot and submits to the chief appraiser **by written resolution.** The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates.

Before Dec. 31

The chief appraiser counts the votes and certifies as winner the five candidates who received the largest vote totals. The chief appraiser notifies all taxing units (voting and non-voting) and all the candidates (winners and losers) of the outcome.

If a tie occurs, the Chief Appraiser must resolve it through any method of chance.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 09/12/2023

PREPARED BY: Phill Conner

AGENDA CONTENT: DISCUSS AND APPROVE AN ORDINANCE AMENDING THE UTILITY RATE TABLES IN ARTICLE III OF SECTION 26 OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON; REVISING AND PROVIDING FOR AN INCREASE IN THE RATES TO BE CHARGED FOR UTILITY SERVICES BY THE CITY OF ANGLETON; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN OPEN MEETINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

NewGen Strategies & Solutions presented the final 5YR Water and Wastewater Financial Plan at the August 24, 2021 Council meeting and it was approved. The rate adjustments for Fiscal Year 2023-2024 have been included in the Fiscal Year 2023-2024 Proposed Budget. The Proposed Budget also includes increases to the water rates to pay for the \$0.29 increase from BWA.

The Utility Fund will increase total rates by approximately \$7.28 per month for an average customer using approximately 5,000 gallons of water per month. Customers using less than 5,000 gallons per month will receive a smaller increase. Customers using more than 5,000 gallons per month will receive a larger increase.

RECOMMENDATION:

Staff recommends council approve the Ordinance amending the utility rate tables.

ORDINANCE NO. 20230912-016

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 has operational, and maintenance needs necessary to provide utility services; and

WHEREAS, the rates charged to the City of Angleton by the Brazosport Water Authority (“BWA”) are increasing \$0.29 per thousand gallons due to increased operational and debt service costs; 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, the 2023-2024 City of Angleton Budget was prepared based on the increases cited above; 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 1000 gallons usage above base allotment				Max Mthly Charge
			2Kto10K	10K- 25K	25K-50K	over SOK	
Table I-Residential (ind. meter)	\$29.74	2000 gals	\$10.91	\$11.42	\$11.92	\$12.81	n/a
Table II-Multi-family (master meter)	\$28.26	2000 gals	\$10.91	\$11.42	\$11.92	\$12.81	n/a
Table III-Commercial (ind. meter)	\$34.20	2000 gals	\$12.22	\$12.81	\$13.39	\$14.41	n/a
Table IV-Commercial (master meter)	\$28.26	2000 gals	\$10.91	\$11.42	\$11.92	\$12.81	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 1000 Gallons Usage		Max Mthly Charge
Table I-Residential (ind. meter)	\$14.46	0 gals	\$3.97		\$66.07
Table II-Multi-family (master meter)	\$14.46	0 gals	\$3.97		n/a
Table III-Commercial (ind. meter)	\$16.63	0 gals	\$4.57		n/a
Table IV-Commercial (master meter)	\$14.46	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 1000 gallons usage above base allotment				Max. Mthly Charge
			2K to 10K	10K-25K	25K-50K	over SOK	
Table I – Residential (ind. Meter)	\$37.18	2000 gals	\$13.64	\$14.28	\$14.90	\$15.77	n/a
Table II-Multi-family (master meter)	\$35.33	2000 gals	\$13.64	\$14.28	\$14.90	\$15.77	n/a
Table III-Commercial (ind. meter)	\$42.75	2000 gals	\$15.29	\$16.02	\$16.74	\$18.02	n/a
Table IV-Commercial (master meter)	\$35.33	2000 gals	\$13.64	\$14.28	\$14.90	\$15.77	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)	\$18.07	0 gals	\$4.97	\$82.68
Table II-Multi-family (master meter)	\$18.07	0 gals	\$4.97	n/a
Table III-Commercial (ind. meter)	\$20.79	0 gals	\$5.71	n/a
Table IV-Commercial (master meter)	\$18.07	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 October 2023.

SIGNATURE
PAGE
FOLLOWS

PASSED AND APPROVED THIS THE 12TH DAY OF SEPTEMBER 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 12, 2023

PREPARED BY: Phillip Conner, Director of Finance

AGENDA CONTENT: Discussion and possible action on approving Ordinance No. 20230912-000 adopting the Final Project and Finance Plan for Tax Increment Reinvestment Zone No. 2.

AGENDA ITEM SECTION: Regular Agenda

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

FUND: None

EXECUTIVE SUMMARY:

Texas Tax Code section 3011.01 requires the Tax Increment Reinvestment Zone (TIRZ) Board to adopt a project plan and a reinvestment zone financing plan for the zone. These plans are then submitted to the City Council for approval. This PFP was presented to the TIRZ Board for their approval.

Andrea Barnes with P3Works will be presenting the project plan and financing plan to the Council for approval.

RECOMMENDATION:

Staff recommends the passage of Ordinance No. 20230912-000 adopting the Final Project and Finance Plan for Tax Increment Reinvestment Zone No. 2.

ORDINANCE NO. 20230912-017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, APPROVING A FINAL CITY OF ANGLETON TAX INCREMENT REINVESTMENT ZONE PROJECT AND FINANCE PLAN FOR REINVESTMENT ZONE NO. 2; MAKING CERTAIN FINDINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, on July 20, 2020, the City Council of the City of Angleton, Texas (the "City Council"), by the adoption of Ordinance No. 20200714-012, created Tax Increment Reinvestment Zone No. 2, City of Angleton, Texas ("TIRZ No. 2"); and

WHEREAS, Section 311.011(d), Texas Tax Code, provides that the City Council must approve a project plan and reinvestment zone finance plan after its adoption by the board of directors of the reinvestment zone; and

WHEREAS, on September 12, 2023, the Board of Directors of the City of Angleton Tax Increment Reinvestment Zone No. 2, approved the *Final Project and Finance Plan for the City of Angleton Tax Increment Reinvestment Zone No. 2*, (the "Final Project and Finance Plan"), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Section 311.011, Texas Tax Code, the City Council finds that the Final Project and Finance Plan satisfies all statutory requirements.

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

SECTION 1. *Recitals.* That the recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

SECTION 2. *Project and finance plan approval.* That the City Council does hereby approve the Final Project and Finance Plan previously approved and adopted by the board of directors of TIRZ No. 2; a copy of which is attached hereto as **Exhibit A** and incorporated herein for all purposes.

SECTION 3. *Severability.* That 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 invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no provision of this Ordinance shall become inoperative because of the invalidity of another provision; and, therefore, all provisions of this Ordinance are declared severable for that purpose.

SECTION 4. *Effective Date.* This Ordinance shall take effect immediately upon its passage as provided by law.

PASSED AND APPROVED ON THIS THE 12TH DAY OF SEPTEMBER 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Judith El Masri
Randle Law Office, Ltd., L.L.P.

Exhibit A

**City of Angleton Tax Increment Reinvestment Zone No. 2
Final Project and Finance Plan**

[The remainder of this page intentionally left blank.]



CITY OF ANGLETON
TAX INCREMENT REINVESTMENT ZONE NO. 2
FINAL PROJECT AND FINANCE PLAN
AUGUST 22, 2023

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SECTION 1: INTRODUCTION

1.1 Authority and Purpose

The City of Angleton, Texas, a Texas home-rule municipality (the “City”) has the authority under Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended (the “Act”) to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the governing body of the City (the “City Council”) has determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 The Zone

The City Council created a tax increment reinvestment zone to be known as “*City of Angleton Tax Increment Reinvestment Zone No. 2*” (the “Zone”) that includes approximately 78.1 acres of land as depicted on **Exhibit A** and described on **Exhibit H** (the “Property”). The Property is owned by Riverway Capital Partners, LLC (the “Owner”). The Property is currently zoned planned development. The Property is primarily undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The costs of constructing the infrastructure within the Property to serve the demands of contemporary homebuyers are significant. The Property substantially impairs and arrests the sound growth of the City because it is predominately open and undeveloped due to factors such as the lack of public infrastructure and the need for economic incentive to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the public improvements,

and other projects are financed as contemplated by this Final Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, and Brazoria County, (the "County"), a quality master planned residential and commercial development.

1.4 Preliminary Plan and Hearing

Before the City Council adopted the ordinance designating the Zone, the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and held a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons are given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property were given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by the *City of Angleton Tax Increment Reinvestment Zone No. 2, Preliminary Project and Finance Plan* dated July 14, 2020 (the "Preliminary Plan"), the purpose of which was to describe, in general terms, the public improvements that will be undertaken and financed by the Zone. A description of how such public improvements and projects will be undertaken and financed will be determined by this Final Plan and by the TIRZ Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council adopted Ordinance No. 20200714-012 creating the Zone in accordance with the Act (the "Creation Ordinance") finding (1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (2) that the Zone is feasible, and (3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City. Among other provisions required by the Act, the Creation Ordinance appointed a Board of Directors for the Zone (the "Board").

1.6 Board Recommendations

After the creation of the Zone, the Board reviewed this Final Plan, and has approved and recommended to the City Council a "*City of Angleton Tax Increment Reinvestment Zone No. 2, Final Project and Finance Plan*" (this "Final Plan"), and an agreement between the Owner, Board, and City (the "TIRZ Agreement") consistent with the Facilities and Creation Costs Agreement (defined hereafter) pursuant to which the City will contribute a portion of its ad valorem tax increment attributable to new development in the Zone (the "Tax Increment") into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ

Fund”) to pay to the Owner, in accordance with the TIRZ Agreement, the costs of public improvements and other projects benefiting the Zone.

1.7 Council Action

The City Council will take into consideration the recommendations of the Board and will consider approval of this Final Plan. If the TIRZ Agreement is approved, the City Council will authorize and direct its execution.

On November 12, 2019, the City Council created a Public Improvement District (the “Riverwood Ranch PID”) on the same boundary, by approving Resolution No. 20191112-011. Combining the resources of the Riverwood Ranch PID with the resources of the Zone shall provide a mechanism for the feasibility of high-quality residential development within the Zone.

On July 14, 2020, the City and the Owner entered into a Facilities and Creation Costs Reimbursement Agreement (the “Facilities and Creation Costs Agreement”), which detailed certain obligations of the Zone.

SECTION 2: DESCRIPTION AND MAPS

2.1 Existing Uses and Conditions

The Property is currently located within the corporate limits of the City and is zoned planned development, in accordance with the City’s zoning ordinance. The property is predominantly open and contains several deteriorating, obsolete, and potentially unsafe structures. The absence of any internal roadways, sidewalks, or utilities are inadequate for productive use of the land. The current condition of the property substantially impairs the sound growth of the City.

Development will require extensive public infrastructure that: (1) the City cannot provide, and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the Zone is shown on **Exhibit A**.

2.2 Proposed Uses

The proposed use of the Property is a residential subdivision to be known as Riverwood Ranch, consisting of up to 318 single-family residential homes. It is currently anticipated that the first phase shall consist of approximately 205 single-family residential homes.

SECTION 3: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the corporate limits of the City and shall be subject to the City’s zoning regulation. The City has exclusive jurisdiction over the subdivision and platting of the

property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 4: RELOCATION OF DISPLACED PERSONS

No persons were displaced and in need of relocation due to the creation of the Zone or will be due to the implementation of this Final Plan.

SECTION 5: ESTIMATED NON-PROJECT COSTS

Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs is shown on **Exhibit C** and are estimated to be approximately \$38.8 million.

SECTION 6: PROPOSED PUBLIC IMPROVEMENTS

6.1 Categories of Public Improvements

The proposed public improvements to be financed by the Zone include roadway improvements, water improvements, wastewater improvements, storm water improvements, landscaping and park improvements, and professional services (the “Public Improvements”), as depicted in **Exhibit B**. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

The Public Improvements are in compliance with Chapter 311 and the Facilities and Creation Costs Reimbursement Agreement, based on the specific categories described below:

- *Capital Costs* related to construction of water, sanitary, sewer, storm drainage and detention, paving, landscaping, amenities, and other improvements.
- *Land Costs* associated with property formally conveyed to the public in conjunction with the implementation of projects otherwise eligible for reimbursement may also be eligible for reimbursement.
- *Professional Services Costs* incurred for architectural, planning, engineering, legal, landscape architecture, environmental, archaeological, and other services necessary to a project.

6.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit G**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 7: ESTIMATED PROJECT COSTS

7.1 Project Costs

In accordance with Chapter 311, the total costs for projects in the Zone include the Public Improvements and the cost of administering the Zone (the “Project Costs”). The total Project Costs for the first phase of the development are currently estimated to be \$4.9 million, as shown on **Exhibit B**. It is anticipated that this Final Plan shall be amended in the future, in order to add additional projects for a future improvement area within the Zone.

7.2 Estimated Costs of Public Improvements

The Public Improvements are comprised of roads, water, storm drainage, wastewater, landscape and park improvements, and professional services (the “Public Improvement”). The total estimate costs of the Public Improvements are estimated at \$4.5 million, as shown on **Exhibit B**.

7.3 Estimated Administrative Costs

The estimated costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the “Administrative Costs”). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City that are directly related to the administration of the Zone. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid. The Administrative Costs are estimated to be \$10,000 per year beginning 2023 and escalating at two percent (2%) thereafter.

7.4 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually beginning at the time the Zone is created and through the duration of the Zone. It is estimated the Project Costs will be incurred during calendar years 2022 through 2051 as shown on **Exhibit E**.

SECTION 8: ECONOMIC FEASIBILITY

8.1 Feasibility Study

For purposes of this Final Plan, economic feasibility has been evaluated over the term of the Zone, as shown on **Exhibit E** (the "Feasibility Study"). This evaluation focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone will generate approximately \$10.5 million in total new City real property tax revenue. The City, as a participant, will benefit from the new development within the Zone and will retain approximately \$7.6 million in net additional real property tax revenue.

The Feasibility Study shows a portion of the new real property tax revenue generated by the Zone will be retained by the City. The remainder of the new real property tax revenue generated within the Zone will be available to pay Project Costs, until the term expires or is otherwise terminated. Upon expiration or termination of the Zone, one hundred percent (100%) of all tax revenue generated within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 9: ESTIMATED BONDED INDEBTEDNESS

No bonded indebtedness issued by the City pursuant to the Act is contemplated.

SECTION 10: APPRAISED VALUE

10.1 2020 Appraised Value of Taxable Real Property

The Tax Increment Base of the Zone at the time of creation was \$125,440, and was confirmed by the Appraisal district. Each year, the Appraisal District shall confirm the current Captured Appraised Value. The taxable value of the Zone as of Tax Year 2022 is \$7,417,869.

10.2 Estimated Captured Appraised Value

The amount of the Tax Increment for a year during the term of the Zone is the amount of property taxes levied and collected by the City for that year on the captured appraised value of the Property less the Tax Increment Base of the Property, (the "Captured Appraised Value"). The Tax Increment Base of the Property is the total taxable value of the Property for the year in which the Zone was designated, as described in **Section 10.1** above. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$75.6 million, as shown on **Exhibit E**. The actual Captured Appraised Value,

as certified by the Brazoria County Appraisal District will, for each year, will be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan.

SECTION 11: METHOD OF FINANCING

This Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone an amount equal to twenty-seven percent (27%) of the Captured Appraised Value in the Zone levied and collected that constitutes the Tax Increment for that year. For example, in FY 2023, the City tax rate is \$0.618760 per \$100 of assessed value, therefore the City will contribute \$0.1670652 per \$100 of the Captured Appraised Value in the Zone levied and collected.

The revenue produced by the Zone (the "TIRZ Revenue") shall be used annually as follows:

- 1) For reasonable Administrative Costs of the Zone; then
- 2) As a credit towards the principal and interest on the Riverwood Ranch PID Assessment (the "Assessment"), as further defined and described in the Riverwood Ranch PID Service and Assessment Plan (the "TIRZ No. 2 Annual Credit Amount"); then
- 3) Any remaining TIRZ Revenue after the first two obligations shall be transferred to the General Fund of the City.

All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the governing body, and the TIRZ Fund shall only be used to pay the Project Costs in accordance with this Final Plan and the TIRZ Agreement. The City may amend this Final Plan in compliance with the TIRZ Agreement, including but not limited to what is considered a Project Cost.

Pursuant to the Facilities and Creation Costs Agreement, the Owner has paid, and will in the future pay, those Project Costs attributable to the Public Improvements and will construct or cause to be constructed the Public Improvements. The Public Improvements are to be constructed within the boundaries of the Riverwood Ranch PID and are to be financed in part by the City via the levy of Riverwood Ranch PID Assessments (the "Assessment"), as further described in the Riverwood Ranch PID Service and Assessment Plan. In accordance with the Facilities and Creation Costs Agreement, the Zone shall contribute to the Public Improvements annually, in the form of the TIRZ No. 2 Annual Credit Amount, as further described in the Riverwood Ranch PID Service and Assessment Plan, and as depicted on **Exhibit F**.

SECTION 12: DURATION OF THE ZONE, TERMINATION

12.1 Duration

The stated term of the Zone commenced on the creation of the Zone and shall continue until the earlier of (1) thirty (30) years, with the last contribution to the TIRZ Fund being received by January 31, 2051, or (2) the date when all Project Costs are paid, and any debt is retired, or (3) unless otherwise terminated in accordance with the TIRZ Creation Ordinance.

12.2 Termination

The Zone will terminate prior to the expiration of its stated term if the Project Costs have been fully paid by the revenue collected into the TIRZ Fund and distributed according to this Final Plan. If upon expiration of the stated term of the Zone, the Project Costs have not been funded by the Zone, the City shall have no obligation to pay the shortfall and the term shall not be extended. The provisions of this section shall be included in the TIRZ Agreement. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

- Exhibit A** Map of the Zone
- Exhibit B** Project Costs
- Exhibit C** Non-Project Costs
- Exhibit D** Estimated Timeline of Incurred Costs
- Exhibit E** Feasibility Study
- Exhibit F** Map of the Public Improvements
- Exhibit G** Legal Description

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EXHIBIT A – MAP OF THE ZONE

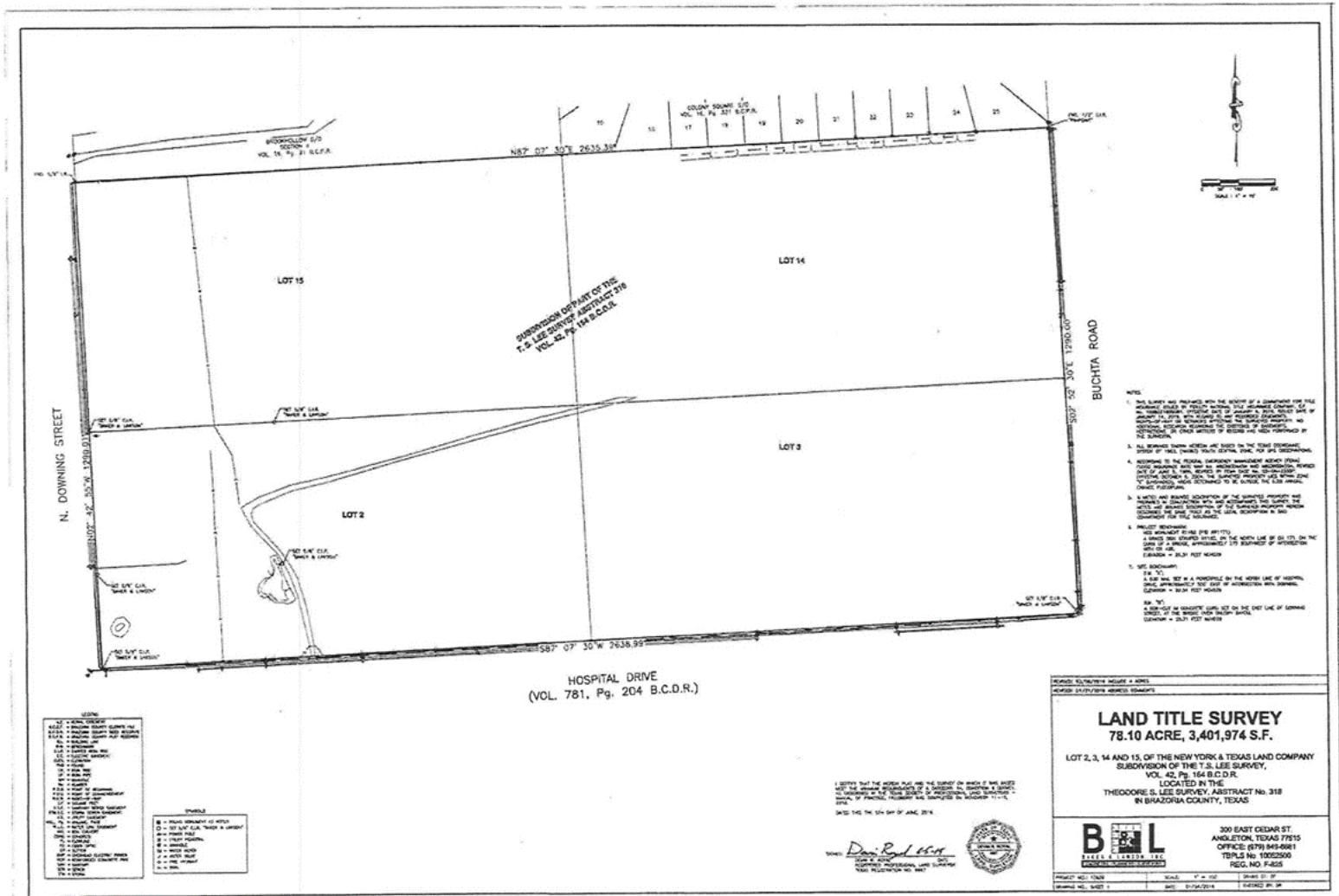


EXHIBIT B – PROJECT COSTS

Public Improvements	
Roadway	\$ 1,698,506
Water	\$ 376,407
Wastewater	\$ 452,137
Storm Water	\$ 655,617
Landscape and Park	\$ 425,589
Contingency	\$ 360,826
Soft Costs	\$ 541,238
Subtotal	\$ 4,510,321
Administrative Costs	\$ 405,681
Total Project Costs	\$ 4,916,001

EXHIBIT C – NON-PROJECT COSTS

City of Angleton Tax Increment Reinvestment Zone No. 2 Non-Project Costs						
Land Use ¹	Units	Lot Value per Unit/SF	Total Finished Lot Value	Buildout Value per Unit/SF	Total Buildout Value	Estimated Non Project Costs
Lot Type 1 (45')	148	\$ 42,750	\$ 6,327,000	\$ 226,500	33,522,000	\$ 27,195,000
Lot Type 2 (50')	30	\$ 47,500	\$ 1,425,000	\$ 247,000	7,410,000	\$ 5,985,000
Lot Type 3 (60')	27	\$ 57,000	\$ 1,539,000	\$ 268,500	7,249,500	\$ 5,710,500
Total	205		\$ 9,291,000		\$ 48,181,500	\$ 38,890,500

1) Based on data provided by the Owner, includes only Improvement Area #1 units, as further described in the Riverwood Ranch PID Service and Assessment Plan.

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED COSTS

City of Angleton Tax Increment Reinvestment Zone No. 2 Estimated Timeline of Incurred Project Costs						
Zone	Calendar Year	Project Costs ¹		Deposit to General Fund		
		Administrative Costs	TIRZ No. 2 Annual Credit Amount	Annual	Cumulative	
Base	2020					
1	2021	\$ -	\$ -	\$ -	\$ -	
2	2022	\$ -	\$ 1,723	\$ -	\$ -	
3	2023	\$ 10,000	\$ 2,183	\$ -	\$ -	
4	2024	\$ 10,200	\$ 43,387	\$ -	\$ -	
5	2025	\$ 10,404	\$ 60,092	\$ -	\$ -	
6	2026	\$ 10,612	\$ 74,382	\$ -	\$ -	
7	2027	\$ 10,824	\$ 75,873	\$ -	\$ -	
8	2028	\$ 11,041	\$ 77,395	\$ -	\$ -	
9	2029	\$ 11,262	\$ 78,947	\$ -	\$ -	
10	2030	\$ 11,487	\$ 78,722	\$ -	\$ -	
11	2031	\$ 11,717	\$ 78,492	\$ -	\$ -	
12	2032	\$ 11,951	\$ 80,066	\$ -	\$ -	
13	2033	\$ 12,190	\$ 80,495	\$ 1,177	\$ 1,177	
14	2034	\$ 12,434	\$ 80,495	\$ 2,815	\$ 3,992	
15	2035	\$ 12,682	\$ 80,495	\$ 4,485	\$ 8,477	
16	2036	\$ 12,936	\$ 80,495	\$ 6,189	\$ 14,666	
17	2037	\$ 13,195	\$ 80,495	\$ 7,927	\$ 22,593	
18	2038	\$ 13,459	\$ 80,495	\$ 9,699	\$ 32,292	
19	2039	\$ 13,728	\$ 80,495	\$ 11,508	\$ 43,800	
20	2040	\$ 14,002	\$ 80,495	\$ 11,233	\$ 55,033	
21	2041	\$ 14,282	\$ 80,495	\$ 10,953	\$ 65,986	
22	2042	\$ 14,568	\$ 80,495	\$ 12,786	\$ 78,772	
23	2043	\$ 14,859	\$ 80,495	\$ 14,656	\$ 93,428	
24	2044	\$ 15,157	\$ 80,495	\$ 16,563	\$ 109,991	
25	2045	\$ 15,460	\$ 80,495	\$ 18,508	\$ 128,499	
26	2046	\$ 15,769	\$ 80,495	\$ 20,493	\$ 148,992	
27	2047	\$ 16,084	\$ 80,495	\$ 22,517	\$ 171,508	
28	2048	\$ 16,406	\$ 80,495	\$ 24,581	\$ 196,089	
29	2049	\$ 16,734	\$ 80,495	\$ 26,687	\$ 222,776	
30	2050	\$ 17,069	\$ 80,495	\$ 26,352	\$ 249,128	
31	2051	\$ 17,410	\$ 80,495	\$ 26,011	\$ 275,139	
Total		\$ 387,922	\$ 2,180,659	\$ 275,139		

(1) Estimate provided for illustrative purposes only.

EXHIBIT E – FEASIBILITY STUDY

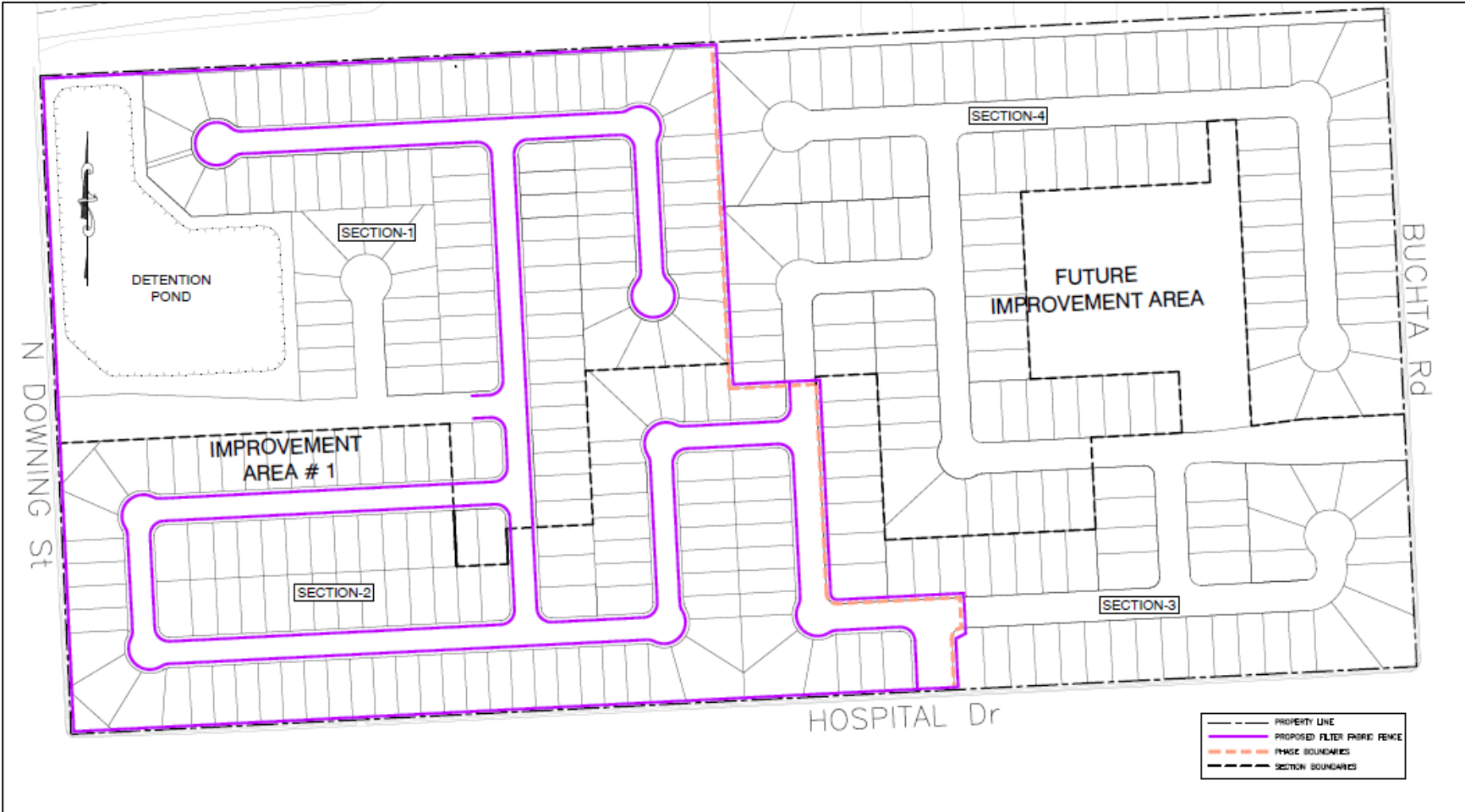
City of Angleton Tax Increment Reinvestment Zone No. 2 Feasibility Study

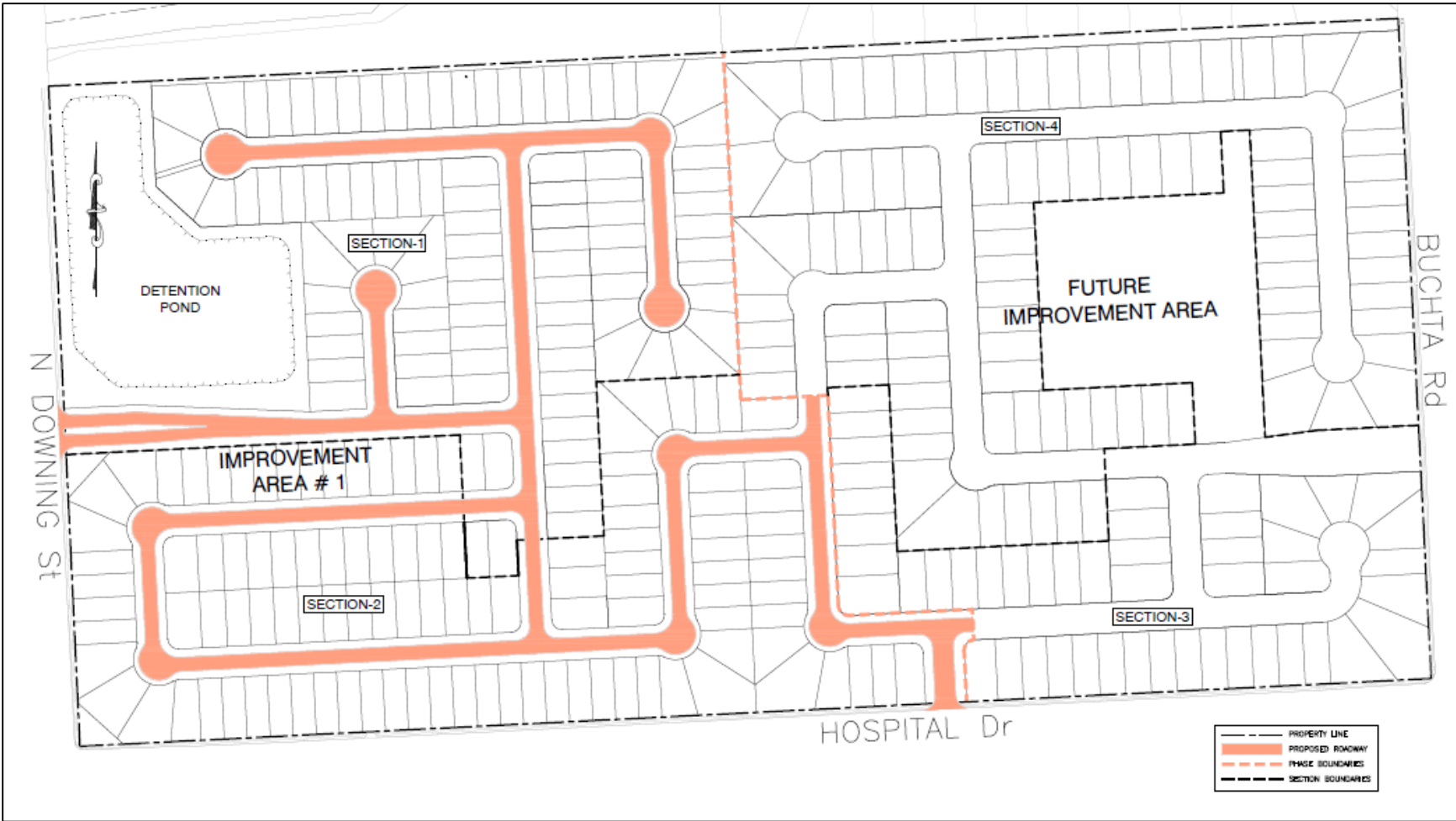
Zone	Year	Calendar Year	Growth/ Year ¹	Taxable Value			City TIRZ Increment		
				Added Development Value ²	New Taxable Value	Incremental Value	%	Annual	Cumulative
Base	2020				\$ 125,440				
1	2021				\$ 1,156,510	\$ 1,031,070			
2	2022		2%	\$ 6,238,229	\$ 7,417,869	\$ 7,292,429	27%	\$ 1,723	\$ 1,723
3	2023		2%	\$ 24,635,000	\$ 32,201,226	\$ 32,075,786	27%	\$ 12,183	\$ 13,906
4	2024		2%	\$ 9,477,000	\$ 42,322,251	\$ 42,196,811	27%	\$ 53,587	\$ 67,493
5	2025		2%	\$ 7,831,271	\$ 50,999,967	\$ 50,874,527	27%	\$ 70,496	\$ 137,989
6	2026		2%	\$ -	\$ 52,019,966	\$ 51,894,526	27%	\$ 84,994	\$ 222,983
7	2027		2%	\$ -	\$ 53,060,366	\$ 52,934,926	27%	\$ 86,698	\$ 309,681
8	2028		2%	\$ -	\$ 54,121,573	\$ 53,996,133	27%	\$ 88,436	\$ 398,116
9	2029		0%	\$ -	\$ 54,121,573	\$ 53,996,133	27%	\$ 90,209	\$ 488,325
10	2030		0%	\$ -	\$ 54,121,573	\$ 53,996,133	27%	\$ 90,209	\$ 578,534
11	2031		2%	\$ -	\$ 55,204,005	\$ 55,078,565	27%	\$ 90,209	\$ 668,743
12	2032		2%	\$ -	\$ 56,308,085	\$ 56,182,645	27%	\$ 92,017	\$ 760,760
13	2033		2%	\$ -	\$ 57,434,246	\$ 57,308,806	27%	\$ 93,862	\$ 854,622
14	2034		2%	\$ -	\$ 58,582,931	\$ 58,457,491	27%	\$ 95,743	\$ 950,365
15	2035		2%	\$ -	\$ 59,754,590	\$ 59,629,150	27%	\$ 97,662	\$ 1,048,027
16	2036		2%	\$ -	\$ 60,949,682	\$ 60,824,242	27%	\$ 99,620	\$ 1,147,646
17	2037		2%	\$ -	\$ 62,168,675	\$ 62,043,235	27%	\$ 101,616	\$ 1,249,262
18	2038		2%	\$ -	\$ 63,412,049	\$ 63,286,609	27%	\$ 103,653	\$ 1,352,915
19	2039		0%	\$ -	\$ 63,412,049	\$ 63,286,609	27%	\$ 105,730	\$ 1,458,645
20	2040		0%	\$ -	\$ 63,412,049	\$ 63,286,609	27%	\$ 105,730	\$ 1,564,375
21	2041		2%	\$ -	\$ 64,680,290	\$ 64,554,850	27%	\$ 105,730	\$ 1,670,105
22	2042		2%	\$ -	\$ 65,973,896	\$ 65,848,456	27%	\$ 107,849	\$ 1,777,953
23	2043		2%	\$ -	\$ 67,293,374	\$ 67,167,934	27%	\$ 110,010	\$ 1,887,963
24	2044		2%	\$ -	\$ 68,639,241	\$ 68,513,801	27%	\$ 112,214	\$ 2,000,178
25	2045		2%	\$ -	\$ 70,012,026	\$ 69,886,586	27%	\$ 114,463	\$ 2,114,640
26	2046		2%	\$ -	\$ 71,412,266	\$ 71,286,826	27%	\$ 116,756	\$ 2,231,396
27	2047		2%	\$ -	\$ 72,840,512	\$ 72,715,072	27%	\$ 119,095	\$ 2,350,492
28	2048		2%	\$ -	\$ 74,297,322	\$ 74,171,882	27%	\$ 121,482	\$ 2,471,973
29	2049		0%	\$ -	\$ 74,297,322	\$ 74,171,882	27%	\$ 123,915	\$ 2,595,889
30	2050		0%	\$ -	\$ 74,297,322	\$ 74,171,882	27%	\$ 123,915	\$ 2,719,804
31	2051		2%	\$ -	\$ 75,783,268	\$ 75,657,828	27%	\$ 123,915	\$ 2,843,720
Total				\$ 48,181,500				\$ 2,843,720	

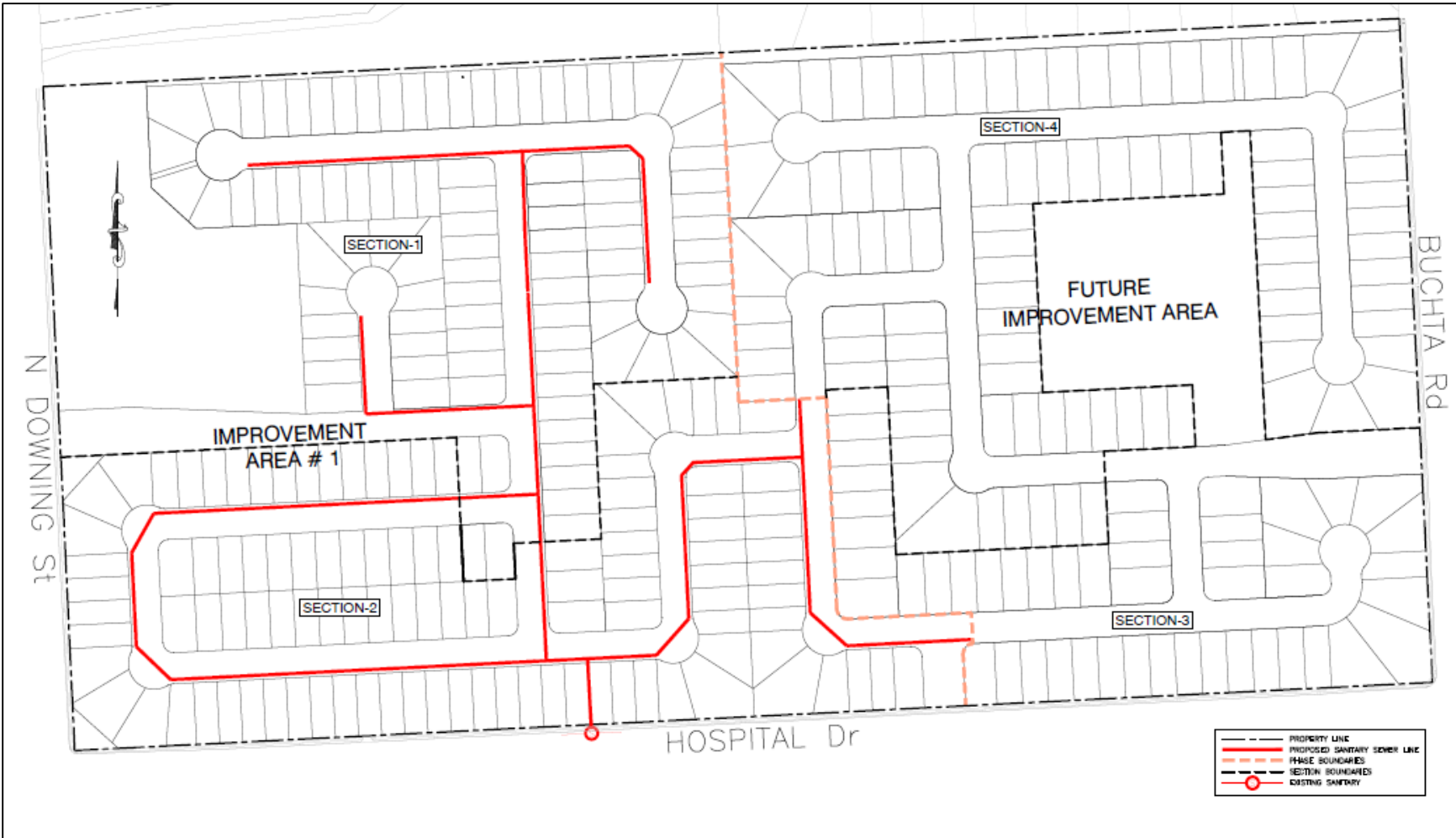
Assumptions	
2020 Base Taxable Value ³	\$ 125,440
2022 Taxable Value	\$ 7,417,869
City AV Rate	0.61876

Footnotes:
(1) Includes 2% value increase annually, with two years of no growth each decade to simulate an economic downturn.
(2) Based on data provided by the Developer.
(3) As provided by the Appraisal District.

EXHIBIT F – MAP OF THE PUBLIC IMPROVEMENTS







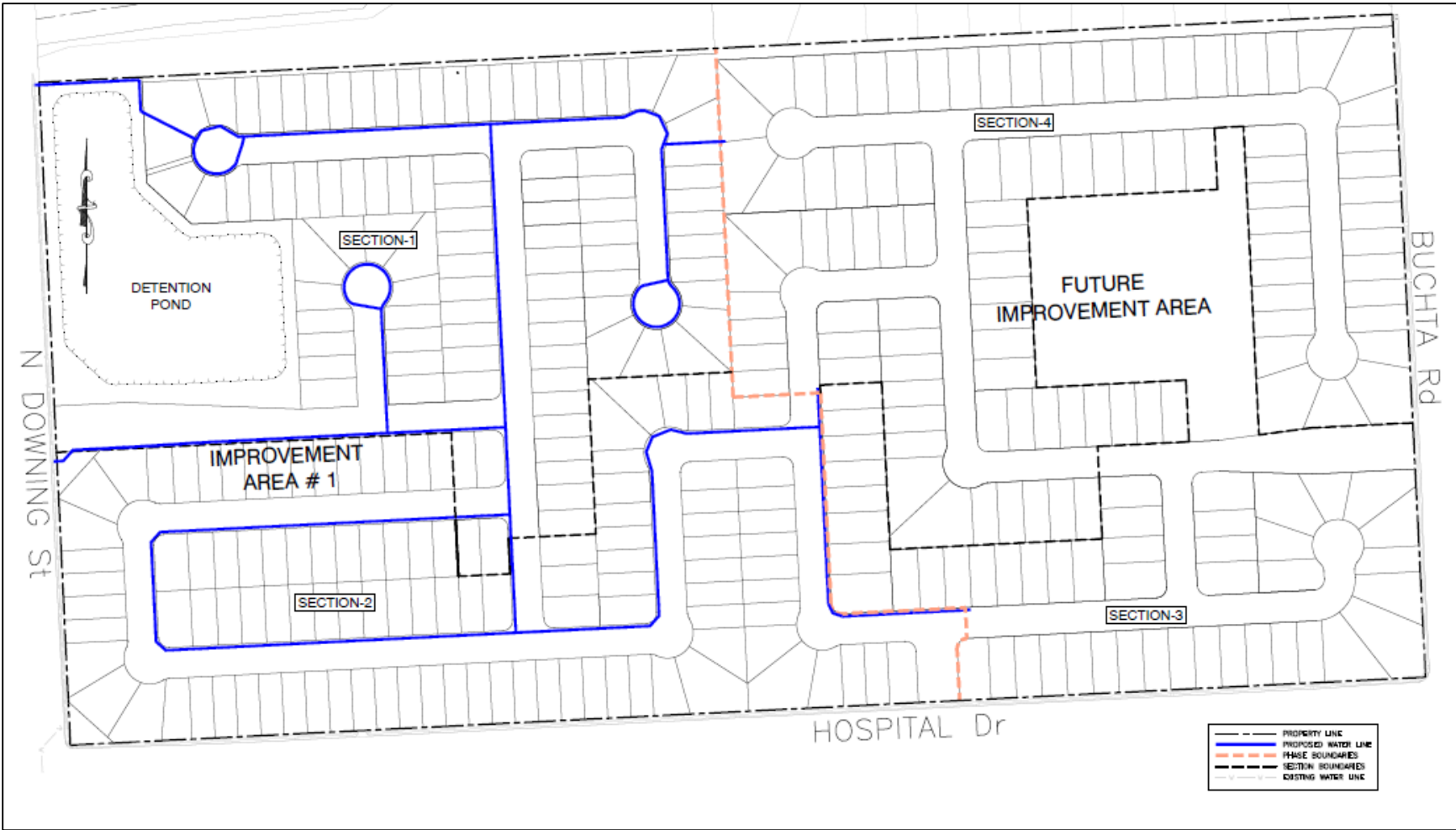


EXHIBIT G – LEGAL DESCRIPTION

County: Brazoria
 Project: 78 Acres Downing Rd
 Job No.: 12939

FIELD NOTES FOR 78.10 ACRE

Being a tract of land containing 78.10 acre (3,401,974 square feet), located within T. S. Lee Survey, Abstract Number (No.) 318, in Brazoria County, Texas; Said 78.10 acre being all of Lots 2, 3, 14 and 15 of the subdivision of the T. S. Lee Survey, Abstract 318 recorded in Volume (Vol.) 42, Page (Pg.) 164 of the Brazoria County Deed Records (B.C.D.R.); Said 78.10 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at a 5/8-inch iron rod found on the east right-of-way (R.O.W.) line of North Downing Street (variable width), at the southwest corner of Brookhollow S/D Section II, a subdivision of record in Vol. 16, Pg. 21 of the Brazoria County Plat Records (B.C.P.R.), for the northwest corner of said Lot 15 and the herein described tract;

Thence, with the south lines of said Brookhollow S/D Section II and Colony Square S/D, a subdivision of record in Vol. 16, pg. 321 of the B.C.P.R., with the north lines of said Lots 15 and 14, North 87 degrees 07 minutes 30 seconds East, a distance of 2,635.39 feet to a found 1/2-inch iron rod with cap stamped "Pinpoint" on the west R.O.W. line of Buchta Road (variable width) at the southeast corner of said Colony Square S/D, for the northeast corner of said Lot 14 and the herein described tract;;

Thence, with the west R.O.W. line of Buchta Road and the east lines of said lots 14 and 3, South 02 degrees 52 minutes 30 seconds East, a distance of 1,290.00 feet to a 5/8-inch iron rod with cap stamped "BAKER & LAWSON" set at the northwest corner of the intersection of said Buchta Road and Hospital Drive (sixty feet wide per Vol. 781, Pg. 204 B.C.D.R.), for the southeast corner of herein described tract;

Thence, with the north R.O.W. line of said Hospital Drive and the south lines of said Lots 3 and 2, South 87 degrees 07 minutes 30 seconds West, a distance of 2,638.99 feet to a 5/8-inch iron rod with cap stamped "BAKER & LAWSON" set for the northeast corner of the intersection of said Downing Road and said Hospital Drive, for the southwest corner of the herein described tract;

THENCE, with the east R.O.W. line of said Downing Road and the west line of said Lots 2 and 15, North 02 degrees 42 minutes 55 seconds West, a distance of 1,290.01 feet to the **POINT OF BEGINNING** and containing 78.10 acres of land.

A land title survey of the herein described tract has been prepared by Baker & Lawson Inc. and accompanies this metes and bounds description.


 Devin R. Royal
 Registered Professional Land Surveyor
 Texas Registration No. 6667



Baker & Lawson Inc.
 Texas Firm Registration No. 10052500
 PH: (979) 849-6681
 January 4, 2019
 Revised: June 6, 2019

ORDINANCE NO. 20230912-018

AN ORDINANCE OF THE CITY OF ANGLETON, TEXAS, APPROVING THE 2023 UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE RIVERWOOD PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; ACCEPTING AND APPROVING THE ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR THE DISTRICT; PROVIDING AN EFFECTIVE DATE AND OTHER MATTERS RELATED THERETO.

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

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

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

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

WHEREAS, the Annual Service Plan Update and updated Assessment Roll for Fiscal Year 2023 attached as Exhibit A (the “2023 Annual Service Plan Update”) hereto conforms the Assessment Roll to the annual principal and interest payment schedule required for the Facilities and Creation Costs Reimbursement Agreement and updates the Service and Assessment Plan and Assessment Roll to reflect prepayments, property divisions and changes to the cost and/or budget allocations for the Authorized Improvements that occur during the year, if any and the annual administrative costs of the District; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance and hereby approves and adopts the 2023 Annual Service Plan Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the Act.

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

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

SECTION 2. *Annual Service Plan Update.* The 2023 Annual Service Plan Update with updated Assessment Roll attached hereto as Exhibit A is hereby accepted and approved and complies with the Act in all matters as required.

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

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

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

SECTION 6. *Property Records.* This Ordinance and the 2022-2023 Annual Service Plan Update shall be filed in the real property records of Brazoria County within seven (7) days of the Effective Date.

SIGNATURE
PAGE FOLLOWS

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ON THIS THE 12TH DAY OF SEPTEMBER 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Michelle Perez, TRMC
City Secretary

Judith El Masri
City Attorney

THE STATE OF TEXAS §

COUNTY OF DALLAS §

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

Given under my hand and seal of office this _____.

Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A

2023 UPDATE TO RIVERWOOD PUBLIC IMPROVEMENT DISTRICT SERVICE AND
ASSESSMENT PLAN



RIVERWOOD RANCH
PUBLIC IMPROVEMENT DISTRICT
2023 ANNUAL SERVICE PLAN UPDATE

AUGUST 22, 2023

INTRODUCTION

Capitalized terms used in this 2023 Annual Service Plan Update shall have the meanings given to them in the 2021 Service and Assessment Plan (the “2021 SAP”) or unless the context in which a term is used clearly requires a different meaning.

On November 12, 2019, the City passed and approved Resolution 20191112-011 authorizing the creation of the District in accordance with the PID Act, as amended, which authorization was effective upon publication as required by the PID Act.

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

Pursuant to Texas Local Government Code Chapter 372, a service and assessment plan must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023. This Annual Service Plan Update also updates the Assessment Roll for 2023.

PARCEL SUBDIVISION

Improvement Area #1

- The Riverwood Ranch Section 1 Plat was filed and recorded within the Brazoria County Official Public Records on March 11, 2021. The Riverwood Ranch Section 1 Plat consists of 71 Lots classified as Lot Type 1, 13 Lots classified as Lot Type 2, 12 Lots classified as Lot Type 3 and 3 Lots classified as Non-Benefited property.
- The Riverwood Ranch Section 2 Plat was filed and recorded with Brazoria County Official Public Records on May 2, 2022. The Riverwood Ranch Section 2 Plat consists of 77 Lots classified as Lot Type 1, 17 Lots classified as Lot Type 2, 15 Lots classified as Lot Type 3 and 4 Lots classified as Non-Benefited property.

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

LOT AND HOME SALES

Improvement Area #1

As of March 31, 2023, there are 205 platted lots designated for single family use. The Owner, Riverwood Ranch LLC, owns 12 lots and has closed 193 lots to homebuilders. Homebuilders have completed home construction and closed 71 homes to end-users.

See **Exhibit C** for buyer disclosures.

AUTHORIZED IMPROVEMENTS

Improvement Area #1

The budget for the Authorized Improvements as identified in the 2021 SAP and updated as of March 31, 2023 is shown below.

Authorized Improvements	Original Budget	Updated Budget	Actual Costs	
			Spent to Date	Percent Complete
<i>Improvement Area #1 Improvements</i>				
Roadway	\$ 1,698,506	\$ 1,774,281	\$ 1,814,783	102.28%
Water	376,407	464,061	449,530	96.87%
Wastewater	452,137	1,323,114	475,416	35.93%
Storm Water	655,617	644,935	643,034	99.71%
Landscape & Park	425,589	790,947	616,910	78.00%
Detention	-	215,995	227,273	105.22%
Contingency	360,826	505,329	13,502	2.67%
Soft Costs	541,238	1,771,090	1,134,614	64.06%
Total	\$ 4,510,320	\$ 7,489,751	\$ 5,375,063	71.77%

Notes:

1) As of March 31, 2023, provided by the Owner.

OUTSTANDING ASSESSMENT

Improvement Area #1

Improvement Area #1 has an outstanding Assessment of \$5,085,000.00.

ANNUAL INSTALLMENT DUE 1/31/2024

Improvement Area #1

- **Principal and Interest¹** – The total principal and interest required for the Annual Installment is \$303,400.00.
- **TIRZ No. 2 Annual Credit Amount** – The total TIRZ No. 2 Annual Credit Amount, credited against the principal and interest required for the Annual Installment, is \$6,633.20
- **Administrative Expenses** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #1 is \$26,932.20. A breakdown of the Annual Collection Costs is shown below.

Improvement Area #1	
Annual Collection Costs	
Administration	\$ 18,727.20
City Auditor	1,000.00
Filing Fees	1,000.00
County Collection	205.00
Draw Request Review	5,000.00
Miscellaneous	1,000.00
Total Annual Collection Costs	\$ 26,932.20

Improvement Area #1	
Due January 31, 2024	
Principal	\$ 100,000.00
Interest	\$ 203,400.00
TIRZ No. Annual Credit Amount	\$ (6,633.20)
Annual Collection Costs	\$ 26,932.20
Total Annual Installment	\$ 323,699.00

See **Exhibit B** for the Improvement Area #1 Installments.

¹ The Annual Installment covers the period January 1, 2023 to December 31, 2023 and is due by January 31, 2024.

PREPAYMENT OF ASSESSMENTS IN FULL

Improvement Area #1

No parcels in Improvement Area #1 have made full prepayments.

PARTIAL PREPAYMENT OF ASSESSMENTS

Improvement Area #1

No parcels in Improvement Area #1 have made partial prepayments.

TIRZ NO. 2 ANNUAL CREDIT

Improvement Area #1

The City Council, in accordance with the Facilities and Creation Costs Reimbursement Agreement approved July 14, 2020, TIRZ funds will be used to reduce the annual PID assessment levied on properties within Improvement Area #1. The TIRZ Revenues generated to reduce the Improvement Area #1 Annual Installment for all Improvement Area #1 Assessed Property so that

the Improvement Area #1 Annual Installment minus the TIRZ No. 2 Annual Credit Amount for each Lot Type does not produce an equivalent tax rate which exceeds the competitive composite ad valorem equivalent tax rate taking into consideration the tax rates of all applicable taxing units and the equivalent tax rate of the Improvement Area #1 Annual Installments. The resulting Maximum TIRZ No. 2 Annual Credit Amount for each Lot Type is shown below.

Lot Type	TIRZ Maximum Annual Credit Amount	
Improvement Area #1		
Lot Type 1	\$	406.77
Lot Type 2	\$	443.58
Lot Type 3	\$	482.20

The TIRZ No. 2 Revenues available to be applied to the Improvement Area #1 Annual Installment due January 31, 2024 is \$6,633.20.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

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

Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
Principal		\$ 100,000	\$ 105,000	\$ 110,000	\$ 110,000	\$ 115,000
Interest		203,400	199,400	195,200	190,800	186,400
TIRZ No. 2 Annual Credit Amount ¹		(6,633)	-	-	-	-
	(1)	\$ 296,767	\$ 304,400	\$ 305,200	\$ 300,800	\$ 301,400
Annual Collection Cost	(2)	\$ 26,932	\$ 27,471	\$ 28,020	\$ 28,581	\$ 29,152
Total Installment	(3) = (1) + (2)	\$ 323,699	\$ 331,871	\$ 333,220	\$ 329,381	\$ 330,552

Footnotes:

1) The TIRZ No. 2 Revenue generated by the Improvement Area #1 Assessed Property for the previous Tax Year shall be applied on a parcel by parcel basis to reduce principal required for the Improvement Area #1 Annual Installment due January 31, 2024. The TIRZ No. 2 Annual Credit Amount shall be updated each year in the Annual Service Plan Update as TIRZ No. 2 Revenue is generated.

ASSESSMENT ROLL

The list of current Parcels or Lots within Improvement Area #1, the corresponding total assessments, and current Annual Installment are shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Roll will receive the bills for the 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

EXHIBIT A – IMPROVEMENT AREA #1 ASSESSMENT ROLL

						Improvement Area #1 ^[a]						
Property ID	Address	Geographic ID	Legal Description	Lot Type	Outstanding Assessment ^[b]	Annual		TIRZ #2 Annual Credit Amount	Annual Installment Due 1/31/2024 ^{[c],[d]}			
						Principal	Interest					
700123	Riverwood Ranch Section 1, BLK 1 LOT 1	7309-1001-001	Riverwood Ranch Section 1, BLK 1 LOT 1	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (31.03)	\$ 1,521.86	
700124	Riverwood Ranch Section 1, BLK 1 LOT 2	7309-1001-002	Riverwood Ranch Section 1, BLK 1 LOT 2	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (31.03)	\$ 1,521.86	
700125	Riverwood Ranch Section 1, BLK 1 LOT 3	7309-1001-003	Riverwood Ranch Section 1, BLK 1 LOT 3	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (31.03)	\$ 1,521.86	
700126	Riverwood Ranch Section 1, BLK 1 LOT 4	7309-1001-004	Riverwood Ranch Section 1, BLK 1 LOT 4	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (31.03)	\$ 1,521.86	
700127	Riverwood Ranch Section 1, BLK 1 LOT 5	7309-1001-005	Riverwood Ranch Section 1, BLK 1 LOT 5	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ (31.03)	\$ 1,662.41	
700128	Riverwood Ranch Section 1, BLK 1 LOT 6	7309-1001-006	Riverwood Ranch Section 1, BLK 1 LOT 6	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ (31.03)	\$ 1,809.81	
700129	Riverwood Ranch Section 1, BLK 1 LOT 7	7309-1001-007	Riverwood Ranch Section 1, BLK 1 LOT 7	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ (169.52)	\$ 1,671.32	
700130	Riverwood Ranch Section 1, BLK 1 LOT 8	7309-1001-008	Riverwood Ranch Section 1, BLK 1 LOT 8	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ (122.84)	\$ 1,718.00	
700131	Riverwood Ranch Section 1, BLK 1 LOT 9	7309-1001-009	Riverwood Ranch Section 1, BLK 1 LOT 9	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ (31.03)	\$ 1,809.81	
700132	Riverwood Ranch Section 1, BLK 1 LOT 10	7309-1001-010	Riverwood Ranch Section 1, BLK 1 LOT 10	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ (31.03)	\$ 1,662.41	
700133	Riverwood Ranch Section 1, BLK 1 LOT 11	7309-1001-011	Riverwood Ranch Section 1, BLK 1 LOT 11	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (31.03)	\$ 1,521.86	
700134	Riverwood Ranch Section 1, BLK 1 LOT 12	7309-1001-012	Riverwood Ranch Section 1, BLK 1 LOT 12	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (31.03)	\$ 1,521.86	
700135	Riverwood Ranch Section 1, BLK 1 LOT 13	7309-1001-013	Riverwood Ranch Section 1, BLK 1 LOT 13	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (31.03)	\$ 1,521.86	
700136	Riverwood Ranch Section 1, BLK 1 LOT 14	7309-1001-014	Riverwood Ranch Section 1, BLK 1 LOT 14	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (31.03)	\$ 1,521.86	
700137	Riverwood Ranch Section 1, BLK 1 LOT 15	7309-1001-015	Riverwood Ranch Section 1, BLK 1 LOT 15	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (35.75)	\$ 1,517.13	
700138	Riverwood Ranch Section 1, BLK 1 LOT 16	7309-1001-016	Riverwood Ranch Section 1, BLK 1 LOT 16	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ (35.05)	\$ 1,658.39	
700139	Riverwood Ranch Section 1, BLK 1 LOT 17	7309-1001-017	Riverwood Ranch Section 1, BLK 1 LOT 17	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82	
700140	Riverwood Ranch Section 1, BLK 1 LOT 18	7309-1001-018	Riverwood Ranch Section 1, BLK 1 LOT 18	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82	
700141	Riverwood Ranch Section 1, BLK 1 LOT 19	7309-1001-019	Riverwood Ranch Section 1, BLK 1 LOT 19	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82	
700142	Riverwood Ranch Section 1, BLK 1 LOT 20	7309-1001-020	Riverwood Ranch Section 1, BLK 1 LOT 20	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82	
700143	Riverwood Ranch Section 1, BLK 1 LOT 21	7309-1001-021	Riverwood Ranch Section 1, BLK 1 LOT 21	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82	
700144	Riverwood Ranch Section 1, BLK 1 LOT 22	7309-1001-022	Riverwood Ranch Section 1, BLK 1 LOT 22	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82	
700145	Riverwood Ranch Section 1, BLK 1 LOT 23	7309-1001-023	Riverwood Ranch Section 1, BLK 1 LOT 23	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (35.05)	\$ 1,517.84	
700146	Riverwood Ranch Section 1, BLK 1 LOT 24	7309-1001-024	Riverwood Ranch Section 1, BLK 1 LOT 24	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (45.26)	\$ 1,507.62	
700147	Riverwood Ranch Section 1, BLK 1 LOT 25	7309-1001-025	Riverwood Ranch Section 1, BLK 1 LOT 25	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82	
700148	Riverwood Ranch Section 1, BLK 1 LOT 26	7309-1001-026	Riverwood Ranch Section 1, BLK 1 LOT 26	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82	
700149	Riverwood Ranch Section 1, BLK 1 LOT 27	7309-1001-027	Riverwood Ranch Section 1, BLK 1 LOT 27	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82	
700150	Riverwood Ranch Section 1, BLK 1 LOT 28	7309-1001-028	Riverwood Ranch Section 1, BLK 1 LOT 28	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (43.29)	\$ 1,509.59	
700151	Riverwood Ranch Section 1, BLK 1 LOT 29	7309-1001-029	Riverwood Ranch Section 1, BLK 1 LOT 29	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (43.29)	\$ 1,509.59	
700152	Riverwood Ranch Section 1, BLK 1 LOT 30	7309-1001-030	Riverwood Ranch Section 1, BLK 1 LOT 30	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82	
700153	Riverwood Ranch Section 1, BLK 1 LOT 31	7309-1001-031	Riverwood Ranch Section 1, BLK 1 LOT 31	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (47.34)	\$ 1,505.55	
700154	Riverwood Ranch Section 1, BLK 1 LOT 32	7309-1001-032	Riverwood Ranch Section 1, BLK 1 LOT 32	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (37.36)	\$ 1,515.52	
700155	Riverwood Ranch Section 1, BLK 1 LOT 33	7309-1001-033	Riverwood Ranch Section 1, BLK 1 LOT 33	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (37.14)	\$ 1,515.74	
700156	Riverwood Ranch Section 1, BLK 1 LOT 34	7309-1001-034	Riverwood Ranch Section 1, BLK 1 LOT 34	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ (39.20)	\$ 1,654.23	
700157	Riverwood Ranch Section 1, BLK 1 LOT 35	7309-1001-035	Riverwood Ranch Section 1, BLK 1 LOT 35	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ (39.15)	\$ 1,801.69	
700158	Riverwood Ranch Section 1, BLK 1 LOT 36	7309-1001-036	Riverwood Ranch Section 1, BLK 1 LOT 36	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ (39.24)	\$ 1,801.59	
700159	Riverwood Ranch Section 1, BLK 1 LOT 37	7309-1001-037	Riverwood Ranch Section 1, BLK 1 LOT 37	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ (217.50)	\$ 1,623.34	
700160	Riverwood Ranch Section 1, BLK 1 LOT 38	7309-1001-038	Riverwood Ranch Section 1, BLK 1 LOT 38	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ (285.77)	\$ 1,407.66	
700161	Riverwood Ranch Section 1, BLK 1 LOT 39	7309-1001-039	Riverwood Ranch Section 1, BLK 1 LOT 39	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (131.89)	\$ 1,420.99	
700162	Riverwood Ranch Section 1, BLK 1 LOT 40	7309-1001-040	Riverwood Ranch Section 1, BLK 1 LOT 40	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (171.14)	\$ 1,381.74	

Footnotes:

- [a] Totals may not match the Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Installment covers the period January 1, 2023 to December 31, 2023 and is due by 1/31/2024.
- [d] Cumulative of TIRZ No. 2 Annual Credit Amount.

					Improvement Area #1 ^[a]						
Property ID	Address	Geographic ID	Legal Description	Lot Type	Outstanding			Annual	Annual	TIRZ #2	Annual
					Assessment ^[b]	Principal	Interest	Collection	Installment	Annual Credit	Installment Due
								Costs	before TIRZ	Amount	1/31/2024 ^{[c],[d]}
700163	Riverwood Ranch Section 1, BLK 1 LOT 41	7309-1001-041	Riverwood Ranch Section 1, BLK 1 LOT 41	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700164	Riverwood Ranch Section 1, BLK 1 LOT 42	7309-1001-042	Riverwood Ranch Section 1, BLK 1 LOT 42	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700165	Riverwood Ranch Section 1, BLK 1 LOT 43	7309-1001-043	Riverwood Ranch Section 1, BLK 1 LOT 43	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700166	Riverwood Ranch Section 1, BLK 1 LOT 44	7309-1001-044	Riverwood Ranch Section 1, BLK 1 LOT 44	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700170	Riverwood Ranch Section 1, BLK 1 LOT 45	7309-1001-045	Riverwood Ranch Section 1, BLK 1 LOT 45	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700171	Riverwood Ranch Section 1, BLK 1 LOT 46	7309-1001-046	Riverwood Ranch Section 1, BLK 1 LOT 46	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700172	Riverwood Ranch Section 1, BLK 1 LOT 47	7309-1001-047	Riverwood Ranch Section 1, BLK 1 LOT 47	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700173	Riverwood Ranch Section 1, BLK 1 LOT 48	7309-1001-048	Riverwood Ranch Section 1, BLK 1 LOT 48	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700174	Riverwood Ranch Section 1, BLK 1 LOT 49	7309-1001-049	Riverwood Ranch Section 1, BLK 1 LOT 49	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700175	Riverwood Ranch Section 1, BLK 1 LOT 50	7309-1001-050	Riverwood Ranch Section 1, BLK 1 LOT 50	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700176	Riverwood Ranch Section 1, BLK 1 LOT 51	7309-1001-051	Riverwood Ranch Section 1, BLK 1 LOT 51	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700177	Riverwood Ranch Section 1, BLK 1 LOT 52	7309-1001-052	Riverwood Ranch Section 1, BLK 1 LOT 52	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700178	Riverwood Ranch Section 1, BLK 1 LOT 53	7309-1001-053	Riverwood Ranch Section 1, BLK 1 LOT 53	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (89.56)	\$ 1,463.33
700179	Riverwood Ranch Section 1, BLK 1 LOT 54	7309-1001-054	Riverwood Ranch Section 1, BLK 1 LOT 54	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (43.15)	\$ 1,509.74
700180	Riverwood Ranch Section 1, BLK 1 LOT 55	7309-1001-055	Riverwood Ranch Section 1, BLK 1 LOT 55	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (33.89)	\$ 1,518.99
700181	Riverwood Ranch Section 1, BLK 1 LOT 56	7309-1001-056	Riverwood Ranch Section 1, BLK 1 LOT 56	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ (131.07)	\$ 1,709.77
700182	Riverwood Ranch Section 1, BLK 1 LOT 57	7309-1001-057	Riverwood Ranch Section 1, BLK 1 LOT 57	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ (276.44)	\$ 1,564.39
700183	Riverwood Ranch Section 1, BLK 1 LOT 58	7309-1001-058	Riverwood Ranch Section 1, BLK 1 LOT 58	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ (230.93)	\$ 1,462.50
700184	Riverwood Ranch Section 1, BLK 1 LOT 59	7309-1001-059	Riverwood Ranch Section 1, BLK 1 LOT 59	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (241.40)	\$ 1,311.49
700185	Riverwood Ranch Section 1, BLK 1 LOT 60	7309-1001-060	Riverwood Ranch Section 1, BLK 1 LOT 60	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (200.40)	\$ 1,352.49
700186	Riverwood Ranch Section 1, BLK 1 LOT 61	7309-1001-061	Riverwood Ranch Section 1, BLK 1 LOT 61	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (210.82)	\$ 1,342.06
700187	Riverwood Ranch Section 1, BLK 1 LOT 62	7309-1001-062	Riverwood Ranch Section 1, BLK 1 LOT 62	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (109.66)	\$ 1,443.22
700188	Riverwood Ranch Section 1, BLK 1 LOT 63	7309-1001-063	Riverwood Ranch Section 1, BLK 1 LOT 63	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (165.66)	\$ 1,387.23
700189	Riverwood Ranch Section 1, BLK 1 LOT 64	7309-1001-064	Riverwood Ranch Section 1, BLK 1 LOT 64	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (101.89)	\$ 1,450.99
700190	Riverwood Ranch Section 1, BLK 1 LOT 65	7309-1001-065	Riverwood Ranch Section 1, BLK 1 LOT 65	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (107.42)	\$ 1,445.47
700191	Riverwood Ranch Section 1, BLK 1 LOT 66	7309-1001-066	Riverwood Ranch Section 1, BLK 1 LOT 66	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ (141.22)	\$ 1,699.61
700192	Riverwood Ranch Section 1, BLK 1 LOT 67	7309-1001-067	Riverwood Ranch Section 1, BLK 1 LOT 67	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ (120.45)	\$ 1,720.39
700193	Riverwood Ranch Section 1, BLK 1 LOT 68	7309-1001-068	Riverwood Ranch Section 1, BLK 1 LOT 68	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ (118.18)	\$ 1,575.25
700194	Riverwood Ranch Section 1, BLK 1 LOT 69	7309-1001-069	Riverwood Ranch Section 1, BLK 1 LOT 69	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ (114.44)	\$ 1,726.40
700195	Riverwood Ranch Section 1, BLK 1 LOT 70	7309-1001-070	Riverwood Ranch Section 1, BLK 1 LOT 70	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ (91.92)	\$ 1,601.52
700196	Riverwood Ranch Section 1, BLK 1 LOT 71	7309-1001-071	Riverwood Ranch Section 1, BLK 1 LOT 71	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (127.55)	\$ 1,425.33
700197	Riverwood Ranch Section 1, BLK 1 LOT 72	7309-1001-072	Riverwood Ranch Section 1, BLK 1 LOT 72	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ (87.28)	\$ 1,606.15
700198	Riverwood Ranch Section 1, BLK 1 LOT 73	7309-1001-073	Riverwood Ranch Section 1, BLK 1 LOT 73	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (110.43)	\$ 1,442.45
700199	Riverwood Ranch Section 1, BLK 1 LOT 74	7309-1001-074	Riverwood Ranch Section 1, BLK 1 LOT 74	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (110.94)	\$ 1,441.95
700200	Riverwood Ranch Section 1, BLK 1 LOT 75	7309-1001-075	Riverwood Ranch Section 1, BLK 1 LOT 75	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (123.93)	\$ 1,428.95
700201	Riverwood Ranch Section 1, BLK 1 LOT 76	7309-1001-076	Riverwood Ranch Section 1, BLK 1 LOT 76	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (82.00)	\$ 1,470.88
700203	Riverwood Ranch Section 1, BLK 1 LOT 77	7309-1001-077	Riverwood Ranch Section 1, BLK 1 LOT 77	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (101.48)	\$ 1,451.40
700204	Riverwood Ranch Section 1, BLK 1 LOT 78	7309-1001-078	Riverwood Ranch Section 1, BLK 1 LOT 78	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700205	Riverwood Ranch Section 1, BLK 1 LOT 79	7309-1001-079	Riverwood Ranch Section 1, BLK 1 LOT 79	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700206	Riverwood Ranch Section 1, BLK 1 LOT 80	7309-1001-080	Riverwood Ranch Section 1, BLK 1 LOT 80	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82

Footnotes:

- [a] Totals may not match the Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Installment covers the period January 1, 2023 to December 31, 2023 and is due by 1/31/2024.
- [d] Cumulative of TIRZ No. 2 Annual Credit Amount.

					Improvement Area #1 ^[a]						
Property ID	Address	Geographic ID	Legal Description	Lot Type	Outstanding			Annual	Annual	TIRZ #2	Annual
					Assessment ^[b]	Principal	Interest	Collection	Installment	Annual Credit	Installment Due
								Costs	before TIRZ	Amount	1/31/2024 ^{[c],[d]}
700207	Riverwood Ranch Section 1, BLK 1 LOT 81	7309-1001-081	Riverwood Ranch Section 1, BLK 1 LOT 81	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ (35.25)	\$ 1,658.18
700208	Riverwood Ranch Section 1, BLK 1 LOT 82	7309-1001-082	Riverwood Ranch Section 1, BLK 1 LOT 82	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ (35.25)	\$ 1,658.18
700209	Riverwood Ranch Section 1, BLK 1 LOT 83	7309-1001-083	Riverwood Ranch Section 1, BLK 1 LOT 83	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700210	Riverwood Ranch Section 1, BLK 1 LOT 84	7309-1001-084	Riverwood Ranch Section 1, BLK 1 LOT 84	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700211	Riverwood Ranch Section 1, BLK 1 LOT 85	7309-1001-085	Riverwood Ranch Section 1, BLK 1 LOT 85	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (43.30)	\$ 1,509.58
700212	Riverwood Ranch Section 1, BLK 1 LOT 86	7309-1001-086	Riverwood Ranch Section 1, BLK 1 LOT 86	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700213	Riverwood Ranch Section 1, BLK 1 LOT 87	7309-1001-087	Riverwood Ranch Section 1, BLK 1 LOT 87	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700214	Riverwood Ranch Section 1, BLK 1 LOT 88	7309-1001-088	Riverwood Ranch Section 1, BLK 1 LOT 88	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700215	Riverwood Ranch Section 1, BLK 1 LOT 89	7309-1001-089	Riverwood Ranch Section 1, BLK 1 LOT 89	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700216	Riverwood Ranch Section 1, BLK 1 LOT 90	7309-1001-090	Riverwood Ranch Section 1, BLK 1 LOT 90	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700217	Riverwood Ranch Section 1, BLK 1 LOT 91	7309-1001-091	Riverwood Ranch Section 1, BLK 1 LOT 91	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ (35.25)	\$ 1,658.18
700218	Riverwood Ranch Section 1, BLK 1 LOT 92	7309-1001-092	Riverwood Ranch Section 1, BLK 1 LOT 92	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ (35.25)	\$ 1,658.18
700219	Riverwood Ranch Section 1, BLK 2 LOT 1	7309-1002-001	Riverwood Ranch Section 1, BLK 2 LOT 1	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.98)	\$ 1,517.90
700220	Riverwood Ranch Section 1, BLK 2 LOT 2	7309-1002-002	Riverwood Ranch Section 1, BLK 2 LOT 2	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700221	Riverwood Ranch Section 1, BLK 3 LOT 1	7309-1003-001	Riverwood Ranch Section 1, BLK 3 LOT 1	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (35.75)	\$ 1,517.13
700222	Riverwood Ranch Section 1, BLK 3 LOT 2	7309-1003-002	Riverwood Ranch Section 1, BLK 3 LOT 2	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ (34.06)	\$ 1,518.82
700120	Riverwood Ranch Section 1, ACRES 5.267	7309-1000-000	Riverwood Ranch SD SEC 1 (A0318) (ANGLETON	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
700121	Riverwood Ranch Section 1, CRES 0.0215	7309-1000-001	Riverwood Ranch SD SEC 1 (A0318) (ANGLETON	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
700122	Riverwood Ranch Section 1, ACRES 0.303	7309-1000-002	Riverwood Ranch SD SEC 1 (A0318) (ANGLETON	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
706579	Riverwood Ranch Section 2, Acres 0.083	7309-2000-000	Riverwood Ranch SD Sec 2 (A0318) LOT Reserve	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
706580	Riverwood Ranch Section 2, Acres 0.083	7309-2000-001	Riverwood Ranch SD Sec 2 (A0318) LOT Reserve	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
706581	Riverwood Ranch Section 2, Acres 0.005	7309-2000-002	Riverwood Ranch SD Sec 2 (A0318) LOT Reserve	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
706582	Riverwood Ranch Section 2, Acres 0.005	7309-2000-003	Riverwood Ranch SD Sec 2 (A0318) LOT Reserve	Non-Benefited Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
706583	Riverwood Ranch Section 2, BLK 1 LOT 1	7309-2001-001	Riverwood Ranch Section 2, BLK 1 LOT 1	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706584	Riverwood Ranch Section 2, BLK 1 LOT 2	7309-2001-002	Riverwood Ranch Section 2, BLK 1 LOT 2	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706585	Riverwood Ranch Section 2, BLK 1 LOT 3	7309-2001-003	Riverwood Ranch Section 2, BLK 1 LOT 3	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706586	Riverwood Ranch Section 2, BLK 1 LOT 4	7309-2001-004	Riverwood Ranch Section 2, BLK 1 LOT 4	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706587	Riverwood Ranch Section 2, BLK 1 LOT 5	7309-2001-005	Riverwood Ranch Section 2, BLK 1 LOT 5	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706588	Riverwood Ranch Section 2, BLK 1 LOT 6	7309-2001-006	Riverwood Ranch Section 2, BLK 1 LOT 6	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706589	Riverwood Ranch Section 2, BLK 1 LOT 7	7309-2001-007	Riverwood Ranch Section 2, BLK 1 LOT 7	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706590	Riverwood Ranch Section 2, BLK 1 LOT 8	7309-2001-008	Riverwood Ranch Section 2, BLK 1 LOT 8	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706591	Riverwood Ranch Section 2, BLK 1 LOT 9	7309-2001-009	Riverwood Ranch Section 2, BLK 1 LOT 9	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706592	Riverwood Ranch Section 2, BLK 1 LOT 10	7309-2001-010	Riverwood Ranch Section 2, BLK 1 LOT 10	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706593	Riverwood Ranch Section 2, BLK 1 LOT 11	7309-2001-011	Riverwood Ranch Section 2, BLK 1 LOT 11	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706594	Riverwood Ranch Section 2, BLK 1 LOT 12	7309-2001-012	Riverwood Ranch Section 2, BLK 1 LOT 12	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706595	Riverwood Ranch Section 2, BLK 1 LOT 13	7309-2001-013	Riverwood Ranch Section 2, BLK 1 LOT 13	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706596	Riverwood Ranch Section 2, BLK 1 LOT 14	7309-2001-014	Riverwood Ranch Section 2, BLK 1 LOT 14	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ -	\$ 1,840.84
706597	Riverwood Ranch Section 2, BLK 1 LOT 15	7309-2001-015	Riverwood Ranch Section 2, BLK 1 LOT 15	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ -	\$ 1,840.84
706598	Riverwood Ranch Section 2, BLK 1 LOT 16	7309-2001-016	Riverwood Ranch Section 2, BLK 1 LOT 16	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ -	\$ 1,840.84
706599	Riverwood Ranch Section 2, BLK 1 LOT 17	7309-2001-017	Riverwood Ranch Section 2, BLK 1 LOT 17	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88

Footnotes:

- [a] Totals may not match the Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Installment covers the period January 1, 2023 to December 31, 2023 and is due by 1/31/2024.
- [d] Cumulative of TIRZ No. 2 Annual Credit Amount.

					Improvement Area #1 ^[a]						
Property ID	Address	Geographic ID	Legal Description	Lot Type	Outstanding Assessment ^[b]	Principal	Interest	Annual Collection Costs	Annual Installment before TIRZ	TIRZ #2 Annual Credit Amount	Annual Installment Due 1/31/2024 ^{[c],[d]}
706600	Riverwood Ranch Section 2, BLK 1 LOT 18	7309-2001-018	Riverwood Ranch Section 2, BLK 1 LOT 18	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706601	Riverwood Ranch Section 2, BLK 1 LOT 19	7309-2001-019	Riverwood Ranch Section 2, BLK 1 LOT 19	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706602	Riverwood Ranch Section 2, BLK 1 LOT 20	7309-2001-020	Riverwood Ranch Section 2, BLK 1 LOT 20	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706603	Riverwood Ranch Section 2, BLK 1 LOT 21	7309-2001-021	Riverwood Ranch Section 2, BLK 1 LOT 21	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ -	\$ 1,840.84
706604	Riverwood Ranch Section 2, BLK 1 LOT 22	7309-2001-022	Riverwood Ranch Section 2, BLK 1 LOT 22	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ -	\$ 1,840.84
706605	Riverwood Ranch Section 2, BLK 1 LOT 23	7309-2001-023	Riverwood Ranch Section 2, BLK 1 LOT 23	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ -	\$ 1,840.84
706606	Riverwood Ranch Section 2, BLK 1 LOT 24	7309-2001-024	Riverwood Ranch Section 2, BLK 1 LOT 24	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706607	Riverwood Ranch Section 2, BLK 1 LOT 25	7309-2001-025	Riverwood Ranch Section 2, BLK 1 LOT 25	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706608	Riverwood Ranch Section 2, BLK 1 LOT 26	7309-2001-026	Riverwood Ranch Section 2, BLK 1 LOT 26	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706609	Riverwood Ranch Section 2, BLK 1 LOT 27	7309-2001-027	Riverwood Ranch Section 2, BLK 1 LOT 27	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706610	Riverwood Ranch Section 2, BLK 1 LOT 28	7309-2001-028	Riverwood Ranch Section 2, BLK 1 LOT 28	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706611	Riverwood Ranch Section 2, BLK 1 LOT 29	7309-2001-029	Riverwood Ranch Section 2, BLK 1 LOT 29	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706612	Riverwood Ranch Section 2, BLK 1 LOT 30	7309-2001-030	Riverwood Ranch Section 2, BLK 1 LOT 30	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706613	Riverwood Ranch Section 2, BLK 1 LOT 31	7309-2001-031	Riverwood Ranch Section 2, BLK 1 LOT 31	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706614	Riverwood Ranch Section 2, BLK 1 LOT 32	7309-2001-032	Riverwood Ranch Section 2, BLK 1 LOT 32	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706615	Riverwood Ranch Section 2, BLK 1 LOT 33	7309-2001-033	Riverwood Ranch Section 2, BLK 1 LOT 33	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706616	Riverwood Ranch Section 2, BLK 1 LOT 34	7309-2001-034	Riverwood Ranch Section 2, BLK 1 LOT 34	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706617	Riverwood Ranch Section 2, BLK 1 LOT 35	7309-2001-035	Riverwood Ranch Section 2, BLK 1 LOT 35	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706618	Riverwood Ranch Section 2, BLK 1 LOT 36	7309-2001-036	Riverwood Ranch Section 2, BLK 1 LOT 36	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706619	Riverwood Ranch Section 2, BLK 1 LOT 37	7309-2001-037	Riverwood Ranch Section 2, BLK 1 LOT 37	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706620	Riverwood Ranch Section 2, BLK 1 LOT 38	7309-2001-038	Riverwood Ranch Section 2, BLK 1 LOT 38	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706621	Riverwood Ranch Section 2, BLK 1 LOT 39	7309-2001-039	Riverwood Ranch Section 2, BLK 1 LOT 39	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706622	Riverwood Ranch Section 2, BLK 1 LOT 40	7309-2001-040	Riverwood Ranch Section 2, BLK 1 LOT 40	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706623	Riverwood Ranch Section 2, BLK 1 LOT 41	7309-2001-041	Riverwood Ranch Section 2, BLK 1 LOT 41	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706624	Riverwood Ranch Section 2, BLK 1 LOT 42	7309-2001-042	Riverwood Ranch Section 2, BLK 1 LOT 42	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706625	Riverwood Ranch Section 2, BLK 1 LOT 43	7309-2001-043	Riverwood Ranch Section 2, BLK 1 LOT 43	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706626	Riverwood Ranch Section 2, BLK 1 LOT 44	7309-2001-044	Riverwood Ranch Section 2, BLK 1 LOT 44	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706627	Riverwood Ranch Section 2, BLK 1 LOT 45	7309-2001-045	Riverwood Ranch Section 2, BLK 1 LOT 45	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706628	Riverwood Ranch Section 2, BLK 1 LOT 46	7309-2001-046	Riverwood Ranch Section 2, BLK 1 LOT 46	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ -	\$ 1,840.84
706629	Riverwood Ranch Section 2, BLK 1 LOT 47	7309-2001-047	Riverwood Ranch Section 2, BLK 1 LOT 47	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ -	\$ 1,840.84
706630	Riverwood Ranch Section 2, BLK 1 LOT 48	7309-2001-048	Riverwood Ranch Section 2, BLK 1 LOT 48	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706631	Riverwood Ranch Section 2, BLK 1 LOT 49	7309-2001-049	Riverwood Ranch Section 2, BLK 1 LOT 49	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706632	Riverwood Ranch Section 2, BLK 1 LOT 50	7309-2001-050	Riverwood Ranch Section 2, BLK 1 LOT 50	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706633	Riverwood Ranch Section 2, BLK 1 LOT 51	7309-2001-051	Riverwood Ranch Section 2, BLK 1 LOT 51	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706634	Riverwood Ranch Section 2, BLK 1 LOT 52	7309-2001-052	Riverwood Ranch Section 2, BLK 1 LOT 52	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706635	Riverwood Ranch Section 2, BLK 1 LOT 53	7309-2001-053	Riverwood Ranch Section 2, BLK 1 LOT 53	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706636	Riverwood Ranch Section 2, BLK 1 LOT 54	7309-2001-054	Riverwood Ranch Section 2, BLK 1 LOT 54	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706637	Riverwood Ranch Section 2, BLK 1 LOT 55	7309-2001-055	Riverwood Ranch Section 2, BLK 1 LOT 55	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706638	Riverwood Ranch Section 2, BLK 1 LOT 56	7309-2001-056	Riverwood Ranch Section 2, BLK 1 LOT 56	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706639	Riverwood Ranch Section 2, BLK 1 LOT 57	7309-2001-057	Riverwood Ranch Section 2, BLK 1 LOT 57	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88

Footnotes:

- [a] Totals may not match the Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Installment covers the period January 1, 2023 to December 31, 2023 and is due by 1/31/2024.
- [d] Cumulative of TIRZ No. 2 Annual Credit Amount.

					Improvement Area #1 ^[a]						
Property ID	Address	Geographic ID	Legal Description	Lot Type	Outstanding			Annual	Annual	TIRZ #2	Annual
					Assessment ^[b]	Principal	Interest	Collection	Installment	Annual Credit	Installment Due
								Costs	before TIRZ	Amount	1/31/2024 ^{[c],[d]}
706640	Riverwood Ranch Section 2, BLK 1 LOT 58	7309-2001-058	Riverwood Ranch Section 2, BLK 1 LOT 58	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706641	Riverwood Ranch Section 2, BLK 1 LOT 59	7309-2001-059	Riverwood Ranch Section 2, BLK 1 LOT 59	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706642	Riverwood Ranch Section 2, BLK 1 LOT 60	7309-2001-060	Riverwood Ranch Section 2, BLK 1 LOT 60	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706643	Riverwood Ranch Section 2, BLK 1 LOT 61	7309-2001-061	Riverwood Ranch Section 2, BLK 1 LOT 61	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706644	Riverwood Ranch Section 2, BLK 1 LOT 62	7309-2001-062	Riverwood Ranch Section 2, BLK 1 LOT 62	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ -	\$ 1,840.84
706645	Riverwood Ranch Section 2, BLK 1 LOT 63	7309-2001-063	Riverwood Ranch Section 2, BLK 1 LOT 63	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ -	\$ 1,840.84
706646	Riverwood Ranch Section 2, BLK 1 LOT 64	7309-2001-064	Riverwood Ranch Section 2, BLK 1 LOT 64	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706647	Riverwood Ranch Section 2, BLK 1 LOT 65	7309-2001-065	Riverwood Ranch Section 2, BLK 1 LOT 65	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706648	Riverwood Ranch Section 2, BLK 1 LOT 66	7309-2001-066	Riverwood Ranch Section 2, BLK 1 LOT 66	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706649	Riverwood Ranch Section 2, BLK 1 LOT 67	7309-2001-067	Riverwood Ranch Section 2, BLK 1 LOT 67	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706650	Riverwood Ranch Section 2, BLK 2 LOT 1	7309-2002-001	Riverwood Ranch Section 2, BLK 2 LOT 1	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706651	Riverwood Ranch Section 2, BLK 2 LOT 2	7309-2002-002	Riverwood Ranch Section 2, BLK 2 LOT 2	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706652	Riverwood Ranch Section 2, BLK 2 LOT 3	7309-2002-003	Riverwood Ranch Section 2, BLK 2 LOT 3	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706653	Riverwood Ranch Section 2, BLK 2 LOT 4	7309-2002-004	Riverwood Ranch Section 2, BLK 2 LOT 4	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706654	Riverwood Ranch Section 2, BLK 2 LOT 5	7309-2002-005	Riverwood Ranch Section 2, BLK 2 LOT 5	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706655	Riverwood Ranch Section 2, BLK 2 LOT 6	7309-2002-006	Riverwood Ranch Section 2, BLK 2 LOT 6	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706656	Riverwood Ranch Section 2, BLK 2 LOT 7	7309-2002-007	Riverwood Ranch Section 2, BLK 2 LOT 7	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706657	Riverwood Ranch Section 2, BLK 2 LOT 8	7309-2002-008	Riverwood Ranch Section 2, BLK 2 LOT 8	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706658	Riverwood Ranch Section 2, BLK 2 LOT 9	7309-2002-009	Riverwood Ranch Section 2, BLK 2 LOT 9	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706659	Riverwood Ranch Section 2, BLK 2 LOT 10	7309-2002-010	Riverwood Ranch Section 2, BLK 2 LOT 10	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706660	Riverwood Ranch Section 2, BLK 2 LOT 11	7309-2002-011	Riverwood Ranch Section 2, BLK 2 LOT 11	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706661	Riverwood Ranch Section 2, BLK 2 LOT 12	7309-2002-012	Riverwood Ranch Section 2, BLK 2 LOT 12	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706662	Riverwood Ranch Section 2, BLK 2 LOT 13	7309-2002-013	Riverwood Ranch Section 2, BLK 2 LOT 13	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706663	Riverwood Ranch Section 2, BLK 2 LOT 14	7309-2002-014	Riverwood Ranch Section 2, BLK 2 LOT 14	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706664	Riverwood Ranch Section 2, BLK 2 LOT 15	7309-2002-015	Riverwood Ranch Section 2, BLK 2 LOT 15	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706665	Riverwood Ranch Section 2, BLK 2 LOT 16	7309-2002-016	Riverwood Ranch Section 2, BLK 2 LOT 16	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706666	Riverwood Ranch Section 2, BLK 2 LOT 17	7309-2002-017	Riverwood Ranch Section 2, BLK 2 LOT 17	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706667	Riverwood Ranch Section 2, BLK 2 LOT 18	7309-2002-018	Riverwood Ranch Section 2, BLK 2 LOT 18	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706668	Riverwood Ranch Section 2, BLK 2 LOT 19	7309-2002-019	Riverwood Ranch Section 2, BLK 2 LOT 19	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706669	Riverwood Ranch Section 2, BLK 2 LOT 20	7309-2002-020	Riverwood Ranch Section 2, BLK 2 LOT 20	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706670	Riverwood Ranch Section 2, BLK 2 LOT 21	7309-2002-021	Riverwood Ranch Section 2, BLK 2 LOT 21	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706671	Riverwood Ranch Section 2, BLK 2 LOT 22	7309-2002-022	Riverwood Ranch Section 2, BLK 2 LOT 22	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706672	Riverwood Ranch Section 2, BLK 2 LOT 23	7309-2002-023	Riverwood Ranch Section 2, BLK 2 LOT 23	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706673	Riverwood Ranch Section 2, BLK 2 LOT 24	7309-2002-024	Riverwood Ranch Section 2, BLK 2 LOT 24	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706674	Riverwood Ranch Section 2, BLK 2 LOT 25	7309-2002-025	Riverwood Ranch Section 2, BLK 2 LOT 25	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706675	Riverwood Ranch Section 2, BLK 2 LOT 26	7309-2002-026	Riverwood Ranch Section 2, BLK 2 LOT 26	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706676	Riverwood Ranch Section 2, BLK 3 LOT 1	7309-2003-001	Riverwood Ranch Section 2, BLK 3 LOT 1	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ -	\$ 1,840.84
706677	Riverwood Ranch Section 2, BLK 3 LOT 2	7309-2003-002	Riverwood Ranch Section 2, BLK 3 LOT 2	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ -	\$ 1,840.84
706678	Riverwood Ranch Section 2, BLK 3 LOT 3	7309-2003-003	Riverwood Ranch Section 2, BLK 3 LOT 3	2	\$ 26,067.99	\$ 512.64	\$ 1,042.72	\$ 138.07	\$ 1,693.43	\$ -	\$ 1,693.43
706679	Riverwood Ranch Section 2, BLK 3 LOT 4	7309-2003-004	Riverwood Ranch Section 2, BLK 3 LOT 4	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88

Footnotes:

- [a] Totals may not match the Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Installment covers the period January 1, 2023 to December 31, 2023 and is due by 1/31/2024.
- [d] Cumulative of TIRZ No. 2 Annual Credit Amount.

					Improvement Area #1 ^[a]						
Property ID	Address	Geographic ID	Legal Description	Lot Type	Outstanding Assessment ^[b]	Principal	Interest	Annual Collection Costs	Annual Installment before TIRZ	TIRZ #2 Annual Credit Amount	Annual Installment Due 1/31/2024 ^{[c],[d]}
706680	Riverwood Ranch Section 2, BLK 3 LOT 5	7309-2003-005	Riverwood Ranch Section 2, BLK 3 LOT 5	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706681	Riverwood Ranch Section 2, BLK 3 LOT 6	7309-2003-006	Riverwood Ranch Section 2, BLK 3 LOT 6	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706682	Riverwood Ranch Section 2, BLK 3 LOT 7	7309-2003-007	Riverwood Ranch Section 2, BLK 3 LOT 7	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706683	Riverwood Ranch Section 2, BLK 3 LOT 8	7309-2003-008	Riverwood Ranch Section 2, BLK 3 LOT 8	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706684	Riverwood Ranch Section 2, BLK 3 LOT 9	7309-2003-009	Riverwood Ranch Section 2, BLK 3 LOT 9	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ -	\$ 1,840.84
706685	Riverwood Ranch Section 2, BLK 3 LOT 10	7309-2003-010	Riverwood Ranch Section 2, BLK 3 LOT 10	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706686	Riverwood Ranch Section 2, BLK 3 LOT 11	7309-2003-011	Riverwood Ranch Section 2, BLK 3 LOT 11	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ -	\$ 1,840.84
706687	Riverwood Ranch Section 2, BLK 3 LOT 12	7309-2003-012	Riverwood Ranch Section 2, BLK 3 LOT 12	3	\$ 28,337.07	\$ 557.27	\$ 1,133.48	\$ 150.08	\$ 1,840.84	\$ -	\$ 1,840.84
706688	Riverwood Ranch Section 2, BLK 3 LOT 13	7309-2003-013	Riverwood Ranch Section 2, BLK 3 LOT 13	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706689	Riverwood Ranch Section 2, BLK 3 LOT 14	7309-2003-014	Riverwood Ranch Section 2, BLK 3 LOT 14	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706690	Riverwood Ranch Section 2, BLK 3 LOT 15	7309-2003-015	Riverwood Ranch Section 2, BLK 3 LOT 15	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
706691	Riverwood Ranch Section 2, BLK 3 LOT 16	7309-2003-016	Riverwood Ranch Section 2, BLK 3 LOT 16	1	\$ 23,904.46	\$ 470.10	\$ 956.18	\$ 126.61	\$ 1,552.88	\$ -	\$ 1,552.88
Improvement Area #1 Total					\$ 5,085,000.67	\$ 100,000.00	\$ 203,400.00	\$ 26,932.20	\$ 330,332.20	\$ (6,633.20)	\$ 323,698.68

Footnotes:

- [a] Totals may not match the Outstanding Assessment and Annual Installment due to rounding.
- [b] Outstanding Assessment prior to 1/31/2024 Annual Installment.
- [c] The Annual Installment covers the period January 1, 2023 to December 31, 2023 and is due by 1/31/2024.
- [d] Cumulative of TIRZ No. 2 Annual Credit Amount.

EXHIBIT B – IMPROVEMENT AREA #1 INSTALLMENTS

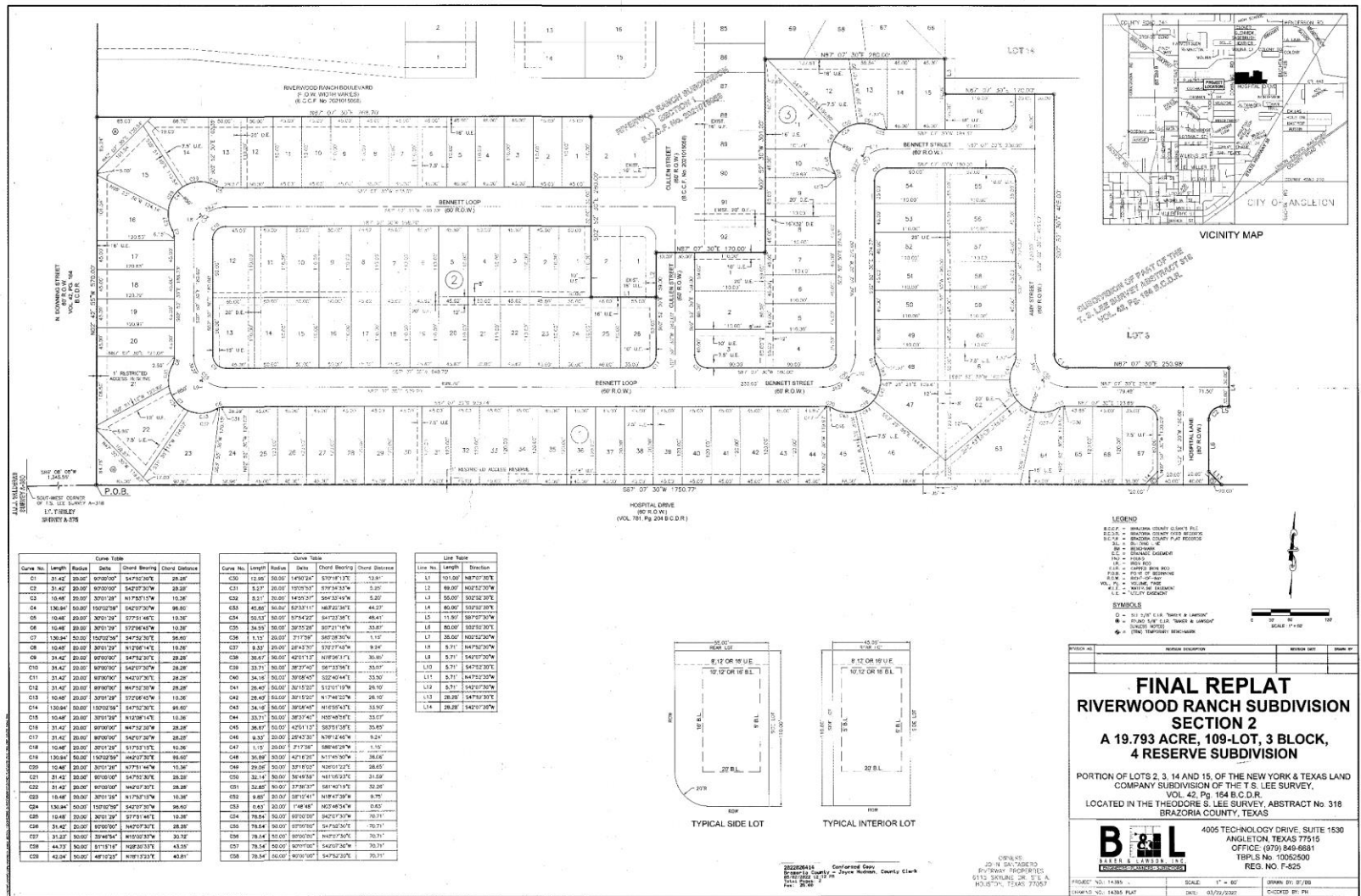
Installment Due January 31,	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment ^[b]
2024	\$ 100,000	203,400	26,932	330,332
2025	\$ 105,000	199,400	27,471	331,871
2026	\$ 110,000	195,200	28,020	333,220
2027	\$ 110,000	190,800	28,581	329,381
2028	\$ 115,000	186,400	29,152	330,552
2029	\$ 120,000	181,800	29,735	331,535
2030	\$ 125,000	177,000	30,330	332,330
2031	\$ 130,000	172,000	30,937	332,937
2032	\$ 135,000	166,800	31,555	333,355
2033	\$ 145,000	161,400	32,186	338,586
2034	\$ 150,000	155,600	32,830	338,430
2035	\$ 155,000	149,600	33,487	338,087
2036	\$ 160,000	143,400	34,157	337,557
2037	\$ 170,000	137,000	34,840	341,840
2038	\$ 175,000	130,200	35,536	340,736
2039	\$ 180,000	123,200	36,247	339,447
2040	\$ 190,000	116,000	36,972	342,972
2041	\$ 200,000	108,400	37,712	346,112
2042	\$ 205,000	100,400	38,466	343,866
2043	\$ 215,000	92,200	39,235	346,435
2044	\$ 225,000	83,600	40,020	348,620
2045	\$ 235,000	74,600	40,820	350,420
2046	\$ 245,000	65,200	41,637	351,837
2047	\$ 255,000	55,400	42,469	352,869
2048	\$ 265,000	45,200	43,319	353,519
2049	\$ 275,000	34,600	44,185	353,785
2050	\$ 290,000	23,600	45,069	358,669
2051	\$ 300,000	12,000	45,970	357,970
Total	\$ 5,085,000	\$ 3,484,400	\$ 997,871	\$ 9,567,271

Footnotes:

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

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

EXHIBIT C – SECTION 2 FINAL REPLAT



DEDICATION AGREEMENT

WHEREFORE, OWNER, BY AND THROUGH THESE PRESENTS, JOHN DANFORTH, PRESIDENT AND CEO OF RIVERWOOD RANCH, LLC, a Texas limited liability company, does hereby dedicate to the City of Arlington...

OWNER, by and through these presents, does hereby dedicate to the City of Arlington, Texas, the right to use the property...

OWNER, by and through these presents, does hereby dedicate to the City of Arlington, Texas, the right to use the property...

OWNER, by and through these presents, does hereby dedicate to the City of Arlington, Texas, the right to use the property...

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ANNUAL BUDGET 2023

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OWNER, by and through these presents, does hereby dedicate to the City of Arlington, Texas, the right to use the property...

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OWNER, by and through these presents, does hereby dedicate to the City of Arlington, Texas, the right to use the property...

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OWNER, by and through these presents, does hereby dedicate to the City of Arlington, Texas, the right to use the property...

BLOCK 1

Table with columns: Block 1, Area, and other details.

BLOCK 2

Table with columns: Block 2, Area, and other details.

BLOCK 3

Table with columns: Block 3, Area, and other details.

Table with columns: Legend, Description, and other details.

Table with columns: Reserve Table, Description, and other details.

NOTES: ALL DIMENSIONS AND DISTANCES ARE REFERENCED TO THE 1/4" CORNER POINT SYSTEM...

1. FLOOD ZONE: THE PROPERTY IS LOCATED WITHIN A FLOOD ZONE AS SHOWN ON THE FLOOD HAZARD MAP...

2. EROSION CONTROL: THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES...

3. UTILITIES: THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES...

4. RECORDS: THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL RECORDS...

5. INSURANCE: THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE INSURANCE...

6. MAINTENANCE: THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING THE PROPERTY...

7. SIGNAGE: THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR INSTALLING SIGNAGE...

8. RECORDS: THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL RECORDS...

9. UTILITIES: THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES...

10. EROSION CONTROL: THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES...

11. FLOOD ZONE: THE PROPERTY IS LOCATED WITHIN A FLOOD ZONE AS SHOWN ON THE FLOOD HAZARD MAP...

12. RECORDS: THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL RECORDS...

RIVERWOOD RANCH PUBLIC IMPROVEMENT DISTRICT 2023 ANNUAL SERVICE PLAN UPDATE

EXHIBIT D – LOT CLASSIFICATION MAP

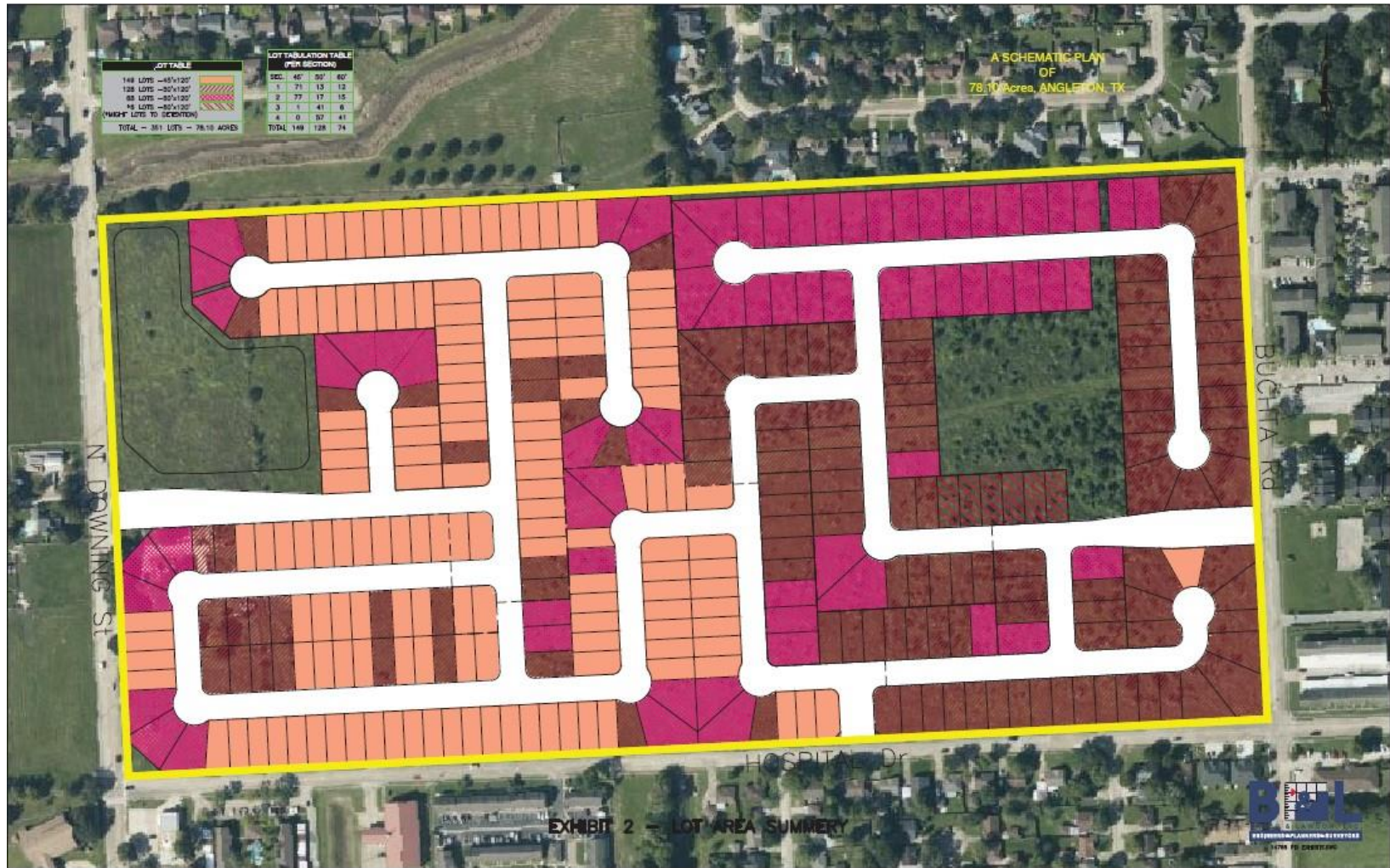


EXHIBIT E – BUYER DISCLOSURES

Buyer Disclosures for the following Lot Types within Improvement Area #1 are found in this Exhibit:

- Lot Type 1 (45')
- Lot Type 2 (50')
- Lot Type 3 (60')

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

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #1 - LOT TYPE 1 PRINCIPAL ASSESSMENT: \$23,904.46

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 - LOT TYPE 1

Installment Due January 31,	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment ^{[b],[c]}
2024	470.10	956.18	126.61	1,552.88
2025	493.60	937.37	129.14	1,560.12
2026	517.11	917.63	131.72	1,566.46
2027	517.11	896.95	134.36	1,548.41
2028	540.61	876.26	137.04	1,553.92
2029	564.12	854.64	139.79	1,558.54
2030	587.62	832.07	142.58	1,562.27
2031	611.13	808.57	145.43	1,565.13
2032	634.63	784.12	148.34	1,567.10
2033	681.64	758.74	151.31	1,591.69
2034	705.15	731.47	154.33	1,590.95
2035	728.65	703.27	157.42	1,589.34
2036	752.16	674.12	160.57	1,586.84
2037	799.17	644.03	163.78	1,606.98
2038	822.67	612.07	167.06	1,601.79
2039	846.18	579.16	170.40	1,595.73
2040	893.19	545.31	173.81	1,612.30
2041	940.19	509.59	177.28	1,627.06
2042	963.70	471.98	180.83	1,616.50
2043	1,010.71	433.43	184.44	1,628.58
2044	1,057.72	393.00	188.13	1,638.85
2045	1,104.73	350.69	191.89	1,647.32
2046	1,151.74	306.50	195.73	1,653.98
2047	1,198.75	260.43	199.65	1,658.83
2048	1,245.76	212.48	203.64	1,661.88
2049	1,292.77	162.65	207.71	1,663.13
2050	1,363.28	110.94	211.87	1,686.09
2051	1,410.29	56.41	216.10	1,682.81
Total	\$ 23,904.46	\$ 16,380.08	\$ 4,690.96	\$ 44,975.49

Footnotes:

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

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

[c] The project Annual Installment does not include the Maximum TIRZ No. 2 Annual Credit Amount of \$407 for Lot Type 1. The Assessment Roll shall be updated in each Annual Service Plan Update to include the actual TIRZ No. 2 Annual Credit Amount applicable to each lot.

**RIVERWOOD RANCH PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 -
LOT TYPE 2 - BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #1 - LOT TYPE 2 PRINCIPAL ASSESSMENT: \$26,067.99

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 - LOT TYPE 2

Installment Due January 31,	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment ^{[b],[c]}
2024	512.64	1,042.72	138.07	1,693.43
2025	538.28	1,022.21	140.83	1,701.32
2026	563.91	1,000.68	143.64	1,708.24
2027	563.91	978.13	146.52	1,688.55
2028	589.54	955.57	149.45	1,694.56
2029	615.17	931.99	152.44	1,699.60
2030	640.81	907.38	155.49	1,703.67
2031	666.44	881.75	158.60	1,706.78
2032	692.07	855.09	161.77	1,708.93
2033	743.34	827.41	165.00	1,735.75
2034	768.97	797.68	168.30	1,734.95
2035	794.60	766.92	171.67	1,733.18
2036	820.23	735.13	175.10	1,730.47
2037	871.50	702.32	178.60	1,752.42
2038	897.13	667.46	182.18	1,746.77
2039	922.76	631.58	185.82	1,740.16
2040	974.03	594.67	189.54	1,758.23
2041	1,025.29	555.71	193.33	1,774.32
2042	1,050.92	514.70	197.19	1,762.81
2043	1,102.19	472.66	201.14	1,775.98
2044	1,153.45	428.57	205.16	1,787.18
2045	1,204.72	382.43	209.26	1,796.41
2046	1,255.98	334.24	213.45	1,803.67
2047	1,307.24	284.01	217.72	1,808.97
2048	1,358.51	231.72	222.07	1,812.30
2049	1,409.77	177.38	226.51	1,813.66
2050	1,486.67	120.98	231.04	1,838.70
2051	1,537.93	61.52	235.66	1,835.12
Total	\$ 26,067.99	\$ 17,862.60	\$ 5,115.53	\$ 49,046.12

Footnotes:

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

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

[c] The project Annual Installment does not include the Maximum TIRZ No. 2 Annual Credit Amount of \$444 for Lot Type 2. The Assessment Roll shall be updated in each Annual Service Plan Update to include the actual TIRZ No. 2 Annual Credit Amount applicable to each lot.

**RIVERWOOD RANCH PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA #1 -
LOT TYPE 3 - BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #1 - LOT TYPE 3 PRINCIPAL ASSESSMENT: \$28, 337.07

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 - LOT TYPE 3

Installment Due January 31,	Principal	Interest ^[a]	Annual Collection Costs	Total Annual Installment ^{[b],[c]}
2024	557.27	1,133.48	150.08	1,840.84
2025	585.13	1,111.19	153.09	1,849.41
2026	612.99	1,087.79	156.15	1,856.93
2027	612.99	1,063.27	159.27	1,835.53
2028	640.86	1,038.75	162.46	1,842.06
2029	668.72	1,013.11	165.71	1,847.54
2030	696.58	986.36	169.02	1,851.97
2031	724.45	958.50	172.40	1,855.35
2032	752.31	929.52	175.85	1,857.68
2033	808.04	899.43	179.36	1,886.83
2034	835.90	867.11	182.95	1,885.96
2035	863.77	833.67	186.61	1,884.05
2036	891.63	799.12	190.34	1,881.09
2037	947.36	763.46	194.15	1,904.96
2038	975.22	725.56	198.03	1,898.81
2039	1,003.08	686.55	201.99	1,891.63
2040	1,058.81	646.43	206.03	1,911.27
2041	1,114.54	604.08	210.15	1,928.77
2042	1,142.40	559.50	214.36	1,916.25
2043	1,198.13	513.80	218.64	1,930.57
2044	1,253.85	465.88	223.02	1,942.75
2045	1,309.58	415.72	227.48	1,952.78
2046	1,365.31	363.34	232.03	1,960.67
2047	1,421.03	308.73	236.67	1,966.43
2048	1,476.76	251.89	241.40	1,970.05
2049	1,532.49	192.81	246.23	1,971.53
2050	1,616.08	131.52	251.15	1,998.75
2051	1,671.80	66.87	256.18	1,994.85
Total	\$ 28,337.07	\$ 19,417.44	\$ 5,560.81	\$ 53,315.32

Footnotes:

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

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

[c] The project Annual Installment does not include the Maximum TIRZ No. 2 Annual Credit Amount of \$482 for Lot Type 3. The Assessment Roll shall be updated in each Annual Service Plan Update to include the actual TIRZ No. 2 Annual Credit Amount applicable to each lot.



AGENDA ITEM SUMMARY FORM

MEETING DATE: September 12, 2023

PREPARED BY: Phillip Conner, Director of Finance

AGENDA CONTENT: Discussion and possible action on Resolution No. _____ authorizing the establishment of a Public Improvement District in the City of Angleton, Texas; authorizing publication of this resolution, calling a public hearing and providing for the preparation of a service and assessment plan.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

For this agenda item, the Council will consider a Resolution (attached) authorizing the establishment of the District and that the City should proceed with creating the District. The City Secretary will be directed to give notice of the authorization for establishing the District by publishing the notice once in the newspaper. The authorization and establishment of the District will be considered effective upon the publication of the notice.

The resolution will also direct staff to City Manager with having the service and assessment plan be prepared for review and approval of the City Council.

RECOMMENDATION:

The city staff recommends the Council approve Resolution No. _____ authorizing the establishment of the PID.

RESOLUTION NO. 20230912-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, CALLING FOR A PUBLIC HEARING ON THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT AND BEING LOCATED WITHIN THE CITY OF ANGLETON.

WHEREAS, the City Council (the “City Council”) of the City of Angleton Texas (the “City”) has received a petition (the “Petition”) requesting creation of a public improvement district (the “PID”) under Chapter 372 of the Texas Local Government Code (the “Act”), from the record owners of taxable real property representing more than fifty percent (“50%”) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Denton County) in the proposed PID and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment in the proposed PID; and

WHEREAS, the Petition, a copy of which is attached hereto as Exhibit 1, has been examined, verified, and found to meet the requirements of Sections 372.005(a) and 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

WHEREAS, the boundaries of the proposed PID are described in the Exhibit A to the Petition, said area for the PID being within the City; and

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

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

SECTION 1. That a public hearing is hereby scheduled at 6:00 P.M. on September 12, 2023, in the City Council Chamber at Angleton City Hall, 121 S. Velasco, Angleton, Texas, 77515 to

receive public comment on the creation of the PID in the area described in Exhibit A to the Petition, pursuant to the Act; and

SECTION 2. That notice of said hearing, in the substantially final form set forth in Exhibit 2 attached hereto, with such changes as may be approved by the City’s counsel, shall be published in a newspaper of general circulation in the City and in a newspaper of general circulation in the City before the 15th day prior to the hearing as required by the Act; and

SECTION 3. That written notice, in the substantially final form set forth in Exhibit 2 attached hereto with such changes as may be approved by the City’s counsel, shall be mailed to each property owner, as reflected on the tax rolls, of property subject to assessment within the PID, before the 15th day prior to the date set for the hearing; and

SECTION 4. That all of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein; and

SECTION 5. That if any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision; and

SECTION 6. That this Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

DULY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANGLETON TEXAS, ON THE 12TH DAY OF SEPTEMBER 2023.

CITY OF ANGLETON, TEXAS

John Wright
Mayor

ATTEST:

Michelle Perez, TRMC
City Secretary

EXHIBIT 1
PETITION
(see attached Petition)

PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF ANGLETON, TEXAS

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

The undersigned petitioner (the “Petitioner”), acting pursuant to the provisions of Chapter 372, Texas Local Government Code and Chapter 3861, Texas Special Districts Local Laws Code, as amended (the “Act”), hereby petitions and requests the City Council of the City of Angleton, Texas (the “City”) to create a public improvement district (the “District”) in the territory described in Exhibit A attached hereto located within the City, and in support of this petition the Petitioner would present the following:

Section 1. Standing of Petitioner. The Petitioner is (1) the owner of taxable real property representing more than 50 percent 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 (2) the record owner of real property liable for assessment under the proposal who: (a) constitutes more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (b) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

Section 2. General nature of the proposed public improvements. The proposed public improvements (collectively, the “Authorized Improvements”) include : (i) design, construction and other allowed costs related to street and roadway improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to storm drainage improvements, (iii) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities, (iv) design, construction and other allowed costs related to parks, open space and recreational improvements including trails and landscaping related thereto; (v) design, construction and other allowed costs related to projects similar to those listed in sections (i) – (iv) above authorized by the Act, including similar of-site projects that provide a benefit to the property within the District; (vi) payment of expenses incurred in the establishment, administration, and operation; and (vii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District and (viii) maintenance and operation expenses of the Authorized Improvements. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 3. Estimated cost of the proposed public improvements: The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance

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

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit A.

Section 5. Method of assessment. The City shall levy assessments on each residential lot within the District in a manner that results in imposing equal shares of the costs on property similarly benefitted. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the public improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the improvements and services, or (iii) any combination thereof.

Section 6. Apportionment of cost. The proposed apportionment of cost between the District and the City as a whole is as follows:

The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the District and from other sources of funds, if any, available to the Petitioner.

Section 7. Management of the District. The management of the District will be the ultimate responsibility of the City; provided that, to the extent allowed by law, the City may initially contract with a non-profit organization or private company to carry out all or a part of such City responsibilities, as well as the day-to-day management and administration of the District.

Section 8. Concurrence of the Petitioner. The Petitioner signing this petition concurs in and requests the establishment of the District.

Section 9. Advisory board. An advisory board is not required but may be established by the City to develop and recommend an improvement plan to the City Council of the City.

This petition shall be filed with the Secretary of the City in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council grant its consent as above stated.

RESPECTFULLY SUBMITTED, on this 9th day of August, 2023.

[Signature on following page]

PETITIONER:

Riverwood Ranch Land Holdings, LLC
a Texas limited liability company

By: RPDC, Inc.
a Texas corporation,
its manager

By: [Signature]
Name: Tran Ngo
Title: Assistant Secretary

Date: August 9th, 2023

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on this the 9 day of August, 2023, by Tran Ngo, Assistant Secretary of RPDC, Inc., a Texas corporation, manager of Riverway Ranch Land Holdings, LLC, a Texas limited liability company, on behalf of said company.

[Signature]
Notary Public in and for the
State of T E X A S

(SEAL)



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Exhibit A

LEGAL DESCRIPTION OF BOUNDARIES

FIELD NOTES FOR 35.608 ACRE TRACT

Being a 35.608 acre tract of land, located in the T.S. Lee Survey, Abstract No. 318, in Brazoria County, Texas, being a portion of a called 73.74 acre tract in the name Riverwood Ranch Land Holdings, LLC, a Texas limited liability company, as recorded in County Clerks File No. (C.C.F.N.) 2020043779 of the Brazoria County Official Public Records (B.C.O.P.R.), being referred to herein after as the above reference tract of land, said 35.608 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

BEGINNING at 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the South line of the above referenced tract, same being the North right of way line of Hospital Drive;

THENCE North 47°34'23" West, along the East line of Riverwood Ranch Subdivision, Section 2 (proposed), a distance of 28.14 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE North 02°52'30" West, continuing along the East line of Riverwood Ranch Subdivision, Section 2 (proposed), a distance of 80.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, being the beginning of a curve to the right;

THENCE continuing along the East line of Riverwood Ranch Subdivision, Section 2 (proposed) and said curve to the right an arc distance of 31.42 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, said curve having a radius of 20.00 feet, a central angle of 90°00'00", a chord bearing of North 42°07'30" East and a distance of 28.28 feet;

THENCE North 02°52'30" West, continuing along the East line of Riverwood Ranch Subdivision, Section 2 (proposed), a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, being the beginning of a curve to the right;

THENCE South 87°07'30" West, continuing along the East line of Riverwood Ranch Subdivision, Section 2 (proposed), a distance of 240.48 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, being the beginning of a curve to the right;

THENCE continuing along the East line of Riverwood Ranch Subdivision, Section 2 (proposed) and said curve to the right an arc distance of 31.42 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, said curve having a radius of 20.00 feet, a central angle of 90°00'00", a chord bearing of North 47°52'30" East and a distance of 28.28 feet;

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THENCE North 02°52'30" West, continuing along the East line of Riverwood Ranch Subdivision, Section 2 (proposed), a distance of 411.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE South 87°07'30" West, continuing along the East line of Riverwood Ranch Subdivision, Section 2 (proposed) a distance of 170.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner;

THENCE North 02°52'30" West, continuing along the East line of Riverwood Ranch Subdivision, Section 2 (proposed), passing the Southeast corner of Riverwood Ranch Subdivision, Section 1 as recorded in C.C.F.N. 2021015058 of the B.C.O.P.R. at a distance of 49.00 feet, continuing along the East line of said Riverwood Ranch Subdivision, Section 1, a total distance of 679.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" found for corner, being on the North line of the above referenced tract, same being the South line of Colony Square Subdivision, as recorded in Volume 16, Page 321 of the Brazoria County Plat Records;

THENCE North 87°07'30" East, along the common line of the above referenced tract and said Colony Square Subdivision, a distance of 1,317.70 feet to a 1/2 inch iron rod with cap stamped "Pinpoint" found for corner, being the Northeast corner of the above referenced tract, same being on the West right of way line of Buchta Road;

THENCE South 02°52'30" East, along the common line of the above referenced tract and said Buchta Road, a distance of 1,290.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for corner, being the Southeast corner of the above referenced tract, same being on said North right of way line of Hospital Drive;

THENCE South 87°07'30" West, along the common line of the above referenced tract and said North right of way line of Hospital drive, a distance of 887.42 feet to the **POINT OF BEGINNING** of the herein described tract, containing 35.608 acres of land, more or less.

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EXHIBIT 2

NOTICE OF PUBLIC HEARING OF THE CITY OF ANGLETON, TEXAS TO CONSIDER THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO MAKE CERTAIN IMPROVEMENTS OVER CERTAIN PROPERTY LOCATED WITHIN THE CITY.

NOTICE IS HEREBY GIVEN THAT the City Council (the “City Council”) of the City of Angleton, Texas (the “City”), pursuant to Chapter 372 of the Texas Local Government Code, as amended (the “Act”), will hold a public hearing at ____ P.M. on _____, 2023, in the City Council Chamber at Angleton City Hall, 121 S. Velasco, Angleton, Texas, 77515 for the purpose of considering the establishment by the City of a public improvement district to be located within the City.

In accordance with the Act, the City Council has received a petition (the “Petition”) from certain property owners within the City (the “Petitioners”), that requests the establishment of a public improvement district (the “PID”). The Petition and the legal description of the property to be included in the PID are on file and open for public inspection in the office of the City Secretary at Angleton City Hall, 151 West Church Street, Angleton, Texas, 75057. The public hearing is being held with respect to the advisability of creating the PID and the improvements to be made therein.

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

ESTIMATED COST OF THE AUTHORIZED IMPROVEMENTS: The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in

the establishment, administration and operation of the PID is \$6,500,000 plus the annual cost of operation and maintenance, if any. The City will pay no costs of the Authorized Improvements or operation and maintenance costs from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.

PROPOSED METHOD OF ASSESSMENT: The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

PROPOSED APPORTIONMENT OF COSTS BETWEEN THE CITY AND THE PID: The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners.

BOUNDARIES OF THE PROPOSED PID: Approximately 35.608 acres located north of hospital drive and west of Buchta road in the City Limits of Angleton. **A metes and bounds description is available for inspection at the offices of the City Secretary at the location described above.**

All interested persons are invited to attend such public hearing to express their views with respect to the establishment of the PID and the Authorized Improvements to be made therein.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

THE CITY OF ANGLETON, TEXAS