



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

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, OCTOBER 10, 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 employee service award.
- [2.](#) Recognition of employee's efforts for the rain event that occurred on October 3, 2023.
- [3.](#) Presentation of the 2023 Municipal Excellence Award.

#### CONSENT AGENDA

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

- [4.](#) Discussion and possible action to approve a proposal for the Street Bond Project - Package III with HDR Engineering, Inc.

- [5.](#) Discussion and possible action to approve one-way traffic entering N. Belle and exiting S. Belle in the Plantation Oaks neighborhood on October 31, 2023, from 5:00 p.m. to 9:00 p.m.
- [6.](#) Discussion and possible action to approve Ordinance No. 20231010-006 fully repealing the curfew Ordinance in Chapter 13 Miscellaneous Offenses, Article II. Minors, Division 2 Curfew, Section 13-51 through 13-60 of the Code of Ordinances of the City of Angleton; providing for severability; providing for repeal; and providing an effective date.

## **PUBLIC HEARINGS AND ACTION ITEMS**

- [7.](#) Conduct a public hearing, discussion, and possible action to approve Resolution No. 20231010-007 a request for approval of a Strategic Partnership Agreement (SPA) to be made and entered into by and between the City of Angleton, Texas, through its City Council, and Brazoria County Municipal Utility District No. 82, under the authority of Section 43.0751 of the Texas Local Government Code.
- [8.](#) Conduct a public hearing, discussion and possible action to approve Resolution No. 20231010-008 authorizing and creating the Riverwood North Public Improvement District in the City of Angleton, Texas, in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date.

## **REGULAR AGENDA**

- [9.](#) Update, discussion and possible action on the Drought Contingency Plan.
- [10.](#) Update, discussion and possible action on the drainage and flash flooding event that occurred on October 3, 2023.
- [11.](#) Update, discussion and possible action on the 60% scope of work for the Investment Grade Audit contract with Schnieder Electric.
- [12.](#) Discussion and possible action on Resolution No. 20231010-012 nominating candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District.
- [13.](#) Presentation provided by each candidate who submitted an application to serve an unexpired term for City Council Position No. 5.

## **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:

- [14.](#) Discussion and possible action on personnel matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; pursuant to Section 551.074 of the Texas Government Code. (Boards and Commissions Appointments) (Appointment of City Council Position No. 5)

## **OPEN SESSION**

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

## ADJOURNMENT

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

## CERTIFICATION

I, Michelle Perez, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, [www.angleton.tx.us](http://www.angleton.tx.us), in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, October 6, 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](mailto:cmartin@angleton.tx.us).*



# AGENDA ITEM SUMMARY FORM

**MEETING DATE:** October 10, 2023

**PREPARED BY:** Colleen Martin, Director of Human Resources

**AGENDA CONTENT:** Presentation of employee service award.

**AGENDA ITEM SECTION:** Ceremonial Presentation

**BUDGETED AMOUNT:** \_\_\_\_\_ **FUNDS REQUESTED:** \_\_\_\_\_

**FUND:** \_\_\_\_\_

**EXECUTIVE SUMMARY:**

Presentation of employee service awards to Roy Hernandez-20 years of service, Chris Land-15 years of service, and Jacob Glover-5 years of service to the City of Angleton.

**RECOMMENDATION:**

Presentation of Service Award.



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** 10/10/2023

**PREPARED BY:** Jamie Praslicka

**AGENDA CONTENT:** Employee Recognition for the Efforts shown during the Rain Event on October 3, 2023

**AGENDA ITEM SECTION:** Ceremonial Presentation

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**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

To recognize the employees who went above and beyond during the rain event on October 3, 2023. These employees showed dedication to the citizens of this community by continuing to assist and work in adverse environmental conditions to improve the conditions of the City.

**RECOMMENDATION:**

N/A



## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** October 10, 2023  
**PREPARED BY:** Chris Whittaker  
**AGENDA CONTENT:** Presentation of the 2023 Municipal Excellence Award.  
**AGENDA ITEM SECTION:** Ceremonial Presentation

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

### EXECUTIVE SUMMARY:

During the 2023 Texas Municipal League (TML) Annual Conference and Exhibition in Dallas, the City of Angleton received a 2023 Municipal Excellence Award in public safety for cities under 25,000 in population. The award recognized the City for its Public Safety Ministry Alliance (PSMA).

Led by the Angleton Police Department, the Public Safety Ministry Alliance provides training and updates on community safety and security. The Alliance consists of area churches, schools, local non-profits, businesses, and city officials who meet every other month to discuss ongoing events. The network shares this information with its respective memberships, which has led to a more informed and prepared community.

On hand at the Conference to accept the award were Mayor John Wright, City Manager Chris Whittaker, Chief Lupe Valdez, Assistant Public Works Director Hector Renteria, City Attorney Judith ElMasri, and Director of Communications and Marketing, Martha Eighme.

Mayor to present the award to those who are were unable to attend the TML Conference for the acceptance of the award.

### RECOMMENDATION:



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** October 10, 2023  
**PREPARED BY:** Chris Whittaker  
**AGENDA CONTENT:** Street Bond Project – Package III

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:**

NA

**FUNDS REQUESTED:**

\$351,480.00

**FUND:**NA

### EXECUTIVE SUMMARY:

The City had requested HDR provide a proposal for the third package for the Street Bond Project. This project includes lower the roadway and installing curb and gutter on Parish Street (including sidewalk) from Live Oak to SH 35 and replacing the existing asphalt roadway on the western half of Silver Saddle from 205 Silver Saddle to Bronco Bend. The proposal includes survey, geotechnical, design plans and details, traffic control, storm water pollution prevention plan, tree protection plan, townhall meeting, TxDOT coordination and permitting, and Texas department of license and regulations sidewalk registration and inspection.

**RECOMMENDATION:** Council to award the above-mentioned service to HDR for a not to exceed amount of \$351,480.00.



October 3, 2023

Mr. Chris Whittaker  
 City Manager  
 City of Angleton  
 121 S. Velasco  
 Angleton, Texas 77515

Re: Proposal for Engineering services for Design, Bid, and Construction Phase Services for the Street Bond Projects Phase III

Dear Mr. Whittaker:

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for performing design, bidding, and construction phase services for the above referenced project. The proposal is based on our conversations held with the City. The tasks include design, bid, and construction management phase services. For your convenience, this proposal consists of Project Understanding, Scope of Services, Fee Summary, and Schedule.

### **PROJECT UNDERSTANDING**

The City requested that the following two sections of streets be included in the above referenced project:

#### **Silver Saddle Drive – East side of 205 Silver Saddle to Bronco Bend (Approximately 750 LF)**

This project will include the replacement the existing elevated asphalt roadway that is narrow and deteriorated on the west side of Silver Saddle, from the east side of 205 Silver Saddle to Bronco Bend (only half of the total roadway). This half of the pavement will be widened to match the east half of the pavement (approximately 18 foot wide). It is also proposed that drainage improvements consisting of open ditches and driveway culverts be included to drain runoff away from the roadway and increase the life expectance of the pavement. It should be noted that the existing drainage is very limited and the Silver Saddle outfall at Bronco Bend is shallow. As previously discussed with City staff, due to the lack of potential depth, the proposed drainage improvements may only provide positive drainage for the right-of-way and may not be sized to convey the City's standard storm event. HDR will also investigate the depth of the outfall at Bronco Bend and SH 288B to determine if the possibility of increasing the depth that would provide benefits for the proposed drainage on Silver Saddle.



### **Parrish Street – Live Oak to SH 35 (Approximately 1,600 LF)**

The existing roadway cross-section consists of an elevated asphalt roadway with open ditches and driveway culverts. The proposed roadway cross-section will consist of the City's standard of 28-foot wide concrete street and a closed storm sewer system sized to a City standard storm event. HDR will investigate the available depth of the street's outfall at State Highway 35 to determine if it can accommodate the lowering of the roadway cross-section to a depressed roadway section that allows for sheet flow from the residents' property into the street. If there is sufficient depth at the outfall, the proposed concrete roadway cross-section will be a depressed curb and gutter roadway with associated storm sewer. If there is not sufficient depth, the proposed concrete roadway will be an elevated concrete roadway with storm sewers including inlets located in the right-of-way to provide drainage to the area (similar to the roadway cross-section on Southside Drive). Also included in the proposed improvements, is a 5-foot wide sidewalk to be installed on the east side of the right-of-way to accommodate pedestrian traffic in the area and provide increased access to the public transportation pick up/drop off locations.

### **SCOPE OF SERVICES**

#### **I. DESIGN PHASE SERVICES**

##### **A. Basic Design Services**

- Hold “kick-off” meeting with City staff to finalize the requirements for the project.
- Gather and review available historical information (record drawings, reports/studies, GIS data).
- Coordinate with the City staff during the design phase.
- Research and gather information on private utilities (i.e., gas, electrical, telephone, pipelines, etc.) along the project alignment.
- Prepare background drawings in CADD from information obtained during survey.
- Perform site visit to verify survey and identify any other information that would impact design and construction.

- Examine geotechnical information to determine potential soil conditions, ground water conditions, and potential impact on construction methodology and construction costs.
- Evaluate available outfall depths on Silver Saddle and Parrish Street obtained by topographic survey.
- Perform 30% design on Parrish Street of either a depressed concrete curb and gutter if outfall depth is adequate or elevated concrete roadway cross-section. If outfall depth is not adequate, include the associated drainage system configuration, a 5-foot wide sidewalk, and driveway replacement.
- Perform 30% paving design on the west half of Silver Saddle from 205 Silver Saddle to Bronco Bend with 18-foot wide pavement to match the paving width on the east half of Silver Saddle.
- Perform 30% design of drainage improvements on the west half of Silver Saddle from 205 Silver Saddle to Bronco Bend evaluating two possible outfall locations; 1) at Silver Saddle and Bronco Bend and 2) at Bronco Bend and State Highway 288B.
- Submit 30% design plans and Opinion of Probable Construction Cost.
- Conduct a meeting with the City staff to discuss the contents of the 30% design plans and review comments provided by the City staff.
- Incorporate the City's comments and proceed forward with final design.
- Develop typical cross sections, street grade lines, and street elevations.
- Develop a drainage area map of the project area.
- Prepare specification and contract documents.
- Prepare the engineer's opinion of probable construction costs. Any opinions of probable construction cost provided are made on the basis of information available to HDR and on the basis of HDR's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since HDR has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s') methods of determining prices, or over competitive bidding or market conditions, HDR does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable construction cost HDR prepares.

- Submit 75% design plans and specifications for review by the City.
- Conduct a meeting with the City staff to discuss the contents of the 75% design plans and specifications and review comments provided by the City staff.
- Incorporate the City's 75% review comments.
- Prepare contract documents including plans, specifications, and bidding documents associated with the design of the project in accordance with the design standards of the City.
- Prepare a final opinion of probable construction cost for the proposed improvements.
- Submit plans to private utility companies for approval and signatures.

## **B. Special Design Phase Services**

### **1. Survey Services**

- Baker and Lawson, Inc. will be performing the survey Parrish Street from Live Oak to State Highway 35 and on Silver Saddle Drive from 205 Silver Saddle to Bronco Bend and Bronco Bend to State Highway 288B. This will include 100-foot past the project extents at each intersection.
- One Call will be performed to identify private utility companies' location in the field and collect with the survey data.
- Survey will provide a full topographic survey with 100-foot cross sections and all features along the right-of-way and 15-feet outside of it.
- All sizes, materials, and flow line elevations of all crossing sewers (sanitary and storm). All water valves shall be identified including a measure down to the top of the nut.

### **2. Geotechnical Investigation Services**

- Terracon Consultants, Inc. will perform the geotechnical investigation services for the project.
- Boring locations shall be spaced at an approximate spacing of 500-foot intervals for a total of six (6) bores for a total of ninety (90) vertical feet (four on Parrish Street and two on Silver Saddle Drive).

- The information provided in the geotechnical report will include boring logs and test data, ground water conditions, pavement design recommendations, bedding and backfill recommendations, and general earthwork recommendations.

### **3. Traffic Control Plan**

- Prepare traffic control plans for the project. This plan will include phasing, detours, and required signs and lane closures to complete the proposed improvements.

### **4. Storm Water Pollution Prevention Plan**

- Prepare drawings for the required Storm Water Pollution Prevention Plan (SWPPP), in accordance with the Texas National Pollutant Discharge Elimination System (TPDES) General Permit for Storm Water Discharge from construction sites.

### **5. Tree Protection Plans**

- HDR will utilize a subcontractor, C.N. Koehl Urban Forestry, Inc. to provide tree protection plans. The plans will include trees species, size and current condition. The plans will also include tree protection measure to protect existing trees in the project area.

### **6. Townhall Meetings**

- HDR will attend one (1) public townhall meeting with residents to preview the project. HDR will aid the City in addressing the concerns from the citizens. HDR will provide information such as traffic detouring, scheduling, construction drawings of the project to discuss with those in attendance of these meetings and will stay after meeting to answer questions with individuals.

### **7. Texas Department of Transportation (TxDOT) Coordination**

- The proposed roadway reconstruction will require coordination with TxDOT for traffic control and construction phasing during construction for both projects.
- No costs have been included in this proposal for permit fees associated with the coordination with TxDOT. The City shall pay all fees associated with TxDOT permitting.
- No cost has been included for hydraulic modeling, hydraulic impacts or mitigation efforts for the improvements. If TxDOT requires task for permit

approval, HDR will submit an amendment to this contract to the City for these efforts.

#### **8. TDLR Review, Inspection, and Filing**

- HDR will utilize a subconsultant to register the project with the state, and for review and approval to verify the project is in compliance with ADA requirements and to inspect the work at the completion of the project.

#### **C. Bid Phase Services**

HDR will enter into this phase after the acceptance of the Design Phase documents. The following tasks will be performed:

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. HDR will coordinate with the City and will assist in developing the wording of the advertisement.
- HDR will post project plans and specifications on CivCast to generate interest for the project during the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary. The City will absorb costs associated to posting on CivCast.
- Conduct a pre-bid conference for potential bidders, including the preparation of the meeting agenda and preparing a meeting minutes summary.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.
- Prepare a letter of recommendation and advise the City as to the acceptability of the apparent low bidder.
- Attend a City Council Meeting to award construction project.

#### **D. Construction Management Phase Services**

HDR will enter into this phase after the City accepts the bids and awards the contract to a contractor. The following tasks will be performed:

- Prepare agenda, hold a pre-construction meeting, document meeting, and issue meeting minutes.
- Conduct monthly progress meeting and issue meeting minutes.
- Review, process and make recommendation of contractor's pay estimates.
- Act as the City's Project Representative during the construction phase.
- Review and respond accordingly to all submittals and request for information (RFI) as required by the contract specifications.
- Prepare change orders necessitated by field conditions for review and approval by the City prior to issuing to contractor.
- Visit the site at various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Full or Part time site representation is not included as part of the Construction Management phase tasks.
- HDR will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits, HDR will keep the City informed of the progress of the work, will endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and create a punch list to close out construction.

Make a recommendation for Final Payment on the Project.

- HDR will prepare Record Drawings utilizing the as-built drawings provided by the Contractor.
- One (1) electronic copy of the Record drawings, scanned in PDF format, and placed on a disk will be provided to the City.

**ADDITIONAL SERVICES**

- Additional Services shall only be performed when directed by the City to HDR. These services are not considered normal or customary engineering services.
- Services resulting from significant changes in the extent of the project or its design including but not limited to changes in size, complexity, the City’s schedule, or character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are due to causes beyond HDR’s control.
- Preparing documents for alternate bids outside of the original scope requested by the City or documents for out of sequence work.
- Preparing to serve or serving as a consultant or witness for the City in any litigation, public hearing or other legal or administrative proceeding involving the Project.
- HDR will endeavor to appraise the City of any potential additional or extended services that may result from the above listed items, prior to HDR’s expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the City to HDR.

**FEE SUMMARY**

Basic Design Services (Lump Sum):	\$ 210,500.00
Surveying Services (Subconsultant’s cost plus 10%):	\$ 19,500.00
Geotechnical Services (Subconsultant’s cost plus 10%):	\$ 11,440.00
Traffic Control Plan (Lump Sum):	\$ 14,700.00
Storm Water Pollution Prevention Plan (Lump Sum):	\$ 6,000.00
Tree Protection Plans (Subconsultant’s cost plus 10%):	\$ 7,500.00
Townhall Meeting (Lump Sum):	\$ 7,800.00
TxDOT Coordination (Hourly):	\$ 12,000.00
<u>TDLR Review, Inspection, and Filing (Subconsultant’s cost plus 10%):</u>	<u>\$ 1,540.00</u>
<b>Total Design Fee:</b>	<b>\$ 290,980.00</b>
<b>Bid Phase Services (Lump Sum):</b>	<b>\$ 8,500.00</b>
<b><u>Construction Management Phase Services (Lump Sum):</u></b>	<b><u>\$ 52,000.00</u></b>
 <b>TOTAL FEE:</b>	 <b>\$ 351,480.00</b>

**SCHEDULE**

It is estimated that the schedule to accomplish the complete design phase for is approximately eight (8) months from the date of authorization to proceed. Bid phase will be one (1) month, execution of the contract documents will be one (1) month, and construction will take approximately ten (10) months.

**INVOICES**

HDR will submit monthly invoices for all engineering work completed to invoice date. The invoices for lump sum work will be based on a percentage of completion of each phase applied to the lump sum fee and based on the appropriate fee cost for work from our subconsultants. Time and materials charges and additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 3.18 and direct cost plus 10%. Mileage will be charged at prevailing IRS rates.

HDR appreciates the opportunity to submit this proposal and we look forward to continuing our work with the City.

Sincerely,

HDR ENGINEERING, INC.



David Weston  
Vice President/Area Manager

Approved:

Authorized signature on behalf of the City of Angleton:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





## AGENDA ITEM SUMMARY FORM

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**MEETING DATE:** 10/10/23

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Discussion and possible action to approve one-way traffic entering N. Belle and exiting S. Belle in the Plantation Oaks neighborhood on October 31, 2023, from 5:00 p.m. to 9:00 p.m.

**AGENDA ITEM SECTION:** Consent Agenda

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**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

A request was received for one-way traffic entering N. Belle and exiting S. Belle in the Plantation Oaks neighborhood on October 31, 2023, from 5:00 p.m. to 9:00 p.m.

**RECOMMENDATION:**

Approval of the one-way traffic on Halloween night.

**Michelle Perez**

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**From:** Tracy D <[REDACTED]>  
**Sent:** Tuesday, September 12, 2023 12:18 PM  
**To:** Michelle Perez  
**Subject:** [EXTERNAL] Halloween In Plantation Oaks

Good afternoon,

T  
My name is Tracy Delesandri, and I live at [REDACTED] I am sending you the request to put us on the city council agenda before Halloween to make our neighborhood a one way, entering on N Belle and exiting on S Belle from 5 to 9 on Halloween and I have secured our 2 police officers too. If you have any questions please call me at [REDACTED] Thanks!



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 10/10/23

**PREPARED BY:** Michelle Perez

**AGENDA CONTENT:** Discussion and possible action to approve Ordinance No. 20231010-000 fully repealing the curfew Ordinance in Chapter 13 Miscellaneous Offenses, Article II. Minors, Division 2 Curfew, Section 13-51 through 13-60 of the Code of Ordinances of the City of Angleton; providing for severability; providing for repeal; and providing an effective date.

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Cities and counties in Texas can no longer mandate curfews for adolescents under a new Texas state law that went into effect on September 1, 2023. New Local Government Code Section 370.007 (House Bill 1819) Juvenile Curfews Prohibited bans local governments from enforcing curfews for minors (18 and under). Texas Angleton Code of Ordinances Sec. 13.54 adopted in 1994 and revised in 2001 is preempted by State law.

Sec. 370.007. JUVENILE CURFEWS PROHIBITED. (a)

Notwithstanding any other law, a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 12 years of age.

**RECOMMENDATION:**

Approval of the ordinance fully repealing the curfew ordinance.

**ORDINANCE NO. 20231010-006**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, FULLY REPEALING THE CURFEW ORDINANCE IN CHAPTER 13 MISCELLANEOUS OFFENSES, ARTICLE II. MINORS, DIVISION 2 CURFEW, SECTIONS 13-51 THROUGH 13-60 OF THE CODE OF ORDINANCES OF THE CITY OF ANGLETON; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Legislature has enacted House Bill 1819 on June 9, 2023, which is effective as of September 1, 2023; and

**WHEREAS**, House Bill 1819 adds Section 370.007 to the Local Government Code, which provides, “Sec. 370.007 JUVENILE CURFEW PROHIBITED. (a) Notwithstanding any other law, a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age; (b) This section does not apply to a curfew implemented under Chapter 418, Government Code, for purposes of emergency management.”; and

**WHEREAS**, the City Council of the City of Angleton wishes to fully repeal the Curfew Ordinance in Chapter 13 Miscellaneous Offenses, Article II, Minors, Division 2 Curfew, Sections 13-51 through 13-60 of the Code of Ordinances of the City of Angleton; and

**WHEREAS**, as authorized under law, the City Council deems it expedient and necessary to repeal the above referenced Curfew Ordinance in Sections 13-51 through 13-60 of the City’s Code of Ordinances.

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

**SECTION 1.** All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

**SECTION 2.** The City Council hereby fully repeals the Curfew Ordinance in Chapter 13 Miscellaneous Offenses, Article II, Minors, Division 2 Curfew, Sections 13-51 through 13-60 of the City’s Code of Ordinances, in their entirety.

**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 circumstance 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 such part thus declared to be invalid or unconstitutional whether there be one or more parts.

**SECTION 4. *Repeal.*** All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

**SECTION 5.** This ordinance shall take effect immediately upon adoption.

**PASSED, APPROVED, AND ADOPTED ON THIS THE 10TH DAY OF OCTOBER, 2023.**

CITY OF ANGLETON, TEXAS

\_\_\_\_\_  
John Wright  
Mayor

ATTEST:

\_\_\_\_\_  
Michelle Perez, TRMC  
City Secretary



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** October 10, 2023

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

**AGENDA CONTENT:** Conduct a public hearing, discussion, and possible action on a request for approval of a Strategic Partnership Agreement (SPA) to be made and entered into by and between the City of Angleton, Texas, through its City Council, and Brazoria County Municipal Utility District No. 82, under the authority of Section 43.0751 of the Texas Local Government Code. The SPA will provide for an agreement regarding the land within the District that will become annexed into the City for the purpose of imposing and collecting Sales and Use Tax Revenues and for the other purposes set forth in the SPA. The subject property is more commonly known as Municipal Utility District No. 82, encompassing 911.12 acres, more or less located at the Ashland Development tract.

**AGENDA ITEM SECTION:** Regular Agenda

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

**FUND:** None

### EXECUTIVE SUMMARY:

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

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

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

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

Please note that the City Council will conduct two public hearings at 6:00 pm on Tuesday, October 10, 2023 and 6:00 p.m. on October 24, 2023.

During the two public hearings, Council will allow for public input, discussion, and take possible action on a request for approval of a Strategic Partnership Agreement (SPA) to be made and entered into by and between the City of Angleton, Texas, through its City Council, and Brazoria County Municipal Utility District No. 82, under the authority of Section 43.0751 of the Texas Local Government Code. The SPA will provide for the terms and conditions under which services that will be provided and funded by the City and the District, the limited purpose annexation of a portion of the District Property, and the eventual full purpose annexation of the District and covers the following:

- Certain areas within the Development may be developed for commercial uses; and the City desires to annex the commercial use areas of the Development for the sole and exclusive purpose of imposing and collecting sales and use taxes within such areas.
- The City and the District declare that TEX. LOCAL GOV'T CODE, section 43.0751(h) applies at the termination of the District, which will occur in 30 years (2053), or sooner pursuant to Section 3.01 of this Agreement.
- Provisions for City Fire Services, City's Solid Waste/Residential and Commercial trash services to be provided through the City's contracted vendor, and Police Protection are outlined in Article 4.

**RECOMMENDATION:**

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



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

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

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

**RECITALS**

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

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

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

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

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

### **Section 1.01 Incorporation of Recitals.**

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

### **Section 1.02 Terms Defined in this Agreement.**

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

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

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

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

### **Section 1.03 Purpose of the Agreement.**

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

### **Section 1.04 General Location and Description of the District.**

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

### **Section 1.05 Effective Date of Agreement.**

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

## **ARTICLE II** **ANNEXATION OF THE DISTRICT**

### **Section 2.01 Conditions of Full-Purpose Annexation.**

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

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

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

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

## **Section 2.02 Limited Purpose Annexation.**

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

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

### **Section 2.03 Full – Purpose Annexation.**

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

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

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

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

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

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

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

#### **Section 2.05 Notice to Landowners.**

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

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

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

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

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

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

#### **Section 3.02 Limited district option.**

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



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

### **Section 3.03 Powers of limited district.**

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

### **Section 3.04 Dissolution of Limited District.**

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

### **Section 3.05 Audit; Review of District Records.**

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

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

### **Section 4.01 City Fire Services.**

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

### **Section 4.02 Police Protection.**

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

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

### **Section 4.03**

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

### **Section 4.04 Solid Waste.**

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

## **ARTICLE V** **MISCELLANEOUS PROVISIONS**

### **Section 5.01 Duplicate Counterparts.**

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

### **Section 5.02 Entire Agreement.**

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

### **Section 5.03 Notice.**

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

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

#### **Section 5.04 Time.**

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

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

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

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

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

#### **Section 5.06 Waiver.**

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

#### **Section 5.07 Applicable Law and Venue.**

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

#### **Section 5.08 Reservation of Rights.**

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

#### **Section 5.09 Further Agreement and Documents.**

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

### **Section 5.10 Incorporation of Exhibits and Other Documents by Reference.**

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

### **Section 5.11 Assignability, Successors, and Assigns.**

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

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

### **Section 5.12 Amendment.**

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

### **Section 5.13 Term.**

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

### **Section 5.14 District's provision of Service outside Boundary.**

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

### **Section 5.15 Sale or Encumbrance of Facilities.**

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

### **Section 5.16 Design Standards for the Utility System.**

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

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

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

## **ARTICLE VI** **DEFAULT AND REMEDIES FOR DEFAULT**

### **Section 6.01 Default.**

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

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

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

*Signature pages follow*

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

**CITY OF ANGLETON, TEXAS**

By: \_\_\_\_\_  
Mayor, City of Angleton

Attest:

\_\_\_\_\_  
City Secretary

THE STATE OF TEXAS

COUNTY OF BRAZORIA

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

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



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

By: \_\_\_\_\_  
President, Board of Directors

Attest:

\_\_\_\_\_  
Secretary, Board of Directors

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

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

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

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

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

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

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

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

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

**RECITALS**

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

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

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

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

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

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

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

**AGREEMENT**

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

**ARTICLE I  
DEFINITIONS**

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

*City* means the City of Angleton, Texas.

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

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

*County* means Brazoria County, Texas.

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

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

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

*ETJ* means the extraterritorial jurisdiction of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

### LAND PLAN, PLATTING, AND MUNICIPAL UTILITY DISTRICT

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

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

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

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

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

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

### ARTICLE III

#### DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES

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

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



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**Section 3.02 Water/Wastewater/Drainage Services.**

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

**Section 3.03 Design Standards for the Utility System.**

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

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

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

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

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

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

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

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

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

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**Section 3.07 Parks and Recreational Facilities.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## ARTICLE IV ROAD FACILITY CONSTRUCTION

### Section 4.01 Road Facility Construction.

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

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

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

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

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

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

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



**ARTICLE V  
ANNEXATION OF THE TRACT**

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

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

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

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

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

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

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## ARTICLE VI PROVISIONS FOR DEVELOPER

**Section 6.01 Waiver of Actions Under Private Real Property Rights Preservation Act.** The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code, that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a "Taking" of Developer's, Developer's grantee's, or a grantee's successor's "Private Real Property," as such terms are defined in the Act, provided, however, that this waiver does not apply to, and the Developer and Developer's grantees and successors do not waive their rights under the Act to assert a claim under the Act for any action taken by the City beyond the scope of this Agreement which otherwise may give rise to a cause of action under the Act.

**Section 6.02 Developer's Right to Continue Development.** The City and the Developer hereby agree that subject to any terms in this Agreement, the Developer may sell all or a portion of the Tract to one or more Persons who shall be bound by this Agreement and perform the obligations of Developer hereunder relative to the portion of the Tract acquired by such Persons.

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

## ARTICLE VII DEFAULT, NOTICE AND REMEDIES

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

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

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

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

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

#### **Section 7.02 Notice of Developer's Default.**

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

#### **Section 7.03 Notice of City's Default.**

- (a) The Developer shall notify the City in writing of an alleged failure by the City to comply with a provision of this Agreement, which notice shall specify the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of such notice or such longer period of time as the Developer may specify in such notice, either cure such alleged failure or, in a written response to the Developer, either

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present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

- (b) The Developer shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination.
- (c) In the event that the Developer determines that such failure has not occurred or that such failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the Developer, or that such failure is excusable, such determination shall conclude the investigation.
- (d) If the Developer determines that a failure to comply with a provision has occurred and that such failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to the Developer, then the Developer may proceed to mediation under this Agreement and subsequently exercise the applicable remedy.

**Section 7.04 Mediation.** In the event the parties to this Agreement cannot, within a reasonable time, resolve their dispute pursuant to the procedures described in this Agreement, the parties agree prior to the filing of any legal action to submit the disputed issue to non-binding mediation. The parties shall participate in good faith, but in no event shall they be obligated to pursue mediation that does not resolve the issue within seven (7) days after the mediation is initiated or thirty (30) days after mediation is requested. The parties participating in the mediation shall share the costs of the mediation equally.

#### **Section 7.05 Remedies.**

##### City's Remedies.

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

The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

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No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

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

Developer's Remedies.

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

No remedy herein conferred or reserved is intended to be inclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing.

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

- (a) In the event of a determination by the City that the Developer has committed a material breach of this Agreement that is not resolved in mediation, the City may, subject to the provisions of this Agreement, file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and or termination of this Agreement as to the breaching Developer.
- (b) In the event of a determination by a Developer that the City has committed a material breach of this Agreement that is not resolved in mediation, the Developer may file suit in a court of competent jurisdiction in Brazoria County, Texas, and seek any relief available, at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act to enforce compliance with or termination of this Agreement.

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

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

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

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

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

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

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

**Section 8.05 Transfer of Control of Developer.** As set forth in Section 8.04, the Developer shall promptly notify the City of any substantial change in ownership or control of that Developer. As used herein, the words “substantial change in ownership or control” shall mean a change of more than 49% of the stock or equitable ownership of a Developer. Developer shall notify any purchaser of the Tract or any portion thereof of this Agreement and its application to the development of the Tract.

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**ARTICLE IX  
MISCELLANEOUS PROVISIONS**

**Section 9.01 Notice.** Any Notice, or Communication or other communications (“Notice”) required to be given by one party to another by this Agreement shall be in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same by hand delivery, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified; (c) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery,” addressed to the party to be notified, or (d) by sending the same by electronic transmittal with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

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



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

With copy to:

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

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

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

**Section 9.03 Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

**Section 9.04 Waiver.** Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

**Section 9.05 Applicable Law and Venue.** The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

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

**Section 9.07 Further Documents.** The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effectuate the terms of this Agreement.

**Section 9.08 Incorporation of Exhibits and Other Documents by Reference.** All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

**Section 9.09 Effect of State and Federal Laws.** Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas

**Section 9.10 Authority for Execution.** The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City

Final Version

Charter, City ordinances and the laws of the State of Texas. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities.

#### Representations of City

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

#### Representations of Developer

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

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

Final Version

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

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

**Section 9.11 Anti-Boycott Verifications.** The Developer and Landowner hereby verifies that they and their parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer and Landowner understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer or Landowner and exists to make a profit.

**Section 9.12 Iran, Sudan, and Foreign Terrorist Organizations.** The Developer and Landowner represent that neither it nor any of its parent companies, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

Final Version

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

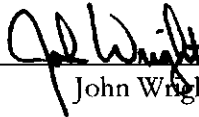
The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any,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

[EXECUTION PAGES FOLLOW]

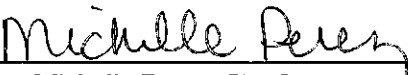
Final Version

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

CITY OF ANGLETON, TEXAS

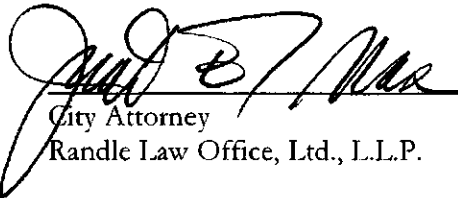
By:   
John Wright, Mayor

ATTEST:

By:   
Michelle Perez, City Secretary



APPROVED:


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

AGREED AND ACCEPTED as of June 6th, 2023.

ANCHOR HOLDINGS MP, LLC  
a Texas limited liability company

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

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

By:   
Sudharshan Vembutty, Manager

WILDROCK HOLDINGS, LLC  
a Texas limited liability company

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

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

By:   
Sudharshan Vembutty, Manager

Brazoria County MUD No. 82  
911.12 Acres

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

STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

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

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

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

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

Brazoria County MUD No. 82  
911.12 Acres

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

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

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

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

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

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

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

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

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

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



Brazoria County MUD No. 82  
911.12 Acres

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

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

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

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

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

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

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

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

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

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

Brazoria County MUD No. 82  
911.12 Acres

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

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

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

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

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

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

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

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

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

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

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

Brazoria County MUD No. 82  
911.12 Acres

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

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

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

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

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

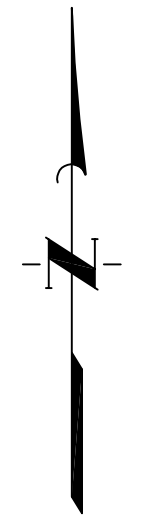
February 5, 2021

Job Number 17148-0001-00

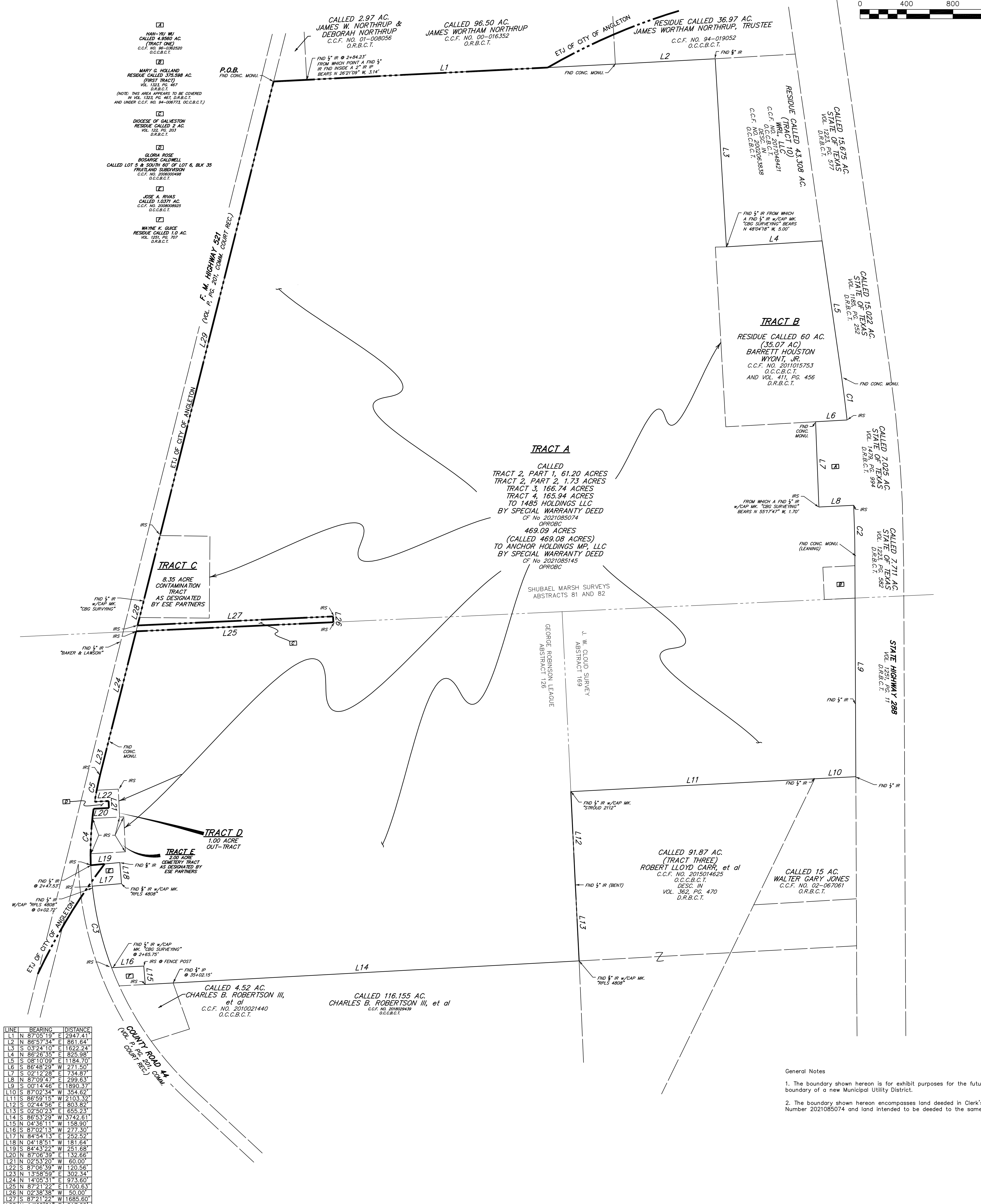
Jones | Carter  
1229 Corporate Drive, Suite 100  
Rosenberg, TX 77471  
(281) 342-2033  
Texas Board of Professional Land  
Surveying Registration No. 10046104



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



NORTH  
SCALE: 1" = 400'



LINE	BEARING	DISTANCE
L1	S 87°05'19" E	2947.41'
L2	N 86°57'34" E	861.64'
L3	S 03°24'10" E	1622.24'
L4	N 86°26'35" E	825.98'
L5	S 08°10'09" E	1184.70'
L6	S 88°48'29" W	211.50'
L7	S 02°12'28" E	734.87'
L8	N 87°09'47" E	299.63'
L9	S 01°14'46" E	1890.37'
L10	S 87°02'34" W	354.62'
L11	S 86°59'15" W	2103.32'
L12	S 02°44'56" E	803.62'
L13	S 02°50'23" E	655.23'
L14	S 86°53'29" W	3742.61'
L15	N 04°36'11" W	1588.90'
L16	S 87°02'13" W	277.30'
L17	N 84°54'13" E	252.52'
L18	N 04°18'51" W	181.64'
L19	S 84°33'22" W	251.68'
L20	N 87°06'39" E	132.68'
L21	N 02°53'20" W	60.00'
L22	S 87°06'39" W	120.56'
L23	N 13°58'59" E	302.34'
L24	N 14°05'31" E	973.60'
L25	N 87°21'22" E	1700.63'
L26	N 02°58'58" W	50.00'
L27	S 87°21'22" W	1689.60'
L28	N 14°05'31" E	217.09'
L29	N 14°02'37" E	4611.00'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	11249.16'	1°53'42"	372.03'	S 07°13'18" E	372.02'
C2	11249.16'	2°18'29"	446.63'	S 01°23'01" E	446.60'
C3	2776.40'	14°56'06"	723.70'	N 13°22'44" W	721.66'
C4	2776.40'	10°03'42"	487.56'	N 02°51'09" E	486.94'
C5	2776.40'	4°50'12"	234.37'	N 11°33'54" E	234.31'

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

General Notes

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

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





**Jeeps**



**2002 Jeep Wrangler 4x4**  
Auto., 90,200 miles, 2 receiver hitch cargo racks, new tires/rims in 2022. \$13,500. (979)417-1336.

**Auto Services**

A-Z MOTORS buys, sells, & trades cars & trucks - running or not. 979-265-3400.

**Rvs/Travel Trailers/Campers**

**IBUYRV'S! CASH PAID. MUST HAVE TITLE. CALL OR TEXT, 832-296-3066**

**Full-time Employment**

Fast paced clinic now hiring:

**PHYSICAL THERAPY TECHNICIAN**

No exp. necessary. Please fax resume to 979-297-3541 or email to brwhr@yahoo.com or apply in person at 321 Garland Dr., Lake Jackson

**Classifieds!**

Place an ad 24/7 - thefacts.com/site/forms

**Skilled Labor**



**LICENSED JOURNEYMAN ELECTRICIAN** needed. Call 979-233-4156.



**Home for Sale by Realtors**

**This exquisite home offers**

a harmonious blend of modern updates and timeless charm. Situated on a sprawling 1-acre lot in a highly sought-after neighborhood. \$224's. 979-849-1000



**WELCOME TO PARADISE...**

This Amazing home was built in 2016 with one owner. This dream home is a 3 1/2 and features an open floor plan w/ split BR's. \$589's. 979-849-1000



Call with your Garage Sale Today!

**FREEPORT.** Charming 3BR, 1BA home w/granite countertops, updated kitchen cabinetry & appliances. Storage shed, carport/patio. Roof 2018, Foundation 2019 & HVAC 2020! Minutes from beaches. GFA 979-233-7828

**OYSTER CREEK.** Huge 5BR, 3BA, tri-level home with an oversized 2 car garage on 1.5 acres. Perfect home for entertaining. Large covered patio. 80'x15' RV garage/storage. Must see. \$370's GFA 979-233-7828

**4 BR, 2.5 bath, Ofc Lg Bonus Room**  
Lake Jackson  
ABC Rlty 297-9900

**Home for Sale by Realtors**

**This beautiful 4-bedroom**

bathroom home has a beautiful view of Shy Pond Park. \$330's. 979-849-1000



**COUNTRY LIVING:** 3.18 acres just outside Sweeny city limits. Beautiful 3BR, 2BA, 3 car garage home. Features tile throughout. Large covered back porch and brick stg bldg. Must see! GFA 979-233-7828

**FREEPORT.** Adorable 2BR, 1BA, 2 car garage home. The kitchen has tons of cabinetry for storage. Also has a bonus area that could be used as a formal dining area or den. GFA 979-233-7828

**FREEPORT:** Nice 3BR, 2BA, 1 car garage home on corner lot. All appliances stay. (Fridge, Stove, DW, washer, dryer) Must see. GFA 979-233-7828

**OYSTER CREEK REDUCED:** Nice 2Br, 1BA home minutes from Surfside Beach. Great for investors or 1st time buyer. \$80s GFA: 979-233-7828

**Unfurnished Houses**

Angleton: 3BR, 3BA, 2 story Home w/appliances & CHA. \$2,300 Mo/Dep GFA: 979-233-782

3-1-1 Lake Jackson \$1,250 CA&H Dish Washer, Gas range A B C Rlty 297-9900

**Unfurnished Houses**

Lake Jackson: Nice 3BR, 2BA, 2 car garage homes w/appliances \$1,850 Mo/Dep GFA 979-233-7828

Angleton, 11 N. Kay-sie. 3/1/2, Appliances, House ready. \$1300/mo & dep. 979-487-8889.

Freeport: Several 2 & 3BR, 1BA Rentals avail. \$895-\$1,100 / Mo+Dep. GFA 979-233-7828

Oyster Creek: 2BR, 1BA home w/appliances & CHA. \$900 Mo/Dep. GFA: 9792337828

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Freeport: 1,030 SF Commercial space w/ 8x20 office w/ 1 restroom, WU, and 822 SF garage area. \$800. GFA: 979-233-7828

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Lake Jackson: Professional Office Spaces off Flag Lake Dr. Call for details. GFA: 979-233-7828

**Commercial Property**

1008 N. Gulf Blvd Freeport 2500 sq ft Retail/Office Space For lease \$1250 mo A B C Rlty 297-9900

Brazoria: 1,710 SF Commercial space next to Stewart's Grocery. \$1,300 Mo. GFA: 979-233-7828

**SELL YOUR ITEMS TODAY! CALL CLASSIFIEDS PHONE 979-265-7401**

Sweeny: 1,111 SF Commercial space on Ashley Wilson Rd. Only \$975 Mo. GFA: 979-233-7828

**City of West Columbia, Texas NOTICE OF BID**

The City of West Columbia is accepting bids on construction of a parking area at 245 E. Brazos Ave. Plans and bid forms are available at City Hall, 512 E. Brazos Ave., between the hours of 8AM - 5PM or by request to [cmccann@westcolumbiata.org](mailto:cmccann@westcolumbiata.org) Bids must be submitted no later than 4 p.m. on Thursday, October 5th to the City Manager at which time they will be publicly opened and read aloud. Bid will be awarded at the October 10th Council meeting at 7 p.m. The City of West Columbia is an equal employment opportunity employer and reserves the right to waive any irregularities in the bids and to reject any or all bids.

Notice of Public Sale of Property to Satisfy Landlord's Lien. Sale will be held online at <https://www.storage-treasures.com/>. The facility, Allen Mini Storage is located at 2600 South Velasco St. Angleton, TX 77515. Bidding will open September 21, 2023 at 10:00am and conclude September 28, 2023 at 10:00am. A \$100 refundable cash deposit is required for each unit bought. Use of facility dumpster is not allowed. Contents must be removed within 72 hours and unit left "broom clean." Seller reserves the right to withdraw the property at any time before the sale. Property includes miscellaneous contents of said units of spaces of the following tenants:

Daniel Barbree  
Tammy Brandy  
Habacuc Rivera  
Brenda Bray  
Armendina Gonzalez

**CLASSIFIED POLICIES ERRORS & GENERAL POLICIES**

The Facts advertising policies are intended to create reader confidence in ethical advertising. We reserve the right to edit, alter or decline any advertisement. Position of ads can not be guaranteed. The Facts assumes no financial responsibility for typographical errors or omission of copy. Liability for errors or omissions shall not exceed the cost of that attributable portion of space. Advertisers, advertising agencies or agents will assume all liability for advertisements published and agree to assume any and all responsibility for claims occurring therefrom against. Credit is allowed for the first insertion only, if your ad contains an error, please notify The Facts Classified Department before 10:00 a.m. on the first day (or business day if ad starts on weekend) of insertion. Office Hours: Mon.-Fri., 8-5. 979-265-7401

**PUBLISHER'S NOTICE**

"All real estate advertising in this newspaper is subject to the Fair Housing Act which makes it illegal to advertise "any preference limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention, to make any such preference limitation or discrimination." Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. To complain of discrimination call HUD toll-free at 1-800-669-9777. The toll-free telephone number for the hearing impaired is 1-800-927-9275.

**NOTICE TO CREDITORS**

Notice is hereby given that original Letters Testamentary for the Estate of Benjamin Hobby Best, II, Deceased, were issued on September 14, 2023, in Cause No. PR43890, pending in the County Court-At-Law No. 1, Brazoria County, Texas, to: James A. Newsom.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: James A. Newsom  
2211 Norfolk, Suite 1150  
Houston, Texas 77098

DATED the 14th day of September, 2023.

**/S/ Victor A. Sturm**

Victor A. Sturm  
Attorney for James A. Newsom  
State Bar No.: 19451500  
2420 S. Grand Blvd.  
Pearland, Texas 77581  
Telephone: (281) 485-2011  
Facsimile: (281) 485-5730  
E-mail: [victor@sturmlawfirm.com](mailto:victor@sturmlawfirm.com)

**City of Angleton Notice of Public Hearings**

Notice is hereby given that the City Council of the City of Angleton, Texas will conduct two public hearings at 6:00 pm on Tuesday, October 10, 2023, and 6:00 p.m. on October 24, 2023. The hearings will be held during regularly scheduled council meetings at Angleton City Hall 120 S. Chenango Street, Angleton, Texas 77515 regarding the following:

The proposed Strategic Partnership Agreement (SPA) between is between the City of Angleton, Texas, and Brazoria County Municipal Utility District No. 82, under the authority of Section 43.0751 of the Texas Local Government Code. The SPA will provide for an agreement regarding the land within the District that will become annexed into the City for the purpose of imposing and collecting Sales and Use Tax Revenues and for the other purposes set forth in the SPA. The subject property is more commonly known as Municipal Utility District No. 82, encompassing 911.12 acres, more or less located at the Ashland Development tract bound by FM521 on the west, SH288 to the east, and Anchor Rd./CR 44 to the south, within the ETJ of the City of Angleton, Brazoria County, Texas.

The meeting agenda and agenda packet will be posted online at [www.angleton.tx.us](http://www.angleton.tx.us): the proposed SPA Agreement will be available for public review in the City Secretary's office. The public will have the opportunity to offer comments on the agenda item by registering prior to the meeting.

For more information regarding this public hearing please contact Michelle Perez, City Secretary by email at [mperez@angleton.tx.us](mailto:mperez@angleton.tx.us) or by phone at (979) 849-4364 x-2115.

**CITY OF ANGLETON**

**Bid No. 2023-07 City of Angleton Right-of-way, Open Space & Easement Mowing & Maintenance**

The City of Angleton will receive sealed bids from qualified contractors to provide equipment, labor, and supervision for mowing and weed eating the city's rights-of-way, open space, and easements for the project titled Bid No. 2023-07 City of Angleton Right-of-way, Open Space & Easement Mowing & Maintenance. Bid documents will be available via City of Angleton website at <https://angleton.tx.us/343/Public-Notices>. Qualified and properly equipped bidders shall notify the Director of Parks & Recreation by emailing Megan Mainer, [mmainer@angleton.tx.us](mailto:mmainer@angleton.tx.us) if they intend to submit a bid to receive addendums related to this project. There is NO CHARGE to view or download documents. The outside envelope must be clearly marked "Bid No. 2023-07 City of Angleton Right-of-way, Open Space & Easement Mowing & Maintenance". The City of Angleton will accept sealed bids until 2:00 p.m. on Thursday, October 5, 2023, at the following address:

City Secretary's Office  
121 S. Velasco  
Angleton, TX 77515

Refer to bid documents for instructions. Each bid shall be accompanied by a bid bond in the amount of ten percent of the total bid submitted.

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## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** October 10, 2023

**PREPARED BY:** Phillip Conner, Finance Director

**AGENDA CONTENT:** Conduct a Public Hearing, discussion and possible action on a resolution authorizing and creating the Riverwood North PID, Public Improvement District for 35.6 acres, located north of Hospital Drive between N. Downing Street to the west and Buchta Road to the east.

**AGENDA ITEM SECTION:** Public Hearing

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

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

On September 12, 2023, City Council authorized under resolution number 20230912-019, the calling for a public hearing and providing for the preparation of a Service and Assessment Plan. The notice was published in The Facts Newspaper on September 21, 2023. Notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District.

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

**RECOMMENDATION:**

City Council should hold the public hearing, receive public input and approve the resolution authorizing and creating the Riverwood North PID, Public Improvement District for 35.6 acres.

**RESOLUTION NO. 20231010-008**

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

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

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

**WHEREAS**, the City Council of the City of Angleton (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act; and

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

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

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

**WHEREAS**, on October 10, 2023, the City Council held such public hearing on the creation of the District and heard any comments or objection thereto.

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

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

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

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

- (a) *Advisability of the Proposed Improvements.* It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) *General Nature of the Authorized Improvements.* The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) design, construction and other allowed costs related to street and roadway improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to storm drainage improvements, (iii) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities, (iv) design, construction and other allowed costs related to parks, open space and recreational improvements including trails and landscaping related thereto; (v) design, construction and other allowed costs related to projects similar to those listed in sections (i) – (iv) above authorized by the Act, including similar of-site projects that provide a benefit to the property within the District; (vi) payment of expenses incurred in the establishment, administration, and operation; and (vii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District and (viii) maintenance and operation expenses of the Authorized Improvements. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.
- (c) *Estimated Costs of the Authorized Improvements and Apportionment of Costs.* The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is \$6,500,000 plus the annual cost of operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.



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

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

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

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

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

**DULY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ON THE 10TH DAY OF OCTOBER, 2023.**

CITY OF ANGLETON, TEXAS

\_\_\_\_\_  
John Wright  
Mayor

ATTEST:

\_\_\_\_\_  
Michelle Perez, TRMC  
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

Given under my hand and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

[NOTARY STAMP]

## EXHIBIT A

### Exhibit A

#### LEGAL DESCRIPTION OF BOUNDARIES

#### FIELD NOTES FOR 35.608 ACRE TRACT

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

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

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

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

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

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

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

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

4874-1511-5890.v2

**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.

4874-1511-5890.v2



## 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

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**MEETING DATE:** 10/10/2023

**PREPARED BY:** Jamie Praslicka

**AGENDA CONTENT:** An overview of the recent rain event and localized street flooding on October 3<sup>rd</sup>, 2023.

**AGENDA ITEM SECTION:** Regular Agenda

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**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

A review of the flash flooding event on October 4th, 2023. J. Praslicka will go over the rain event, emergency management, and departmental responses. J. Peterson will talk about the localized street flooding experienced during the event.

**RECOMMENDATION:**

N/A



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 10/10/23

**PREPARED BY:** Chris Whittaker

**AGENDA CONTENT:** Update, discussion and possible action on the 60% scope of work for the Investment Grade Audit contract with Schnieder Electric.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

### EXECUTIVE SUMMARY:

At the 9/26/23 council meeting, a presentation with possible action was made to council by Schneider Electric providing a review of the 60% development phase of the Facilities Energy Savings Investment Grade Audit. No action was taken and Council asked for larger handouts to better understand savings and costs and further discussion was needed.

Tonight's presentation is to look closer at savings and costs, benefits, opportunities and deadlines. Schneider Electric is ready with the final development of all proposed phases and needs guidance from Council on which project will be the best opportunity so as to give Schneider Electric the approval to finalize and provide the construction contracts. Once the construction contract is approved (estimated 30 days), Schneider will prepare the mobilization schedules to begin implementation.

As a refresher, Schneider Electric presented the 60% proposed scope items to the City Manager and team on July 28<sup>th</sup>. Discussion and go/no go decisions were made of which projects to further develop. At this point in development, Schneider Electric has identified three options for the city.

Option 1 - Comprehensive Project \$14M

Option 2 - Optimized Project \$7M

Option 3 - Minimized Project \$1.5M

The scope at a maximum includes: Indoor/outdoor lighting, HVAC, Building Envelope, Onsite Chlorine Generation, Building Automation Systems, mechanical recommissioning, Solar

Photovoltaic arrays and battery storage, information kiosks and a software based capital asset planning tool. The final scope will vary dependent on the preference of City Leadership.

At the July 28<sup>th</sup> meeting, it was determined that the “Optimized”, Option 2 Scope was most attractive for the City of Angleton. The scope addresses existing needs in city facilities that will also make those facilities more energy efficient.

Highlights this evening include the solar arrays plan, leveraging tax incentive funds and positioning the city for the coming anticipated kw rate hike. Schneider Electric’s presenters are Debra Jones, Program Manager and Brian Pottenger, Project Development Manager.

**RECOMMENDATION:**





## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** October 13, 2023

**PREPARED BY:** Michelle Perez

**AGENDA CONTENT:** Discussion and possible action on Resolution No. 20231010-000 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.

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

Residents were asked if they were interested in being nominated to apply online by October 9. As of October 5, only one application has been received by Gary Dickey.

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

### RECOMMENDATION:

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

**RESOLUTION NO. 20231010-012**

**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, 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 10TH DAY OF OCTOBER 2023.**

CITY OF ANGLETON, TEXAS

\_\_\_\_\_  
John Wright  
Mayor

ATTEST:

\_\_\_\_\_  
Michelle Perez, TRMC  
City Secretary



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 10/10/23

**PREPARED BY:** Michelle Perez

**AGENDA CONTENT:** Presentation provided by each candidate who submitted an application to serve an unexpired term for City Council Position No. 5.

**AGENDA ITEM SECTION:** Regular Agenda

**BUDGETED AMOUNT:** N/A

**FUNDS REQUESTED:** N/A

**FUND:** N/A

**EXECUTIVE SUMMARY:**

Mark Gongora resigned from Council Position No. 5 with an unexpired term ending in May 2024.

The city notified the citizens of an open position on council and requested those who were interested to submit an application. The city received 8 qualified applications; one applicant removed himself from the selection leaving a remaining 7 applicants.

Each applicant will have 2 minutes to speak in front of the council regarding their consideration for Council Position No. 5.

Applications Submitted by:

1. Erin Boren
2. Mindy Burch
3. Gary Dickey
4. Andrew Heston
5. Patton Ritter
6. Tanner Sartin
7. Blaine Smith

**RECOMMENDATION:**

N/A