



Mayor | Jason Perez
Mayor Pro-Tem | John Wright
Council Members | Cecil Booth, Mark Gongora, Mikey Svoboda, Travis Townsend
City Manager | Chris Whittaker
City Secretary | Frances Aguilar

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, JUNE 14, 2022, 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. Ceremonial Presentation of June Keep Angleton Beautiful Yard of the Month and Business of the Month.
3. Presentation of Proclamations by the Mayor.

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 the minutes of the Angleton City Council meeting of April 12, 2022; meeting of April 26, 2022; meeting of May 17, 2022; and meeting of May 24, 2022.

- [5.](#) Discussion and possible action on a resolution reappointing Randle Law Office LTD., L.L.P. as City Attorney for the City of Angleton, Texas and providing for compensation and providing that said appointment shall continue for additional time thereafter unless other appointments shall be made by resolution, duly adopted by the City Council, which shall be in conflict herewith and providing for the powers, duties and authority of the said City Attorney.
- [6.](#) Discussion and possible action on an ordinance amending the fiscal year 2021-2022 budget to include the general fund, the street fund, the water fund, and miscellaneous minor funds; declaring a public necessity; providing a severability clause; providing an open meetings clause and an effective date.

REGULAR AGENDA

- [7.](#) Discussion and possible action on the Austin Colony Development Agreement.
- [8.](#) Discussion and possible action on a regional animal services facility.
- [9.](#) Discussion and possible action to award a contract to DN Tanks, LLC for the Chenango GST replacement, in the amount of \$2,418,753 and authorized the City Manager to execute the agreement upon legal review.
- [10.](#) Discussion and possible action on the purchase of a new motor and installation for Engine 2 versus replacement.

EXECUTIVE SESSION

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

11. Discussion and possible action on the annual performance review of the Municipal Court Judge, pursuant to Section 551.074 of the Texas Government Code.
12. Discussion and possible action on Boards and Commissions appointments, pursuant to Section 551.074 of the Texas Government Code.
13. Discussion and possible action on a complaint or a charge against an officer or employee, pursuant to Section 551.074 of the Texas Government Code.

OPEN SESSION

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

ADJOURNMENT

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

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

CERTIFICATION

I, Frances Aguilar, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, June 10, 2022 by 6:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

/S/ Frances Aguilar

Frances Aguilar, TRMC, MMC
City Secretary

In compliance with the Americans with Disabilities Act, the City of Angleton will provide reasonable accommodations for persons attending City Council meetings. The facility is wheelchair accessible and accessible parking spaces are available. Please contact the City Secretary at 979-849-4364, extension 2115 or email citysecretary@angleton.tx.us.



AGENDA ITEM SUMMARY FORM

MEETING DATE: June 14, 2022

PREPARED BY: Colleen Martin

AGENDA CONTENT: Presentation of employee service award.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: **FUNDS REQUESTED:**

FUND:

EXECUTIVE SUMMARY:

Presentation of a Service Award to Rhonda Barton for 15 years of service to the City of Angleton.

RECOMMENDATION:

Presentation of Service Award.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 6/14/2022

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

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

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

Tracy Delesandri, Keep Angleton Beautiful Chairwoman, will present Yard of the Month to The Trottier Family at 809 Cannan and Business of the Month to Tilson Custom Home Builders at 1128 S Velasco.

RECOMMENDATION:

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



AGENDA ITEM SUMMARY FORM

MEETING DATE: June 14, 2022

PREPARED BY: Frances Aguilar

AGENDA CONTENT: Discussion and possible action to approve the minutes of the Angleton City Council meeting of April 12, 2022; meeting of April 26, 2022; meeting of May 17, 2022; and meeting of May 24, 2022.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: EnterTextHere

FUNDS REQUESTED: EnterTextHere

FUND: EnterTextHere

EXECUTIVE SUMMARY:

Approve the minutes of the Angleton City Council meeting of April 12, 2022; meeting of April 26, 2022; meeting of May 17, 2022; and May 24, 2022.

RECOMMENDATION:

Staff recommends Council approve the minutes as presented.



**CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, APRIL 12, 2022 AT 6:00 PM**

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, APRIL 12, 2022 AT 6:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

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

PRESENT

Mayor Jason Perez
Mayor pro-tem John Wright
Council Member Cecil Booth
Council Member Mark Gongora
Council Member Mikey Svoboda
Council Member Travis Townsend

PLEDGE OF ALLEGIANCE

Council Member Townsend led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

Mr. Jim Wells, Ms. Betsy David, Mr. Marcus Jones, and Mr. Michael Durham spoke in opposition of the TCEQ Permit and wastewater treatment plant south of Angleton.

CEREMONIAL PRESENTATIONS

1. Presentation of certificates to the 2022 Angleton University graduates.
2. Presentation of employee service awards.
3. Presentation of the Keep Angleton Beautiful Yard of the Month and Business of the Month.
4. Presentation of Proclamations by the Mayor.

The Mayor proclaimed April as Fair Housing Month.

CONSENT AGENDA

The following were enacted with one motion.

5. Discussion and possible action to approve the minutes of the Angleton City Council meeting of March 8, 2022 and meeting of March 22, 2022.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the minutes of the Angleton City Council meeting of March 8, 2022 and meeting of March 22, 2022. The motion passed on a 6-0 vote.

6. Discussion and possible action on a resolution extending the disaster declaration signed by the Mayor on March 17, 2020, through May 12, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Resolution No. 20220412-006. The motion passed on a 6-0 vote.

7. Discussion and possible action on a resolution regarding the application on Centerpoint Energy Resources Corporation, Texas Coast Division, to increase rates under the gas reliability infrastructure program; suspending Centerpoint's proposed effective date for forty-five days; authorizing the City's participation in a coalition of cities known as the "Texas Coast Utilities Coalition" ("TCUC") of Cities; determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Resolution No. 20220412-007. The motion passed on a 6-0 vote.

8. Discussion and possible action on an ordinance regarding the possible determination of a substandard building, located at 316 Rogers Street, Angleton, Brazoria County, Texas 77515; providing a date for a public hearing to make such a determination; providing for repeal, providing for severability; providing for an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Ordinance No. 20220412-008. The motion passed on a 6-0 vote.

9. Discussion and possible action on an ordinance regarding the possible determination of a substandard building, located at 320 W. Peach Street, Angleton, Brazoria County, Texas 77515; providing a date for a public hearing to make such a determination; providing for repeal, providing for severability; providing for an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Ordinance No. 20220412-009. The motion passed on a 6-0 vote.

10. Discussion and possible action on an ordinance regarding the possible determination of a substandard building, located at 504 Farrer Street, Angleton, Brazoria County, Texas

77515; providing a date for a public hearing to make such a determination; providing for repeal, providing for severability; providing for an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Ordinance No. 20220412-009. The motion passed on a 6-0 vote.

11. Discussion and possible action on a partnership agreement with Angleton ISD for a scoreboard sponsorship.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the partnership agreement with Angleton ISD. The motion passed on a 6-0 vote.

12. Discussion and possible action on KAB TxDOT traffic controller cabinet wrap art recommendations and authorize the City Manager to execute artist agreements.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the artist agreements for Joy Chandler, Wendy Delgado, and Lauren Luna. The motion passed on a 6-0 vote.

Mayor Perez recessed the Council Meeting at 6:41 P.M.

EXECUTIVE SESSION

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

18. Discussion and possible action on a complaint or a charge against an officer or employee, pursuant to Section 551.074 of the Texas Government Code.

Conducted

19. Discussion and possible action to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Finance Director, pursuant to Section 551.074 of the Texas Government Code.

Conducted

OPEN SESSION

Mayor Perez reconvened the Council Meeting back to order at 8:02 P.M.

19. Discussion and possible action to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Finance Director, pursuant to Section 551.074 of the Texas Government Code.

Upon a motion by Council Member Booth and seconded by Council Member Svoboda, Council ratified the City Manager's decision to terminate the Finance Director. The motion passed on a 5-1 vote. Mayor pro-tem Wright voted against.

REGULAR AGENDA

13. Discussion and possible action on a fitness passport service agreement with OptumHealth Care Solutions, LLC. and authorize the City Manager to execute the agreement upon legal review.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council approved the fitness passport service agreement with OptumHealth Care Solutions, LLC. and authorized the City Manager to execute the agreement upon legal review. The motion passed on a 6-0 vote.

14. Discussion and possible action on a service agreement with iWorQ Systems Inc.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council approved service agreement with iWorQ Systems Inc. for the FY 2022 – 2023. The motion passed on a 6-0 vote.

15. Update on the lots located at the southeast corner of N. Front St. and E. Cedar St. with the Commercial-Office/Retail zoning district.

An update was provided by Matt Hanks, County Engineer with Brazoria County.

16. Discussion and possible action on a proposal from HDR Engineering, Inc. for the Engineering Quiet Zone Reaffirmation Project.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved the proposal from HDR Engineering, Inc. for the Engineering Quiet Zone Reaffirmation Project in the amount of \$25,000, paid from fund balance. The motion passed on a 6-0 vote.

17. Discussion and possible action on the water connection count.

Presentation was made by John Peterson, Senior Project Manager with HDR Engineering Services, Inc.

ADJOURNMENT

The meeting was adjourned at 9:05 P.M.

These minutes were approved by Angleton City Council on this the 14th day of June, 2022.

CITY OF ANGLETON, TEXAS

Frances Aguilar, TRMC, MMC
City Secretary



CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, APRIL 26, 2022 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, APRIL 26, 2022 AT 6:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

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

PRESENT

Mayor Jason Perez
 Mayor pro-tem John Wright
 Council Member Cecil Booth
 Council Member Mark Gongora
 Council Member Travis Townsend

ABSENT

Council Member Mikey Svoboda

PLEDGE OF ALLEGIANCE

Council Member Townsend led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CEREMONIAL PRESENTATIONS

1. Presentation of Angleton Police Officer of the Year by the Exchange Club of Angleton.

Presentation was made by RoVin Garrett to Corporal Sidney Slawson.

CONSENT AGENDA

The following were enacted with one motion.

2. Discussion and possible action to award a contract to Crowder Gulf, LLC for the debris management and hauling for the purpose of disaster debris clearance and removal and authorize the City Manager to execute the agreement upon legal review.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council awarded the contract to Crowder Gulf, LLC and authorized the City Manager to execute the agreement upon legal review. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

Item 3 was pulled for discussion.

Item 4 was pulled for discussion.

5. Discussion and possible action on a waiver of the preliminary acceptance of public improvements and public improvement acceptance for Phase Two of the Riverwood Ranch Subdivision.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved a waiver of the preliminary acceptance of public improvements and public improvement acceptance for Phase Two of the Riverwood Ranch Subdivision. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

REGULAR AGENDA

3. Discussion and possible action to award a contract to HTI Construction, LLC for the 2021 Street Bond Project – Phase 1: Ridgecrest Street and Robinhood Lane and authorize the City Manager to execute the agreement upon legal review.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council awarded the contract to HTI Construction, LLC, in the amount of \$1,660,385 and authorized the City Manager to execute the agreement upon legal review. The motion passed on a 4-1 vote. Council Member Booth voted against. Council Member Svoboda was absent.

4. Discussion and possible action to award a contract to Sustanite Support Services, LLC for the Freedom Park Groundwater Treatment System project and authorize the City Manager to execute the agreement upon legal review.

Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council awarded the contract to Sustanite Support Services, LLC and authorized the City Manager to execute the agreement upon legal review. The motion passed on a 4-1 vote. Mayor pro-tem Wright voted against. Council Member Svoboda was absent.

7. Discussion and possible action on an agreement with i9 Sports Association to provide youth sports leagues, clinics, and camps and authorize the City Manager to execute the agreement upon legal review.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved an agreement with i9 Sports Association and authorized the City Manager to execute the agreement upon legal review. The motion passed on a 5-0 vote. Council Member Svoboda was absent.

6. The discussion and possible action on the Enterprise rental fleet program.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council approved to continue with Enterprise rental fleet program with the additional of 25 vehicles. The motion passed on a 5-2 vote. Council Member Svoboda was absent.

8. Discussion and possible action on an ordinance amending the Code of Ordinances of the City of Angleton, Texas, by amending and revising Chapter 8.5 Food and Food Establishments Article I. In General, Section 8.5-2. Definitions, Article II. Permit, Section 8.5-10. Required, Section 8.5-11. Duration, Article III. Inspections, Section 8.5-20. Annual Inspections, Reinspections, and New Inspections, Article V. Temporary and Mobile Food Establishments, Section 8.5-62. Mobile Food Establishments; Generally and Sec.8.5-63. Unrestricted and Restricted Mobile Food Unit Regulations As Contained in "Exhibit A"; adopting Sec 8.5-66. Mobile Food Courts as contained in "Exhibit B"; providing for the regulation of food and food establishments; providing a penalty; providing for severability; providing for repeal; and providing an effective date.

Direction was to the City Manager to have a public hearing and return to Council.

9. Discussion on the FY 2022 – 2023 proposed budget schedule and budget direction and guidelines.

Direction was given to look into including COLA increases, merit raises, using the no new revenue rate, raising taxes for infrastructure improvements, assess the infrastructure improvement needs, and homestead exemptions.

10. Discussion and possible action on the Brazosport Water Authority (BWA) water supply rate increase.

An overview of the water supply increase was provided by Morris Massengill. No action was taken.

ADJOURNMENT

The meeting was adjourned at 7:47 P.M.

These minutes were approved by Angleton City Council on this the 14th day of June, 2022.

CITY OF ANGLETON, TEXAS

Frances Aguilar, TRMC, MMC
City Secretary



CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, MAY 17, 2022 AT 5:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, MAY 17, 2022 AT 5:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Perez called the Council Meeting to order at 5:04 P.M.

PRESENT

Mayor Jason Perez
 Mayor pro-tem John Wright
 Council Member Cecil Booth
 Council Member Mark Gongora
 Council Member Mikey Svoboda
 Council Member Travis Townsend

REGULAR AGENDA

1. Discussion and possible action on a resolution canvassing a general election held on May 7, 2022; declaring the candidates for Council Member, Position 3 is duly elected; and containing other provisions relating to the subject.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council approved Resolution No. 20220517-001. The motion passed on a 4-0 vote. Council Member Gongora and Council Member Svoboda were off the dais.

2. Discussion and possible action on an ordinance canvassing a special election held on May 7, 2022; and containing other provisions relating to the subject.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council approved Ordinance No. 20220517-002. The motion passed on a 4-0 vote. Council Member Gongora and Council Member Svoboda were off the dais.

3. Administer Oath of Office to John Wright, Council Member, Position 3 by Angleton Municipal Court Judge Jeffrey Gilbert.

The Honorable Judge Jeffrey Gilbert administered the Oath of Office to Council Member Wright.

4. Discussion and possible action on a resolution establishing the procedure for the June 11, 2022 Runoff Election in Angleton, Texas; and providing for other related matters related thereto.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council approved Resolution No. 20220517-004. The motion passed on a 6-0 vote.

ADJOURNMENT

The meeting was adjourned at 5:11 P.M.

These minutes were approved by Angleton City Council on this the 14th day of June, 2022.

CITY OF ANGLETON, TEXAS

Frances Aguilar, TRMC, MMC
City Secretary



**CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, MAY 24, 2022 AT 6:00 PM**

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, MAY 24, 2022 AT 6:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

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

PRESENT

Mayor Jason Perez
Mayor pro-tem John Wright
Council Member Cecil Booth
Council Member Mark Gongora
Council Member Mikey Svoboda
Council Member Travis Townsend

PLEDGE OF ALLEGIANCE

Mayor Perez led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CEREMONIAL PRESENTATIONS

1. Ceremonial Presentation of May Keep Angleton Beautiful Yard of the Month and Business of the Month.

Yard of the Month was presented to Brian and Dana Ernst at 2 Pecan Place and Business of the Month was presented to Angleton Veterinary Clinic, Dr. Sherry Clark, at 1717 E Mulberry.

2. Presentation of the TXU Leadership Sustainability Award.

The Leadership in Sustainability Award was presented to Megan Mainer, Director of Parks & Recreation.

CONSENT AGENDA

The following were enacted with one motion.

Item 3 was pulled for discussion.

Item 4 was pulled for discussion.

5. Discussion and possible action on a resolution denying the distribution cost recovery factor rate request of Texas-New Mexico power company made on or about April 5, 2022; authorizing participation in a coalition of similarly situated cities; authorizing participation in related rate proceedings; requiring the reimbursement of municipal rate case expenses; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Resolution No. 20220524-005. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

6. Discussion and possible action on a resolution designating authorized signatories for contractual documents and documents for requesting funds pertaining to the General Land Office Community Development Block Grant – Mitigation Supplemental Program (CDBG-MIT Supplemental) Contract # 22-119-002-D360 and providing that this resolution shall become effective from and after its passage.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Resolution No. 20220524-006. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

7. Discussion and possible action on a resolution designating authorized adopting/reaffirming the Civil Right Policies and Procedures for the General Land Office Community Development Block Grant – Mitigation Supplemental Program (CDBG-MIT Supplemental) Contract # 22-119-002-D360 and providing that this resolution shall become effective from and after its passage.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Resolution No. 20220524-007. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

Item 8 was pulled for discussion.

Item 9 was pulled for discussion.

10. Discussion and possible action on a resolution adopting a policy and procedure for contacting our medically fragile residents during and after a disaster or other event that may have a negative impact on the community.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Resolution No. 20220524-010. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

11. Discussion and possible action on a letter to the Texas General Land Office regarding the creation of a City Hazard Mitigation Action Plan.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the letter to the Texas General Land Office. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

12. Discussion and possible action on an ordinance amending the Parks and Recreation tables in the fee schedule in the consolidated schedule of fees of the code of ordinances of the City of Angleton, Texas, revising and providing for an increase in the rates to be charged for membership by the City of Angleton; providing for repeal of conflicting ordinances; providing severability clause; providing for an open meetings clause; providing a penalty; and providing an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Ordinance No. 20220524-012. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

13. Discussion and possible action on Angleton Recreation Center hours of operation.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the Angleton Recreation Center hours of operation. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

14. Discussion and possible action on the Parks & Recreation Standards Manual.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the Parks & Recreation Standards Manual. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

15. Discussion and possible action on a variance to waive fees for the Juneteenth Mass Gatherings Permit.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the variance to waive fees for the Juneteenth Mass Gathering Permit. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

Item 16 was pulled for discussion.

17. Discussion and possible action on the Quarterly Investment Reports for December 2021.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the Quarterly Investment Reports for December 2021. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

18. Discussion and possible action to approve the Quarterly Investment Reports for March 2022.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the Quarterly Investment Reports for March 2022. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

19. Discussion and possible action on a waiver of all permitting and building fees associated with the reconstruction of a residential structure at 317 N. Parrish Street.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved to waiver all permitting and building fees. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

Item 20 was pulled for discussion.

REGULAR AGENDA

3. Discussion and possible action on an agreement with JustFOIA for public information requests management software.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council approved the agreement with JustFOIA. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

Council was directed to return with the fee schedule.

4. Discussion and possible action on a resolution appointing the Planning and Zoning Commission as the Capital Improvements Advisory Committee and appointing a representative that resides in the extra-territorial jurisdiction of the City of Angleton, Texas who is not an employee or official of a political subdivision or governmental entity as an ad hoc voting member of the Planning and Zoning Commission when it acts as the Capital Improvements Advisory Committee; providing for repeal; and providing for an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council approved Resolution No. 20220524-004, appointing Williams Tigner as the ETJ Member. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

8. Discussion and possible action on resolution extending the disaster declaration signed by the Mayor on March 17, 2020, through June 11, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Resolution No. 20220524-008. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

9. Discussion and possible action on a resolution extending the disaster declaration signed by the Mayor on March 17, 2020, through July 10, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Resolution No. 20220524-009. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

16. Discussion and possible action on a perpetual sidewalk easement agreement with Robert R. Jones, due to tree roots making the sidewalk impassable and dangerous.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved the perpetual sidewalk easement agreement. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

20. Discussion and possible action on an interlocal agreement with South Central Planning and Development Commission (SCPDC) through its agent, the Capital Area Council of Governments (CAPCOG), for the provision of My Government Online software for the Development Services Department.

Upon a motion by Council Booth and seconded by Council Member Svoboda, Council approved the interlocal agreement with South Central Planning and Development Commission (SCPDC) through its agent, the Capital Area Council of Governments (CAPCOG). The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

PUBLIC HEARINGS AND ACTION ITEMS

22. Conduct a public hearing to determine whether the structure located on the property at 320 W. Peach Street, Angleton, Brazoria County, Texas 77515 complies Chapter 5 - Buildings and Building Regulations and Chapter 11 - Housing of the Code of Ordinances; and whether such structure shall be demolished in accordance with Chapter 5 - Buildings and Building Regulations, Article XII - Substandard Buildings, Sec. 5-572 - "Authority regarding substandard building" of the Code of Ordinances.

Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council opened the public hearing. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

The public hearing was conducted and upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council closed the public hearing. Council Member Townsend was off the dais.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Svoboda, Council required the owner to submit a written plan of action by 5:30 P.M. on June 1, 2022 to be completed in 90 days and return to review. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

21. Conduct a public hearing in accordance to determine whether the structure located on the property at 316 W. Rogers Street, Angleton, Brazoria County, Texas 77515 complies Chapter 5 - Buildings and Building Regulations and Chapter 11 - Housing of the Code of Ordinances; and whether such structure shall be demolished in accordance with Chapter 5 - Buildings and Building Regulations, Article XII - Substandard Buildings, Sec. 5-572 - "Authority regarding substandard building" of the Code of Ordinances.

Upon a motion by Council Member Booth and seconded by Council Member Gongora, Council opened the public hearing. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

The public hearing was conducted and upon a motion by Council Member Booth and seconded by Council Member Gongora, Council closed the public hearing. Council Member Townsend was off the dais.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Svoboda, Council required the owner to submit a written plan of action by 5:30 P.M. on June 1, 2022 to be completed in 90 days and return to Council for review. The motion passed on a 6-0 vote.

23. Conduct a public hearing in to determine whether the structure, located on the property at 504 Farrer Street, Angleton, Brazoria County, Texas complies with Chapter 5 - Buildings and Building Regulations and Chapter 11 - Housing of the Code of Ordinances; and whether such structure shall be demolished in accordance with Chapter 5 - Buildings and Building Regulations, Article XII - Substandard Buildings, Sec. 5-572 - "Authority regarding substandard building" of the Code of Ordinances.

Upon a motion by Council Member Booth and seconded by Mayor pro-tem Wright, Council opened the public hearing. The motion passed on a 5-0 vote. Council Member Townsend was absent.

The public hearing was conducted and upon a motion by Council Member Booth and seconded by Mayor pro-tem Wright, Council closed the public hearing. The motion passed on a 5-0 vote. Council Member Townsend was absent.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Svoboda, Council deemed the structure substandard and have it demolished within 30 days. The motion passed on a 6-0 vote.

24. Conduct a public hearing, discussion, and possible action on an ordinance rezoning an approximate 2.748 acres in the J. De J. Valderes Survey, Abstract No. 380, City of Angleton, Brazoria County, Texas, from the Commercial General (C-G) District to the Single Family Residential-7.2 (SF-7.2) District.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council opened the public hearing. The motion passed on a 6-0 vote.

The public hearing was conducted and upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council closed the public hearing. The motion passed on a 6-0 vote.

Upon a motion by Council Member Booth and seconded by Mayor pro-tem Wright, Council approved Ordinance 20220524-024. The motion passed on a 6-0 vote.

25. Conduct a public hearing, discussion, and possible action on an ordinance authorizing a Specific Use Permit for use of a recreational vehicle as a residence on property described as Lot 24, Block 134, of the Lorraine Subdivision.

Upon a motion by Mayor Perez opened the public hearing without objection.

Upon a motion by Mayor Perez closed the public hearing without objection.

Upon a motion by Council Member Booth and seconded by Council Member Svoboda, Council approved Ordinance 20220524-025 for 6 months. The motion passed on a 5-1 vote. Council Member Townsend voted against.

26. Conduct a public hearing, discussion, and possible action on an ordinance annexing an approximate 20.00 acres into the City of Angleton and an annexation service plan.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Townsend, Council opened the public hearing. The motion passed on a 6-0 vote.

The public hearing was conducted and upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council closed the public hearing. The motion passed on a 6-0 vote.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council opened the public hearing. The motion passed on a 6-0 vote.

Council directed staff to return on August 9, 2022.

27. Conduct a public hearing, discussion, and possible action on the preliminary replat of Riverwood Ranch Sections 3 & 4.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council opened the public hearing. The motion passed on a 6-0 vote.

The public hearing was conducted and upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council closed the public hearing. The motion passed on a 6-0 vote.

Upon a motion by Council Member Booth and seconded by Council Member Svoboda, Council approved the preliminary replat of Riverwood Ranch Sections 3 & 4 subject to the following City Engineers comments:

1. Please provide a revised preliminary to incorporate the minor textual and format items noted on the attached preliminary plat PDF.
2. The Angleton Drainage District (A.D.D.) approval will be required as part of the Construction Plans and Final Plat approval.
3. ~~A Variance Request was provided by Mr. Michael Foley regarding A Traffic Impact Analysis (TIA) for the proposed subdivision. Unfortunately, the request has been denied based on the threshold requirement for exceeding peak hour trips (>100 VHP) as listed in the Angleton LDC Sec. 23-25. This is interpreted from the number of trips generated from the overall development (i.e. Riverwood Ranch Section 1-4) and not per driveway. Therefore a TIA will be required for the proposed Subdivision and a scoping meeting will be coordinated accordingly to review this information.~~
4. ~~A Geotechnical Report, (PSI Intertek, dated December 6, 2019) has been provided for the proposed overall subdivision; however, an amended report will be required to include additional geotechnical borings for providing recommendations for the proposed paving and detention pond area within Section 3 & 4. The current boring spacings provided do not meet City of Angleton Construction Manual requirements.~~
5. Pending Planning and Zoning and City Council approval, a Final Plat and Construction Plans shall be prepared in accordance to the Developer's Agreement and in accordance to the Angleton Land Development Code (LDC) and processes.

The motion passed on a 4-2 vote. Mayor pro-tem Wright and seconded by Council Member Townsend voted against.

Mayor Perez recessed the Council Meeting at 9:08 P.M.

Mayor Perez reconvened the Council Meeting back to order at 9:19 P.M.

REGULAR AGENDA

28. Discussion and possible action on an ordinance authorizing the issuance and sale of the City of Angleton, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2022; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council approved Ordinance No. 20220524-028. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

29. Discussion and possible action on the sale of property within the City limits.

Council directed the City Manager to survey and appraise the property.

30. Discussion and possible action on the Houston-Galveston Area Council (H-GAC) Transportation Improvement Program Grant (TIP) for Henderson Road Improvement Project

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council authorized the City Manager to pursue the H-GAC Transportation Improvement Program Grant. The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

31. Discussion and possible action on Riverwood Ranch private park.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Gongora, Council denied the request for credit of the private park towards dedication requirement or payment in lieu of dedication. The motion passed on a 3-2 vote. Council Member Townsend was off the dais. Mayor Perez and Council Member Booth voted against.

32. Discussion and possible action on the Austin Colony Development Agreement.

This item was pulled from the agenda.

33. Discussion and possible action on Heritage Park Section Three Final Plat.

Upon a motion by Council Member Booth and seconded by Mayor pro-tem Wright, Council approved the final plat with the following conditions:

1. The Angleton Drainage District provided a letter of approval, dated April 26, 2022, with stipulations noted and is provided as an attachment in this review. No additional action is required.
2. Prior to bidding of the project, a geotechnical report shall be provided for review of the recommendations provided for the proposed streets and other pertinent recommendations for the proposed Subdivision. Upon review of the report, the applicable plan sheets and details shall be revised to include this information.
3. Coordination shall be made with Fire Department review of the proposed street layout and cul-de-sac for fire access to the Subdivision.
4. Prior to acceptance of the Subdivision, the existing lift station (LS#36) shall be reviewed with Public Works to verify the configuration of the lift station pumping and control settings have been adjusted accordingly to accommodate wastewater from Section 3.
5. Coordination shall be made with Development Services regarding the condition and maintenance of the existing detention pond prior acceptance of the Subdivision.
6. Receipt of construction plans and plat that reflect no attachment to the Heritage Park subdivision or detention pond.
7. Subdivision name change.
8. City Attorney review.

The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

34. Discussion and possible action to provide staff direction on amending the public acceptance process.

Upon a motion by Council Member Booth and seconded by Mayor pro-tem Wright, Council approved the public acceptance process with the following:

1. A two-year maintenance bond.
2. The maintenance bond be 100% of the cost of the public improvements.
3. The acceptance be a staff administered process.
- 4.

The motion passed on a 5-0 vote. Council Member Townsend was off the dais.

ADJOURNMENT

The meeting was adjourned at 10:55 P.M.

These minutes were approved by Angleton City Council on this the 14th day of June, 2022.

CITY OF ANGLETON, TEXAS

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 06/14/2022

PREPARED BY: Tenecha Williams, Interim Finance Director

AGENDA CONTENT: Discussion and possible action on a resolution re-appointing Randle Law Office LTD., L.L.P. as City Attorney for the City of Angleton, Texas and providing for compensation and providing that said appointment shall continue for additional time thereafter unless other appointments shall be made by resolution, duly adopted by the City Council, which shall be in conflict herewith and providing for the powers, duties and authority of the said City Attorney.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Rate increase request from the City Attorney, Randle Law Office LTD, L.L.P.

Randle Law is requesting approval of a new 5-year rate guarantee to start October 1, 2022-October 1, 2027 and consist of Non-Litigation Matters for all Attorneys at \$225/hour and all Paralegals billed at \$105/hour. All Litigation Matters will be charged for all Attorneys at \$265/hour and Paralegals at \$125/hour.

All non-litigation attorney fees will increase \$30/hour and paralegal fees will increase \$15/hour. All litigation attorney fees will increase \$40/hour and paralegal fees will increase \$30/hour. Please see attached contract.

The City and the City Attorney entered an agreement in 2017. The provision regarding rates and the 5-year guarantee on the rates expired 10/1/2018. The rates were for Non-Litigation Matters for All Attorneys at \$195/hour and all Paralegals at \$90/hour. All Litigation Matters are charged for All Attorneys at \$225/hour and all Paralegals at \$90/hour.

RECOMMENDATION:

Staff recommends Council approve the resolution.

RESOLUTION NO. 20220614-005

A RESOLUTUION BY THE CITY COUNCIL OF THE CITY OF ANGLETON RE-APPOINTING RANDLE LAW OFFICE LTD., L.L.P. AS CITY ATTORNEY FOR THE CITY OF ANGLETON, TEXAS, AND PROVIDING FOR COMPENSATION AND PROVIDING THAT SAID APPOINTMENT SHALL CONTINUE FOR ADDITIONAL TIME THEREAFTER UNLESS OTHER APPOINTMENTS SHALL BE MADE BY RESOLUTION DULY ADOPTED BY THE CITY COUNCIL WHICH SHALL BE IN CONFLICT HERewith AND PROVIDING FOR THE POWERS, DUTIES AND AUTHORITY OF THE SAID CITY ATTORNEY.

WHEREAS, the firm of Randle Law Office Ltd., L.L.P. is competent in the area of municipal law and can effectively represent the interest of the City of Angleton, Texas, in accordance with the usual and customary duties of a City Attorney; and

WHEREAS, the City and Randle Law Office Ltd., L.L.P. have entered into a contractual relationship and contract for services of the City Attorney and desire to appoint the City Attorney as permitted by the City Charter Section 4.05, to be appointed as an officer of the City and not as an employee of the City; and

WHEREAS, the City Council of the City of Angleton, Texas finds and determines that the appointment of a City Attorney is a matter of public necessity and as such, this Resolution shall be deemed effective as of June 14, 2022;

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

SECTION 1. Randle Law Office Ltd., L.L.P. is appointed City Attorney for the City of Angleton, Texas, with J. Grady Randle designated as chief responsible counsel, and the appointed City Attorney shall bill the City \$225.00 per hour for attorneys and \$105.00 per hour for paralegals for non-litigation services and \$265.00 per hour for attorneys for litigation, and \$125.00 per hour for paralegals for litigation services, rendered for service on a monthly basis which shall include the hourly charges plus all expenses reasonably incurred which shall be paid in accordance with established custom and practice and that the City of Angleton, Texas will not withhold taxes from the payment it makes to Randle Law Office Ltd., L.L.P. These rates will remain the same until April 1, 2026. No other compensation or benefits including health insurance, life insurance, club membership or convention fees are to be paid to Randle Law Office Ltd., L.L.P.

SECTION 2. The City Attorney herein appointed shall be deemed the chief legal officer of the City and shall represent the City in all matters pending in any forum without further specific authorization of the City Council of the City and shall in addition perform such other services as shall be required and provided for under the Charter, to the extent applicable, and Code of

Ordinances of the City. The City Attorney, or other such attorneys selected by it, shall represent the City in all litigation. The City Attorney herein designated, or other such attorneys selected by it, shall appear in front of all official bodies, boards and commissions of the City as many be required by the matters pending before such bodies. As required, the City Attorney shall render opinions and memorandums of law that shall be maintained by the City Secretary and open for public inspection as is the case of all official records of the City. The City Attorney shall be designated the chief legal officer of the City.

SECTION 3. This appointment shall continue unless this resolution of appointment is repealed.

SECTION 4. In consideration for the appointment made herein, the City Attorney herein appointed shall perform all services required in a professional manner in accordance with all applicable rules and laws relating to legal services.

SECTION 5. This Resolution shall constitute the entire agreement between the attorney herein appointed and the City of Angleton, Texas and shall constitute the contract between such parties; no further contract or agreement shall be required. It is the intent of the City of Angleton, Texas and Randle Law Office Ltd., L.L.P. that Randle Law Office Ltd., L.L.P. is an independent contractor and is not an employee of the City.

PASSED AND APPROVED THIS THE 14th DAY OF JUNE 2022.

CITY OF ANGLETON, TEXAS

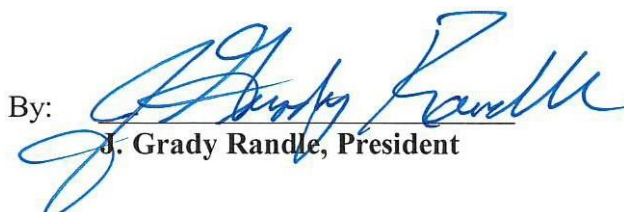
Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

ACCEPTED AND APPROVED:

RANDLE LAW OFFICE LTD., LL.P.

By: 
J. Grady Randle, President



Memorial City Plaza II
820 Gessner, Suite 1570
Houston, TX 77024-4494

**HOURLY FEE AGREEMENT
(with Mediation provision)**

LAW FIRM RETAINED: The Client, the CITY OF ANGLETON, TEXAS, a home rule municipality, (hereinafter referred to as "Client"), hereby agrees to retain and does retain the RANDLE LAW OFFICE LTD., L.L.P. (hereinafter referred to as the "Firm.") J. Grady Randle is designated as lead counsel for the Firm for the representation as described below.

SCOPE OF REPRESENTATION: The Firm's representation of the Client does not create an attorney-client relationship with any other related entities or persons, including but not limited to employees, officers, or directors, unless otherwise specifically agreed upon in writing. In consideration of the compensation agreed upon herein (e.g., Hourly Fee Agreement), the Firm will provide legal services to only the Client, which will consist of general municipal work as interim city attorney, including attendance at all City Council meetings and workshops, attend all meetings of the Planning and Zoning Commission and Board of Adjustment; prepare Ordinances and Resolutions; provide timely legal advice and assistance to City Council, boards and commissions, and City Staff, economic development, annexation, elections, land use planning, employment law, construction of public works, purchasing and procurement, inter local agreements, real estate matters, contracts, code enforcement issues, unemployment hearings and appeals, municipal court, municipal court appeals, open meetings law and public information act.

NO GUARANTEED OUTCOME: The Client understands that the Firm makes no representations guaranteeing any particular outcome in conjunction with this engagement.

HOURLY FEE ARRANGEMENT: The Client agrees to pay the reasonable and necessary fees and other charges billed by the Firm in connection with the Firm's engagement. The Firm's fees for services are based on actual time expended (at increments of one-tenth of an hour), computed at hourly rates, by those persons performing the legal services required. Set forth in the Schedule of Hourly Fees below are the attorneys and other legal professionals, and the discounted rates to be charged the Client for their services, who we anticipate may be asked to assist in this representation.

Hourly Rates (guaranteed for 5 years & due to expire on October 1, 2027)

Non-Litigation Matters

All Attorneys (\$225/hr.)

All Paralegals (\$105/hr.)

Litigation Matters*

All Attorneys (\$265/hr.)

T 281-657-2000

F 832-476-9554

www.jgradyrandlepc.com

All Paralegals (\$125.00)

*Litigation is defined as when the City is a party to a lawsuit.

In addition to its hourly fees, the Firm also will charge for certain other items and expenses. These charges may relate to, but are not limited to, such things as photocopy services, delivery and messenger services, postage charges, filing and recording fees, and any disbursements the Firm may make to other service providers, such as court reporters, expert witnesses, and investigators on the Client's behalf.

The Firm will bill the Client directly on a monthly basis. The invoices are to be paid upon receipt. The Client is to pay and be responsible for paying all costs, taxes and expenses related to the Firm's efforts on the Client's behalf. All amounts not paid within thirty (30) days of the date of the invoice may be charged interest on the unpaid amount. In the event amounts due are not paid within thirty (30) days of the date of the invoice, the Firm is under no contractual obligation to perform any further legal work on behalf of the Client.

IOLTA DISCLOSURE: You are hereby notified that all funds deposited in the Firm's trust account, including your funds, draw interest. That interest is paid by the depository to the Texas Equal Access to Justice Foundation ("Foundation") under orders of the Texas Supreme Court. This Firm receives none of the interest so earned and receives no benefit from the Foundation except those benefits that all Texas citizens receive as a result of the services rendered by the Foundation.

THIS IS AN ENFORCEABLE CONTRACT: The RANDLE LAW OFFICE LTD., L.L.P. does hereby specifically represent to the Client that this is a valid and enforceable express contract. This Agreement shall be construed under and in accordance with the laws of the state of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

ATTORNEY'S OBLIGATION TO THE COURT SYSTEM: Pursuant to Section 9.001 et seq. of the Texas Civil Practice & Remedies Code and Rule 13 of the Texas Rules of Civil Procedure, the signature of an attorney on any pleading or pleadings, motion or other paper means that to the best of the attorney's knowledge, information and belief, formed after reasonable inquiry, that such instrument is not groundless nor brought in bad faith, nor brought for the purpose of harassment. The rule further provides that an attorney or a party who brings a fictitious suit as an experiment to get an opinion of the court or files any fictitious pleading in a cause for such a purpose or makes statements in pleadings which they know to be groundless and false for the purpose of securing a delay of the trial of the cause shall be guilty of a contempt of the court. "Groundless" for the purpose of Rule 13 means that there is no basis in law or fact and not warranted by good faith argument for the extension, modification or reversal of existing law. Rule 11 of the Federal Rules of Civil Procedure is a similar rule.

In light of Section 9.001 et seq. of the Texas Civil Practice & Remedies Code, Rule 13 of the Texas Rules of Civil Procedure and Rule 11 of the Federal Rules of Civil Procedure, the Client agrees that the Firm will not advance any spurious claims of fact or law in the advancement of the claim covered by this employment agreement. In the event of a conflict between the Firm and Client as to whether a proposed course of action violates or purports to violate these three rules, or any of them, resolution of that conflict shall be solely vested in the Firm. If the Client persists, at any time, in advancing a spurious claim of fact, the Firm may treat this contract as breached, may withdraw from the employment, may withdraw from the litigation and shall be entitled to whatever rights that the Firm would otherwise have for breach of contract.

The State Bar Act, effective September 1, 1991, requires all attorneys practicing law in Texas to notify their clients of the existence of the grievance process. The State Bar of Texas investigates and prosecutes professional

misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free telephone call.

CLIENT'S AUTHORITY TO CONTRACT: The Client, by and through the duly authorized representative executing this Agreement, represents that it has full authority without encumbrance to execute this Agreement. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

TERMINATION: Either the Client or the Firm may terminate the Firm's representation of the Client in this matter at any time, with or without cause, by written notice. The Firm has the right for immediate reimbursement for any costs outstanding. Any monies on deposit or in trust held on behalf of the Client will be refunded to the Client upon the termination less any costs, invoices or unbilled time. If the Firm terminates the Firm's representation of the Client, the Client is entitled to any monies held on behalf of the Client to be refunded immediately less any outstanding costs, invoices, or unbilled time.

BINDING CONTRACT: This contract is binding on the parties hereto, their successors, executors, administrators and heirs and may not be altered or amended except in writing signed by all of the parties hereto.

SEVERABILITY: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

MEDIATION: All claims and disputes of any nature relating to or arising under this Agreement, any performance of duties relating to or arising under this Agreement, any negotiations prior to the Agreement, and any representations prior to or after the execution of this Agreement shall be subject to mediation in accordance with the applicable rules of the American Arbitration Association. This mediation agreement shall survive any execution of this Agreement, any merger or integration clause, and shall continue to inure to the benefit of both parties hereto for all purposes. The parties hereto stipulate and agree that this Agreement affects interstate commerce.

SIGNED the _____ day of _____, 2022.

RANDLE LAW OFFICE LTD., L.L.P.

By: _____
For the Firm

ACCEPTED AND AGREED this _____ day of _____, 2022.

CLIENT: THE CITY OF ANGLETON, TEXAS

By: _____
For the City of Angleton, Texas



AGENDA ITEM SUMMARY FORM

MEETING DATE: 06/14/2022

PREPARED BY: Tenecha Williams, Interim Finance Director

AGENDA CONTENT: Discussion and possible action on Ordinance No. 20220614-005 amending the fiscal year 2021-2022 budget to include the general fund, the street fund, the water fund, and miscellaneous minor funds; declaring a public necessity; providing a severability clause; providing an open meetings clause and an effective date.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The Mid-Year March, 2022 YTD Financial Review for FYE 2022 has identified budget amendments in Exhibit A that are necessary for all Funds. The General Fund had increases in Increases and decreases in Expenses resulting in a net amount of \$0. The Fund Balance will be used for \$179,234 to fund the Bates Pavilion. This request was approved last Fiscal Year, and moved from fund balance, but used in other overages of the general fund. The Bates Pavilion was expensed in December of 2021 and staff is requesting additional funds from the fund balance to cover the expense within the FY 21-22 budget. The Water Fund had increases and decreases in expenses resulting in a net amount of \$0. An additional \$70,000 is being requested to be approved and drawn from the Water Fund Balance to cover additional water taps that are being placed in the new subdivisions as well as replace for the water lines that contractors have damaged. There were numerous increases and decreases in the miscellaneous minor funds.

RECOMMENDATION:

Staff recommends council approve the Ordinance No. 20220614-005.

ORDINANCE NO. 20220614-006**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO INCLUDE THE GENERAL FUND, STREET FUND, WATER FUND AND MISCELLANEOUS MINOR FUNDS; DECLARING A PUBLIC NECESSITY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE.**

WHEREAS, the City of Angleton adopted the City Budget for fiscal year 2021-2022 at a regular meeting of the Council held in September of 2021; and

WHEREAS, the General Fund had increases to Revenues and Expenses in the amount of \$657,906 and

WHEREAS, the Water Fund had increases to Revenue and Expenses in the amount of \$98,000; and

WHEREAS, there were numerous of increases and decreases in miscellaneous minor funds from budgeted amounts; and

WHEREAS, these amendments to the 2021-2022 City Budget for fiscal year 2021-2022 are for municipal purposes; and

WHEREAS, the City Council has determined that passage of this amendment is in the best interest of the City of Angleton and its residents and is a public necessity to properly reflect changes in expenditures in the budget which could not have been included in the budget through the use of reasonable diligent thought or attention.

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

SECTION 1. The matter and facts recited in the preamble hereof are hereby found and determined to be true and correct and are made a part of this Ordinance for all purposes.

SECTION 2. The following amendments to the City Budget for fiscal year 2021-2022 as set forth in the attached Exhibit A are hereby incorporated herein by reference and made a part of this Ordinance for all purposes and are hereby approved in their entirety. The details of the amendments are more particularly described in the agenda action form.

SECTION 3. If any provision, section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion thereof, or provisions or regulations contained herein, shall become inoperative or fail by reason

of any unconstitutionality of any other portion thereof, and all provisions of this ordinance are declared severable for that purpose.

SECTION 4. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that a quorum of the City Council was present.

SECTION 5. The City Manager, or his designee, shall file a true and correct copy of this ordinance with all attachments with the County Clerk of Brazoria County, Texas

SECTION 6. This ordinance shall become effective June 14, 2022.

PASSED AND APPROVED THIS THE 14th DAY OF JUNE 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

EXHIBIT “A”

City of Angleton
FYE2022 Mid-Year Budget Adjustment

Account	Description	Original Budget	Requested Changes	Revised Budget
01-400-499	TRANSFER FROM GEN FUND BALANCE	-	(179,234.00)	\$ (179,234.00)
01-550-615	BATES PAVILION-BUDGETED LY	170,651.00	179,234.00	\$ 349,885.00
01-500-140	Health Insurance	\$ 27.00	\$ 14.00	\$ 41.00
01-500-415	Legal/Professional	\$ 63,589.00	\$ 388.00	\$ 63,977.00
01-500-417	Consultant Fee (Plan/Rev)	\$ 75,000.00	\$ (37,000.00)	\$ 38,000.00
01-500-419	Attorney Fees	\$ 215,000.00	\$ (18,000.00)	\$ 197,000.00
01-500-419.06	Open Records-Prof Fees	\$ -	\$ 14,922.00	\$ 14,922.00
01-500-419.09	Charter Review	\$ -	\$ 16,136.00	\$ 16,136.00
01-500-420	Dues/Subscriptions	\$ 10,000.00	\$ (5,708.00)	\$ 4,292.00
01-500-425	Travel/Training	\$ 7,500.00	\$ 105.00	\$ 7,605.00
01-500-511	Tuition Reimbursement	\$ -	\$ 2,000.00	\$ 2,000.00
01-500-599	Miscellaneous	\$ 3,000.00	\$ 1,143.00	\$ 4,143.00
01-502-115	Longevity	\$ 240.00	\$ (60.00)	\$ 180.00
01-502-126	Certification	900.00	381.00	1,281.00
01-502-203	Apparel	200.00	96.00	296.00
01-502-205	General Supplies	2,500.00	(836.00)	1,664.00
01-502-405	Phones	1,440.00	(381.00)	1,059.00
01-502-420	Dues/Subscriptions	800.00	60.00	860.00
01-502-425	Travel/Training	3,515.00	2,740.00	6,255.00
01-502-626	Small Equipment	1,000.00	(1,000.00)	-
01-502-630	Furniture/Fixtures	2,500.00	(1,000.00)	1,500.00
01-510-415	Legal/Professional	57,640.00	6,000.00	63,640.00
01-515-105	Salaries	234,365.00	(3,000.00)	231,365.00
01-515-110	Overtime	2,334.00	2,000.00	4,334.00
01-515-205	General Supplies	3,500.00	(500.00)	3,000.00
01-515-211	Postage	2,000.00	(1,000.00)	1,000.00
01-515-405	Phones	1,000.00	(500.00)	500.00
01-515-415	Legal/Professional	56,000.00	2,000.00	58,000.00
01-515-420	Dues/Subscriptions	2,500.00	(1,000.00)	1,500.00
01-515-425	Travel/Training	5,000.00	(500.00)	4,500.00
01-515-455	Contract Labor	5,000.00	4,500.00	9,500.00
01-515-625	Equipment CE	2,000.00	(2,000.00)	-
01-525-105	Salaries	3,166,366.00	(202,390.00)	2,963,976.00
01-525-110	Overtime	99,497.00	50,000.00	149,497.00
01-525-112	Overtime Dispatchers	50,925.00	10,000.00	60,925.00
01-525-115	Longevity	14,940.00	540.00	15,480.00
01-525-125	Auto Allowance	6,000.00	(6,000.00)	-
01-525-126	Certification	77,102.00	40,000.00	117,102.00
01-525-145	Workers Comp	37,340.00	11,000.00	48,340.00
01-525-203	Apparel	76,140.00	12,000.00	88,140.00
01-525-205	General Supplies	28,250.00	(13,000.00)	15,250.00
01-525-210	Office Supplies	15,000.00	15,000.00	30,000.00
01-525-215	Vehicle Supplies	25,000.00	(15,000.00)	10,000.00
01-525-216	Fuel Expense	88,000.00	9,000.00	97,000.00
01-525-220	Equipment Supplies	17,156.00	(9,000.00)	8,156.00
01-525-305	R&M Vehicles	65,100.00	13,000.00	78,100.00
01-525-320	R&M building	75,150.00	57,000.00	132,150.00

**City of Angleton
FYE2022 Mid-Year Budget Adjustment**

Account	Description	Original Budget	Requested Changes	Revised Budget
01-525-425	Travel/Training	31,990.00	4,400.00	36,390.00
01-525-460	Other Services	8,400.00	(2,400.00)	6,000.00
01-525-476	Credit Card Fees	3,000.00	(2,000.00)	1,000.00
01-525-507	Building Insurance	35,188.00	17,000.00	52,188.00
01-526-110	Overtime	1,429.00	13,000.00	14,429.00
01-526-115	Longevity	120.00	120.00	240.00
01-526-145	Workers Comp	3,442.00	105.00	3,547.00
01-526-310	R&M Equipment	7,202.00	(4,000.00)	3,202.00
01-526-320	R&M building	20,000.00	(9,000.00)	11,000.00
01-526-410	Utilities	11,550.00	(225.00)	11,325.00
01-530-320	R & M Building	61,000.00	(10,000.00)	51,000.00
01-530-415	Fuel Expense	18,000.00	10,000.00	28,000.00
01-535-205	General Supplies	7,000.00	(250.00)	6,750.00
01-535-625	Equipment CE	1,800.00	26,000.00	27,800.00
01-550-315	R&M Infrastructure	25,000.00	4,459.00	29,459.00
01-550-625	Equipment CE	18,000.00	(4,459.00)	13,541.00
01-555-105	Salaries	214,414.00	(50,900.00)	163,514.00
01-555-110	Overtime	11,381.00	(4,600.00)	6,781.00
01-555-143	Phone Allowance	2,160.00	(2,100.00)	60.00
01-555-421	IT - Voice & Data Backup	9,000.00	(303.00)	8,697.00
01-555-425	Travel/Training	2,000.00	3,850.00	5,850.00
01-555-446	Advertising	100.00	303.00	403.00
01-555-455	Contract Labor	2,000.00	57,500.00	59,500.00
01-555-476	Maint Agreement Phone	8,500.00	(2,000.00)	6,500.00
01-555-610	Computer Software	-	1,250.00	1,250.00
01-555-625	Equipment CE	30,866.00	2,100.00	32,966.00
01-557-115	Longevity	100.00	60.00	160.00
01-557-406	Professional Printing	5,000.00	(1,060.00)	3,940.00
01-557-425	Travel/Training	2,000.00	1,000.00	3,000.00
01-558-203	Apparel	5,000.00	6,500.00	11,500.00
01-558-213	Sign Material	17,000.00	7,000.00	24,000.00
01-558-305	R&M Vehicles	3,000.00	5,000.00	8,000.00
01-558-310	R&M Equipment	50,000.00	(5,000.00)	45,000.00
01-558-315	R&M Infrastructure	25,000.00	40,000.00	65,000.00
01-558-320	R&M Building	65,000.00	(53,500.00)	11,500.00
01-563-310	R&M Equipment	5,500.00	11,000.00	16,500.00
01-563-625	Equipment CE	11,000.00	(11,000.00)	-
General Fund Total:			-	
03-400-999	TRANSFER FROM WATER FUND BALANCE	-	(70,000.00)	(70,000.00)
03-565-315	R&M INFRASTRUCTURE-WATER LINES	120,000.00	70,000.00	190,000.00
03-565-110	Overtime	25,189.00	18,000.00	43,189.00
03-570-105	Salaries	421,291.00	(9,000.00)	412,291.00
03-570-110	Overtime	37,572.00	(18,000.00)	19,572.00
03-570-305	R&M Vehicles	3,000.00	9,000.00	12,000.00
03-571-221	Small Equipment	1,000.00	(1,000.00)	-
03-571-224	Lab Supplies	2,200.00	1,000.00	3,200.00
Water Fund Total:			-	

City of Angleton
FYE2022 Mid-Year Budget Adjustment

Account	Description	Original Budget	Requested Changes	Revised Budget
11-557-463	Market Days Expense	10,000.00	(2,050.00)	7,950.00
11-557-464	Heart of Christmas	20,000.00	2,050.00	22,050.00
Community Events Ttl:			-	
13-500-205	General Supplies	1,500.00	100.00	1,600.00
13-500-406	Clean Up Costs	10,375.00	(1,756.00)	8,619.00
13-500-425	Travel/Training	6,500.00	1,656.00	8,156.00
Keep Angleton Beautiful (KAB) Fund Total:			-	
60-506-105	Salaries	353,391.00	(2,210.00)	351,181.00
60-506-126	Certification	8,100.00	(3,000.00)	5,100.00
60-506-315	Pool Maintenance	28,737.00	(6,650.00)	22,087.00
60-506-317	Vehicle Repairs	100.00	1,287.00	1,387.00
60-506-413	Youth Camps	8,100.00	(1,287.00)	6,813.00
60-506-414	Community Events	2,700.00	(500.00)	2,200.00
60-506-416	Health & Wellness	2,812.00	(1,000.00)	1,812.00
60-506-420	Dues/Subscriptions	4,285.00	150.00	4,435.00
60-506-425	Travel/Training	8,862.00	2,500.00	11,362.00
60-506-456	Contract Labor- Instructors	-	2,210.00	2,210.00
60-506-458	Contract Labor-Misc	4,968.00	2,000.00	6,968.00
60-506-476	Credit Card Fees	5,000.00	3,500.00	8,500.00
60-506-477	Scholarship Fund	3,000.00	(2,000.00)	1,000.00
60-506-511	Tuition Reimbursement	2,000.00	4,000.00	6,000.00
60-506-525	Rec Center Refunds	1,000.00	1,000.00	2,000.00
Rec Center Total:			-	
Total \$		6,414,340.00	\$ -	\$ 6,414,340.00

Explanation:

Cumulative effect of various departments adjustments. No increase to the budget as a whole.
 Finance and Department Directors in attendance and available for explanations as necessary.

Item 6.

01 -GENERAL FUND

				50.00% OF YEAR COMPLETED		

				(----- 2021-2022 -----)		
REVENUES	2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<hr/>						
<u>AD VALOREM TAXES</u>						
01-300-100 PROPERTY TAX - CURRENT	6,379,955.67	6,689,378.00	6,228,108.16	93.10	_____	_____
01-300-110 PROPERTY TAX - DELINQUENT	138,846.78	226,101.00	27,423.66	12.13	_____	_____
01-300-120 PROPERTY TAX - RENDITION	5,471.60	3,000.00	4,110.72	137.02	_____	_____
TOTAL AD VALOREM TAXES	6,524,274.05	6,918,479.00	6,259,642.54	90.48	_____	_____
 <u>OTHER TAXES</u>						
01-300-200 FRANCHISE FEES	533,277.10	675,000.00	286,919.27	42.51	_____	_____
01-300-205 INDUSTRIAL AGREEMENT	104,169.76	104,170.00	42,979.80	41.26	_____	_____
TOTAL OTHER TAXES	637,446.86	779,170.00	329,899.07	42.34	_____	_____
 <u>UTILITIES INCOME</u>						
01-300-306 SALES TAX	3,416,638.51	3,881,860.00	1,187,675.73	30.60	_____	_____
TOTAL UTILITIES INCOME	3,416,638.51	3,881,860.00	1,187,675.73	30.60	_____	_____
 <u>FINES & PENALTIES</u>						
01-300-400 PROPERTY TAX - PENALTIES	66,530.38	75,000.00	44,726.29	59.64	_____	_____
01-300-405 COURT FINES	402,827.45	600,000.00	267,929.63	44.65	_____	_____
01-300-406 COURT COLLECTION AGENCY FEES	55,400.26	63,000.00	18,782.75	29.81	_____	_____
01-300-407 COURT WEB PAY USER FEE	7,651.91	9,100.00	974.00	10.70	_____	_____
01-300-408 LOCAL TRUANCY PREVENTION FUND	7,894.34	8,000.00	4,682.40	58.53	_____	_____
01-300-409 COURT JUDICIAL EFFICIENCY	1,105.71	2,400.00	200.54	8.36	_____	_____
01-300-410 LOCAL MUNI JURY FUND	157.84	179.00	93.54	52.26	_____	_____
TOTAL FINES & PENALTIES	541,567.89	757,679.00	337,389.15	44.53	_____	_____
 <u>LICENSES & PERMITS</u>						
01-300-500 BUILDING PERMITS	434,222.07	630,000.00	248,279.02	39.41	_____	_____
01-300-500.COUNTY BUILDING PERMITS	0.00	0.00	167,600.00	0.00	_____	_____
01-300-500.CTY COURTHOUSE ENGINEERING	0.00	0.00	230,900.00	0.00	_____	_____
01-300-501 FOOD INSPECTIONS PERMITS	33,287.50	35,000.00	20,088.50	57.40	_____	_____
01-300-502 HEALTH-FOOD RE-INSPECTIONS	0.00	0.00	300.00	0.00	_____	_____
01-300-503 KNOX BOX REVENUE	0.00	0.00	0.00	0.00	_____	_____
01-300-504 FOOD-SERVICE HANDLER TRAINING	494.00	0.00	25.00	0.00	_____	_____
01-300-505 CONSULTANT REVENUE	184,611.92	240,000.00	41,047.03	17.10	_____	_____
01-300-508 RESTITUTION	0.00	0.00	0.00	0.00	_____	_____
01-300-509 FALSE ALARMS COLLECTION FEE	50.00	0.00	0.00	0.00	_____	_____
01-300-510 TRAILER PARK PERMIT FEES	6,210.00	6,000.00	6,210.00	103.50	_____	_____
01-300-511 BURGLAR ALARM PERMITS	6,175.00	5,000.00	1,075.01	21.50	_____	_____
01-300-512 ZONING/VARIANCE/PLATING FEES	950.00	5,000.00	0.00	0.00	_____	_____
01-300-513 PEDDLER PERMITS	145.00	0.00	100.00	0.00	_____	_____
01-300-514 WRECKER FEES	0.00	0.00	0.00	0.00	_____	_____
01-300-515 ANIMAL CONTROL	13,324.00	20,000.00	5,385.00	26.93	_____	_____
01-300-516 RESEARCH DOCUMENT FEES	0.00	0.00	0.00	0.00	_____	_____
01-300-517 ANIMAL SERVICES	220.00	0.00	0.00	0.00	_____	_____
01-300-519 MIXED BEVERAGE TAX	60,785.96	54,330.00	17,975.82	33.09	_____	_____
01-300-520 ALCOHOL LICENSES	5,360.00	5,000.00	9,930.00	198.60	_____	_____
01-300-523 PEDDLER BADGES	270.00	0.00	30.00	0.00	_____	_____

Item 6.

01 -GENERAL FUND

					50.00% OF YEAR COMPLETED	
(------ 2021-2022 -----)						
REVENUES	2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
01-300-526 BCCA	0.00	0.00	1,000.00	0.00		
01-300-530 FM/PERMITS	275.00	500.00	775.00	155.00		
01-300-535 8-LINER REVENUE	6,000.00	0.00	0.00	0.00		
TOTAL LICENSES & PERMITS	752,380.45	1,000,830.00	750,720.38	75.01		
GARBAGE						
01-300-600 SOLID WASTE INCOME	2,149,868.89	2,164,089.00	1,005,501.08	46.46		
TOTAL GARBAGE	2,149,868.89	2,164,089.00	1,005,501.08	46.46		
PARKS & RECREATION						
01-300-700 REGISTRATION FEES	0.00	500.00	0.00	0.00		
01-300-710 RENTAL FEES	4,580.00	6,000.00	4,120.00	68.67		
01-300-719 LEASE PURCHASE LOAN-REV CAP-TR	0.00	330,784.00	0.00	0.00		
01-300-725 LEASE PURCHASE LOAN REVENUE	0.00	0.00	0.00	0.00		
TOTAL PARKS & RECREATION	4,580.00	337,284.00	4,120.00	1.22		
MISCELLANEOUS						
01-300-800 INTEREST INCOME	9,507.39	5,000.00	3,563.74	71.27		
01-300-802 FEMA REIMBURSEMENTS-HARVEY	0.00	0.00	0.00	0.00		
01-300-815 SPECIAL ASSESSMENTS	10,664.53	10,000.00	13,411.79	134.12		
01-300-816 SPECIAL ASSESSMENT-COLLECTION	0.00	0.00	0.00	0.00		
01-300-820 CASH OVER/SHORT	(43.99)	0.00	19.10	0.00		
01-300-825 POLICE REIMB-BULLET PROOF VEST	0.00	0.00	0.00	0.00		
01-300-830 CIVIL DEFENSE	8,018.31	0.00	1,772.92	0.00		
01-300-833 JAIL PHONES	0.00	0.00	0.00	0.00		
01-300-845 SALE OF GARBAGE BAGS	0.00	0.00	0.00	0.00		
01-300-850 STATE FUNDS FOR POL TRAINING	2,810.11	2,810.00	2,480.82	88.29		
01-300-851 STATE FUND FOR FIRE MARSHALL	0.00	0.00	0.00	0.00		
01-300-856 COVID-19 REVENUE	0.00	0.00	0.00	0.00		
01-300-857 INTERLOCAL AGREEMEN GCC	38,219.66	0.00	0.00	0.00		
01-300-861 POLICE GUN DEDUCTION	10,854.50	45,000.00	5,318.76	11.82		
01-300-863 PD Training Registration	1,350.00	0.00	0.00	0.00		
01-300-883 TRANSFER FROM RECYCLING	0.00	0.00	0.00	0.00		
01-300-890 SALE OF FIXED ASSETS	36,057.49	80,000.00	101,165.09	126.46		
01-300-895 SALE OF EQUIPMENT	0.00	0.00	0.00	0.00		
01-300-896 ANIMAL CENTRAL LOCAL AGREEEMEN	15,000.00	0.00	15,000.00	0.00		
01-300-897 RANCHO ISABE/FREEDOM PK POND	0.00	0.00	0.00	0.00		
01-300-898 MIS.DOC REQUEST	0.00	0.00	0.00	0.00		
01-300-899 MISCELLANEOUS	45,071.69	20,000.00	47,599.46	238.00		
TOTAL MISCELLANEOUS	177,509.69	162,810.00	190,331.68	116.90		
TRANSFERS						
01-300-901 TRANSFER FROM FUND BALANCE	178,683.00	0.00	0.00	0.00		
01-300-902 TRANSFER FROM STREET FUND	0.00	0.00	0.00	0.00		
01-300-903 TRANSFER FROM WATER FUND	0.00	852,078.00	426,039.00	50.00		
01-300-908 TRANSFER FROM FUND 08	5,000.00	7,500.00	3,750.00	50.00		
01-300-910 TRANSF FROM DRUG CONFISCA	0.00	0.00	0.00	0.00		
01-300-911 TRANSFER FROM COMMUNITY EVENTS	0.00	0.00	0.00	0.00		

Item 6.

01 -GENERAL FUND

				50.00% OF YEAR COMPLETED		
				(----- 2021-2022 -----)		
REVENUES	2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
01-300-912 TRANSFER FROM FUND 12	2,000.00	3,000.00	1,500.00	50.00		
01-300-914 TRANSF-FROM CAP LEASE PURCHASE	0.00	0.00	0.00	0.00		
01-300-922 TRANSFER TFROM ST FOR ADMIN	0.00	0.00	0.00	0.00		
01-300-923 TRANS FROM WATER FOR ADMIN EX	0.00	0.00	0.00	0.00		
01-300-924 TRANS FROM HOTEL FOR ADMIN	30,662.00	25,000.00	11,276.46	45.11		
01-300-925 TRANSFER FROM GULF COAST CTR	0.00	0.00	134,947.50	0.00		
01-300-940 TRANSFER FROM ABLC	378,414.00	338,300.00	169,149.78	50.00		
01-300-983 TRANSFER FROM RECY CENTER	0.00	0.00	0.00	0.00		
TOTAL TRANSFERS	594,759.00	1,225,878.00	746,662.74	60.91		
TOTAL ????	14,799,025.34	17,228,079.00	10,811,942.37	62.76		
	=====	=====	=====	=====	=====	=====

Item 6.

01 -GENERAL FUND
00-ADMINISTRATION

0 - ADMINISTRATION		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>PERSONNEL SERVICES</u>							
01-500-105	ADMIN - SALARIES	200,546.50	134,653.00	92,660.10	68.81		
01-500-110	ADMIN - OVERTIME	0.00	0.00	0.00	0.00		
01-500-115	ADMIN - LONGEVITY	0.00	60.00	60.00	100.00		
01-500-125	ADMIN - AUTO ALLOWANCE	10,176.84	7,200.00	3,599.96	50.00		
01-500-126	ADMIN - CERTIFICATION	0.00	0.00	0.00	0.00		
01-500-128	ADMIN - SPECIAL JOB PAY	0.00	0.00	0.00	0.00		
01-500-135	ADMIN - FICA	13,321.43	10,857.00	7,351.76	67.71		
01-500-140	ADMIN - HEALTH INS	8,522.32	27.00	32.34	119.78		
01-500-141	ADMIN - INS SUBSIDY	(76.70)	0.00	0.00	0.00		
01-500-143	ADMIN - MERIT PAY	60.00	0.00	0.00	0.00		
01-500-145	ADMIN - WORKERS COMP	0.00	425.00	343.00	80.71		
01-500-150	ADMIN - UNEMPLOYMENT	0.00	0.00	0.00	0.00		
01-500-155	ADMIN - RETIREMENT	18,690.44	17,001.00	11,186.44	65.80		
01-500-165	ADMIN - MEDICAL EXPENSE	0.00	0.00	0.00	0.00		
01-500-185	ADMIN - PAYROLL ACCRUAL	(1,601.75)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		249,639.08	170,223.00	115,233.60	67.70		
<u>SUPPLIES</u>							
01-500-203	ADMIN - APPAREL	598.85	1,000.00	910.03	91.00		
01-500-205	ADMIN - GENERAL SUPPLIES	1,813.47	7,100.00	2,247.72	31.66		
01-500-210	ADMIN - OFFICE SUPPLIES	0.00	0.00	0.00	0.00		
01-500-215	ADMIN - VEHICLE SUPPLIES	0.00	0.00	0.00	0.00		
TOTAL SUPPLIES		2,412.32	8,100.00	3,157.75	38.98		
<u>REPAIR & MAINTENANCE</u>							
01-500-305	ADMIN - R&M VEHICLE	0.00	500.00	0.00	0.00		
TOTAL REPAIR & MAINTENANCE		0.00	500.00	0.00	0.00		
<u>SERVICES</u>							
01-500-405	ADMIN - PHONES	1,072.21	1,300.00	429.00	33.00		
01-500-415	ADMIN - LEGAL/PROFESSIONAL	232,377.18	63,589.00	44,708.86	70.31		
01-500-415.14	ANDERSON PLACE	0.00	0.00	0.00	0.00		
01-500-416	ADMIN - MANUALS	0.00	0.00	0.00	0.00		
01-500-417	ADMIN - CONSULT FEE (PLAN/REV)	33,538.65	75,000.00	14,718.99	19.63		
01-500-417.01	KIBER TRACT	0.00	0.00	0.00	0.00		
01-500-417.02	RANCHO ISABELLA MUD	0.00	0.00	0.00	0.00		
01-500-417.03	ENGINEERING CR 220	0.00	0.00	0.00	0.00		
01-500-417.04	GREATER HEIGHTS BAPT CHURCH	0.00	0.00	0.00	0.00		
01-500-417.05	BATTERY PARK	0.00	0.00	0.00	0.00		
01-500-418	ADMIN - INTERIM CITY SECRETARY	0.00	0.00	0.00	0.00		
01-500-419	ADMIN - ATTORNEY FEES	26,565.75	215,000.00	92,937.22	43.23		
01-500-419.01	BROWNSTONE APARTS PRO FEE	665.69	0.00	0.00	0.00		
01-500-419.02	GREENTRAILS- PRO FEES	1,228.50	0.00	0.00	0.00		
01-500-419.03	RIVERWOOD RANCH-PRO FES	2,332.95	0.00	0.00	0.00		
01-500-419.04	WOODLANDS OF ANG- PRO FES	10,752.23	0.00	0.00	0.00		

01 -GENERAL FUND
00-ADMINISTRATION

		50.00% OF YEAR COMPLETED				
		(----- 2021-2022 -----)				
EXPENDITURES	2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
01-500-419.05 GREYSTONE DEV-PROF FEES	3,867.81	0.00	0.00	0.00		
01-500-419.06 OPEN RECORDS-PROF FEES	16,418.12	0.00	14,922.16	0.00		
01-500-419.07 GENERAL-PROF FEES	0.00	0.00	0.00	0.00		
01-500-419.08 HENDERSON RD APTS	0.00	0.00	0.00	0.00		
01-500-419.09 CHARTER REVIEW	244,875.47	0.00	14,615.47	0.00		
01-500-419.10 WINDROSE GREEN SUB	(4,771.27)	0.00	0.00	0.00		
01-500-419.11 ANGLETON SOUTH EST	0.00	0.00	0.00	0.00		
01-500-419.13 KIBER RESERVE	15,179.50	0.00	0.00	0.00		
01-500-419.14 HERITAGE OAKS, SEC 7	1,394.64	0.00	0.00	0.00		
01-500-419.15 AISD TRANSPORTATION CENTER	637.86	0.00	0.00	0.00		
01-500-419.16 UTMB SAME DAY CARE FACILITY	0.00	0.00	0.00	0.00		
01-500-419.17 RIVERWOOD RANCH	12,519.00	0.00	0.00	0.00		
01-500-419.18 HENDERSON RD CULVERTS	0.00	0.00	0.00	0.00		
01-500-419.19 GIFFORD MEADOWS	2,369.50	0.00	0.00	0.00		
01-500-419.20 TIGNER ANNEXATION	1,248.00	0.00	0.00	0.00		
01-500-419.21 AUSTIN COLONY LEGAL FEES	4,709.50	0.00	0.00	0.00		
01-500-419.22 HERITAGE OAKS	2,187.50	0.00	0.00	0.00		
01-500-419.23 BAYOU BEND	290.50	0.00	0.00	0.00		
01-500-420 ADMIN - DUES/SUBSCRIPTIONS	11,278.02	10,000.00	2,218.65	22.19		
01-500-421 ADMIN-RENT	268.59	1,000.00	0.00	0.00		
01-500-422 ADMIN - CTY CONNECT	6,529.00	0.00	0.00	0.00		
01-500-425 ADMIN - TRAVEL/TRAINING	6,075.99	7,500.00	4,663.69	62.18		
01-500-430 ADMIN - ELECTION EXPENSE	0.00	0.00	0.00	0.00		
01-500-431 ADMIN - MOVING EXPENSE	0.00	0.00	0.00	0.00		
01-500-432 ADMIN - ANNEXATION	0.00	0.00	0.00	0.00		
01-500-445 ADMIN - SPECIAL SERVICES	18,302.36	0.00	0.00	0.00		
01-500-446 ADMIN - LIBRARY CONTRIBUTION	32,500.00	0.00	0.00	0.00		
01-500-447 ADMIN - EMS CONTRIBUTION (GAS)	78,000.00	0.00	0.00	0.00		
01-500-455 ADMIN - CONTRACT LABOR	26,961.42	39,000.00	21,960.00	56.31		
01-500-459 ADMIN - REGIONAL TRANSPORT	41,080.00	0.00	0.00	0.00		
TOTAL SERVICES	830,454.67	412,389.00	211,174.04	51.21		
MISCELLANEOUS						
01-500-503 ADMIN - SURETY/NOTARY FEE	350.00	0.00	0.00	0.00		
01-500-509 ADMIN - AISD AGREEMENT	0.00	0.00	0.00	0.00		
01-500-510 ADMIN - EMP APPRECIATION	0.00	0.00	0.00	0.00		
01-500-511 ADMIN - TUITION REIMBURSE	0.00	0.00	0.00	0.00		
01-500-513 ADMIN - PEDDLER PERMIT SUPPLY	205.78	0.00	0.00	0.00		
01-500-520 ADMIN - CONTINGENCY	0.00	0.00	0.00	0.00		
01-500-540 ADMIN - BOARDS/COMMISSIONS	0.00	0.00	0.00	0.00		
01-500-555 ADMIN - BUSINESS EXPENSE	0.00	0.00	0.00	0.00		
01-500-599 ADMIN - MISCELLANEOUS	1,318.92	3,000.00	2,983.44	99.45		
TOTAL MISCELLANEOUS	1,874.70	3,000.00	2,983.44	99.45		

CITY OF ANGLETON
DEPARTMENT MID-YEAR BUDGET REPORT
AS OF: MARCH 31ST, 2022

Item 6.

01 -GENERAL FUND
00-ADMINISTRATION

		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<hr/>							
OTHER							
01-500-701	TRANSFER TO FUND BALANCE	0.00	0.00	0.00	0.00		
01-500-708	CITY'S MATCH TO WINTER STORM	108,153.98	0.00	0.00	0.00		
01-500-711	TRANSFER TO COMMUNITY EVENTS	36,537.00	0.00	0.00	0.00		
01-500-718	TRANSFER TO GENERATOR GRANT	29,426.63	0.00	0.00	0.00		
01-500-741	TRANSFER TO FUND 41 UNEMPLOY	0.00	0.00	0.00	0.00		
01-500-797	TRANSFER TO FUND 97	16.99	0.00	0.00	0.00		
TOTAL OTHER		174,134.60	0.00	0.00	0.00		
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TOTAL 00-ADMINISTRATION		1,258,515.37	594,212.00	332,548.83	55.96		

Item 6.

01 -GENERAL FUND
01-COUNCIL

01-COUNCIL		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>SUPPLIES</u>							
01-501-203	COUNCIL - APPAREL	600.00	600.00	511.83	85.31		
01-501-205	COUNCIL - GENERAL SUPPLIES	7,016.29	7,500.00	3,549.04	47.32		
TOTAL SUPPLIES		7,616.29	8,100.00	4,060.87	50.13		
<u>SERVICES</u>							
01-501-420	COUNCIL - DUES/SUBSCRIPTIONS	50.00	1,000.00	0.00	0.00		
01-501-425	COUNCIL - TRAVEL/TRAINING	3,786.80	8,000.00	4,070.46	50.88		
01-501-455	COUNCIL - OTHER SERVICES	257.00	2,500.00	499.98	20.00		
01-501-460	COUNCIL - SERVICES	7,800.00	7,800.00	3,900.00	50.00		
TOTAL SERVICES		11,893.80	19,300.00	8,470.44	43.89		
<u>MISCELLANEOUS</u>							
01-501-599	COUNCIL - MISCELLANEOUS	0.00	0.00	0.00	0.00		
TOTAL MISCELLANEOUS		0.00	0.00	0.00	0.00		
TOTAL 01-COUNCIL		19,510.09	27,400.00	12,531.31	45.73		

Item 6.

01 -GENERAL FUND
02-HR DEPARTMENT

02-HR DEPARTMENT		(----- 2021-2022 -----)				50.00% OF YEAR COMPLETED	
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>PERSONNEL SERVICES</u>							
01-502-105	HUM RES - SALARIES	148,723.10	151,611.00	74,901.65	49.40		
01-502-110	HUM RES - OVERTIME	1,832.47	1,200.00	546.28	45.52		
01-502-115	HUM RES - LONGEVITY	120.00	240.00	180.00	75.00		
01-502-125	HR- AUTO ALLOWANCE	0.00	0.00	0.00	0.00		
01-502-126	HUM RES - CERTIFICATION	558.42	900.00	887.09	98.57		
01-502-128	HUM RES - SPECIAL JOB PAY	0.00	0.00	0.00	0.00		
01-502-135	HUM RES - FICA	11,786.44	11,777.00	5,663.67	48.09		
01-502-140	HUM RES - HEALTH INS	23,202.99	26,689.00	11,823.20	44.30		
01-502-141	HUM RES - INS SUBSIDY	0.00	0.00	0.00	0.00		
01-502-143	HR- PHONE ALLOWANCE	480.00	0.00	0.00	0.00		
01-502-145	HUM RES - WORKERS COMP	140.51	330.00	266.00	80.61		
01-502-150	HUM RES - UNEMPLOYMENT	0.00	0.00	0.00	0.00		
01-502-155	HUM RES - RETIREMENT	19,449.05	18,444.00	9,231.69	50.05		
01-502-165	HUM RES - MEDICAL EXPENSE	55.00	55.00	0.00	0.00		
01-502-185	HUM RES - PAYROLL ACCRUAL	(1,235.98)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		205,112.00	211,246.00	103,499.58	48.99		
<u>SUPPLIES</u>							
01-502-203	HUM RES - APPAREL	0.00	200.00	295.11	147.56		
01-502-205	HUM RES - GENERAL SUPPLIES	2,466.92	2,500.00	1,005.50	40.22		
01-502-211	HUM RES - POSTAGE	396.04	800.00	42.93	5.37		
TOTAL SUPPLIES		2,862.96	3,500.00	1,343.54	38.39		
<u>SERVICES</u>							
01-502-405	HUM RES - PHONES	240.00	1,440.00	503.71	34.98		
01-502-417	HUN RES PROFESSIONAL SERVICES	48,498.73	88,550.00	42,124.33	47.57		
01-502-420	HUM RES - DUES/SUBSCRIPTIONS	1,413.20	800.00	729.00	91.13		
01-502-425	HUM RES - TRAVEL/TRAINING	6,492.05	3,515.00	4,036.89	114.85		
01-502-455	HUM RES - CONTRACT LABOR	0.00	0.00	0.00	0.00		
TOTAL SERVICES		56,643.98	94,305.00	47,393.93	50.26		
<u>MISCELLANEOUS</u>							
01-502-503	HUM RES - SURETY/NOTARY FEE	0.00	0.00	0.00	0.00		
01-502-510	HUM RES - EMP APPRECIATION	2,302.88	25,500.00	16,147.10	63.32		
TOTAL MISCELLANEOUS		2,302.88	25,500.00	16,147.10	63.32		
<u>CAPITAL EXPENDITURES</u>							
01-502-626	HUM RES - SMALL EQUIPMENT CE	849.00	1,000.00	0.00	0.00		
01-502-630	HUM RES - FURNITURE/FIXTURES	241.98	2,500.00	839.97	33.60		
TOTAL CAPITAL EXPENDITURES		1,090.98	3,500.00	839.97	24.00		
TOTAL 02-HR DEPARTMENT		268,012.80	338,051.00	169,224.12	50.06		

Item 6.

01 -GENERAL FUND
05-ATTORNEY

05-ATTORNEY		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>PERSONNEL SERVICES</u>							
01-505-105	ATTORNEY - SALARIES	0.00	0.00	0.00	0.00		
01-505-115	ATTORNEY - LONGEVITY	0.00	0.00	0.00	0.00		
01-505-125	ATTORNEY - AUTO ALLOWANCE	0.00	0.00	0.00	0.00		
01-505-135	ATTORNEY - FICA	0.00	0.00	0.00	0.00		
01-505-140	ATTORNEY - HEALTH INS	0.00	0.00	0.00	0.00		
01-505-145	ATTORNEY - WORKERS COMP	0.00	0.00	0.00	0.00		
01-505-155	ATTORNEY - RETIREMENT	0.00	0.00	0.00	0.00		
01-505-185	ATTORNEY - PAYROLL ACCRUAL	0.00	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		0.00	0.00	0.00	0.00		
<u>SUPPLIES</u>							
01-505-205	ATTORNEY - GENERAL SUPPLIES	0.00	0.00	0.00	0.00		
TOTAL SUPPLIES		0.00	0.00	0.00	0.00		
<u>SERVICES</u>							
01-505-415	ATTORNEY - LEGAL/PROFESSIONAL	0.00	0.00	0.00	0.00		
01-505-416	ATTORNEY - MANUALS	0.00	0.00	0.00	0.00		
01-505-417	ATTORNEY - INTERIM ATTORNEY	0.00	0.00	0.00	0.00		
01-505-420	ATTORNEY - DUES/SUBSCRIPTIONS	0.00	0.00	0.00	0.00		
01-505-425	ATTORNEY - TRAVEL/TRAINING	0.00	0.00	0.00	0.00		
TOTAL SERVICES		0.00	0.00	0.00	0.00		
<u>MISCELLANEOUS</u>							
01-505-510	ATTORNEY - EMP APPRECIATION	0.00	0.00	0.00	0.00		
TOTAL MISCELLANEOUS		0.00	0.00	0.00	0.00		
<u>OTHER</u>							
01-505-741	ATTORNEY - TRANSFER TO UNEMP	0.00	0.00	0.00	0.00		
TOTAL OTHER		0.00	0.00	0.00	0.00		
TOTAL 05-ATTORNEY		0.00	0.00	0.00	0.00		

Item 6.

01 -GENERAL FUND
06-MAINTENANCE DEPT.

06-MAINTENANCE DEPT.		(----- 2021-2022 -----)					50.00% OF YEAR COMPLETED	
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED	
<u>PERSONNEL SERVICES</u>								
01-506-105	MAINT - SALARIES	771.03	0.00	0.00	0.00			
01-506-110	MAINT - OVERTIME	12.24	0.00	0.00	0.00			
01-506-115	MAINT - LONGEVITY	240.00	0.00	0.00	0.00			
01-506-126	MAINT - CERTIFICATION	0.00	0.00	0.00	0.00			
01-506-128	MAINT - SPECIAL JOB PAY	0.00	0.00	0.00	0.00			
01-506-135	MAINT - FICA	194.83	0.00	0.00	0.00			
01-506-140	MAINT - HEALTH INS	966.92	0.00	0.00	0.00			
01-506-141	MAINT - INS SUBSIDY	0.00	0.00	0.00	0.00			
01-506-145	MAINT - WORKERS COMP	0.00	0.00	0.00	0.00			
01-506-150	MAINT - UNEMPLOYMENT	0.00	0.00	0.00	0.00			
01-506-155	MAINT - RETIREMENT	346.68	0.00	0.00	0.00			
01-506-165	MAINT - MEDICAL EXPENSE	0.00	0.00	0.00	0.00			
01-506-185	MAINT - PAYROLL ACCRUAL	(346.20)	0.00	0.00	0.00			
TOTAL PERSONNEL SERVICES		2,185.50	0.00	0.00	0.00			
<u>SUPPLIES</u>								
01-506-205	MAINT - GENERAL SUPPLIES	4,976.75	0.00	0.00	0.00			
01-506-220	MAINT - EQUIPMENT SUPPLIES	4,187.28	0.00	0.00	0.00			
TOTAL SUPPLIES		9,164.03	0.00	0.00	0.00			
<u>REPAIR & MAINTENANCE</u>								
01-506-320	MAINT - R&M BUILDING	16,692.66	0.00	0.00	0.00			
TOTAL REPAIR & MAINTENANCE		16,692.66	0.00	0.00	0.00			
<u>SERVICES</u>								
01-506-405	MAINT - PHONES	60.00	0.00	0.00	0.00			
01-506-410	MAINT - UTILITIES	28,880.47	0.00	0.00	0.00			
01-506-455	MAINT - CONTRACT LABOR	7,464.22	0.00	0.00	0.00			
TOTAL SERVICES		36,404.69	0.00	0.00	0.00			
<u>MISCELLANEOUS</u>								
01-506-505	MAINT - INSURANCE	33,029.84	0.00	0.00	0.00			
01-506-506	MAINT - VEHICLE INSURANCE	0.00	0.00	0.00	0.00			
01-506-508	MAINT - INSURANCE COMMISSION	0.00	0.00	0.00	0.00			
01-506-510	MAINT - EMP APPRECIATION	0.00	0.00	0.00	0.00			
01-506-535	MAINT - LEASE PAYMENTS	227.64	0.00	0.00	0.00			
TOTAL MISCELLANEOUS		33,257.48	0.00	0.00	0.00			
<u>CAPITAL EXPENDITURES</u>								
01-506-625	MAINT - EQUIPMENT CE	0.00	0.00	0.00	0.00			
TOTAL CAPITAL EXPENDITURES		0.00	0.00	0.00	0.00			
TOTAL 06-MAINTENANCE DEPT.		97,704.36	0.00	0.00	0.00			

Item 6.

01 -GENERAL FUND
10-CITY SECRETARY

10-CITY SECRETARY		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>PERSONNEL SERVICES</u>							
01-510-105	CITY SEC - SALARIES	93,508.77	119,488.00	46,921.89	39.27		
01-510-115	CITY SEC - LONGEVITY	120.00	120.00	120.00	100.00		
01-510-125	CITY SEC - AUTO ALLOWANCE	0.00	6,000.00	3,000.01	50.00		
01-510-126	CITY SEC - CERTIFICATION	3,400.00	3,600.00	1,850.00	51.39		
01-510-135	CITY SEC - FICA	6,165.70	9,940.00	3,682.06	37.04		
01-510-140	CITY SEC - HEALTH INS	13,446.48	22,140.00	7,267.09	32.82		
01-510-143	CITY SEC - PHONE ALLOWANCE	0.00	720.00	0.00	0.00		
01-510-145	CITY SEC - WORKERS COMP	70.26	250.00	202.00	80.80		
01-510-150	CITY SEC - UNEMPLOYMENT	0.00	0.00	0.00	0.00		
01-510-155	CITY SEC - RETIREMENT	12,282.96	15,565.00	5,897.60	37.89		
TOTAL PERSONNEL SERVICES		128,994.17	177,823.00	68,940.65	38.77		
<u>SUPPLIES</u>							
01-510-205	CITY SEC - GENERAL SUPPLIES	2,589.54	2,500.00	936.63	37.47		
TOTAL SUPPLIES		2,589.54	2,500.00	936.63	37.47		
<u>SERVICES</u>							
01-510-405	CITY SEC - PHONES	720.00	720.00	360.00	50.00		
01-510-415	CITY SEC - LEGAL/PROFESSIONAL	9,935.35	57,640.00	40,155.80	69.67		
01-510-416	CITY SEC - MANUALS	16,815.12	16,000.00	8,442.50	52.77		
01-510-420	CITY SEC - DUES/SUBSCRIPTIONS	495.00	800.00	622.29	77.79		
01-510-425	CITY SEC - TRAVEL/TRAINING	7,675.77	7,000.00	2,470.33	35.29		
01-510-430	CITY SEC - ELECTION EXPENSE	96.71	7,500.00	3,510.12	46.80		
TOTAL SERVICES		35,737.95	89,660.00	55,561.04	61.97		
<u>MISCELLANEOUS</u>							
01-510-503	CITY SEC - SURETY/NOTARY FEE	459.50	300.00	0.00	0.00		
01-510-506	CITY SEC - BOARDS/COMMISSIONS	44.36	1,500.00	0.00	0.00		
01-510-525	CITY SEC - BCCA DINNER	1,785.38	2,500.00	1,478.62	59.14		
01-510-535	CITY SEC - LEASE PAYMENTS	6,499.48	0.00	0.00	0.00		
TOTAL MISCELLANEOUS		8,788.72	4,300.00	1,478.62	34.39		
<u>CAPITAL EXPENDITURES</u>							
01-510-625	CITY SEC - EQUIPMENT CE	(1,371.20)	0.00	0.00	0.00		
TOTAL CAPITAL EXPENDITURES		(1,371.20)	0.00	0.00	0.00		
TOTAL 10-CITY SECRETARY		174,739.18	274,283.00	126,916.94	46.27		

CITY OF ANGLETON
DEPARTMENT MID-YEAR BUDGET REPORT
AS OF: MARCH 31ST, 2022

Item 6.

01 -GENERAL FUND
12-TAX

		(----- 2021-2022 -----)				50.00% OF YEAR COMPLETED	
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<hr/>							
<u>SERVICES</u>							
01-512-445	TAX - SPECIAL SERVICES	45,305.79	48,000.00	34,996.00	72.91		
01-512-450	TAX - DATA PROCESSING	<u>2,683.84</u>	<u>3,000.00</u>	<u>2,732.16</u>	<u>91.07</u>		
TOTAL SERVICES		47,989.63	51,000.00	37,728.16	73.98		
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TOTAL 12-TAX		47,989.63	51,000.00	37,728.16	73.98		

Item 6.

01 -GENERAL FUND
13-EMC

13-EMC		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>PERSONNEL SERVICES</u>							
01-513-105	EMC- SALARIES	70,051.65	71,407.00	35,350.12	49.51		
01-513-110	EMC - OVERTIME	0.00	0.00	0.00	0.00		
01-513-115	EMC - LONGEVITY	0.00	60.00	60.00	100.00		
01-513-126	EMC - CERTIFICATION	0.00	0.00	0.00	0.00		
01-513-128	EMC- SPECIAL JOB PAY	0.00	0.00	0.00	0.00		
01-513-135	EMC - FICA	5,543.60	5,467.00	2,708.85	49.55		
01-513-140	EMC - HEALTH INS	27.27	27.00	11.28	41.78		
01-513-141	EMC - INS SUBSIDY	0.00	0.00	0.00	0.00		
01-513-145	EMC - WORKERS COMP	70.26	145.00	117.00	80.69		
01-513-150	EMC - UNEMPLOYMENT	0.00	0.00	0.00	0.00		
01-513-155	EMC - RETIREMENT	8,905.44	8,562.00	4,272.24	49.90		
01-513-165	EMC - MEDICAL EXPENSE	0.00	0.00	0.00	0.00		
01-513-185	EMC - PAYROLL ACCRUAL	(470.68)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		84,127.54	85,668.00	42,519.49	49.63		
<u>SUPPLIES</u>							
01-513-205	EMC - GENERAL SUPPLIES	433.00	1,000.00	0.00	0.00		
01-513-211	EMC - POSTAGE	0.00	0.00	0.00	0.00		
TOTAL SUPPLIES		433.00	1,000.00	0.00	0.00		
<u>SERVICES</u>							
01-513-405	EMC - PHONES	0.00	600.00	0.00	0.00		
01-513-420	EMC - DUES/SUBSCRIPTIONS	0.00	0.00	0.00	0.00		
01-513-425	EMC - TRAVEL/TRAINING	48.17	3,000.00	0.00	0.00		
TOTAL SERVICES		48.17	3,600.00	0.00	0.00		
<u>MISCELLANEOUS</u>							
01-513-503	EMC- SURETY/NOTARY FEE	0.00	0.00	0.00	0.00		
01-513-550	EMS-EMERGENCY MANAGEMENT	7,071.80	56,868.00	45,400.60	79.84		
TOTAL MISCELLANEOUS		7,071.80	56,868.00	45,400.60	79.84		
TOTAL 13-EMC		91,680.51	147,136.00	87,920.09	59.75		

Item 6.

01 -GENERAL FUND
15-FINANCE

15-FINANCE		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>PERSONNEL SERVICES</u>							
01-515-105	FINANCE - SALARIES	282,599.15	234,365.00	116,972.07	49.91		
01-515-110	FINANCE - OVERTIME	4,056.55	2,334.00	2,799.72	119.95		
01-515-115	FINANCE - LONGEVITY	2,820.00	300.00	240.00	80.00		
01-515-126	FINANCE - CERTIFICATION	557.76	0.00	0.00	0.00		
01-515-128	FINANCE - SPECIAL JOB PAY	0.00	0.00	0.00	0.00		
01-515-135	FINANCE - FICA	18,435.71	18,185.00	9,121.58	50.16		
01-515-140	FINANCE - HEALTH INS	37,582.43	40,033.00	17,734.80	44.30		
01-515-141	FINANCE - INS SUBSIDY	0.00	0.00	0.00	0.00		
01-515-143	FINANCE- PHONE ALLOWANCE	0.00	720.00	360.00	50.00		
01-515-145	FINANCE - WORKERS COMP	281.02	549.00	443.00	80.69		
01-515-150	FINANCE - UNEMPLOYMENT	0.00	0.00	0.00	0.00		
01-515-155	FINANCE - RETIREMENT	36,371.97	28,479.00	14,478.48	50.84		
01-515-165	FINANCE - MEDICAL EXPENSE	340.00	140.00	0.00	0.00		
01-515-185	FINANCE - PAYROLL ACCRUAL	(1,955.75)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		381,088.84	325,105.00	162,149.65	49.88		
<u>SUPPLIES</u>							
01-515-203	FINANCE - APPAREL	282.00	500.00	85.00	17.00		
01-515-205	FINANCE - GENERAL SUPPLIES	3,000.76	3,500.00	2,144.93	61.28		
01-515-211	FINANCE - POSTAGE	1,585.33	2,000.00	534.61	26.73		
TOTAL SUPPLIES		4,868.09	6,000.00	2,764.54	46.08		
<u>REPAIR & MAINTENANCE</u>							
01-515-310	FINANCE - R&M EQUIPMENT	11,806.19	11,500.00	10,267.38	89.28		
TOTAL REPAIR & MAINTENANCE		11,806.19	11,500.00	10,267.38	89.28		
<u>SERVICES</u>							
01-515-405	FINANCE - PHONES	635.16	1,000.00	114.61	11.46		
01-515-415	FINANCE - LEGAL/PROFESSIONAL	65,969.00	56,000.00	56,395.00	100.71		
01-515-420	FINANCE - DUES/SUBSCRIPTIONS	2,989.15	2,500.00	109.99	4.40		
01-515-425	FINANCE - TRAVEL/TRAINING	1,581.21	5,000.00	2,048.03	40.96		
01-515-455	FINANCE - CONTRACT LABOR	17,271.74	5,000.00	4,218.75	84.38		
TOTAL SERVICES		88,446.26	69,500.00	62,886.38	90.48		
<u>MISCELLANEOUS</u>							
01-515-503	FINANCE - SURETY/NOTARY FEE	350.00	500.00	0.00	0.00		
01-515-510	FINANCE - EMP APPRECIATION	0.00	500.00	0.00	0.00		
TOTAL MISCELLANEOUS		350.00	1,000.00	0.00	0.00		
<u>CAPITAL EXPENDITURES</u>							
01-515-625	FINANCE - EQUIPMENT CE	412.97	2,000.00	0.00	0.00		
TOTAL CAPITAL EXPENDITURES		412.97	2,000.00	0.00	0.00		
TOTAL 15-FINANCE		486,972.35	415,105.00	238,067.95	57.35		

01 -GENERAL FUND
20-COURTS

20-COURTS		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
PERSONNEL SERVICES							
01-520-105	COURT - SALARIES	244,136.17	260,682.00	110,267.60	42.30		
01-520-110	COURT - OVERTIME	751.78	0.00	729.77	0.00		
01-520-115	COURT - LONGEVITY	120.00	1,680.00	1,800.00	107.14		
01-520-126	COURT - CERTIFICATION	1,957.84	1,800.00	600.06	33.34		
01-520-128	COURT - SPECIAL JOB PAY	0.00	0.00	0.00	0.00		
01-520-135	COURT - FICA	19,357.10	20,263.00	8,588.79	42.39		
01-520-140	COURT - HEALTH INS	45,368.61	53,378.00	15,364.24	28.78		
01-520-141	COURT - INS SUBSIDY	0.00	0.00	0.00	0.00		
01-520-143	COURT- PHONE ALLOWANCE	780.00	720.00	180.00	25.00		
01-520-145	COURT - WORKERS COMP	421.53	445.00	359.00	80.67		
01-520-155	COURT - RETIREMENT	29,138.90	31,733.00	11,022.01	34.73		
01-520-165	COURT - MEDICAL EXPENSE	110.00	110.00	165.00	150.00		
01-520-185	COURT - PAYROLL ACCRUAL	(1,576.42)	140.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		340,565.51	370,951.00	149,076.47	40.19		
SUPPLIES							
01-520-205	COURT - GENERAL SUPPLIES	28,767.51	4,000.00	4,056.21	101.41		
01-520-211	COURT - POSTAGE	2,729.42	3,000.00	580.32	19.34		
01-520-225	COURT - OMNIBASE SERVICE	2,170.98	6,500.00	694.23	10.68		
01-520-226	COURT - SETCIC	4,588.55	4,850.00	61.40	1.27		
TOTAL SUPPLIES		38,256.46	18,350.00	5,392.16	29.39		
REPAIR & MAINTENANCE							
01-520-310	COURT - R&M EQUIPMENT	21,318.91	23,000.00	14,405.66	62.63		
TOTAL REPAIR & MAINTENANCE		21,318.91	23,000.00	14,405.66	62.63		
SERVICES							
01-520-405	COURT - PHONES	1,138.91	1,300.00	303.92	23.38		
01-520-420	COURT - DUES/SUBSCRIPTIONS	1,259.43	2,200.00	110.00	5.00		
01-520-425	COURT - TRAVEL/TRAINING	5,591.99	7,500.00	3,270.95	43.61		
01-520-426	COURT - COLLECTION AGENCY FEE	55,391.13	62,500.00	8,327.75	13.32		
01-520-455	COURT - CONTRACT LABOR	2,750.67	9,200.00	32,626.16	354.63		
01-520-456	COURT - PROSECUTOR	67,732.00	67,320.00	32,808.00	48.73		
01-520-476	COURT - CREDIT CARD FEES	6,599.20	8,000.00	1,935.39	24.19		
TOTAL SERVICES		140,463.33	158,020.00	79,382.17	50.24		
MISCELLANEOUS							
01-520-503	COURT - SURETY/NOTARY FEE	442.50	500.00	0.00	0.00		
01-520-509	COURT - RESTITUTION	0.00	0.00	0.00	0.00		
01-520-510	COURT - EMP APPRECIATION	0.00	350.00	0.00	0.00		
01-520-535	COURT - LEASE PAYMENTS	2,443.22	3,800.00	1,265.81	33.31		
TOTAL MISCELLANEOUS		2,885.72	4,650.00	1,265.81	27.22		

Item 6.

01 -GENERAL FUND
20-COURTS

		(----- 2021-2022 -----)				50.00% OF YEAR COMPLETED	
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>CAPITAL EXPENDITURES</u>							
01-520-625	COURT - EQUIPMENT CE	0.00	0.00	0.00	0.00		
01-520-630	COURT - FURNITURE/FIXTURES	0.00	0.00	0.00	0.00		
TOTAL CAPITAL EXPENDITURES		0.00	0.00	0.00	0.00		
<u>OTHER</u>							
01-520-741	COURT UNEMPLOYMENT	0.00	30,317.00	30,317.00	100.00		
TOTAL OTHER		0.00	30,317.00	30,317.00	100.00		
<u>TRANSFERS</u>							
01-520-907	TRANSF TO FUND 07 MC TECH	0.00	0.00	0.00	0.00		
01-520-913	TRANS TO KAB FOR HI GRASS FINE	0.00	0.00	0.00	0.00		
TOTAL TRANSFERS		0.00	0.00	0.00	0.00		
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TOTAL 20-COURTS		543,489.93	605,288.00	279,839.27	46.23		

Item 6.

01 -GENERAL FUND
25-POLICE DEPARTMENT

25-POLICE DEPARTMENT		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>PERSONNEL SERVICES</u>							
01-525-105	POLICE - SALARIES	2,780,301.51	3,166,366.00	1,420,918.82	44.88		
01-525-106	POLICE - PT SALARIES	0.00	0.00	0.00	0.00		
01-525-109	POLICE - STIPEND	0.00	0.00	0.00	0.00		
01-525-110	POLICE - OVERTIME	94,620.10	99,497.00	45,882.10	46.11		
01-525-112	POLICE - OVERTIME DISP	54,348.29	50,925.00	33,104.93	65.01		
01-525-115	POLICE - LONGEVITY	16,440.00	14,940.00	15,480.00	103.61		
01-525-125	POLICE - AUTO ALLOWANCE	5,115.39	6,000.00	0.00	0.00		
01-525-126	POLICE - CERTIFICATION	124,925.21	77,102.00	55,857.61	72.45		
01-525-127	POLICE - K9 SUPPLEMENT	0.00	0.00	0.00	0.00		
01-525-128	POLICE - SPECIAL JOB PAY	0.00	9,600.00	0.00	0.00		
01-525-130	POLICE - UNIFORM ALLOWANCE	0.00	0.00	0.00	0.00		
01-525-135	POLICE - FICA	226,809.47	261,969.00	117,094.74	44.70		
01-525-140	POLICE - HEALTH INS	574,488.31	708,033.00	285,158.95	40.27		
01-525-141	POLICE - INS SUBSIDY	0.00	0.00	0.00	0.00		
01-525-143	POLICE- PHONE ALLOWANCE	0.00	0.00	0.00	0.00		
01-525-145	POLICE - WORKERS COMP	37,773.84	37,340.00	47,498.00	127.20		
01-525-150	POLICE - UNEMPLOYMENT	2,616.26	3,000.00	0.00	0.00		
01-525-155	POLICE - RETIREMENT	384,496.16	410,247.00	190,261.19	46.38		
01-525-165	POLICE - MEDICAL EXPENSE	1,270.00	0.00	621.00	0.00		
01-525-185	POLICE - PAYROLL ACCRUAL	(22,085.61)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		4,281,118.93	4,845,019.00	2,211,877.34	45.65		
<u>SUPPLIES</u>							
01-525-203	POLICE - APPAREL	55,727.84	76,140.00	54,410.59	71.46		
01-525-205	POLICE - GENERAL SUPPLIES	61,327.22	28,250.00	8,234.39	29.15		
01-525-210	POLICE - OFFICE SUPPLIES	8,886.55	15,000.00	7,491.01	49.94		
01-525-215	POLICE - VEHICLE SUPPLIES	15,296.89	25,000.00	6,304.93	25.22		
01-525-216	POLICE - FUEL EXPENSE	94,738.89	88,200.00	64,593.27	73.24		
01-525-220	POLICE - EQUIPMENT SUPPLIES	35,708.50	17,156.00	5,510.33	32.12		
01-525-221	POLICE - SMALL EQUIPMENT	0.00	0.00	0.00	0.00		
01-525-225	POLICE - DRUG DOG EXPENSE	950.71	0.00	0.00	0.00		
01-525-226	POLICE-FIRE ARMS	6,203.94	10,000.00	1,948.45	19.48		
TOTAL SUPPLIES		278,840.54	259,746.00	148,492.97	57.17		
<u>REPAIR & MAINTENANCE</u>							
01-525-305	POLICE - R&M VEHICLES	59,735.84	65,100.00	42,296.70	64.97		
01-525-310	POLICE - R&M EQUIPMENT	5,579.89	8,817.00	363.89	4.13		
01-525-320	POLICE - R&M BUILDING	18,748.15	75,150.00	73,909.23	98.35		
TOTAL REPAIR & MAINTENANCE		84,063.88	149,067.00	116,569.82	78.20		

Item 6.

01 -GENERAL FUND
25-POLICE DEPARTMENT

25-POLICE DEPARTMENT		(----- 2021-2022 -----)				50.00% OF YEAR COMPLETED	
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>SERVICES</u>							
01-525-405	POLICE - PHONES	34,641.52	46,200.00	14,574.28	31.55		
01-525-406	POLICE - MOBILE DATA MODEM	0.00	0.00	0.00	0.00		
01-525-410	POLICE - UTILITIES	24,747.83	36,750.00	7,834.89	21.32		
01-525-420	POLICE - DUES/SUBSCRIPTIONS	2,329.00	2,370.00	250.00	10.55		
01-525-425	POLICE - TRAVEL/TRAINING	35,212.25	31,990.00	15,594.24	48.75		
01-525-426	POLICE - MOVING EXPENSES	0.00	0.00	0.00	0.00		
01-525-455	POLICE-CONTRACT LABOR	0.00	0.00	975.00	0.00		
01-525-456	POLICE - CHILDREN ALLIANCE	7,000.00	7,000.00	7,000.00	100.00		
01-525-460	POLICE - OTHER SERVICES	7,315.15	8,400.00	3,289.13	39.16		
01-525-476	POLICE - CREDIT CARD FEES	2,590.17	3,000.00	412.37	13.75		
TOTAL SERVICES		113,835.92	135,710.00	49,929.91	36.79		
<u>MISCELLANEOUS</u>							
01-525-503	POLICE - SURETY/NOTARY FEE	660.00	497.00	355.00	71.43		
01-525-504	POLICE - DRUG DOG INSURANCE	882.00	0.00	0.00	0.00		
01-525-505	POLICE - INSURANCE	22,445.46	28,813.00	28,237.00	98.00		
01-525-506	POLICE - VEHICLE INSURANCE	19,181.52	0.00	0.00	0.00		
01-525-507	POLICE - BUILDING INSURANCE	36,507.44	35,188.00	51,711.00	146.96		
01-525-508	POLICE - INSURANCE COMMISSION	0.00	0.00	0.00	0.00		
01-525-510	POLICE - EMP APPRECIATION	1,525.00	1,550.00	91.46	5.90		
01-525-525	POLICE - PRISONER SUPPORT	3,955.16	7,000.00	963.83	13.77		
01-525-535	POLICE-ANNUAL MAINT AGREEMENTS	142,853.58	190,633.00	42,608.29	22.35		
01-525-540	POLICE - GUN PURCHASE PROG	10,399.50	45,000.00	19,501.88	43.34		
01-525-550	POLICE - EMERG MANAGEMENT	109,988.92	0.00	0.00	0.00		
TOTAL MISCELLANEOUS		348,398.58	308,681.00	143,468.46	46.48		
<u>CAPITAL EXPENDITURES</u>							
01-525-621	POLICE - PATROL VEHICLES	0.00	0.00	0.00	0.00		
01-525-625	POLICE - EQUIPMENT CE	5,000.00	80,000.00	77,359.78	96.70		
TOTAL CAPITAL EXPENDITURES		5,000.00	80,000.00	77,359.78	96.70		
<u>OTHER</u>							
01-525-716	POLICE-TRANS TO GRANT MATCHES	20,590.00	16,032.00	0.00	0.00		
01-525-741	TRANSFER TO UNEMPLOYMENT	1,235.00	0.00	0.00	0.00		
TOTAL OTHER		21,825.00	16,032.00	0.00	0.00		
TOTAL 25-POLICE DEPARTMENT		5,133,082.85	5,794,255.00	2,747,698.28	47.42		

01 -GENERAL FUND
26-ANIMAL CONTROL

20-ANIMAL CONTROL		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>PERSONNEL SERVICES</u>							
01-526-105	ANIM CTRL - SALARIES	117,665.83	142,938.00	72,277.36	50.57		
01-526-106	ANIM CTRL -PT SALARIES	11,278.13	0.00	0.00	0.00		
01-526-110	ANIM CTRL - OVERTIME	6,864.80	1,429.00	6,872.37	480.92		
01-526-115	ANIM CTRL - LONGEVITY	120.00	120.00	240.00	200.00		
01-526-126	ANIM CTRL - CERTIFICATION	2,927.40	2,700.00	1,350.18	50.01		
01-526-128	ANIM CTRL - SPECIAL JOB PAY	0.00	0.00	0.00	0.00		
01-526-135	ANIM CTRL - FICA	10,254.98	11,260.00	6,133.05	54.47		
01-526-140	ANIM CTRL - HEALTH INS	39,740.81	48,736.00	21,223.04	43.55		
01-526-141	ANIM CTRL - INS SUBSIDY	0.00	0.00	0.00	0.00		
01-526-145	ANIM CTRL - WORKERS COMP	0.00	3,442.00	3,603.00	104.68		
01-526-150	ANIM CTRL - UNEMPLOYMENT	420.39	0.00	0.00	0.00		
01-526-155	ANIM CTRL - RETIREMENT	18,153.25	18,075.00	9,744.87	53.91		
01-526-165	ANIM CTRL - MEDICAL EXPENSE	85.00	0.00	145.00	0.00		
01-526-185	ANIM CTRL - PAYROLL ACCRUAL	(655.88)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		206,854.71	228,700.00	121,588.87	53.17		
<u>SUPPLIES</u>							
01-526-203	ANIM CTRL - APPAREL	2,634.00	4,315.00	1,840.62	42.66		
01-526-204	MEDICAL SUPPLIES & EQUIPMENT	3,910.35	11,600.00	2,484.85	21.42		
01-526-205	ANIM CTRL - GENERAL SUPPLIES	17,243.86	14,675.00	5,530.62	37.69		
01-526-206	A/C VETERINARY SERVICES	12,045.06	18,000.00	8,730.31	48.50		
01-526-215	ANIM CTRL - VEHICLE SUPPLIES	246.70	2,500.00	641.52	25.66		
01-526-216	ANIM CTRL - FUEL EXPENSE	895.61	2,625.00	214.07	8.16		
01-526-220	ANIM CTRL - EQUIPMENT SUPPLIES	4,456.29	7,250.00	2,200.68	30.35		
TOTAL SUPPLIES		41,431.87	60,965.00	21,642.67	35.50		
<u>REPAIR & MAINTENANCE</u>							
01-526-305	ANIM CTRL - R&M VEHICLES	1,540.17	3,000.00	524.12	17.47		
01-526-310	ANIM CTRL - R&M EQUIPMENT	219.09	7,202.00	0.00	0.00		
01-526-320	ANIM CTRL - R&M BUILDING	5,168.92	20,000.00	7,738.06	38.69		
TOTAL REPAIR & MAINTENANCE		6,928.18	30,202.00	8,262.18	27.36		
<u>SERVICES</u>							
01-526-405	ANIM CTRL - PHONES	397.20	2,640.00	306.26	11.60		
01-526-406	ANIM CTRL - MOBILE DATA	0.00	0.00	0.00	0.00		
01-526-410	ANIM CTRL - UTILITIES	7,118.77	11,550.00	3,444.01	29.82		
01-526-425	ANIM CTRL - TRAVEL/TRAINING	1,601.48	5,000.00	300.00	6.00		
01-526-476	ANIM CTRL - CREDIT CARD FEES	1,408.70	0.00	305.66	0.00		
TOTAL SERVICES		10,526.15	19,190.00	4,355.93	22.70		

Item 6.

01 -GENERAL FUND
26-ANIMAL CONTROL

26-ANIMAL CONTROL		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
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<u>MISCELLANEOUS</u>							
01-526-506	ANIM CTRL - VEHICLE INSURANCE	0.00	0.00	0.00	0.00		
01-526-507	ANIM CTRL - INSURANCE	0.00	0.00	0.00	0.00		
01-526-510	ANIM CTRL - EMP APPRECIATION	0.00	500.00	0.00	0.00		
TOTAL MISCELLANEOUS		0.00	500.00	0.00	0.00		
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<u>CAPITAL EXPENDITURES</u>							
01-526-601	ANIM CTRL - VEHICLE CE	0.00	0.00	0.00	0.00		
01-526-625	ANIM CTRL - EQUIPMENT CE	19,132.00	24,500.00	14,188.12	57.91		
TOTAL CAPITAL EXPENDITURES		19,132.00	24,500.00	14,188.12	57.91		
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<u>OTHER</u>							
01-526-741	TRANSFER TO UNEMPLOYMENT	0.00	0.00	0.00	0.00		
TOTAL OTHER		0.00	0.00	0.00	0.00		
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TOTAL 26-ANIMAL CONTROL		284,872.91	364,057.00	170,037.77	46.71		

01 -GENERAL FUND
30-FIRE DEPARTMENT

30-FIRE DEPARTMENT		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
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PERSONNEL SERVICES							
01-530-105	FIRE - SALARIES	286,586.24	323,439.00	144,678.91	44.73		
01-530-110	FIRE - OVERTIME	8,662.63	6,469.00	4,018.84	62.12		
01-530-115	FIRE - LONGEVITY	1,260.00	1,680.00	1,440.00	85.71		
01-530-126	FIRE - CERTIFICATION	7,848.91	7,800.00	3,578.69	45.88		
01-530-128	FIRE - SPECIAL JOB PAY	0.00	0.00	0.00	0.00		
01-530-135	FIRE - FICA	21,723.21	25,963.00	11,415.92	43.97		
01-530-140	FIRE - HEALTH INS	69,999.30	88,863.00	30,997.77	34.88		
01-530-141	FIRE - INS SUBSIDY	0.00	0.00	0.00	0.00		
01-530-145	FIRE - WORKERS COMP	13,869.19	6,835.00	6,754.00	98.81		
01-530-150	FIRE - UNEMPLOYMENT	0.00	0.00	0.00	0.00		
01-530-155	FIRE - RETIREMENT	38,717.09	41,677.00	18,532.28	44.47		
01-530-160	FIRE - PENSION	33,095.13	70,875.00	24,539.99	34.62		
01-530-165	FIRE - MEDICAL EXPENSE	875.00	0.00	995.00	0.00		
01-530-185	FIRE - PAYROLL ACCRUAL	(2,334.59)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		480,302.11	573,601.00	246,951.40	43.05		
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SUPPLIES							
01-530-203	FIRE - APPAREL	3,577.10	4,000.00	3,858.96	96.47		
01-530-205	FIRE - GENERAL SUPPLIES	21,134.35	8,000.00	2,920.60	36.51		
01-530-210	FIRE - OFFICE SUPPLIES	1,873.63	5,460.00	1,698.15	31.10		
01-530-215	FIRE - VEHICLE SUPPLIES	592.00	2,000.00	159.69	7.98		
01-530-220	FIRE - EQUIPMENT SUPPLIES	18,519.73	22,000.00	13,088.21	59.49		
TOTAL SUPPLIES		45,696.81	41,460.00	21,725.61	52.40		
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REPAIR & MAINTENANCE							
01-530-305	FIRE - R&M VEHICLES	35,314.24	36,750.00	8,289.64	22.56		
01-530-310	FIRE - R&M EQUIPMENT	83,340.38	18,450.00	9,181.01	49.76		
01-530-320	FIRE - R&M BUILDING	21,052.36	61,000.00	7,120.73	11.67		
TOTAL REPAIR & MAINTENANCE		139,706.98	116,200.00	24,591.38	21.16		
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SERVICES							
01-530-405	FIRE - PHONES	6,140.20	6,576.00	2,740.47	41.67		
01-530-410	FIRE - UTILITIES	17,553.88	18,000.00	6,761.64	37.56		
01-530-415	FIRE - FUEL EXPENSE	19,116.12	18,000.00	12,828.47	71.27		
01-530-420	FIRE - DUES/SUBSCRIPTIONS	10,383.55	13,028.00	1,204.75	9.25		
01-530-425	FIRE - TRAVEL/TRAINING	8,245.90	8,500.00	7,739.11	91.05		
01-530-455	FIRE - CONTRACT LABOR	6,657.53	47,200.00	3,558.50	7.54		
TOTAL SERVICES		68,097.18	111,304.00	34,832.94	31.30		
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MISCELLANEOUS							
01-530-506	FIRE - VEHICLE INSURANCE	25,915.41	25,000.00	33,997.39	135.99		
01-530-507	FIRE - BUILDING INSURANCE	23,519.90	26,650.00	29,561.00	110.92		
01-530-508	FIRE - INSURANCE COMMISSION	0.00	0.00	0.00	0.00		
01-530-510	FIRE - EMP APPRECIATION	125.00	0.00	0.00	0.00		
TOTAL MISCELLANEOUS		49,560.31	51,650.00	63,558.39	123.06		
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TOTAL 30-FIRE DEPARTMENT		783,363.39	894,215.00	391,659.72	43.80		

Item 6.

01 -GENERAL FUND
35-DEVELOPMENT SERV DEPT.

035-DEVELOPMENT SERV DEPT.		(----- 2021-2022 -----)				50.00% OF YEAR COMPLETED	
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>PERSONNEL SERVICES</u>							
01-535-105	DEV SVC - SALARIES	397,749.87	435,284.00	209,300.20	48.08		
01-535-110	DEV SVC - OVERTIME	11,916.01	13,361.00	3,738.79	27.98		
01-535-115	DEV SVC - LONGEVITY	1,680.00	1,560.00	1,740.00	111.54		
01-535-126	DEV SVC - CERTIFICATION	13,605.42	8,400.00	7,882.94	93.84		
01-535-128	DEV SVC - SPECIAL JOB PAY	0.00	3,600.00	0.00	0.00		
01-535-135	DEV SVC - FICA	27,345.08	35,496.00	16,817.25	47.38		
01-535-140	DEV SVC - HEALTH INS	79,681.37	104,331.00	43,184.41	41.39		
01-535-141	DEV SVC - INS SUBSIDY	0.00	0.00	0.00	0.00		
01-535-143	DEV SRVC - PHONE ALLOWANCE	720.00	1,800.00	686.60	38.14		
01-535-145	DEV SVC - WORKERS COMP	280.67	1,980.00	1,598.00	80.71		
01-535-150	DEV SVC - UNEMPLOYMENT	4,720.26	0.00	0.00	0.00		
01-535-155	DEV SVC - RETIREMENT	53,473.07	56,980.00	26,865.91	47.15		
01-535-165	DEV SVC - MEDICAL EXPENSE	160.00	0.00	0.00	0.00		
01-535-185	DEV SVC - PAYROLL ACCRUAL	(2,773.61)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		588,558.14	662,792.00	311,814.10	47.05		
<u>SUPPLIES</u>							
01-535-203	DEV SVC - APPAREL	3,729.74	3,550.00	711.01	20.03		
01-535-205	DEV SVC - GENERAL SUPPLIES	3,932.93	7,000.00	3,010.76	43.01		
01-535-210	DEV SVC - OFFICE SUPPLIES	1,982.92	1,700.00	1,615.51	95.03		
01-535-211	DEV-HEALTH SUPPLIES	0.00	0.00	0.00	0.00		
01-535-215	DEV SVC - VEHICLE SUPPLIES	146.66	1,000.00	558.42	55.84		
01-535-216	DEV SVC - FUEL EXPENSE	3,249.46	3,000.00	2,344.87	78.16		
01-535-220	DEV SVC - EQUIPMENT SUPPLIES	2,650.47	3,000.00	653.25	21.78		
01-535-221	POSTAGE USE	0.00	2,500.00	1,321.36	52.85		
01-535-222	DS PUBLICATIONS	0.00	4,150.00	1,797.50	43.31		
TOTAL SUPPLIES		15,692.18	25,900.00	12,012.68	46.38		
<u>REPAIR & MAINTENANCE</u>							
01-535-305	DEV SVC - R&M VEHICLES	270.52	3,000.00	1,789.96	59.67		
01-535-310	DEV SVC - R&M EQUIPMENT	9,131.11	28,100.00	8,233.72	29.30		
01-535-320	DS R&M BUILDING	0.00	66,000.00	63,569.96	96.32		
TOTAL REPAIR & MAINTENANCE		9,401.63	97,100.00	73,593.64	75.79		
<u>SERVICES</u>							
01-535-405	DEV SVC - PHONES	1,373.45	2,500.00	722.66	28.91		
01-535-410	DS UTILITIES	0.00	38,500.00	13,628.17	35.40		
01-535-415	DEV SVC - PROFESSIONAL FEES	14,430.80	100,000.00	52,637.98	52.64		
01-535-415.01	COUNTY ENG. FEES	0.00	0.00	49,069.00	0.00		
01-535-419	DS ATTORNEY FEES	0.00	50,000.00	10,618.00	21.24		
01-535-419.02	AUSTIN COLONY	0.00	0.00	8,203.50	0.00		
01-535-419.03	KIBER RESERVE	0.00	0.00	1,404.00	0.00		
01-535-419.04	RIVERWOOD RANCH	0.00	0.00	1,794.00	0.00		
01-535-419.05	GREYSTONE	0.00	0.00	9,656.50	0.00		
01-535-419.06	WINDROSE GREEN	0.00	0.00	2,223.00	0.00		

Item 6.

01 -GENERAL FUND
35-DEVELOPMENT SERV DEPT.

				50.00% OF YEAR COMPLETED		
				(----- 2021-2022 -----)		
EXPENDITURES	2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
01-535-419.07 BAYOU BEND	0.00	0.00	871.50	0.00		
01-535-419.08 LIVE OAK RANCH	0.00	0.00	175.50	0.00		
01-535-419.09 PROPERTY LAND MGMT	0.00	0.00	760.50	0.00		
01-535-419.10 GIFFORD MEADOWS	0.00	0.00	175.50	0.00		
01-535-419.11 GREEN TRAILS	0.00	0.00	117.00	0.00		
01-535-420 DEV SVC - DUES/SUBSCRIPTIONS	2,043.45	1,715.00	1,042.20	60.77		
01-535-425 DEV SVC - TRAVEL/TRAINING	6,383.45	8,900.00	6,760.29	75.96		
01-535-426 DEV SVC - FOOD HANDLING MAT	0.00	2,000.00	0.00	0.00		
01-535-427 DEV SVC - DOCUMENT SCANNING	0.00	20,000.00	3,120.46	15.60		
01-535-455 DEV SVC - CONTRACT LABOR	46,140.33	64,000.00	41,882.12	65.44		
01-535-465 DEV SVC - DEMOLITION	13,350.00	45,740.00	3,400.00	7.43		
TOTAL SERVICES	83,721.48	333,355.00	208,261.88	62.47		
MISCELLANEOUS						
01-535-505 BSD - FEE INSPECTIONS	21,524.50	0.00	0.00	0.00		
01-535-506 DEV SVC - VEHICLE INSURANCE	2,139.70	0.00	0.00	0.00		
01-535-510 DEV SVC - EMP APPRECIATION	0.00	750.00	0.00	0.00		
TOTAL MISCELLANEOUS	23,664.20	750.00	0.00	0.00		
CAPITAL EXPENDITURES						
01-535-601 DEV SVC - VEHICLE CE	0.00	0.00	0.00	0.00		
01-535-625 DEV SVC - EQUIPMENT CE	45,020.00	1,800.00	0.00	0.00		
TOTAL CAPITAL EXPENDITURES	45,020.00	1,800.00	0.00	0.00		
OTHER						
01-535-741 TRANSFR TO UNEMPLOYMENT	1,196.00	0.00	0.00	0.00		
TOTAL OTHER	1,196.00	0.00	0.00	0.00		
TOTAL 35-DEVELOPMENT SERV DEPT.						
	767,253.63	1,121,697.00	605,682.30	54.00		

01 -GENERAL FUND
50-PARKS

		50.00% OF YEAR COMPLETED					
		----- 2021-2022 -----					
		2020-2021	CURRENT	Y-T-D	PERCENT		
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	REQUIRED
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<u>PERSONNEL SERVICES</u>							
01-550-105	PARKS - SALARIES	425,333.29	550,420.00	223,099.35	40.53		
01-550-110	PARKS - OVERTIME	1,676.64	6,000.00	155.65	2.59		
01-550-115	PARKS - LONGEVITY	1,020.00	1,660.00	1,200.00	72.29		
01-550-125	PARKS - AUTO ALLOWANCE	6,538.47	6,000.00	3,000.01	50.00		
01-550-126	PARKS - CERTIFICATION	4,545.45	7,800.00	3,023.35	38.76		
01-550-128	PARKS - SPECIAL JOB PAY	0.00	1,200.00	0.00	0.00		
01-550-135	PARKS - FICA	33,977.24	44,116.00	17,594.90	39.88		
01-550-140	PARKS - HEALTH INS	102,964.13	146,789.00	51,788.86	35.28		
01-550-141	PARKS - INS SUBSIDY	0.00	0.00	0.00	0.00		
01-550-143	PARKS- PHONE ALLOWANCE	1,680.00	3,600.00	1,399.86	38.89		
01-550-145	PARKS - WORKERS COMP	7,000.00	7,350.00	7,583.00	103.17		
01-550-150	PARKS - UNEMPLOYMENT	0.00	0.00	0.00	0.00		
01-550-155	PARKS - RETIREMENT	56,660.99	70,816.00	27,421.45	38.72		
01-550-165	PARKS - MEDICAL EXPENSE	110.00	0.00	0.00	0.00		
01-550-185	PARKS - PAYROLL ACCRUAL	(4,316.05)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		637,190.16	845,751.00	336,266.43	39.76		
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<u>SUPPLIES</u>							
01-550-203	PARKS - APPAREL	8,919.08	9,000.00	3,312.18	36.80		
01-550-205	PARKS - GENERAL SUPPLIES	93,662.05	12,000.00	5,673.67	47.28		
01-550-210	PARKS - OFFICE SUPPLIES	36.80	350.00	47.18	13.48		
01-550-215	PARKS - VEHICLE SUPPLIES	3,526.76	2,000.00	587.78	29.39		
01-550-216	PARKS - FUEL EXPENSE	17,534.11	15,000.00	7,740.43	51.60		
01-550-220	PARKS - EQUIPMENT SUPPLIES	4,248.58	6,350.00	2,279.62	35.90		
TOTAL SUPPLIES		127,927.38	44,700.00	19,640.86	43.94		
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<u>REPAIR & MAINTENANCE</u>							
01-550-305	PARKS - R&M VEHICLES	1,582.59	3,000.00	100.11	3.34		
01-550-310	PARKS - R&M EQUIPMENT	5,347.50	7,000.00	1,207.91	17.26		
01-550-315	PARKS - R&M INFRASTRUCTURE	41,624.50	25,000.00	10,127.17	40.51		
01-550-320	PARKS - R&M BUILDINGS	4,177.78	5,000.00	2,708.75	54.18		
01-550-325	PARKS - R&M OTHER	18,789.96	10,000.00	7,346.77	73.47		
01-550-330	PARKS - VEGETATION REPLACE	4,907.40	5,000.00	(2,110.97)	42.22		
TOTAL REPAIR & MAINTENANCE		76,429.73	55,000.00	19,379.74	35.24		
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<u>SERVICES</u>							
01-550-405	PARKS - PHONES	316.98	480.00	66.13	13.78		
01-550-410	PARKS - UTILITIES	76,193.75	66,000.00	29,154.19	44.17		
01-550-420	PARKS - DUES/SUBSCRIPTIONS	1,711.93	1,552.00	1,530.00	98.58		
01-550-425	PARKS - TRAVEL/TRAINING	4,843.23	7,793.00	3,470.06	44.53		
01-550-440	PARKS - RENTAL EXPENSE	301.31	1,000.00	0.00	0.00		
01-550-446	PARKS - ADVERTISING	50.00	1,000.00	525.30	52.53		
01-550-456	PARKS - IRRIGATION	134.86	350.00	0.00	0.00		
01-550-457	PARKS - BALLFIELD MAINTENANCE	15,703.74	15,000.00	137.65	0.92		
TOTAL SERVICES		99,255.80	93,175.00	34,883.33	37.44		

Item 6.

01 -GENERAL FUND
50-PARKS

		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
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<u>MISCELLANEOUS</u>							
01-550-506	PARKS - VEHICLE INSURANCE	8,461.56	0.00	0.00	0.00		
01-550-510	PARKS - EMP APPRECIATION	50.00	900.00	213.00	23.67		
TOTAL MISCELLANEOUS		8,511.56	900.00	213.00	23.67		
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<u>CAPITAL EXPENDITURES</u>							
01-550-615	PARKS - INFRASTRUCTURE CE	148,868.35	170,651.00	323,758.14	189.72		
01-550-625	PARKS - EQUIPMENT CE	19,412.12	18,000.00	2,640.50	14.67		
01-550-626	PARKS SMALL EQUIPMENT CE	138,960.87	0.00	0.00	0.00		
TOTAL CAPITAL EXPENDITURES		307,241.34	188,651.00	326,398.64	173.02		
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<u>OTHER</u>							
01-550-741	TRANSFER TO UNEMPLOYMENT	711.00	0.00	0.00	0.00		
TOTAL OTHER		711.00	0.00	0.00	0.00		
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TOTAL 50-PARKS		1,257,266.97	1,228,177.00	736,782.00	59.99		

Item 6.

01 -GENERAL FUND
55-IT DEPARTMENT

05-IT DEPARTMENT		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>PERSONNEL SERVICES</u>							
01-555-105	INF TECH - SALARIES	170,939.51	214,414.00	78,327.19	36.53		
01-555-109	INF TECH - STIPEND	0.00	0.00	0.00	0.00		
01-555-110	IT-OVERTIME	15,872.00	11,381.00	6,510.80	57.21		
01-555-115	INF TECH - LONGEVITY	0.00	960.00	960.00	100.00		
01-555-125	INF TECH - AUTO ALLOWANCE	8,474.37	6,000.00	3,000.01	50.00		
01-555-126	INF TECH - CERTIFICATION	0.00	0.00	0.00	0.00		
01-555-130	INF TECH - UNIFORM ALLOWANCE	0.00	0.00	0.00	0.00		
01-555-135	INF TECH - FICA	12,468.75	17,971.00	6,741.56	37.51		
01-555-140	INF TECH - HEALTH INS	23,193.49	33,361.00	9,811.86	29.41		
01-555-141	INF TECH - INS SUBSIDY	0.00	0.00	0.00	0.00		
01-555-143	I.T. -PHONE ALLOWANCE	780.00	2,160.00	60.00	2.78		
01-555-145	INF TECH - WORKERS COMP	140.51	300.00	242.00	80.67		
01-555-150	INF TECH - UNEMPLOYMENT	0.00	0.00	0.00	0.00		
01-555-155	INF TECH - RETIREMENT	24,458.85	28,143.00	10,372.66	36.86		
01-555-165	INF TECH - MEDICAL EXPENSE	0.00	0.00	0.00	0.00		
01-555-185	INF TECH - PAYROLL ACCRUAL	(1,648.92)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		254,678.56	314,690.00	116,026.08	36.87		
<u>SUPPLIES</u>							
01-555-203	IT APPAREL	0.00	300.00	0.00	0.00		
01-555-205	INF TECH - GENERAL SUPPLIES	1,997.20	2,000.00	703.94	35.20		
01-555-210	INF TECH - OFFICE SUPPLIES	241.95	200.00	138.72	69.36		
01-555-216	INF TECH - FUEL EXPENSE	1,068.06	2,400.00	393.13	16.38		
TOTAL SUPPLIES		3,307.21	4,900.00	1,235.79	25.22		
<u>SERVICES</u>							
01-555-405	INF TECH - PHONES	1,516.46	2,640.00	583.34	22.10		
01-555-420	INF TECH - DUES/SUBSCRIPTIONS	574.40	732.00	0.00	0.00		
01-555-421	IT- BACKUP VOICE & DATA	1,925.66	9,000.00	1,819.14	20.21		
01-555-425	INF TECH - TRAVEL/TRAINING	1,776.69	2,000.00	131.13	6.56		
01-555-446	IT ADVERTISING	0.00	100.00	403.03	403.03		
01-555-455	INF TECH - CONTRACT LABOR	1,935.65	2,000.00	11,619.44	580.97		
01-555-460	INF TECH - ANNUAL SOFTWARE	42,712.24	50,245.00	20,999.40	41.79		
01-555-476	INF TECH - MAINT AGRMT PHONE	3,446.26	8,500.00	0.00	0.00		
TOTAL SERVICES		53,887.36	75,217.00	35,555.48	47.27		
<u>MISCELLANEOUS</u>							
01-555-510	INF TECH - EMP APPRECIATION	0.00	500.00	107.97	21.59		
01-555-555	INF TECH - EMAIL SERVICES	17,921.25	22,000.00	4,637.41	21.08		
TOTAL MISCELLANEOUS		17,921.25	22,500.00	4,745.38	21.09		

CITY OF ANGLETON
DEPARTMENT MID-YEAR BUDGET REPORT
AS OF: MARCH 31ST, 2022

Item 6.

01 -GENERAL FUND
55-IT DEPARTMENT

55-IT DEPARTMENT		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>CAPITAL EXPENDITURES</u>							
01-555-610	INF TECH - COMPUTER/SOFTWARE	265,423.85	0.00	4,543.69	0.00		
01-555-625	INF TECH - EQUIPMENT CE	62,665.79	30,866.00	0.00	0.00		
TOTAL CAPITAL EXPENDITURES		328,089.64	30,866.00	4,543.69	14.72		
TOTAL 55-IT DEPARTMENT		657,884.02	448,173.00	162,106.42	36.17		

CITY OF ANGLETON
DEPARTMENT MID-YEAR BUDGET REPORT
AS OF: MARCH 31ST, 2022

Item 6.

01 -GENERAL FUND
56-DEBT SERVICE

		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<hr/>							
MISCELLANEOUS							
01-556-510	DEBT SERVICE-INTEREST EXPENSE	0.00	0.00	0.00	0.00		
01-556-514	ENTERPRISE VEHICLE LEASE	105,960.85	300,480.00	197,243.81	65.64		
01-556-515	DEBT SERVICE-PRINCIPAL	0.00	0.00	0.00	0.00		
01-556-519	TRANSFER FOR INTER-FUND LOAN	49,800.00	49,800.00	24,900.00	50.00		
TOTAL MISCELLANEOUS		155,760.85	350,280.00	222,143.81	63.42		
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TOTAL 56-DEBT SERVICE		155,760.85	350,280.00	222,143.81	63.42		

01 -GENERAL FUND
57-ECONOMIC DEVELOPMENT

57-ECONOMIC DEVELOPMENT		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>PERSONNEL SERVICES</u>							
01-557-105	ECO DEV - SALARIES	22,691.85	23,965.00	11,389.30	47.52		
01-557-115	ECO DEV - LONGEVITY	144.00	100.00	158.40	158.40		
01-557-125	ECO DEV - AUTO ALLOWANCE	1,569.18	1,500.00	719.94	48.00		
01-557-126	ECO DEV - CERTIFICATION	305.60	300.00	144.04	48.01		
01-557-135	ECO DEV - FICA	1,927.56	1,993.00	949.06	47.62		
01-557-140	ECO DEV - HEALTH INS	2,785.15	3,336.00	1,418.83	42.53		
01-557-141	ECO DEV - INS SUBSIDY	0.00	0.00	0.00	0.00		
01-557-143	ECO DEV- PHONE ALLOWANCE	187.20	180.00	14.40	8.00		
01-557-145	ECO DEV - WORKERS COMP	53.40	110.00	89.00	80.91		
01-557-150	ECO DEV - UNEMPLOYMENT	0.00	0.00	0.00	0.00		
01-557-155	ECO DEV - RETIREMENT	3,002.72	3,120.00	1,410.95	45.22		
01-557-165	ECO DEV - MEDICAL EXPENSE	0.00	0.00	0.00	0.00		
01-557-185	ECO DEV - PAYROLL ACCRUAL	(145.28)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		32,521.38	34,604.00	16,293.92	47.09		
<u>SUPPLIES</u>							
01-557-203	ECO DEV - APPAREL	0.00	200.00	0.00	0.00		
01-557-205	ECO DEV - GENERAL SUPPLIES	115.51	500.00	0.53	0.11		
TOTAL SUPPLIES		115.51	700.00	0.53	0.08		
<u>SERVICES</u>							
01-557-405	ECO DEV - PHONES	0.00	0.00	0.00	0.00		
01-557-406	ECO DEV - PRO PRINTING	4,985.00	5,000.00	0.00	0.00		
01-557-415	ECO DEV - LEGAL/PROFESSIONAL	58,689.61	55,000.00	19,529.04	35.51		
01-557-420	ECO DEV - DUES/SUBSCRIPTIONS	525.00	1,500.00	464.06	30.94		
01-557-425	ECO DEV - TRAVEL/TRAINING	0.00	2,000.00	686.35	34.32		
01-557-450	ECO DEV - ANNUAL ALLIANCE FEE	6,000.00	6,000.00	6,000.00	100.00		
TOTAL SERVICES		70,199.61	69,500.00	26,679.45	38.39		
<u>MISCELLANEOUS</u>							
01-557-510	ECO DEV - EMP APPRECIATION	50.00	500.00	0.00	0.00		
01-557-555	ECO DEV - BUSINESS EXPENSE	2,064.99	0.00	0.00	0.00		
TOTAL MISCELLANEOUS		2,114.99	500.00	0.00	0.00		
<u>CAPITAL EXPENDITURES</u>							
01-557-625	ECO DEV - EQUIPMENT CE	0.00	0.00	0.00	0.00		
TOTAL CAPITAL EXPENDITURES		0.00	0.00	0.00	0.00		
<u>OTHER</u>							
01-557-704	TRANSFER TO HOTEL FUND	0.00	0.00	0.00	0.00		
01-557-705	TRANSFER TO OBJ FUND	0.00	0.00	0.00	0.00		
01-557-717	ECON DEV-TRANS TO FUND 117	0.00	0.00	0.00	0.00		
TOTAL OTHER		0.00	0.00	0.00	0.00		
TOTAL 57-ECONOMIC DEVELOPMENT		104,951.49	105,304.00	42,973.90	40.81		

01 -GENERAL FUND
58-PUBLIC WORKS

08-PUBLIC WORKS		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
PERSONNEL SERVICES							
01-558-105	PW STR - SALARIES	451,140.12	387,745.00	234,597.84	60.50		
01-558-106	PW STR - ON CALL	3,575.70	5,200.00	2,160.50	41.55		
01-558-110	PW STR - OVERTIME	36,385.77	31,028.00	21,787.64	70.22		
01-558-115	PW STR - LONGEVITY	4,164.00	3,612.00	4,584.00	126.91		
01-558-125	PW STR - AUTO ALLOWANCE	2,615.41	1,440.00	1,200.03	83.34		
01-558-126	PW STR - CERTIFICATION	5,437.61	5,586.00	2,364.98	42.34		
01-558-128	PW STR - SPECIAL JOB PAY	0.00	1,440.00	0.00	0.00		
01-558-135	PW STR - FICA	38,013.22	32,585.00	20,247.71	62.14		
01-558-140	PW STR - HEALTH INS	118,767.80	117,431.00	62,449.42	53.18		
01-558-141	PW STR - INS SUBSIDY	0.00	0.00	0.00	0.00		
01-558-142	PW STR - INS COMMISSION	0.00	0.00	0.00	0.00		
01-558-143	PW STR- PHONE ALLOWANCE	624.00	0.00	298.60	0.00		
01-558-145	PW STR - WORKERS COMP	21,697.70	12,000.00	11,747.00	97.89		
01-558-150	PW STR - UNEMPLOYMENT	0.00	0.00	0.00	0.00		
01-558-155	PW STR - RETIREMENT	63,596.13	52,305.00	32,032.76	61.24		
01-558-165	PW STR - MEDICAL EXPENSE	1,575.00	0.00	390.00	0.00		
01-558-185	PW STR - PAYROLL ACCRUAL	(3,020.49)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		744,571.97	650,372.00	393,860.48	60.56		
SUPPLIES							
01-558-203	PW STR - APPAREL	7,034.33	5,000.00	3,261.37	65.23		
01-558-205	PW STR - GENERAL SUPPLIES	11,885.15	10,000.00	5,062.49	50.62		
01-558-210	PW STR - OFFICE SUPPLIES	577.90	500.00	392.80	78.56		
01-558-213	PW STR - SIGN MATERIAL	16,546.64	17,000.00	18,075.94	106.33		
01-558-215	PW STR - VEHICLE SUPPLIES	4,528.06	4,000.00	676.21	16.91		
01-558-216	PW STR - FUEL EXPENSE	22,251.79	18,000.00	14,098.11	78.32		
01-558-220	PW STR - EQUIPMENT SUPPLIES	14,685.61	15,000.00	958.10	6.39		
01-558-221	PW STR - SMALL EQUIPMENT	2,951.80	3,000.00	191.28	6.38		
01-558-223	PW STR - EQUIPMENT RENTAL	427.50	1,500.00	0.00	0.00		
01-558-225	PW STR - CHEMICAL SUPPLIES	92.08	1,000.00	0.00	0.00		
TOTAL SUPPLIES		80,980.86	75,000.00	42,716.30	56.96		
REPAIR & MAINTENANCE							
01-558-305	PW STR - R&M VEHICLES	3,280.45	3,000.00	3,020.25	100.68		
01-558-310	PW STR - R&M EQUIPMENT	76,019.98	50,000.00	13,873.65	27.75		
01-558-315	PW STR - R&M INFRASTRUCTURE	47,262.93	25,000.00	77,599.20	310.40		
01-558-316	PW STR - TRAFFIC LIGHTS	72.00	8,000.00	1,497.36	18.72		
01-558-317	PW STR - ROAD PAINTING	17,109.90	6,000.00	5,935.80	98.93		
01-558-318	PW STR - SIDEWALKS	21,344.00	100,000.00	92,285.00	92.29		
01-558-320	PW STR - R&M BUILDING	11,814.60	65,000.00	4,791.38	7.37		
TOTAL REPAIR & MAINTENANCE		176,903.86	257,000.00	199,002.64	77.43		

Item 6.

01 -GENERAL FUND
58-PUBLIC WORKS

58-PUBLIC WORKS		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>SERVICES</u>							
01-558-405	PW STR - PHONES	4,942.15	2,160.00	2,575.39	119.23		
01-558-410	PW STR - UTILITIES	158,592.22	160,000.00	70,283.02	43.93		
01-558-411	PW STR - LIGHTS	0.00	2,500.00	0.00	0.00		
01-558-415	PW STR - LEGAL/PROFESSIONAL	11,584.68	45,000.00	19,342.05	42.98		
01-558-420	PW STR - DUES/SUBSCRIPTIONS	592.00	860.00	892.20	103.74		
01-558-425	PW STR - TRAVEL/TRAINING	2,023.70	5,000.00	1,232.58	24.65		
01-558-455	PW STR - CONTRACT LABOR	0.00	0.00	0.00	0.00		
01-558-465	PW STR - SPEC EVENTS/PROJECTS	0.00	2,000.00	1,724.16	86.21		
01-558-499	PW STR - MISCELLANEOUS	(61.30)	15,000.00	351.87	2.35		
TOTAL SERVICES		177,673.45	232,520.00	96,401.27	41.46		
<u>MISCELLANEOUS</u>							
01-558-506	PW STR - VEHICLE INSURANCE	6,090.26	0.00	0.00	0.00		
01-558-510	PW STR - EMP APPRECIATION	525.00	500.00	0.00	0.00		
01-558-520	PW STR - CONTINGENCY	1,857.44	25,000.00	22,990.01	91.96		
01-558-535	PW STR - LEASE PAYMENTS	0.00	0.00	0.00	0.00		
TOTAL MISCELLANEOUS		8,472.70	25,500.00	22,990.01	90.16		
<u>CAPITAL EXPENDITURES</u>							
01-558-601	PW STR - VEHICLE CE	1,671.00	50,000.00	0.00	0.00		
01-558-612	PW STR - OVERLAYS	0.00	225,000.00	49,258.16	21.89		
01-558-613	PW STR - SIDEWALKS	38,219.66	0.00	134,947.50	0.00		
01-558-615	PW STR - INFRASTRUCTURE CE	0.00	0.00	0.00	0.00		
01-558-625	PW STR - EQUIPMENT CE	60,000.00	0.00	0.00	0.00		
TOTAL CAPITAL EXPENDITURES		99,890.66	275,000.00	184,205.66	66.98		
<u>OTHER</u>							
01-558-701	PW-TRANSFER TO GF	0.00	0.00	0.00	0.00		
01-558-703	PW-TRANSFER GCC MATCH	0.00	0.00	0.00	0.00		
01-558-705	PW-TRANSFER TO DEBT SERVICE	0.00	0.00	0.00	0.00		
01-558-719	PW-TRANSFER TO CAPITAL FUND	0.00	0.00	0.00	0.00		
01-558-721	PW-TRANSFER TO 2018 BOND ISS	0.00	0.00	0.00	0.00		
01-558-722	PW-TRANSFER TO GF FOR ADMIN	0.00	0.00	0.00	0.00		
TOTAL OTHER		0.00	0.00	0.00	0.00		
TOTAL 58-PUBLIC WORKS		1,288,493.50	1,515,392.00	939,176.36	61.98		

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01 -GENERAL FUND
59-NON-DEPARTMENTAL

09-NON-DEPARTMENTAL		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>PERSONNEL SERVICES</u>							
01-559-141	HEALTH INS-SUBSIDY	2,808.40	8,400.00	2,756.20	32.81		
01-559-142	NON DEPT INS COMMISSION	22,053.70	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		24,862.10	8,400.00	2,756.20	32.81		
<u>SUPPLIES</u>							
01-559-205	NON-DEPT SUPPLIES	0.00	0.00	0.00	0.00		
TOTAL SUPPLIES		0.00	0.00	0.00	0.00		
<u>SERVICES</u>							
01-559-405	TELEPHONE EXPENSE	32,471.88	30,000.00	22,040.31	73.47		
01-559-422	CITY CONNECT	0.00	15,000.00	0.00	0.00		
01-559-445	SPECIAL SERVICES	0.00	8,800.00	1,374.62	15.62		
01-559-446	LIBRARY CONTRIBUTION	0.00	35,000.00	0.00	0.00		
01-559-447	EMS CONTRIBUTION	0.00	96,000.00	40,000.00	41.67		
01-559-459	REGIONAL TRANSPORTATION	0.00	41,080.00	41,080.00	100.00		
01-559-460	NON-DEPT-ANNUAL SOFTWARE MAINT	0.00	0.00	0.00	0.00		
01-559-465	NON-DEPT-GARBAGE BAGS	0.00	0.00	0.00	0.00		
01-559-474	NON-DEPT-APPRECIATION EXPENSE	0.00	0.00	0.00	0.00		
01-559-475	BANK CHARGES	2,419.74	7,000.00	1,670.95	23.87		
01-559-476	MAINT AGREEMENT OF TELEP SYSTE	0.00	0.00	0.00	0.00		
01-559-477	SALARY SURVEY IMPLEMENTAION	0.00	0.00	0.00	0.00		
01-559-478	NEWSLETTER	0.00	0.00	0.00	0.00		
01-559-479	DEVELOP-INCENTIVE TAX REBATE	0.00	3,022.00	0.00	0.00		
01-559-480	SOLID WASTE COST	1,922,916.75	1,947,047.00	800,384.35	41.11		
01-559-490	ANGLETON UNIVERSITY	0.00	0.00	4,329.45	0.00		
01-559-499	NON-DEPT MISCELLANEOUS	34,616.64	45,000.00	(51,619.96)	114.71		
TOTAL SERVICES		1,992,425.01	2,227,949.00	859,259.72	38.57		
<u>MISCELLANEOUS</u>							
01-559-505	GENERAL INSURANCE	594.00	21,813.00	21,376.16	98.00		
01-559-506	VEHICLE INSURANCE	0.00	51,616.00	49,645.00	96.18		
01-559-507	BUILDING INSURANCE	0.00	18,985.00	37,561.84	197.85		
01-559-520	NON-DEPT-CONTINGENCY	64,233.01	55,610.00	28,603.97	51.44		
01-559-521	TEXAS GULF BANK PAY OFF	0.00	0.00	0.00	0.00		
01-559-555	BAD DEBT EXPENSE	13,316.53	30,000.00	0.00	0.00		
01-559-599	COMP PLAN	0.00	162,532.00	0.00	0.00		
TOTAL MISCELLANEOUS		78,143.54	340,556.00	137,186.97	40.28		
<u>CAPITAL EXPENDITURES</u>							
01-559-625	NON-DEPT-CAPITAL	0.00	0.00	0.00	0.00		
01-559-635	CAPITAL UPGRADES	0.00	0.00	0.00	0.00		
TOTAL CAPITAL EXPENDITURES		0.00	0.00	0.00	0.00		

01 -GENERAL FUND
59-NON-DEPARTMENTAL

9-NON-DEPARTMENTAL		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
THER							
01-559-707	TRANSFER TO MC TECHNOLOGY	0.00	0.00	0.00	0.00		
01-559-713	TRANSFER TO KAB	0.00	0.00	0.00	0.00		
01-559-717	TRANSFER TO DOWNTOWN REVITALIZ	0.00	0.00	0.00	0.00		
01-559-726	TRANSFER TO CITY WIDE REPAIRS (60,000.00)	0.00	0.00	0.00		
01-559-743	TRANSFER TO PARKS FUND	0.00	0.00	0.00	0.00		
TOTAL OTHER		(60,000.00)	0.00	0.00	0.00		
TOTAL 59-NON-DEPARTMENTAL		2,035,430.65	2,576,905.00	999,202.89	38.78		

Item 6.

01 -GENERAL FUND
63-ST-RT OF WAY MAINT

63-ST-RT OF WAY MAINT		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
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<u>PERSONNEL SERVICES</u>							
01-563-105	PARK ROW - SALARIES	230,831.61	218,224.00	90,573.78	41.50		
01-563-110	PARK ROW - OVERTIME	2,105.57	3,750.00	227.97	6.08		
01-563-115	PARK ROW - LONGEVITY	840.00	2,805.00	2,520.00	89.84		
01-563-126	PARK ROW - CERTIFICATION	0.00	0.00	0.00	0.00		
01-563-128	PARK ROW - SPECIAL JOB PAY	0.00	0.00	0.00	0.00		
01-563-135	PARK ROW - FICA	16,446.25	17,305.00	7,128.45	41.19		
01-563-140	PARK ROW - HEALTH INS	68,177.13	73,395.00	25,154.80	34.27		
01-563-141	PARK ROW - INS SUBSIDY	0.00	0.00	0.00	0.00		
01-563-143	PHONE ALLOWANCE	0.00	1,440.00	366.62	25.46		
01-563-145	PARK ROW - WORKERS COMP	2,701.10	3,150.00	2,540.00	80.63		
01-563-150	PARK ROW - UNEMPLOYMENT	0.00	0.00	0.00	0.00		
01-563-155	PARK ROW - RETIREMENT	29,068.82	27,780.00	11,255.93	40.52		
01-563-165	PARK ROW - MEDICAL EXPENSE	130.00	0.00	145.00	0.00		
01-563-185	PARK ROW - PAYROLL ACCRUAL	(784.93)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		349,515.55	347,849.00	139,912.55	40.22		
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<u>SUPPLIES</u>							
01-563-215	PARK ROW - VEHICLE SUPPLIES	0.00	0.00	0.00	0.00		
01-563-216	PARK ROW - FUEL EXPENSE	1,930.25	6,300.00	0.00	0.00		
01-563-220	PARK ROW - EQUIPMENT SUPPLIES	4,218.03	6,500.00	837.59	12.89		
TOTAL SUPPLIES		6,148.28	12,800.00	837.59	6.54		
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<u>REPAIR & MAINTENANCE</u>							
01-563-310	PARK ROW - R&M EQUIPMENT	5,823.41	5,500.00	2,181.07	39.66		
TOTAL REPAIR & MAINTENANCE		5,823.41	5,500.00	2,181.07	39.66		
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<u>MISCELLANEOUS</u>							
01-563-510	PARK ROW - EMP APPRECIATION	0.00	0.00	0.00	0.00		
TOTAL MISCELLANEOUS		0.00	0.00	0.00	0.00		
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<u>CAPITAL EXPENDITURES</u>							
01-563-601	PARK ROW - VEHICLE CE	0.00	0.00	0.00	0.00		
01-563-625	PARK ROW - EQUIPMENT CE	752.38	11,000.00	0.00	0.00		
TOTAL CAPITAL EXPENDITURES		752.38	11,000.00	0.00	0.00		
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TOTAL 63-ST-RT OF WAY MAINT		362,239.62	377,149.00	142,931.21	37.90		
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TOTAL EXPENDITURES		15,819,214.10	17,228,079.00	8,445,171.33	49.02		
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REVENUE OVER/(UNDER) EXPENDITURES		(1,020,188.76)	0.00	2,366,771.04	0.00		
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Item 6.

03 -WATER FUND

	50.00% OF YEAR COMPLETED					
	(----- 2021-2022 -----)					
REVENUES	2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>UTILITIES INCOME</u>						
03-300-300 WATER INCOME	3,958,049.06	4,555,418.00	1,839,753.41	40.39		
03-300-301 WATER REVENUE	3,160.29	826.00	1,046.66	126.71		
03-300-303 CAF-WATER	6,977.10	7,508.00	9,660.60	128.67		
03-300-305 SEWER INCOME	2,093,963.00	2,918,890.00	1,027,946.89	35.22		
03-300-306 DOMESTIC SEWER	224,512.48	208,686.00	101,633.68	48.70		
03-300-307 CAF-SEWER	27,665.43	29,769.00	38,305.98	128.68		
03-300-310 GARBAGE INCOME	0.00	0.00	0.00	0.00		
03-300-311 RECYCLING INCOME	3,073.75	2,958.00	1,279.90	43.27		
03-300-315 CONNECTION INCOME	18,550.00	18,360.00	9,150.00	49.84		
03-300-320 PENALTY INCOME	151,257.68	126,192.00	102,998.48	81.62		
03-300-325 WATER TAPS	31,775.00	23,999.00	56,950.00	237.30		
03-300-330 SEWER TAPS	26,950.00	19,671.00	41,500.00	210.97		
03-300-331 2-WEEK CLEAN UP FEE	240.00	280.00	70.00	25.00		
03-300-333 TRANSFER FEES	1,775.00	1,880.00	507.91	27.02		
03-300-334 RECONNECT FEE	84,625.00	76,719.00	65,745.00	85.70		
03-300-337 LOCK REFUND	925.00	0.00	350.00	0.00		
TOTAL UTILITIES INCOME	6,633,498.79	7,991,156.00	3,296,898.51	41.26		
<u>FINES & PENALTIES</u>						
03-300-407 USER FEE REVENUE	35,410.00	36,111.00	18,098.00	50.12		
TOTAL FINES & PENALTIES	35,410.00	36,111.00	18,098.00	50.12		
<u>PARKS & RECREATION</u>						
03-300-719 LOAN PROCEEDS-INTERNAL FUND	0.00	0.00	0.00	0.00		
03-300-725 LEASE PURCHASE LOAN REVENUE	0.00	0.00	0.00	0.00		
TOTAL PARKS & RECREATION	0.00	0.00	0.00	0.00		
<u>MISCELLANEOUS</u>						
03-300-800 INTEREST INCOME	4,960.07	5,000.00	1,296.98	25.94		
03-300-802 FEMA REIMBURSEMENTS-HARVEY	0.00	0.00	0.00	0.00		
03-300-820 CASH OVER/SHORT	(18.11)	0.00	(168.00)	0.00		
03-300-892 MISCELLANEOUS REVENUE	2,848.02	0.00	423.60	0.00		
03-300-895 CLEARWIRE AGREEMENT	39,782.31	32,755.00	14,518.44	44.32		
03-300-898 GAIN/LOSS ON DISPOSAL OF ASSET	8,607.42	10,000.00	4,400.00	44.00		
03-300-899 MISCELLANEOUS	71,726.22	18,803.00	14,840.33	78.93		
TOTAL MISCELLANEOUS	127,905.93	66,558.00	35,311.35	53.05		
<u>TRANSFERS</u>						
03-300-900 TRANSFER FROM FUND BALANCE	457,000.00	0.00	0.00	0.00		
03-300-902 TRANSFER FROM GENERAL FUND	0.00	450,000.00	0.00	0.00		
03-300-903 TRANSFER FROM WATER FUND	0.00	(852,078.00)	(426,039.00)	50.00		
03-300-911 TRANSFER FROM FUND 111	0.00	0.00	0.00	0.00		
03-300-920 TRANSFER FROM FUND 120	0.00	0.00	0.00	0.00		
03-300-923 TRANSF FROM FUND 123	0.00	0.00	0.00	0.00		
03-300-972 TRANSFER FROM FUND 72	0.00	0.00	0.00	0.00		
03-300-973 TRANSFER FROM FUND 73	0.00	0.00	0.00	0.00		

CITY OF ANGLETON
DEPARTMENT MID-YEAR BUDGET REPORT
AS OF: MARCH 31ST, 2022

Item 6.

03 -WATER FUND

REVENUES	50.00% OF YEAR COMPLETED					
	(-----	2021-2022	-----			
	2020-2021	CURRENT	Y-T-D	PERCENT		
	ACTUAL	BUDGET	BALANCE	BUDGET	CHANGE	REQUIRED
03-300-976 TRANSFER FROM FUND 76	0.00	0.00	0.00	0.00		
03-300-977 TRANSFER FROM FUND 77	0.00	0.00	0.00	0.00		
03-300-978 TRANSFER FROM FUND 78	0.00	0.00	0.00	0.00		
TOTAL TRANSFERS	457,000.00	(402,078.00)	(426,039.00)	105.96		
TOTAL ????	7,253,814.72	7,691,747.00	2,924,268.86	38.02		
	=====	=====	=====	=====	=====	=====

Item 6.

03 -WATER FUND
60-COLLECTIONS

03-COLLECTIONS		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
PERSONNEL SERVICES							
03-560-105	COLLECT - SALARIES	118,256.60	145,092.00	67,373.57	46.44		
03-560-110	COLLECT - OVERTIME	973.76	2,766.00	615.98	22.27		
03-560-115	COLLECT - LONGEVITY	1,140.00	1,140.00	1,140.00	100.00		
03-560-126	COLLECT - CERTIFICATION	0.00	0.00	0.00	0.00		
03-560-128	COLLECT - SPECIAL JOB PAY	0.00	0.00	0.00	0.00		
03-560-135	COLLECT - FICA	8,842.71	11,398.00	5,069.55	44.48		
03-560-140	COLLECT - HEALTH INS	34,231.94	46,706.00	19,090.29	40.87		
03-560-141	COLLECT - INS SUBSIDY	0.00	0.00	0.00	0.00		
03-560-142	COLLECT - INS COMMISSION	0.00	0.00	0.00	0.00		
03-560-143	COLLECTIONS-PHONE ALLOWANCE	0.00	0.00	0.00	0.00		
03-560-145	COLLECT - WORKERS COMP	0.00	659.00	196.00	29.74		
03-560-150	COLLECT - UNEMPLOYMENT	0.00	0.00	0.00	0.00		
03-560-155	COLLECT - RETIREMENT	14,013.89	17,850.00	7,085.29	39.69		
03-560-160	COLLECT - PENSION	(8,910.83)	0.00	0.00	0.00		
03-560-161	COLLECT - OPEB EXPENSE	3,878.38	0.00	0.00	0.00		
03-560-165	COLLECT - MEDICAL EXPENSE	0.00	0.00	0.00	0.00		
03-560-185	COLLECT - PAYROLL ACCRUAL	(556.28)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		171,870.17	225,611.00	100,570.68	44.58		
SUPPLIES							
03-560-203	COLLECT - APPAREL	368.50	1,000.00	0.00	0.00		
03-560-205	COLLECT - GENERAL SUPPLIES	693.61	1,000.00	269.29	26.93		
03-560-211	COLLECT - POSTAGE	45,205.01	47,000.00	17,765.00	37.80		
03-560-216	COLLECT- FUEL EXPENSE	0.00	0.00	0.00	0.00		
03-560-220	COLLECT - EQUIPMENT SUPPLIES	2,132.79	3,500.00	440.52	12.59		
03-560-225	COLLECT - BILLING SUPPLIES	6,564.62	6,500.00	2,120.80	32.63		
03-560-226	NEW RESIDENT WELCOME KITS	0.00	0.00	0.00	0.00		
TOTAL SUPPLIES		54,964.53	59,000.00	20,595.61	34.91		
REPAIR & MAINTENANCE							
03-560-310	COLLECT - ANNUAL MAINT FEES	24,704.16	23,000.00	22,812.42	99.18		
03-560-311	METER SUPPLIES	0.00	0.00	0.00	0.00		
TOTAL REPAIR & MAINTENANCE		24,704.16	23,000.00	22,812.42	99.18		
SERVICES							
03-560-405	COLLECT - PHONES	720.00	720.00	300.00	41.67		
03-560-415	COLLECT - LEGAL/PROFESSIONAL	0.00	3,000.00	625.00	20.83		
03-560-425	COLLECT - TRAVEL/TRAINING	152.54	1,000.00	0.00	0.00		
03-560-455	COLLECT - CONTRACT LABOR	0.00	0.00	0.00	0.00		
03-560-476	COLLECT - CREDIT CARD FEES	32,210.53	30,000.00	13,758.02	45.86		
03-560-477	COLLECT - INTERNET CC FEES	48,240.65	47,500.00	21,011.78	44.24		
TOTAL SERVICES		81,323.72	82,220.00	35,694.80	43.41		

Item 6.

03 -WATER FUND
60-COLLECTIONS

60-COLLECTIONS		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>MISCELLANEOUS</u>							
03-560-503	COLLECT - SURETY/NOTARY FEE	0.00	0.00	0.00	0.00		
03-560-507	COLLECT - BUILDING INSURANCE	27,631.50	30,000.00	29,956.00	99.85		
03-560-508	COLLECT - INSURANCE COMMISSION	0.00	0.00	0.00	0.00		
03-560-510	COLLECT - EMP APPRECIATION	375.00	0.00	0.00	0.00		
03-560-516	COLLECT - AMORT/ISSUE COST	0.00	0.00	0.00	0.00		
03-560-535	COLLECT - LEASE PAYMENTS	2,029.28	3,400.00	1,070.41	31.48		
03-560-545	COLLECT - DEPRECIATION	1,038,613.72	0.00	0.00	0.00		
03-560-555	COLLECT - BAD DEBT EXPENSE	49,435.21	70,000.00	0.00	0.00		
03-560-599	COLLECT - MISCELLANEOUS	(128.77)	0.00	0.00	0.00		
TOTAL MISCELLANEOUS		1,117,955.94	103,400.00	31,026.41	30.01		
<u>CAPITAL EXPENDITURES</u>							
03-560-625	COLLECT - EQUIPMENT CE	847.93	3,000.00	0.00	0.00		
TOTAL CAPITAL EXPENDITURES		847.93	3,000.00	0.00	0.00		
<u>OTHER</u>							
03-560-700	TRANSFER TO FUND BALANCE	0.00	0.00	0.00	0.00		
03-560-701	WATER-TRANS TO CAPT-ENTERPRIS	22,599.96	22,600.00	11,299.98	50.00		
03-560-702	TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00		
03-560-704	TRANSFER TO HOTEL	0.00	0.00	0.00	0.00		
03-560-719	TRANSFER TO CAPITAL LOAN	10,200.00	10,200.00	5,100.00	50.00		
03-560-726	TRANSFER TO CITY WIDE REPAIRS	0.00	0.00	0.00	0.00		
03-560-741	TRANSFTO FUND 41 UNEMPLOYMENT	1,987.00	0.00	0.00	0.00		
03-560-760	TRANSFER TO REC CENTER	0.00	0.00	0.00	0.00		
TOTAL OTHER		34,786.96	32,800.00	16,399.98	50.00		
TOTAL 60-COLLECTIONS		1,486,453.41	529,031.00	227,099.90	42.93		

Item 6.

03 -WATER FUND
65-WATER DEPARTMENT

		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>PERSONNEL SERVICES</u>							
03-565-105	WATER - SALARIES	322,759.22	340,599.00	173,868.67	51.05		
03-565-106	WATER - ON CALL	5,353.40	6,000.00	2,726.00	45.43		
03-565-110	WATER - OVERTIME	42,388.40	25,189.00	21,895.76	86.93		
03-565-115	WATER - LONGEVITY	4,344.00	3,636.00	3,762.00	103.47		
03-565-120	WATER - HURRICANE OT PAY	0.00	0.00	0.00	0.00		
03-565-125	WATER - AUTO ALLOWANCE	3,923.06	2,160.00	1,799.98	83.33		
03-565-126	WATER - CERTIFICATION	8,771.91	4,671.00	3,716.77	79.57		
03-565-128	WATER - SPECIAL JOB PAY	0.00	480.00	0.00	0.00		
03-565-135	WATER - FICA	27,563.14	28,820.00	15,160.68	52.60		
03-565-140	WATER - HEALTH INS	68,854.54	93,411.00	37,736.73	40.40		
03-565-141	WATER - INS SUBSIDY	0.00	0.00	0.00	0.00		
03-565-143	WATER- PHONE ALLOWANCE	468.00	0.00	224.00	0.00		
03-565-145	WATER - WORKERS COMP	9,816.93	10,000.00	10,134.00	101.34		
03-565-150	WATER - UNEMPLOYMENT	0.00	0.00	0.00	0.00		
03-565-155	WATER - RETIREMENT	44,364.51	46,263.00	23,410.45	50.60		
03-565-160	WATER - PENSION	(25,095.05)	0.00	0.00	0.00		
03-565-165	WATER - MEDICAL EXPENSE	265.00	0.00	0.00	0.00		
03-565-185	WATER - PAYROLL ACCRUAL	(2,683.74)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		511,093.32	561,229.00	294,435.04	52.46		
<u>SUPPLIES</u>							
03-565-203	WATER - APPAREL	4,000.00	4,000.00	4,215.96	105.40		
03-565-205	WATER - GENERAL SUPPLIES	10,851.92	10,000.00	5,404.22	54.04		
03-565-210	WATER - OFFICE SUPPLIES	3,208.64	5,000.00	1,323.05	26.46		
03-565-215	WATER - VEHICLE SUPPLIES	3,439.20	3,500.00	215.82	6.17		
03-565-216	WATER - FUEL EXPENSE	21,228.46	18,000.00	9,253.82	51.41		
03-565-220	WATER - EQUIPMENT SUPPLIES	5,158.51	5,000.00	47.59	0.95		
03-565-221	WATER - SMALL EQUIPMENT	4,095.67	3,000.00	2,784.62	92.82		
03-565-224	WATER - WATER PURCHASES	2,154,960.00	2,294,820.00	913,248.00	39.80		
03-565-225	WATER - CHEMICAL SUPPLIES	8,283.11	10,000.00	3,451.02	34.51		
03-565-226	CHEMICALS	0.00	500.00	0.00	0.00		
TOTAL SUPPLIES		2,215,225.51	2,353,820.00	939,944.10	39.93		
<u>REPAIR & MAINTENANCE</u>							
03-565-305	WATER - R&M VEHICLES	4,706.80	5,000.00	1,844.94	36.90		
03-565-310	WATER - R&M EQUIPMENT	14,294.80	8,000.00	2,649.04	33.11		
03-565-311	WATER - METERS	5,695.30	40,000.00	34,330.00	85.83		
03-565-315	WATER - R&M INFRASTRUCTURE	114,854.40	120,000.00	134,009.33	111.67		
03-565-320	WATER - R&M BUILDINGS	25,923.46	30,000.00	4,144.56	13.82		
03-565-325	WATER - R&M OTHER	0.00	0.00	0.00	0.00		
03-565-330	WATER - HYDRANT PAINTING	7,520.00	25,000.00	16,480.00	65.92		
TOTAL REPAIR & MAINTENANCE		172,994.76	228,000.00	193,457.87	84.85		

Item 6.

03 -WATER FUND
65-WATER DEPARTMENT

65-WATER DEPARTMENT		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>SERVICES</u>							
03-565-405	WATER - PHONES	11,999.71	10,000.00	7,612.42	76.12		
03-565-410	WATER - UTILITIES	50,865.29	46,000.00	22,896.08	49.77		
03-565-415	WATER - LEGAL/PROFESSIONAL	31,468.64	45,000.00	8,156.77	18.13		
03-565-416	WATER - REGULATORY FEES	23,211.65	30,000.00	24,158.63	80.53		
03-565-417	WATER - LABORATORY FEES	16,874.85	25,000.00	9,438.31	37.75		
03-565-420	WATER - DUES/SUBSCRIPTIONS	1,016.94	860.00	1,920.00	223.26		
03-565-425	WATER - TRAVEL/TRAINING	4,208.50	4,000.00	4,580.81	114.52		
03-565-440	WATER - RENTAL EXPENSE	174.01	1,000.00	131.42	13.14		
03-565-455	WATER - CONTRACT LABOR	7,507.16	7,000.00	0.00	0.00		
TOTAL SERVICES		147,326.75	168,860.00	78,894.44	46.72		
<u>MISCELLANEOUS</u>							
03-565-506	WATER - VEHICLE INSURANCE	14,259.94	17,397.00	16,733.00	96.18		
03-565-510	WATER - EMP APPRECIATION	151.76	300.00	0.00	0.00		
03-565-520	WATER - CONTINGENCY	3,700.00	25,000.00	0.00	0.00		
03-565-532	WATER - INTEREST EXPENSE	156,772.96	0.00	0.00	0.00		
03-565-535	WATER - LEASE PAYMENTS	2,977.73	3,000.00	1,059.04	35.30		
03-565-550	WATER - EMERG MANAGEMENT	22,907.40	30,000.00	0.00	0.00		
03-565-570	WATER - EMG MGMT GENERATOR	0.00	0.00	0.00	0.00		
03-565-599	WATER - MISCELLANEOUS	183.68	8,000.00	0.00	0.00		
TOTAL MISCELLANEOUS		200,953.47	83,697.00	17,792.04	21.26		
<u>CAPITAL EXPENDITURES</u>							
03-565-605	WATER - LEASE/PURCHASE CE	7,663.88	15,000.00	0.00	0.00		
03-565-610	WATER - UPGRADE EXIST LINES	105.00	50,000.00	0.00	0.00		
03-565-626	WATER - SMALL EQUIPMENT CE	0.00	0.00	0.00	0.00		
TOTAL CAPITAL EXPENDITURES		7,768.88	65,000.00	0.00	0.00		
<u>OTHER</u>							
03-565-701	WATER-TRANSFER TO GENERAL	0.00	0.00	0.00	0.00		
03-565-705	WATER TRANSFER TO DEBT SERVICE	2,000.50	649,386.00	324,572.52	49.98		
03-565-711	TRANS TO CENTRAL ASSB OF GOD	0.00	0.00	0.00	0.00		
03-565-719	TRANSFER TO CAPTIAL LOAN	0.00	0.00	0.00	0.00		
03-565-723	TRANS TO GF FOR ADMIN EXP	0.00	0.00	0.00	0.00		
03-565-729	TRANSFER TO FUND 129	315,813.00	0.00	0.00	0.00		
03-565-741	TRANSF TO FUND 41 UNEMPLOYMENT	0.00	0.00	0.00	0.00		
03-565-781	TRANSFER TO CAPITAL WT& SEW	0.00	0.00	0.00	0.00		
TOTAL OTHER		317,813.50	649,386.00	324,572.52	49.98		
TOTAL 65-WATER DEPARTMENT		3,573,176.19	4,109,992.00	1,849,096.01	44.99		

03 -WATER FUND
70-SEWER DEPARTMENT

		50.00% OF YEAR COMPLETED				
		(----- 2021-2022 -----)				
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE REQUIRED
<u>PERSONNEL SERVICES</u>						
03-570-105	SEWER - SALARIES	334,628.40	421,291.00	199,149.58	47.27	
03-570-106	SEWER - ON CALL	4,432.65	6,000.00	1,827.00	30.45	
03-570-110	SEWER - OVERTIME	32,047.86	37,572.00	15,631.56	41.60	
03-570-115	SEWER - LONGEVITY	3,072.00	3,492.00	2,964.00	84.88	
03-570-120	SEWER - HURRICANE OT PAY	0.00	0.00	0.00	0.00	
03-570-126	SEWER - CERTIFICATION	2,144.67	468.00	699.43	149.45	
03-570-128	SEWER - SPECIAL JOB PAY	0.00	480.00	0.00	0.00	
03-570-135	SEWER - FICA	28,529.19	35,443.00	16,867.64	47.59	
03-570-140	SEWER - HEALTH INS	102,814.60	142,784.00	54,184.30	37.95	
03-570-141	SEWER - INS SUBSIDY	0.00	0.00	0.00	0.00	
03-570-143	SEWER- PHONE ALLOWANCE	468.00	0.00	390.14	0.00	
03-570-145	SEWER - WORKERS COMP	8,275.63	8,500.00	8,511.00	100.13	
03-570-150	SEWER - UNEMPLOYMENT	0.00	0.00	0.00	0.00	
03-570-155	SEWER - RETIREMENT	48,096.17	56,894.00	26,959.96	47.39	
03-570-160	SEWER - PENSION	(26,334.76)	0.00	0.00	0.00	
03-570-165	SEWER - MEDICAL EXPENSE	0.00	0.00	0.00	0.00	
03-570-185	SEWER - PAYROLL ACCRUAL	(2,431.86)	0.00	0.00	0.00	
TOTAL PERSONNEL SERVICES		535,742.55	712,924.00	327,184.61	45.89	
<u>SUPPLIES</u>						
03-570-203	SEWER - APPAREL	4,946.86	4,000.00	3,474.29	86.86	
03-570-205	SEWER - GENERAL SUPPLIES	7,082.32	4,500.00	5,496.93	122.15	
03-570-210	SEWER - OFFICE SUPPLIES	478.05	350.00	301.20	86.06	
03-570-215	SEWER - VEHICLE SUPPLIES	2,913.25	1,000.00	809.82	80.98	
03-570-216	SEWER - FUEL EXPENSE	16,268.71	14,150.00	9,951.63	70.33	
03-570-220	SEWER - EQUIPMENT SUPPLIES	4,763.04	6,000.00	3,801.40	63.36	
03-570-221	SEWER - SMALL EQUIPMENT	188.48	1,000.00	750.00	75.00	
03-570-223	SEWER - EQUIPMENT RENTAL	0.00	1,000.00	0.00	0.00	
03-570-225	SEWER - CHEMICAL SUPPLIES	185.78	2,000.00	559.40	27.97	
TOTAL SUPPLIES		36,826.49	34,000.00	25,144.67	73.95	
<u>REPAIR & MAINTENANCE</u>						
03-570-305	SEWER - R&M VEHICLES	5,308.64	3,000.00	7,854.38	261.81	
03-570-310	SEWER - R&M EQUIPMENT	21,195.09	6,750.00	4,206.70	62.32	
03-570-315	SEWER - R&M INFRASTRUCTURE	94,729.15	200,000.00	115,716.04	57.86	
03-570-320	SEWER - R&M BUILDINGS	36.23	6,000.00	0.00	0.00	
TOTAL REPAIR & MAINTENANCE		121,269.11	215,750.00	127,777.12	59.22	
<u>SERVICES</u>						
03-570-405	SEWER - PHONES	815.63	2,160.00	294.83	13.65	
03-570-410	SEWER - UTILITIES	69,671.62	62,000.00	27,455.86	44.28	
03-570-415	SEWER - LEGAL/PROFESSIONAL	11,967.50	20,000.00	4,219.64	21.10	
03-570-420	SEWER - DUES/SUBSCRIPTIONS	0.00	860.00	0.00	0.00	
03-570-425	SEWER - TRAVEL/TRAINING	974.08	5,300.00	901.08	17.00	
TOTAL SERVICES		83,428.83	90,320.00	32,871.41	36.39	

Item 6.

03 -WATER FUND
70-SEWER DEPARTMENT

70-SEWER DEPARTMENT		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>MISCELLANEOUS</u>							
03-570-506	SEWER - VEHICLE INSURANCE	3,225.32	4,000.00	3,847.00	96.18		
03-570-508	SEWER - BOILER/MACHINE INS	0.00	0.00	0.00	0.00		
03-570-510	SEWER - EMP APPRECIATION	300.00	0.00	0.00	0.00		
03-570-520	SEWER - CONTINGENCY	18,673.97	25,000.00	15,450.00	61.80		
03-570-530	SEWER-MISCELLANEOUS	0.00	0.00	0.00	0.00		
03-570-532	SEWER - INTEREST EXPENSE	143,029.34	0.00	0.00	0.00		
TOTAL MISCELLANEOUS		165,228.63	29,000.00	19,297.00	66.54		
<u>CAPITAL EXPENDITURES</u>							
03-570-610	SEWER - UPGRADE EXIST LINE	5,256.70	150,000.00	52,590.24	35.06		
03-570-623	SEWER - CAPTIAL PURCHASES	0.00	0.00	0.00	0.00		
TOTAL CAPITAL EXPENDITURES		5,256.70	150,000.00	52,590.24	35.06		
<u>OTHER</u>							
03-570-701	SEWER-TRANSFER TO GENERAL	0.00	0.00	0.00	0.00		
03-570-705	SEWER TRANSFER TO DEBT SERVICE	8,310.35	649,387.00	324,572.52	49.98		
03-570-711	TRANSTO CENTRAL ASSEM-FUND111	0.00	0.00	0.00	0.00		
03-570-720	TRRANS TO FUND 120	0.00	0.00	0.00	0.00		
03-570-773	TRANSFER TO FUND 73-2015 CDBG	0.00	0.00	0.00	0.00		
TOTAL OTHER		8,310.35	649,387.00	324,572.52	49.98		
TOTAL 70-SEWER DEPARTMENT		956,062.66	1,881,381.00	909,437.57	48.34		

Item 6.

03 -WATER FUND
71-PLANT OPERATIONS

PL-PLANT OPERATIONS		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>PERSONNEL SERVICES</u>							
03-571-105	PLANT OP - SALARIES	179,526.05	267,390.00	92,145.07	34.46		
03-571-106	PLANT OP - ON CALL	2,653.50	2,500.00	1,319.50	52.78		
03-571-110	PLANT OP - OVERTIME	40,442.76	26,739.00	19,827.88	74.15		
03-571-115	PLANT OP - LONGEVITY	2,160.00	2,040.00	2,280.00	111.76		
03-571-120	PLANT OP - HURRICANE OT PAY	0.00	0.00	0.00	0.00		
03-571-126	PLANT OP - CERTIFICATION	13,100.76	6,831.00	5,638.78	82.55		
03-571-128	PLANT OP - SPECIAL JOB PAY	0.00	3,600.00	0.00	0.00		
03-571-135	PLANT OP - FICA	19,340.07	23,455.00	10,439.43	44.51		
03-571-140	PLANT OP - HEALTH INS	36,756.30	53,377.00	17,734.80	33.23		
03-571-141	PLANT OP - INS SUBSIDY	0.00	0.00	0.00	0.00		
03-571-145	PLANT OP - WORKERS COMP	5,417.70	6,500.00	6,484.00	99.75		
03-571-150	PLANT OP - UNEMPLOYMENT	0.00	0.00	0.00	0.00		
03-571-155	PLANT OP - RETIREMENT	28,533.65	37,651.00	15,171.64	40.30		
03-571-160	PLANT OP - PENSION	(17,526.73)	0.00	0.00	0.00		
03-571-161	PLANT OP - OPEB EXPENSE	3,878.38	0.00	0.00	0.00		
03-571-165	PLANT OP - MEDICAL EXPENSE	0.00	0.00	0.00	0.00		
03-571-185	PLANT OP - PAYROLL ACCRUAL	(1,344.53)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		312,937.91	430,083.00	171,041.10	39.77		
<u>SUPPLIES</u>							
03-571-203	PLANT OP - APPAREL	2,228.83	2,000.00	2,284.80	114.24		
03-571-205	PLANT OP - GENERAL SUPPLIES	5,680.72	5,200.00	2,178.56	41.90		
03-571-210	PLANT OP - OFFICE SUPPLIES	1,346.83	1,500.00	581.16	38.74		
03-571-215	PLANT OP - VEHICLE SUPPLIES	1,393.05	1,000.00	47.97	4.80		
03-571-216	PLANT OP - FUEL EXPENSE	8,599.68	6,000.00	5,252.44	87.54		
03-571-220	PLANT OP - EQUIPMENT SUPPLIES	1,413.81	3,000.00	29.71	0.99		
03-571-221	PLANT OP - SMALL EQUIPMENT	40.10	1,000.00	0.00	0.00		
03-571-223	PLANT OP - EQUIPMENT RENTAL	147.64	500.00	0.00	0.00		
03-571-224	PLANT OP - LAB SUPPLIES	1,276.05	2,200.00	3,023.95	137.45		
03-571-226	PLANT OP - CHEMICAL SUPPLIES	31,692.15	30,000.00	9,455.24	31.52		
TOTAL SUPPLIES		53,818.86	52,400.00	22,853.83	43.61		
<u>REPAIR & MAINTENANCE</u>							
03-571-305	PLANT OP - R&M VEHICLES	613.34	2,000.00	49.00	2.45		
03-571-310	PLANT OP - R&M EQUIPMENT	5,425.45	3,000.00	142.69	4.76		
03-571-315	PLANT OP - R&M INFRASTRUCTURE	26,350.77	200,000.00	84,099.97	42.05		
03-571-316	PLANT OP - SLUDGE	125,493.81	110,000.00	27,065.25	24.60		
03-571-320	PLANT OP - R&M BUILDINGS	35,480.47	40,000.00	23,762.96	59.41		
TOTAL REPAIR & MAINTENANCE		193,363.84	355,000.00	135,119.87	38.06		

Item 6.

03 -WATER FUND
71-PLANT OPERATIONS

71-PLANT OPERATIONS		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
SERVICES							
03-571-405	PLANT OP - PHONES	2,877.27	4,500.00	758.77	16.86		
03-571-410	PLANT OP - UTILITIES	191,175.40	175,000.00	71,395.95	40.80		
03-571-415	PLANT OP - LEGAL/PROFESSIONAL	372,309.50	50,000.00	163,090.39	326.18		
03-571-416	PLANT OP - REGULATORY FEES	27,701.21	30,000.00	27,803.72	92.68		
03-571-417	PLANT OP - LABORATORY FEES	50,363.25	42,000.00	17,630.14	41.98		
03-571-420	PLANT OP - DUES/SUBSCRIPTIONS	476.94	860.00	0.00	0.00		
03-571-425	PLANT OP - TRAVEL/TRAINING	2,472.00	4,000.00	616.50	15.41		
TOTAL SERVICES		647,375.57	306,360.00	281,295.47	91.82		
MISCELLANEOUS							
03-571-506	PLANT OP - VEHICLE INSURANCE	1,506.35	2,000.00	1,924.00	96.20		
03-571-510	PLANT OP - EMP APPRECIATION	0.00	500.00	0.00	0.00		
03-571-535	PLANT OP - LEASE PAYMENTS	421.56	0.00	0.00	0.00		
TOTAL MISCELLANEOUS		1,927.91	2,500.00	1,924.00	76.96		
CAPITAL EXPENDITURES							
03-571-608	PLANT OP - EQUIPMENT PURCHASE	0.00	25,000.00	11,188.00	44.75		
TOTAL CAPITAL EXPENDITURES		0.00	25,000.00	11,188.00	44.75		
TOTAL 71-PLANT OPERATIONS		1,209,424.09	1,171,343.00	623,422.27	53.22		
TOTAL EXPENDITURES		7,225,116.35	7,691,747.00	3,609,055.75	46.92		
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REVENUE OVER/ (UNDER) EXPENDITURES		28,698.37	0.00	(684,786.89)	0.00		
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Item 6.

11 -COMMUNITY EVENTS

	50.00% OF YEAR COMPLETED					
	(----- 2021-2022 -----)					
REVENUES	2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
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PARKS & RECREATION						
11-300-700 TRANSF FROM FUND BALANCE	16,000.34	0.00	0.00	0.00		
11-300-701 TRANSFER FROM GF	36,537.00	0.00	0.00	0.00		
TOTAL PARKS & RECREATION	52,537.34	0.00	0.00	0.00		
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MISCELLANEOUS						
11-300-800 MARKET DAYS REV-NOVEMBER	29,545.00	57,000.00	57,850.00	101.49		
11-300-801 INTEREST INCOME	16.19	100.00	23.72	23.72		
11-300-805 MARKET DAYS REV-MARCH	0.00	51,900.00	39,050.00	75.24		
11-300-810 FREEDOM FESTIVAL REVENUE	0.00	10,000.00	0.00	0.00		
11-300-815 HOC-VENDORS	0.00	13,000.00	9,569.66	73.61		
11-300-820 OTHER EVENTS REVENUE	175.00	0.00	0.00	0.00		
TOTAL MISCELLANEOUS	29,736.19	132,000.00	106,493.38	80.68		
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TOTAL ????	82,273.53	132,000.00	106,493.38	80.68		
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11 -COMMUNITY EVENTS
57-ECONOMIC DEVELOPMENT

57-ECONOMIC DEVELOPMENT		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
		2020-2021	CURRENT	Y-T-D	PERCENT	CHANGE	REQUIRED
EXPENDITURES		ACTUAL	BUDGET	BALANCE	BUDGET		
<u>PERSONNEL SERVICES</u>							
11-557-105	EVENTS - SALARIES	0.00	0.00	0.00	0.00		
11-557-110	EVENTS - OVERTIME	0.00	0.00	0.00	0.00		
11-557-135	EVENTS - FICA	0.00	0.00	0.00	0.00		
11-557-140	EVENTS - HEALTH INS	0.00	0.00	0.00	0.00		
11-557-141	EVENTS - INS SUBSIDY	0.00	0.00	0.00	0.00		
11-557-145	EVENTS - WORKERS COMP	0.00	0.00	0.00	0.00		
11-557-155	EVENTS - RETIREMENT	0.00	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		0.00	0.00	0.00	0.00		
<u>SUPPLIES</u>							
11-557-205	EVENTS - GENERAL SUPPLIES	147.24	1,000.00	645.00	64.50		
11-557-212	EVENTS - MAYORS APP DINNER	12,161.38	16,000.00	0.00	0.00		
TOTAL SUPPLIES		12,308.62	17,000.00	645.00	3.79		
<u>REPAIR & MAINTENANCE</u>							
11-557-310	EVENTS - R&M EQUIPMENT	0.00	0.00	0.00	0.00		
11-557-315	PROFESSIONAL PRINTING	4,968.00	5,000.00	5,000.00	100.00		
11-557-316	HOC-CHARITABLE CONTRIBUTION	0.00	13,000.00	0.00	0.00		
TOTAL REPAIR & MAINTENANCE		4,968.00	18,000.00	5,000.00	27.78		
<u>SERVICES</u>							
11-557-427	CONCERT IN THE PARK	36,172.40	37,000.00	815.00	2.20		
11-557-463	MARKET DAYS EXPENSE	0.00	10,000.00	2,353.00	23.53		
11-557-464	HEART OF CHRISTMAS	2,780.46	20,000.00	22,048.51	110.24		
11-557-465	FREEDOM FESTIVAL	25,869.05	30,000.00	0.00	0.00		
11-557-466	VOLUNTEER APPRECIATION	0.00	0.00	0.00	0.00		
11-557-476	BANK CREDIT CARD CHARGES	0.00	0.00	0.00	0.00		
TOTAL SERVICES		64,821.91	97,000.00	25,216.51	26.00		
<u>MISCELLANEOUS</u>							
11-557-506	BUSINESS EXPENSE	0.00	0.00	0.00	0.00		
TOTAL MISCELLANEOUS		0.00	0.00	0.00	0.00		
<u>CAPITAL EXPENDITURES</u>							
11-557-625	CAPITAL EXPENSE	0.00	0.00	0.00	0.00		
TOTAL CAPITAL EXPENDITURES		0.00	0.00	0.00	0.00		
<u>OTHER</u>							
11-557-701	TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00		
11-557-721	TRANSFER TO FUND BALANCE	0.00	0.00	0.00	0.00		
11-557-722	TRANSF LIVABLE CENTER STUDY	0.00	0.00	0.00	0.00		
11-557-760	TRANSFER TO REC CENTER	0.00	0.00	0.00	0.00		
TOTAL OTHER		0.00	0.00	0.00	0.00		
TOTAL 57-ECONOMIC DEVELOPMENT		82,098.53	132,000.00	30,861.51	23.38		
TOTAL EXPENDITURES		82,098.53	132,000.00	30,861.51	23.38		
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REVENUE OVER/(UNDER) EXPENDITURES		175.00	0.00	75,631.87	0.00		
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Item 6.

13 -KEEP ANGELTON BEAUTIFUL

	50.00% OF YEAR COMPLETED					
	(----- 2021-2022 -----)					
REVENUES	2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
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UTILITIES INCOME						
13-300-303 KAB-MEMBERSHIPS	1,450.00	1,500.00	200.00	13.33		
13-300-306 TRASH BAG REVENUE	2,835.00	2,000.00	2,275.00	113.75		
TOTAL UTILITIES INCOME	4,285.00	3,500.00	2,475.00	70.71		
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PARKS & RECREATION						
13-300-701 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00		
TOTAL PARKS & RECREATION	0.00	0.00	0.00	0.00		
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MISCELLANEOUS						
13-300-800 INTEREST INCOME	98.11	125.00	24.29	19.43		
13-300-804 KAB DONATIONS	23,042.73	24,000.00	9,698.70	40.41		
13-300-805 DONATIONS	0.00	1,500.00	6,500.00	433.33		
13-300-810 KAB AWARDS	0.00	0.00	0.00	0.00		
13-300-811 TRANS FROM GF-COURT FINES	0.00	0.00	0.00	0.00		
13-300-812 KAB-WASTE CONNECTION INCOME	5,500.00	5,000.00	2,500.00	50.00		
13-300-813 PLANTER ADVERTISING	0.00	0.00	0.00	0.00		
13-300-899 MISCELLANEOUS	0.00	0.00	0.00	0.00		
TOTAL MISCELLANEOUS	28,640.84	30,625.00	18,722.99	61.14		
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TRANSFERS						
13-300-900 TRANSFER FROM FUND BALANCE	36,990.35	0.00	0.00	0.00		
13-300-901 TRANSFER FROM GF BALANCE	0.00	60,000.00	0.00	0.00		
TOTAL TRANSFERS	36,990.35	60,000.00	0.00	0.00		
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TOTAL ????	69,916.19	94,125.00	21,197.99	22.52		
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Item 6.

13 -KEEP ANGELTON BEAUTIFUL
00-ADMINISTRATION

ADMINISTRATION		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>PERSONNEL SERVICES</u>							
13-500-105	KAB - SALARIES	0.00	0.00	0.00	0.00		
13-500-110	KAB - OVERTIME	0.00	0.00	0.00	0.00		
13-500-115	KAB - LONGEVITY	0.00	0.00	0.00	0.00		
13-500-126	KAB - CERTIFICATION	0.00	0.00	0.00	0.00		
13-500-135	KAB - FICA	0.00	0.00	0.00	0.00		
13-500-140	KAB - HEALTH INS	0.00	0.00	0.00	0.00		
13-500-145	KAB - WORKER'S COMP	0.00	0.00	0.00	0.00		
13-500-155	KAB - RETIREMENT	0.00	0.00	0.00	0.00		
13-500-185	KAB - PARYOLL ACCRUAL	0.00	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		0.00	0.00	0.00	0.00		
<u>UPPLIES</u>							
13-500-203	KAB - APPAREL	394.36	400.00	0.00	0.00		
13-500-205	KAB - GENERAL SUPPLIES	1,426.98	1,500.00	87.36	5.82		
13-500-206	KAB - EDUCATION SUPPLIES	0.00	0.00	0.00	0.00		
13-500-207	KAB - AWARDS & RECOGNITION	366.83	400.00	0.00	0.00		
13-500-210	KAB - OFFICE SUPPLIES	98.64	0.00	0.00	0.00		
TOTAL SUPPLIES		2,286.81	2,300.00	87.36	3.80		
<u>REPAIR & MAINTENANCE</u>							
13-500-325	KAB - R&M OTHER	0.00	0.00	0.00	0.00		
TOTAL REPAIR & MAINTENANCE		0.00	0.00	0.00	0.00		
<u>SERVICES</u>							
13-500-406	KAB - CLEAN UP COST	8,016.46	10,375.00	2,004.00	19.32		
13-500-407	KAB - BEAUTIFICATION	14,094.63	10,000.00	347.20	3.47		
13-500-408	KAB - EDUCATION	298.15	500.00	0.00	0.00		
13-500-420	KAB - DUES & SUBSCRIPTIONS	611.00	350.00	200.00	57.14		
13-500-425	KAB - TRAVEL & TRAINING	707.06	6,500.00	8,043.68	123.75		
13-500-430	KAB - PLANTER MAINTENANCE	1,946.36	2,000.00	0.00	0.00		
13-500-455	KAB - CONTRACT LABOR	0.00	0.00	0.00	0.00		
13-500-466	KAB - ADVERTISING	2,166.37	1,600.00	10.00	0.63		
13-500-468	KAB - AWARD EXPENSE	0.00	0.00	0.00	0.00		
TOTAL SERVICES		27,840.03	31,325.00	10,604.88	33.85		
<u>MISCELLANEOUS</u>							
13-500-525	KAB - APPRECIATION BOARD	467.55	500.00	231.82	46.36		
13-500-555	KAB - BAD DEBT EXPENSE	0.00	0.00	0.00	0.00		
TOTAL MISCELLANEOUS		467.55	500.00	231.82	46.36		

Item 6.

13 -KEEP ANGELTON BEAUTIFUL
00-ADMINISTRATION

00-ADMINISTRATION		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
CAPITAL EXPENDITURES							
13-500-605	KAB - CAPITAL EXPENSE	38,375.00	0.00	0.00	0.00		
13-500-615	INFRASTRUCTURE CE	0.00	60,000.00	0.00	0.00		
TOTAL CAPITAL EXPENDITURES		38,375.00	60,000.00	0.00	0.00		
OTHER							
13-500-700	TRANSFER TO FUND BALANCE	0.00	0.00	0.00	0.00		
13-500-717	TRANSFER TO FUND 117	0.00	0.00	0.00	0.00		
TOTAL OTHER		0.00	0.00	0.00	0.00		
TOTAL 00-ADMINISTRATION		68,969.39	94,125.00	10,924.06	11.61		
TOTAL EXPENDITURES		68,969.39	94,125.00	10,924.06	11.61		
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REVENUE OVER/ (UNDER) EXPENDITURES		946.80	0.00	10,273.93	0.00		
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Item 6.

60 -ANGLETON ACTIVITY CENTER

REVENUES	50.00% OF YEAR COMPLETED					
	(----- 2020-2021	(----- 2021-2022	(-----	(-----	(-----	(-----
	ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
PARKS & RECREATION						
60-300-711 FAMILY MEMBERSHIP	51,913.94	61,019.00	25,090.00	41.12		
60-300-712 INDIVIDUAL MEMBERSHIP	30,849.94	47,372.00	17,281.38	36.48		
60-300-713 SENIOR MEMBERSHIPS	39,600.19	54,276.00	19,333.25	35.62		
60-300-715 ROOM RENTAL FEES	26,726.00	42,358.00	21,093.00	49.80		
60-300-716 DAILY ENTRY FEE	131,256.25	119,671.00	40,909.00	34.18		
60-300-717 OTHER	590.50	872.00	236.00	27.06		
60-300-718 MEMBERSHIP YOUTH	2,435.00	1,848.00	555.00	30.03		
60-300-719 MILITARY MEMBERSHIPS	4,185.00	2,950.00	2,573.00	87.22		
60-300-740 TRANSFER FROM ABLC	778,464.00	820,505.00	410,252.52	50.00		
60-300-741 TRANSFER FROM ABL-MO CAPITAL	0.00	105,032.00	0.00	0.00		
60-300-750 LOAN PROCEEDS	0.00	0.00	0.00	0.00		
60-300-751 TRANSFER FROM ABLC-INFRACT	0.00	0.00	0.00	0.00		
TOTAL PARKS & RECREATION	1,066,020.82	1,255,903.00	537,323.15	42.78		
MISCELLANEOUS						
60-300-800 INTEREST	140.98	415.00	19.05	4.59		
60-300-801 TRANSFER FROM SWIMMING POOL FU	0.00	0.00	0.00	0.00		
60-300-802 FEMA REIMBURSEMENTS-HARVEY	0.00	0.00	0.00	0.00		
60-300-805 DONATIONS	0.00	0.00	0.00	0.00		
60-300-811 GENERAL PROGRAMS	558.75	400.00	175.00	43.75		
60-300-813 YOUTH CAMPS	35,251.50	6,782.00	1,410.00	20.79		
60-300-814 COMMUNITY SPECIAL/EVENTS	220.00	425.00	295.00	69.41		
60-300-815 FATHER DAUGHTER DANCE	0.00	3,180.00	4,912.75	154.49		
60-300-816 HEALTH AND WELLNESS	0.00	2,812.00	352.00	12.52		
60-300-817 SENIOR PROGRAMS	6,008.00	7,000.00	3,004.00	42.91		
60-300-818 MISCELLANEOUS PROGRAMS	981.75	1,810.00	28.00	1.55		
60-300-820 CASH OVER/SHORT	118.63	0.00	49.30)	0.00		
60-300-899 MISCELLANEOUS	5,107.27	2,643.00	428.60	16.22		
TOTAL MISCELLANEOUS	48,386.88	25,467.00	10,575.10	41.52		
TRANSFERS						
60-300-900 TRANSFER FROM FUND BALANCE	217,127.00	0.00	0.00	0.00		
60-300-903 TRANSFER FROM WATER	0.00	0.00	0.00	0.00		
TOTAL TRANSFERS	217,127.00	0.00	0.00	0.00		
TOTAL ????	1,331,534.70	1,281,370.00	547,898.25	42.76		
	=====	=====	=====	=====	=====	=====

Item 6.

60 -ANGLETON ACTIVITY CENTER
06-MAINTENANCE DEPT.

		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>PERSONNEL SERVICES</u>							
60-506-105	REC CENTER - SALARIES	340,944.82	351,181.00	181,514.68	51.69		
60-506-106	REC CENTER - PT SALARIES	216,317.39	194,711.00	82,174.23	42.20		
60-506-108	REC CENTER - STEP RAISE	0.00	0.00	0.00	0.00		
60-506-109	REC CENTER - STIPEND	0.00	0.00	0.00	0.00		
60-506-110	REC CENTER - OVERTIME	4,409.58	3,600.00	2,439.19	67.76		
60-506-115	REC CENTER - LONGEVITY	1,020.00	1,200.00	1,050.00	87.50		
60-506-120	REC CENTER - HURRICANE OT PAY	0.00	0.00	0.00	0.00		
60-506-121	REC CENTER - HURRICANE	0.00	0.00	0.00	0.00		
60-506-126	REC CENTER - CERTIFICATION	5,264.85	5,100.00	2,965.18	58.14		
60-506-128	SPECIAL JOB PAY	0.00	1,200.00	0.00	0.00		
60-506-135	REC CENTER - FICA	44,228.50	28,278.00	20,608.72	72.88		
60-506-140	REC CENTER - HEALTH INS	75,529.74	120,100.00	45,710.00	38.06		
60-506-141	REC CENTER - INS SUBSIDY	0.00	0.00	0.00	0.00		
60-506-142	REC CENTER - INS COMMISSION	0.00	0.00	0.00	0.00		
60-506-143	REC CENTER- PHONE ALLOWANCE	300.00	2,160.00	893.32	41.36		
60-506-145	REC CENTER - WORKER'S COMP	4,213.54	4,425.00	3,568.00	80.63		
60-506-150	REC CENTER - UNEMPLOYMENT	1,787.54	0.00	0.00	0.00		
60-506-155	REC CENTER - RETIREMENT	42,250.18	45,393.00	23,906.58	52.67		
60-506-165	REC CENTER - MEDICAL EXPENSE	2,075.00	1,322.00	775.00	58.62		
60-506-185	REC CENTER - PAYROLL ACCRUAL	(1,964.14)	0.00	0.00	0.00		
TOTAL PERSONNEL SERVICES		736,377.00	758,670.00	365,604.90	48.19		
<u>SUPPLIES</u>							
60-506-203	REC CENT - APPAREL	2,330.45	2,838.00	513.00	18.08		
60-506-205	GENERAL SUPPLIES	3,317.17	4,000.00	1,329.24	33.23		
60-506-206	CHEMICAL SUPPLIES	21,298.53	20,934.00	8,927.78	42.65		
60-506-210	OFFICE SUPPLIES	5,101.70	5,280.00	2,481.47	47.00		
60-506-212	CLEANING SUPPLIES	8,742.41	10,575.00	3,352.50	31.70		
60-506-215	POOL SUPPLIES	1,316.29	2,666.36	2,890.40	108.40		
60-506-216	VEHICLE SUPPLY(GAS)	970.07	2,500.00	633.08	25.32		
60-506-220	EQUIPMENT SUPPLIES	3,572.89	4,500.00	1,861.04	41.36		
TOTAL SUPPLIES		46,649.51	53,293.36	21,988.51	41.26		
<u>REPAIR & MAINTENANCE</u>							
60-506-310	EQUIPMENT	0.00	22,000.00	0.00	0.00		
60-506-315	POOL MAINTENANCE	8,195.69	22,247.48	605.00	2.72		
60-506-316	COMPUTER MAINTENANCE	14,827.94	16,650.00	9,476.34	56.91		
60-506-317	VEHICLE REPAIRS	3,638.52	2,287.00	364.27	15.93		
60-506-320	BUILDING	36,777.04	43,258.16	19,891.91	45.98		
TOTAL REPAIR & MAINTENANCE		63,439.19	106,442.64	30,337.52	28.50		

Item 6.

60 -ANGLETON ACTIVITY CENTER
06-MAINTENANCE DEPT.

06-MAINTENANCE DEPT.		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
<u>SERVICES</u>							
60-506-405	TELEPHONE	840.00	100.00	0.00	0.00		
60-506-410	UTILITIES	76,617.35	90,000.00	41,177.54	45.75		
60-506-412	GENERAL PROGRAMS	2,576.47	300.00	0.00	0.00		
60-506-413	YOUTH CAMPS	11,986.91	6,813.00	727.39	10.68		
60-506-414	COMMUNITY EVENTS	2,462.73	2,200.00	1,084.44	49.29		
60-506-415	FATHER DAUGHTER DANCE	0.00	2,385.00	2,351.39	98.59		
60-506-416	HEALTH AND WELLNESS	919.96	1,812.00	0.00	0.00		
60-506-417	SENIOR PROGRAMS	4,950.20	11,800.00	3,027.66	25.66		
60-506-418	MISCELLANEOUS/GEN PROGRAMS	445.54	4,120.00	377.59	9.16		
60-506-420	DUES & SUBSCRIPTIONS	4,246.60	4,447.95	1,680.01	37.77		
60-506-425	TRAVEL & TRAINING	4,727.23	11,362.00	3,175.34	27.95		
60-506-446	ADVERTISING	9,389.35	11,987.05	6,363.86	53.09		
60-506-455	AAC - CONTRACT LABOR	0.00	0.00	0.00	0.00		
60-506-456	CONTRACT LABOR-CLEANING	0.00	2,210.00	2,210.00	100.00		
60-506-457	CONTRACT LABOR-INSTRUCTORS	32,755.00	42,120.00	17,760.00	42.17		
60-506-458	CONTRACT LABOR-MISC	2,602.38	6,968.00	1,500.00	21.53		
60-506-460	REC-BUS SERVICES	0.00	0.00	0.00	0.00		
60-506-476	BANK CREDIT CARD CHARGES	6,854.41	8,500.00	2,650.82	31.19		
60-506-477	SCHOLARSHIP FUND	0.00	1,000.00	0.00	0.00		
TOTAL SERVICES		161,374.13	208,125.00	84,086.04	40.40		
<u>MISCELLANEOUS</u>							
60-506-503	SURETY & NOTARY INS	0.00	200.00	0.00	0.00		
60-506-505	INSURANCE	3,838.98	4,000.00	3,847.00	96.18		
60-506-506	VEHICLE INSURANCE	1,700.00	2,000.00	1,923.00	96.15		
60-506-507	BUILDING INSURANCE	43,091.42	45,000.00	60,492.00	134.43		
60-506-508	INSURANCE COMMISSION	0.00	0.00	0.00	0.00		
60-506-510	EMPLOYEE APPRECIATION	210.01	1,050.00	351.04	33.43		
60-506-511	TUITION REIMBURSEMENT	3,000.00	6,000.00	1,000.00	16.67		
60-506-520	CONTINGENCY	247,850.73	0.00	0.00	0.00		
60-506-525	REC CENTER REFUNDS	1,252.00	2,000.00	569.00	28.45		
60-506-599	REC-MISCELLANEOUS	40.37	0.00	0.00	0.00		
TOTAL MISCELLANEOUS		300,983.51	60,250.00	68,182.04	113.17		
<u>CAPITAL EXPENDITURES</u>							
60-506-626	CE-Equipment	0.00	0.00	0.00	0.00		
60-506-627	CAPITAL PROJECT	0.00	94,589.00	52,045.92	55.02		
60-506-628	M&O CAPITAL	0.00	0.00	0.00	0.00		
60-506-629	ENERGY SAVINGS ELECTRICAL UPGR	0.00	0.00	0.00	0.00		
60-506-630	CAPITAL PROJECT ENGINEERING	0.00	0.00	0.00	0.00		
TOTAL CAPITAL EXPENDITURES		0.00	94,589.00	52,045.92	55.02		

Item 6.

60 -ANGLETON ACTIVITY CENTER
06-MAINTENANCE DEPT.

		50.00% OF YEAR COMPLETED					
		(----- 2021-2022 -----)					
EXPENDITURES		2020-2021 ACTUAL	CURRENT BUDGET	Y-T-D BALANCE	PERCENT BUDGET	CHANGE	REQUIRED
OTHER							
60-506-700	TRANSFER TO FUND BALANCE	0.00	0.00	0.00	0.00		
60-506-701	TRANS TO GF FOR CARDIO EQUIP	0.00	0.00	0.00	0.00		
60-506-702	TRANSFER TO CAPT LEASE PAYMENT	0.00	0.00	0.00	0.00		
60-506-714	TANSFER TO SF CAP REP FUND 114	0.00	0.00	0.00	0.00		
60-506-719	TRANS TO CAP REV LOAN	0.00	0.00	0.00	0.00		
60-506-741	TRANS TO UNEMPLOYMENT FUND	0.00	0.00	0.00	0.00		
TOTAL OTHER		0.00	0.00	0.00	0.00		
TOTAL 06-MAINTENANCE DEPT.		1,308,823.34	1,281,370.00	622,244.93	48.56		
OTAL EXPENDITURES		1,308,823.34	1,281,370.00	622,244.93	48.56		
		=====	=====	=====	=====	=====	=====
EVENUE OVER/(UNDER) EXPENDITURES		22,711.36	0.00	(74,346.68)	0.00		
		=====	=====	=====	=====	=====	=====



AGENDA ITEM SUMMARY FORM

MEETING DATE: June 14, 2022

PREPARED BY: Walter E. Reeves Jr., AICP

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

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: None

FUNDS REQUESTED: None

FUND: None

EXECUTIVE SUMMARY:

Accompanying this agenda summary is the Development Agreement for Austin Colony. The proposed agreement includes details about the development of the project, road improvements and the Public Improvement District (PID). As City Council will recall, it approved a development agreement at its December 14, 2021 meeting subject to the following conditions; final approval by bond counsel, completion of negotiations by the attorneys, and that the development agreement would be brought back to Council if there were substantive changes. Bond counsel review has been completed, and agreement has been reached by all parties; however, there were substantive changes to the document but is ready for approval.

RECOMMENDATION:

Staff recommends approval of the Development Agreement for Austin Colony.

SUGGESTED MOTION:

I move we approve the Development Agreement for Austin Colony.

AUSTIN COLONY
DEVELOPMENT AGREEMENT
BETWEEN
TEJAS-ANGLETON DEVELOPMENT, L.L.C.
AND
THE CITY OF ANGLETON, TEXAS

Dated: _____, 2022

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

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

RECITALS

WHEREAS, Developer owns or is under contract to purchase approximately 164.5 acres of land located within the corporate boundaries of the City, and more particularly described on **Exhibit “A”** attached and incorporated herein by reference (the “Property”); and

WHEREAS, in order to incentivize the development of the Property and encourage and support economic development within the City and to promote employment, the City desires to facilitate the development of the Property through the financing of certain public infrastructure (the “Public Improvements” as defined herein) and constructing additional public improvements within the Property; and

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

WHEREAS, Section 7 of Austin Colony shall be developed with approximately fifty-five (55) single-family residential lots if Developer has not sold or developed for commercial purposes the Property included in Section 7 for commercial/retail development within six (6) years from the date of issuance of the first building permit in the project; and

WHEREAS, City has approved and adopted an ordinance to zone the Property pursuant to Chapter 28 Zoning, Article III Zoning Districts, Section 28-62, Planned Development Overlay District (“Ordinance”) subject to this Agreement, which will govern and permit the development of the Project in accordance with the Land Plan; and

WHEREAS, City adopted a PID Policy on July 13, 2021 setting forth required steps, payments and obligations to be satisfied by the Developer in order to petition for a Public Improvement District;

WHEREAS, the City has approved and adopted Resolution No. 20210824-024 authorizing the establishment of the Austin Colony Public Improvement District following review of a PID petition, and consideration by the City, and a component of the PID Policy; and

WHEREAS, the City recognizes that financing of the Public Improvements confers a special benefit to the Property within the PID; and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), adopt the Assessment Ordinance (as defined herein) and

adopt the SAPs (as defined herein) which provide for the construction, and financing of the Public Improvements pursuant to the Service and Assessment Plan ("SAP"), payable in whole or in part by and from Assessments levied against property within the PID (whether through a cash reimbursement or through an issuance of PID Bonds); and

WHEREAS, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, the City intends to levy Assessments on all benefitted property located within the PID and issue PID Bonds (as defined herein) up to a maximum aggregate principal amount of \$30,000,000.00 for payment or reimbursement of the Public Improvements included in the SAP; and

WHEREAS the payment and reimbursement for the Public Improvements shall be solely from the installment payments of Assessments and/or proceeds of the PID Bonds and the City shall never be responsible for the payment of the Public Improvements or the PID Bonds from its general fund or its ad valorem tax collections, past or future or any other source of City revenue or any assets of the City of whatsoever nature; and

WHEREAS, the City recognizes the positive impact that the construction and installation of the Public Improvements for the PID will bring to the City and will promote state and local economic development; to stimulate business and commercial activity in the City; for the development and diversification of the economy of the State; development and expansion of commerce in the State, and elimination of employment or underemployment in the State;

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

WHEREAS, the City and the Developer are proceeding in reliance on the enforceability of this Agreement; and

WHEREAS, the City is authorized by the Constitution and laws of the State of Texas to enter into this Agreement.

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

Definitions

The terms "*Agreement*", "*City*", "*Developer*", "*Austin Colony*", "*Project*", "*Land Plan*" shall have the meanings provided in the recitals above, however "*Property*" is further defined as 164.5 acres of land described in **Exhibit "A"**. Except as may be otherwise defined, or the context clearly requires otherwise, the following terms and phrases used in this Agreement shall the meanings as follows:

"Affiliates" means any other person directly controlling, directly controlled by, or under direct common control with the Developer. As used in this definition, the term "control," "controlling," or "controlled by" shall mean the possession, directly, of the power either to (a) vote

fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

“Appraisal” means an appraisal of the property to be assessed in the PID by a licensed Member Appraisal Institute (MAI) Appraiser, such Appraisal to include as-complete improvements, including the Public Improvements to be financed in part with PID Bonds (i.e., “as-complete”) and the construction and installation of the Private Improvements, necessary to get a Final Lot Value.

“Assessed Property” means any lot or parcel within the PID against which an Assessment is levied.

“Assessment Ordinance” means one or more of the City’s ordinances approving a Service and Assessment Plan and levying Assessments on the benefitted Property within each Section of the PID.

“Assessments” means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PID for the purpose of paying the costs of the Public Improvements, which Assessments shall be structured to be amortized over 30 years, including interest, all as set forth in or modified by the Service and Assessment Plan.

“Assessment Revenues” means the revenues received by the City from the Assessments levied within each Section of the PID.

“Business Day” means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City, or any national holiday observed by the City.

“City” means the City of Angleton, Texas.

“City Regulations” mean provisions of the City’s Code of Ordinances, ordinances not codified, design standards, uniform and international building and construction codes, and other policies duly adopted by the City, which shall be applied to the Development, including zoning and the Development Ordinances.

“City Representative” means the City Manager or their designee.

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

“Effective Date” means June 14, 2022.

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

“Construction Agreements” mean the contracts for the construction of the Public Improvements.

“Cost Overruns” means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP(s) plus the Developer Cash Contribution.

“Cost Underruns” means Public Improvement Project Costs that are less than the budgeted cost set forth in the Service and Assessment Plans.

“Development Ordinances” means those regulations, policies, procedures and ordinances adopted by the City that are applicable to the Property, including Chapter 23 *Land Development Code* (“LDC”), and Chapter 28 *Zoning*, Code of Ordinances of the City of Angleton, Texas, and including any future amendments or changes.

“Developer” means Tejas-Angleton Development L.L.C., a Texas limited liability company, and its successors and permitted assigns.

“Developer Cash Contribution” means that portion of the Public Improvement Project Costs that the Developer is contributing to initially fund the Public Improvements for each series of PID Bonds, as set forth in the Service and Assessment Plan.

“Development” means that single-family residential development consisting of approximately 164.5 acres to be developed and constructed on the Property pursuant to the Development Ordinances, Development Standards and City Regulations.

“Development Standards” means those standards of the City set forth in Development Ordinances.

“Final Lot Value” means the developed lot values established by an Appraisal.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) pandemics (only to the extent residential construction is halted or prohibited by order of a Governmental Authority), wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; and (f) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or

brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (g) economic hardship; (h) changes in market condition; (i) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (j) weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (k) the occurrence of any manpower, material or equipment shortages except as such shortages are related to a shutdown or other order by a Governmental Authority; or (l) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the Project Improvement and Public Improvements.

“Improvement Area A” consists of Section 1, Section 1A and Section 2 of the Development.

“Improvement Area B” consists of Section 3 and Section 4,

“Improvement Area C” consists of Section 5, Section 6 and Section 7 of the Development.

“Improvement Area A Public Improvement Financing Date” means the date the City either (i) approves a bond purchase agreement and sells the first series of PID Bonds for Sections 1, 1A and 2 of the Property, or (ii) levies an Assessment on Sections 1, 1A and 2 of the Property and enters into a Reimbursement Agreement, such date to be no later than January 1, 2023 which date may be extended by written agreement of the Developer and the City.

“Improvement Area B Public Improvement Financing Date” means the date the City either (i) approves a bond purchase agreement and sells the first series of PID Bonds for Sections 3 and 4 of the Property, or (ii) levies an Assessment on Sections 3 and 4 of the Property and enters into a Reimbursement Agreement, such date to be no later than January 1, 2025 which date may be extended by written agreement of the Developer and the City.

Improvement Area C Public Improvement Financing Date” means the date the City either (i) approves a bond purchase agreement and sells the first series of PID Bonds for Sections 5,6, and 7 of the Property, or (ii) levies an Assessment on Sections 5,6, and 7 of the Property and enters into a Reimbursement Agreement, such date to be no later than January 1 2027 which date may be extended by written agreement of the Developer and the City.

“Net Bond Proceeds” means the proceeds of the PID Bonds issued pursuant to Section 1.02, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund for such PID Bonds.

“Parties” or “Party” means the City and the Developer as parties to this Agreement.

“Payment Certificate” means a Payment Certificate as set forth in Section 9.03, the form of which is attached as Exhibit G.

“Section” means a Section of development of the Property. The Development will consist of eight (8) Sections.

“Phasing Plan” means that plan for the development of the Property in Sections as set forth in Exhibit B.

“Section 1” means the first Section of development in Improvement Area A of the PID, consisting of 100 single family lots, as depicted on the Land Plan.

Section 1A means the Section of development in Improvement Area A of the PID that consists of 53 single family lots, as depicted on the Land Plan.

“Section 2” means the second Section of development in Improvement Area B of the PID, consisting of 55 single family lots, as depicted on the Land Plan.

“Section 3” means the third Section of development in Improvement Area B of the PID, consisting of 111 single family lots, as depicted on the Land Plan.

“Section 4” means the third Section of development in Improvement Area B of the PID, consisting of 66 single family lots, as depicted on the Land Plan.

“Section 5” means the third Section of development in Improvement Area B of the PID, consisting of 85 single family lots, as depicted on the Land Plan.

“Section “6” means the third Section of development in the PID, consisting of approximately 16 single family lots, as depicted on the Land Plan.

“Section 7” means the third Section of development in the PID, consisting of approximately 54 single family lots or of commercial development, as depicted on the Land Plan or as allowed by City Regulations.

“Parties” or “Party” means the City and the Developer as parties to this Agreement.

“Public Improvement Completion Date” means a date that is no later than twenty-four (24) months after Commencement of Construction for the Public Improvements for each Section.

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

“PID Bonds” means one or more series special assessment revenue bonds issued by the City pursuant to the PID Act for the payment and/or reimbursement of the Public Improvement Project Costs, including bonds issued to fund construction of the Public Improvements, and, if any, issued to reimburse the Developer for a portion of the costs of the Public Improvements, not previously funded with bond proceeds.

“PID” means the Austin Colony (PID No. 5) Public Improvement District created by the City Council pursuant to Resolution No. 20210824-024.

“Plans and Specifications” means the plans and specifications for Public Improvements approved by the City.

“Private Improvements” means those horizontal improvements described in the Plans and Specifications submitted to the City as part of the zoning process, other than the Public Improvements, being constructed in each Section to get to a Final Lot Value.

“Project Fund” means the fund by that name created under each Indenture into which PID Bond Proceeds shall be deposited.

“Property” means approximately 164.5 acres of real property located within the City described in Exhibit A.

“PID Enhancement Fund” means an amount equal to ten per cent (10%) of the total PID value payable to City prior to bond issuance, as referenced in the City of Angleton PID Policy.

“PID Act” means the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

“PID Policy” means the policy adopted by City Council on July 13, 2021 setting forth all requirements Developer must satisfy in order to petition, seek approval and establish a Public Improvement District in the City of Angleton, Texas.

“Public Improvement Project Costs” means the estimated cost of the Public Improvements to be constructed to benefit the land within the PID as set forth in Exhibit E, as may be amended pursuant to this Agreement, such costs to be eligible “project costs,” as defined in the PID Act.

“Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the PID by the Developer to benefit the PID and the Property, which will include improvements described in Exhibit E.

“Reimbursement Agreement(s)” means the agreement(s) between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to reimburse the Developer for a portion of such costs of the Public Improvements from the proceeds of Assessments pursuant to the SAP(s) or from future PID Bond proceeds, if any.

“Reimbursement Cap” means the total amount of reimbursement or payment to the Developer for the Public Improvement Project Costs from any source, including the proceeds of PID Bonds, or Assessment Revenues; such amount shall be no more than \$31,250,000.

“Service and Assessment Plan” or “SAP” means the service and assessment plans drafted pursuant to the PID Act for the PID and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within the PID and

sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment

ARTICLE I

PUBLIC IMPROVEMENT DISTRICT

Section 1.01. Creation.

The Developer has submitted a petition to the City to create a PID; such petition contains a list of the Public Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such Public Improvements. Such petition also allows for the City's levy of Assessments for maintenance purposes and for administration of the PID. Having accepted the petition, the City held a public hearing to consider the creation of the PID in accordance with the PID Act and approved and adopted Resolution No. 20210824-024 creating the Austin Colony Public Improvement District. Developer is required to pay a mandatory PID Professional Service Fee in the amount of \$50,000 from which professional services incurred necessary for PID creation and assessment levy will be deducted. If such amount is depleted due to professional fees incurred by the City, an additional amount may be required by the City before additional work is performed as described in this Agreement.

Section 1.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of PID Bonds in one or more series (each to coincide with the Developer's phased development of the Property) up to an aggregate principal amount of \$31,250,000 to pay for, reimburse or acquire the Public Improvements benefitting the Property. The Public Improvements to be constructed and funded in connection with the PID Bonds are detailed in Exhibit E, which may be amended from time to time upon approval of the City Representative, and in the Service and Assessment Plan for the PID or any updates thereto. The PID Bond Proceeds from the sale of each series of PID Bonds will be used to pay for, reimburse or acquire the Public Improvements. Notwithstanding the foregoing, the issuance of PID Bonds is a discretionary governmental action by the City Council and subject to its ongoing discretion and decision and is further conditioned upon the adequacy of the bond security and the financial ability and obligation of the Developer to pay the Developer Cash Contribution, if any, and perform its obligations hereunder.

(b) The Developer shall complete all Public Improvements within each Section in the PID and such Public Improvements shall be completed by the applicable Public Improvement Completion Date.

(c) The issuance of PID Bonds is subject to the discretion of the City Council and each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance, if at all.

(d) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

- (i) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed \$31,250,000.
- (ii) The maximum "tax equivalent rate" for the projected annual assessment for each Section shall be no greater than \$0.7073 per \$100 of assessed value at the time of the levy of the Assessment on each Section based on the Estimated Build Out Value of each parcel; such rate limit for each Section is determined at the time of the levy of the Assessments applies on an individual Assessed Property basis by Lot Type based on Estimated Build Out Value, as will be set forth in more detail in the Service and Assessment Plan.
- (iii) the total assessment value to lien ratio is at least 3:1 at the time of the levy of assessments and the total assessment value to lien ratio of each series of PID Bonds for each Section is at least 3:1 at the time of the issuance of PID Bonds for each Section; such values shall be confirmed by Appraisal from licensed MAI appraiser.
- (iv) The Developer or its Affiliates shall own all property within a Section of the PID prior to the levy of Assessments for such Section unless the purchaser of such property has executed an agreement or consent with the City agreeing to such Assessments pursuant to Section 1.05 herein.
- (v) Fully Developed and Completed Lots have been delivered or the Developer must provide evidence reasonably acceptable to the City or an executed loan document or private equity, or both, in an amount sufficient to complete any Private Improvements necessary to achieve Fully Developed and Improved Lots.
- (vi) no Event of Default by the Developer has occurred and remains uncured or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement;
- (vii) the Public Improvements for the applicable Section for which the PID Bonds are being issued must have reached Completion of Construction by the Public Improvement Completion Date and have been accepted by the City;
- (viii) The amenities described in Section 2.02 and in Exhibit J within the Section for which PID Bonds are being issued must have begun Commencement of Construction.;

(e) In no event shall the Developer be paid or reimbursed for all Public Improvement Project Costs in an amount in excess of the Reimbursement Cap; and

(f) In no event shall the City issue PID Bonds if the issuance of such PID Bonds is prohibited by Applicable Law or an election is required by Applicable Law.

Section 1.03. Apportionment and Levy of Assessments.

(a) The City intends to levy Assessments on property located within the PID in accordance herewith and with the Service and Assessment Plans (as such plans are amended supplemented or updated from time to time) and the Assessment Ordinances on or before such time as each series of PID Bonds are issued. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act.

(b) Concurrently with the levy of the Assessments on each Section, the Developer and its Affiliates shall execute and deliver a Landowner Consent in the form attached as Exhibit F for all land owned or controlled by Developer or its Affiliates within such Section, or otherwise evidence consent to the creation of the PID and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Brazoria County. The City shall not levy Assessments on property within the PID without an executed Landowner Consent from each landowner within the PID whose property is being assessed.

Section 1.04. Developer Cash Contribution. At closing on any series of PID Bonds intended to fund construction of Public Improvements that have not already been constructed by the Developer, Developer shall deposit into a designated account with the Trustee under the applicable Indenture a pro-rata amount of the Developer Cash Contribution. If the Public Improvements relating to each series of PID Bonds have already been constructed and the PID Bonds are intended to acquire or reimburse the Public Improvements, then Developer shall not be required to deposit the Developer Cash Contribution as provided in this paragraph for such series. The amount of the Developer Cash Contribution for each series of PID Bonds shall be equal to the difference between the costs of the Public Improvements and the Net Bond Proceeds available to fund such costs of the Public Improvements related to such series of PID Bonds, as set forth in the SAP.

Section 1.05. Transfer of Property. The Developer shall not sell property within a Section of the PID prior to the City's levy of Assessments in such Section of the PID unless the Developer provides the City with an executed consent to the creation of the PID and the levy of Assessments, in a form reasonably acceptable to the City and its counsel with respect to the purchased property. In addition, evidence of any transfer of Property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. For a transfer of land by the Developer prior to the levy of Assessments, the City shall require consent of each of the owners of Assessed Property to the levy of Assessments on each property and to the creation of the PID. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certificate and property record recording will be required from each owner of Assessed Property in order to levy the Assessments and issue PID Bonds. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

ARTICLE II DEVELOPMENT REQUIREMENTS

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Public Improvements, reimbursement, acquisition, ownership and maintenance of the Public Improvements, and the issuance of PID Bonds for the financing of the Public Improvements benefitting the property within the PID.

Section 2.02. Project Overview – The Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Development, and will undertake the design, development and construction of the Public Improvements. The Development will consist of the following elements:

- (i) No more than 540 single family homes;
- (ii) Commercial development as allowed by City Regulations.
- (iii) Amenities attached as Exhibit J as may be amended or modified if approved by the City.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations, the Concept Plan, approved Land Plan, the Development Standards and Applicable Law.

(c) Upon completion and acceptance by the City, the City shall own and maintain all of the Public Improvements.

Section 2.03. Permitted Uses. The Project shall be limited to the development of single-family dwellings and commercial or retail uses permitted in the Commercial-Office/Retail zoning district pursuant to the "use chart" in Section 28-81.(b).

Section 2.04. Height Restrictions. No dwellings built in the single-family residential portion of the Project shall exceed a maximum height of thirty-five feet (35') or be more than two and one-half (2.5) stories tall.

Section 2.05. Lot Dimensions and Development. The lots shall be the size depicted on the Land Plan, approximately 120 feet in length, with the front width of each lot as set forth below:

SECTIONS AND LOTS SUMMARY				
Section	Lot Width 50 Feet	Lot Width 55 Feet	Lot Width 60 Feet	Section Lot Total
1	100			100
1A		53		53
2		34	21	55
3		12	99	111
4		65		65
5		55	30	85
6			16	16
7			55	55
Lot Size Total	100	219	221	540
Size %	18.5%	40.5%	41%	100%

Section 2.06. Entry Monument. An entry monument shall be placed at the corner of Austin Colony Boulevard and County Road 44, which is the entry to the Project off County Road 44. The entry monument shall be either brick or stone with landscaping, planted grass, shrubs, irrigation system and lighting.

Section 2.07. Fees. After the City Council approval of the Final Plat for each Section, recording of such Final Plat shall not occur until the following are completed, accepted and approved by the City:

- (a) Payment of the Capacity Acquisition Fees as set forth in Section 2.19 and 2.21.
- (b) Payment of Park Fee as set forth in Section 2.20.
- (c) Acceptance of the Public Improvements.

Section 2.08. Playground. A playground behind the entry monument shall include playground equipment.

Section 2.09. Construction of Tigner Street. Tigner Street shall be constructed a minimum of 24 feet wide in each direction with a 6 foot wide median, concrete pavement with curb, gutter and sidewalk on both sides of the street, and turn lanes, from the existing end of pavement of Tigner Street behind Walmart to the western property line of property. Construction of Tigner Street shall be completed as part of Sections 1A, 2 and 3. Plans for the construction of Tigner Street shall be submitted and approved as part of the subdivision process for Sections 1A, 2 and 3.

Section 2.10. Construction of Austin Colony Boulevard. Austin Colony Boulevard shall be constructed a minimum of 28 feet wide, concrete pavement with curb, gutter and sidewalk from CR 44 to its intersection with Tigner Street. Construction of Austin Colony Boulevard shall be completed as part of Sections 1 and 2. A divided entry shall be constructed as part of Section 1 from County Road 44 and shall have a left turn lane at the entry of Section 1 and Section 3. A left turn lane shall be provided to Tigner Street as part of the Section 2 construction. plans for the

construction of Austin Colony Boulevard shall be submitted and approved as part of the subdivision process for Sections 1 and 2.

Section 2.11. Section 1. Section 1 to be developed and platted is identified as Section 1 (50' lots) on the attached Land Plan and shall include:

(a) an entry monument with landscaping that is planted, irrigated and lighted. A site plan for the playground and playground equipment shall be reviewed and approved by the Parks and Recreation Director prior to issuance of any building permits in Section 1.

(b) a playground with playground equipment.

(c) A dry retention pond will be graded and planted for recreation.

(d) 100 single-family residential lots – 50' x 120' (6,000 sq.ft.).

(e) A duly executed Escrow Agreement between Developer and the City to meet the requirements of Section 23-11 of the LDC, as approved by the City, together with a cost estimate for the construction of Tigner Street to be developed in Section 1A. The Developer will fund the Escrow Agreement in an amount equal to six hundred fifty thousand dollars (\$650,000) in cash prior to the issuance by the City of any residential building permit in Section 1. The Escrow Agreement shall provide that such funds may be drawn by Developer every thirty (30) days to reimburse Developer for complete portions of Tigner Street, including utilities. The Developer must submit documentation of the expenditures of costs for Tigner Street to the City's reasonable satisfaction.

Section 2.12. Section 1A. Section 1A to be developed and platted as 53 single family residential lots having a minimum size of 55' x 120' (6,600 sq. ft) as depicted on the Land Plan.

Section 2.13. Section 2. Section 2 to be developed and platted as 34 single family residential lots having a minimum size of 55' x 120' and 21 single family residential lots having a minimum size of 60' x 120' as respectively depicted on the Land Plan. The detention pond which commenced construction in Section 1 will reach Completion of Construction no later than the date the Section 2 Public Improvement Completion Date;

Section 2.14. Section 3. as 12 single family residential lots having a minimum size of 55' X 120' (6,600 sq. ft.) and 99 single family residential lots having a minimum size of 60' X 120' (7,200 sq. ft.) as respectively depicted on the Land Plan, and including:

(a) Retention capacity for Section 3 is included in the Section 1 and 2 retention pond.

Section 2.15. Section 4. Section 4 to be developed and platted as 65 single family residential lots having a minimum size of 55' x 120' (6,600 sq. ft.) as depicted on the Land Plan.

Section 2.16. Section 5. Section 5 to be developed and platted as 55 single family residential lots having a minimum size of 55' X 120' (6,600 sq. ft.) and 30 single family residential lots having a minimum size of 60' X 120' (7,200 sq. ft.) as depicted respectively on the Land Plan.

Section 2.17. Section 6. Section 6 to be developed and platted as 16 single family residential lots having a minimum size of 60' X 120' (7,200 sq. ft.) as depicted on the Land Plan.

Section 2.18. Section 7. Section 7 to be developed shall be developed in compliance with Section 28 – 58 Commercial - Office/Retail district of the Code of Ordinances of the City of Angleton, and the City Regulations, as depicted on the Land Plan. Section 7 shall be set aside, listed, and advertised for commercial development immediately upon execution of this Agreement. Beginning a minimum of seventy-two months (72) after the issuance of the first building permit within the Property, if the property in Section 7 has not sold for commercial development within the seventy-two months, Section 7 may be developed as 55 single-family residential lots having a minimum size of 60' x 120' (7,200 sq. ft.) as depicted in the Land Plan, subject to the City Regulations.

Section 2.19. Compliance with Additional City Ordinances. In addition to those ordinances applicable to the Project by virtue of its zoning as a Section 28-45, Planned Development Overlay District single-family residential and as otherwise set forth in this Agreement; the Project shall also comply with the Development Ordinances and all City Regulations. Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations and applicable law.

Section 2.20. Fees-in-Lieu. The Developer agrees to pay a City fee in lieu of dedication of park acres in the amount of Five Hundred and Seventy-Five Dollars (\$575.00) per lot. The fee for each Section shall be paid to the City prior to recording of any final plat of the Project, as set forth in Sec. 23-20 of the Angleton Code of Ordinances. The fee for each Section shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section.

<u>Sections</u>	<u>Number of Lots</u>	<u>Park Fee- In- Lieu</u>
1	100	\$57,500.00
1A	53	\$30,475.00
2	55	\$31,625.00
3	111	\$63,825.00
4	65	\$37,375.00
5	85	\$48,875.00
6	16	\$9,200.00
7	55	\$31,625.00
TOTAL	540	\$310,500.00

Section 2.21. Sewer CAF. Developer agrees to pay a Sewer CAF. The Sewer CAF is Eight Hundred Fifty and 55/100 dollars (\$850.55) per lot, which is the amount set forth in the Capacity Acquisition Fee Memo attached hereto as Exhibit "C". The fee for each Section shall

be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section.

<u>Sections</u>	<u>Number of Lots</u>	<u>Sewer CAF</u>
1	100	\$85,055.00
1A	53	\$45,079.15
2	55	\$46,780.25
3	111	\$94,411.05
4	65	\$55,285.75
5	85	\$72,296.75
6	16	\$13,608.80
7	55	\$46,780.25
TOTAL	540	\$459,297.00

Section 2.22. Water CAF. Developer agrees to pay a Water CAF. The Water CAF is five hundred thirty-six and 70/100 dollars (\$536.70) per lot. The Water CAF for each Section shall be paid to the City at the filing of the Final Plat for the lots included in the Final Plat for each Section. The City agrees to provide Water Service for the full build-out of the Project.

<u>Sections</u>	<u>Number of Lots</u>	<u>Water CAF</u>
1	100	\$53,670.00
1A	53	\$28,445.10
2	55	\$29,518.50
3	111	\$59,573.70
4	65	\$34,885.50
5	85	\$45,619.50
6	16	\$8,587.20
7	55	\$29,518.50
TOTAL	540	\$289,818.00

Section 2.23. Fencing. Developer agrees to install premium perimeter fencing stained and crowned along the back property lines of all lots along Austin Colony Boulevard and Tigner Street. All perimeter fencing shall be maintained by the HOA. Perimeter fencing shall not be installed within any street intersection sight triangles. All fencing for each proposed development Section shall be installed prior to the occupancy of each residence in that Section.

Section 2.24. Conduit. Developer agrees to install in Sections and provide conduit for the installation of fiber internet in the entire Project, such conduit to be installed in each Section no later than the Public Improvement Completion date for each Section.

Section 2.25. Streetlights. Developer agrees that all streetlights will be LED, and all streetlight poles will be permitted and satisfy the requirements of Texas New Mexico Power Company. (TXNM).

Section 2.26. Property Acquisition. The Parties acknowledge that, if required, the Developer is responsible for the acquisition of certain off-site property rights and interests to allow the Public Improvements to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site Public Improvements. The Developer shall provide evidence of costs, maps, locations and size of infrastructure to the City and obtain the City's consent prior to such acquisition of third-party rights-of-way, consents, or easements needed to construct the off-site Public Improvements.

Section 2.27. Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

Section 2.28. Plan Review and Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of Plans and Specifications and issuance of permits (including building permits) for construction of the Public Improvements according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

Section 2.29. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 2.30. Impact Fees. All Impact Fees, if any, associated with the Development shall be paid pursuant to the City Regulations.

ARTICLE III

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 3.01. Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Public Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Public Improvements and shall obtain or obligate each general contractor, architect, and consultants who work on the Public Improvements to obtain all applicable permits, licenses, or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection, and supervision of the construction of the Public Improvements to be undertaken in accordance with City Regulations and Applicable Law.

(b) The Developer shall design and construct or cause the design and construction of the Public Improvements, together with and including the acquisition, at its sole costs, of any and

all easements or fee simple title to such land necessary to provide for and accommodate the Public Improvements.

(c) Developer shall comply, or shall require its contractors to comply, with all local and state laws and regulations regarding the design and construction of the Public Improvements applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and one-year maintenance bonds for the Public Improvements.

(d) Upon Completion of Construction of any portion of the Public Improvements, Developer shall provide City with a final cost summary of all Public Improvement Project Costs incurred and paid associated with the construction of that portion of the Public Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the “all bills paid” affidavits and lien releases executed by Developer and/or its contractors with regard to that portion of the Public Improvements. Evidence of payment to the applicable contractors and subcontractors shall be provided prior to the reimbursement of the costs of any portion of the Public Improvements.

(e) Developer agrees to require the contractors and subcontractors that construct the Public Improvements to provide payment, performance and one-year maintenance bonds in forms satisfactory to the City Attorney. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City Attorney has the right to reasonably reject any surety company regardless of such company’s authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Public Improvements.

(f) Unless otherwise approved in writing by the City, all Public Improvements shall be constructed and dedicated to the City in accordance with City Regulations and Applicable Law.

(g) The Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with the Applicable Law, all property rights necessary for the construction, operation, and maintenance of the road, water, drainage, gas and sewer Public Improvements, at the completion of the Public Improvements and acceptance by the City.

Section 3.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer’s engineers shall prepare and provide, or cause the preparation and provision of all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements and shall acknowledge that the City has no obligations and liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder, as follows:

CITY OF ANGLETON, TEXAS (“CITY”) SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST

ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR ANY LOSS, DAMAGE, INJURY OF ANY KIND OR CHARTER, INCLUDING DEATH, TO ANY PERSON, ENTITY, OR PROPERTY ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S ACTS, INCLUDING NEGLIGENCE, WHETHER SUCH ACTS OR NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES OBTAINED IN FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT

Section 3.03. The Developer or its designee (which shall be the Developer's Engineer) shall administer the contracts. The Public Improvement Project Costs, which are estimated in Exhibit E, shall be paid by the Developer or caused to be paid by the Developer, or from the proceeds of PID Bonds and/or the Developer Cash Contribution in accordance with the Indentures, or reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement.

(a) The following requirements apply to Construction Agreements for Public Improvements:

- (i) Plans and specifications shall comply with all Applicable Law and City Regulations and all Plans and Specification shall be reviewed and approved by the City prior to the issuance of permits. The City shall have thirty (30) Business Days from its receipt of the first submittal of the Plans and Specifications to approve or deny the Plans and Specifications or to provide comments to the submitter. If any approved Plans and Specifications are amended or supplemented, the City shall have thirty (30) Business Days from its receipt of such amended or supplemented Plans and Specifications to approve or deny the Plans and Specification or provide comments back to the submitter. Any written City approval or denial must be based on

compliance with applicable City Regulations or other regulatory agencies that have jurisdiction over the Development.

- (ii) Each Construction Agreement shall provide that the contractor is an independent contractor, independent of and not the agent of the City and that the contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and
- (iii) Each Construction Agreement for improvements not yet under construction shall provide that the Contractor shall indemnify the City, its officers and employees for any costs or liabilities thereunder and for the negligent acts or omissions of the Contractor. The wording of such indemnity must be reviewed and approved by the City Attorney.

(b) City's Role. The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Public Improvements (before, during or after construction) except to the extent of the reimbursement or funding of the Public Improvements Project Costs as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Public Improvements other than the reimbursements or funding described in this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Public Improvements, and the Developer shall cause all of its contractors, architects, engineers, and consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with construction of the Public Improvements.

Section 3.04. Project Scope Verification. The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements are being constructed in accordance with the Plans and Specifications approved by the City. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 3.05. Joint Cooperation; Access for Planning and Development. During the planning, design, development and construction of the Public Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this Project. The City staff will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer, and other design professionals to attend City meetings if requested by the City.

Section 3.06. City Not Responsible. By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and

Specifications, including the site plan, submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications. The Developer shall not, however, be liable for any claims arising out of the operation and maintenance of the Public Improvements during the period within which the City operates and maintains the Public Improvements.

Section 3.07. Construction Standards and Inspection. The Public Improvements will be installed within the public rights-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public Improvements shall be constructed and inspected in accordance with applicable state law, and City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements, and this Agreement, provided, however, that if there is any conflict, among the regulations of the governing body or entity with jurisdiction over the Public Improvement being constructed, the City Regulations shall control.

Section 3.08. Public Improvements to be Owned by the City – Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 3.09. Public Improvement Constructed on City Land or the Property. If the Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement. If the Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement (pending acquisition and acceptance) to enter upon such land for purposes related to inspection and maintenance of the Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise provided herein shall apply. The grant of any easements to the City must be in a form reasonably acceptable to the City Attorney.

Section 3.10. Additional Requirements. In connection with the design and construction of the Public Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City electronic copies of the Plans and Specifications for the Public Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (in electronic format) for the Public Improvements, in accordance with Applicable Law;

(b) The Developer or such person selected by and contracting with the Developer for the construction of the Public Improvements shall provide the City with a copy of any written construction schedule outlining the major items of work of each major construction contractor relating to the Public Improvements, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any regularly-scheduled construction meetings regarding the Public Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the Project, and shall provide the City with copies of any written construction schedules as are discussed and reviewed at any such regularly-scheduled construction meeting;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in changes to the portion of the Plans and Specifications for the Public Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction of the Public Improvements and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements and with City Regulations;

(i) If the Developer performs any soil, construction, and materials testing during construction of the Public Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail in a respect to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use its good faith efforts to enforce such obligations against such entities or persons, or the Developer may cure any failure of performance as provided herein; and

(k) The Developer shall provide any other information or documentation, or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct reasonable pre-final and final inspections of the Public Improvements. Upon acceptance by the City of the Public Improvements, the City shall become responsible for the maintenance of the Public Improvements and making any bond or warranty claim, if applicable.

Section 3.11. Revisions to Scope and Cost of Public Improvements.

(a) The Public Improvement Project Costs, as set forth in Exhibit E, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amounts as set forth in the applicable SAP plus the Developer Cash Contribution. Should the Public Improvements be amended by the City Council in a SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibits attached hereto and shall keep official record of such amendments.

(b) Should the Public Improvement Project Costs exceed the amounts set forth in the SAPs, the Developer must make a Developer Cash Contribution at the time of each PID Bond issuance such that the net proceeds of each series of PID Bonds plus the Developer Cash Contribution, is sufficient to fund the Public Improvement Project Costs for which the PID Bonds are being issued.

Section 3.12. City Police Powers. The Developer recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with Applicable Laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its general contractors and shall not be reimbursable from PID Bond Proceeds.

Section 3.13. Title and Mechanic's Liens.

(a) Title. The Developer agrees that the Public Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(b) Mechanic's Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from

any work performed by any contractor by or on behalf of the Developer. The Developer shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall cause any such claim of lien to be fully discharged no later than thirty (30) days after the Developer's receipt of written notice of the filing thereof.

Section 3.14. City Consents. Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement, or replacement of the Public Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay.

Section 3.15. Right of the City to Make Inspection.

(a) At any time during the construction of the Public Improvements, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Development that are imposed by the Developer or its general contractor or subcontractors. The Developer shall pay the City's costs for the retention of a third-party inspector.

(b) Inspection of the construction of all Public Improvements shall be by the City Representative or his/her designee. In accordance with Section 2.29, the Developer shall pay the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures and Applicable Law to make any repairs or perform any maintenance of Public Improvements which the City has accepted for maintenance. If, during construction of the Public Improvements, the Developer is in default under this Agreement beyond any applicable cure period or in the event of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Public Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after the expiration of ten (10) Business Days after notice is given by the City (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

Section 3.16. Competitive Bidding. The construction of the Public Improvements (which are funded from Assessments) is anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9). In the event that the actual costs of the Public Improvement do not meet the parameters for exemption from the competitive bid

requirement, then either competitive bidding or alternative delivery method may be utilized by the City as allowed by Applicable Law.

Section 3.17. Homeowner's Association. Developer will create detailed Deed Restrictions and a homeowner's association ("HOA") that will enforce the Deed Restrictions set forth herein. In the event the HOA becomes insolvent or fails to maintain proper documentation and filings with the State of Texas as required and loses its authority to operate and transact business as a property owner's association in the State of Texas, then the City shall have the right to, but is not obligated to, enforce the Deed Restrictions and other matters as set forth in this Agreement and shall have all authority granted to the HOA by virtue of this document and related Property Owner's Association Bylaws, including, but not limited to, the authority to impose and collect maintenance fees and other necessary fees and assessments to further the upkeep of subdivision improvements as stipulated herein and as deemed necessary by the City.

(a) Maintenance of such open spaces shall be the responsibility of the subdivider or the HOA, unless accepted by the City Council.

(b) The articles of the HOA shall require homeowner assessments sufficient to meet the necessary annual cost of the improvements. Further, the articles shall provide that the HOA shall be required to expend money for the improvements and repairs to maintain all infrastructures under its jurisdiction. Further, the articles shall require that HOA file with the City annual reports of maintenance and that the board of directors shall be required to initiate any and all needed repairs in a timely manner.

(c) Covenants, conditions and restrictions for the HOA must be filed in each Section and the HOA Maintenance Agreement must be approved and executed before any Assessments are levied by the City on the Property.

ARTICLE IV

TERMINATION EVENTS

Section 4.01. Developer Termination Events.

(a) The Developer may terminate this Agreement as to a Section of Development if the City does not levy Assessments and enter into a Reimbursement Agreement pursuant to Section 8.04 for such Section of the Development.

(b) The Developer may terminate this Agreement if it does not close on all of the Property by the earlier of (i) December 31, 2022 or (ii) the date on which the City levies Assessments on the Property.

Section 4.02. City Termination Events.

(a) The City may terminate this Agreement for each Section if the City determines not to levy Assessments and enter into a Reimbursement Agreement for such Section of the Development by the applicable Section Public Financing Deadline.

(b) The City may terminate this Agreement and any Reimbursement Agreement with respect to the applicable Section and any remaining Section, upon an uncured Event of Default by the Developer pursuant to Article VIII herein.

(c) The City may terminate this Agreement and any Reimbursement Agreement, if Commencement of Construction of the private horizontal improvements (private water, sewer and road improvements) within the first Section of the Development necessary to obtain developed lots, has not occurred within three (3) years of the Effective Date.

(d) The City may terminate this Agreement or any Reimbursement Agreement with respect to any Section, at any time if the Public Improvements to be constructed in such Section have not reached Completion of Construction by the applicable Public Improvement Completion Date, as may have been extended pursuant to the terms of this Agreement or by other written agreement of the Parties.

(e) The City may terminate this Agreement with respect to the applicable Section and any remaining Section if the Developer does not pay the Developer Cash Contribution at closing of the applicable series of PID Bonds.

(f) The City may terminate this Agreement if Developer does not close on all of the Property by the earlier of (i) December 31, 2022 or (ii) the date on which the City levies Assessments on the Property.

Section 4.03. Termination Procedure. If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, including the reimbursement of any of Developer's costs that were previously advanced or incurred or the levy of assessments on any remaining Sections; provided, however, that as of the date of termination, any Public Improvements completed and accepted by the City shall still be subject to reimbursement. Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs other than as set forth herein.

ARTICLE V

TERM

This Agreement shall terminate upon the earlier of: (i) the expiration of the Assessments levied to reimburse the Public Improvements, (ii) (a) the date on which the City and the Developer discharge all of their obligations hereunder, including Completion of Construction and acceptance of the Public Improvements, and (b) all PID Bond Proceeds or Assessment revenues pursuant to a Reimbursement Agreement have been expended for reimbursement of all of the Public Improvements and the Developer has been reimbursed for all completed and accepted Public Improvements up to the Reimbursement Cap but in the amount set forth in the Service and Assessment Plan, (iii) an Event of Default under Article VI pursuant to which the non-defaulting

Party exercises its right to terminate this Agreement, or (iv) the occurrence of a termination event under Article IV pursuant to which a Party has exercised its right to terminate this Agreement.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.01. Developer Default.

Each of the following events shall be an “Event of Default” by the Developer under this Agreement, once the applicable time to cure, if any, as expired:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any respect to maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have thirty (30) calendar days to cure from the date of expiration of such insurance or bonds.

(b) The Developer shall fail to comply with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within sixty (60) calendar days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor’s rights;

(e) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;

(f) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; OR

(g) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue as of the Effective Date.

Section 6.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 6.01(f) above). Except with respect to cure periods set forth in 6.01 above, which

shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or thirty (30) calendar days in the case of a monetary default), with completion of performance within ninety (90) calendar days.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

(c) City's Remedies.

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

- (i) The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable from the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.
- (ii) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

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

Section 6.03. City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within thirty (30) calendar days after the receipt of written notice thereof by the City from the Developer.

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the Developer to the City.

Section 6.04. Developer's Remedies.

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

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

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

Section 6.05. Limited Waiver of Immunity.

(a) The City and the Developer hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, and the City's immunity from suit is waived only as set forth in such statute.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, Texas Local Government Code, as amended, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

- (i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance then due and owed by City under this Agreement or any Reimbursement Agreement and is payable solely from Assessment revenues;

- (i) The recovery of damages against City or the Developer may not include consequential damages or exemplary damages;
- (ii) The Parties may not recover attorney's fees; and
- (iii) The Parties are not entitled to specific performance or injunctive relief against the City.

Section 6.06. Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 6.07. Waiver. Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

ARTICLE VII

INSURANCE, INDEMNIFICATION AND RELEASE

Section 7.01. Insurance. With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

- (i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of one million dollars (\$1,000,000) per occurrence or a limit equal to the amount of the contract amount, two million dollars (\$2,000,000) general aggregate bodily injury and property damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;

- (i) Workers' Compensation insurance as required by law;
- (ii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreements involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.
- (iii) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;
- (iv) Each policy of insurance with the exception of Workers' Compensation and professional liability shall be endorsed to include the City (including its former, current, and future public officials, staff, agents, and employees) as additional insureds;
- (v) Each policy, with the exception of workers' compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and
- (vi) The Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public Improvements and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the contractor shall within ten (10) Business Days after written request provide the City with the certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 7.02. Waiver of Subrogation Rights. The commercial general liability, workers' compensation, business auto and excess liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 7.03. Additional Insured Status. With the exception of worker's compensation insurance and any professional liability insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using additional insured endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 7.04. Certificates of Insurance. Certificates of insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer

shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) Business Days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

Section 7.05. Carriers. All policies of insurance required to be obtained by the Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

ARTICLE VIII

INDEMNIFICATION.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE

PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

Section 8.01. Conflict. Notwithstanding the foregoing provisions of this section: (i) in the event of a conflict between this Agreement and the Development Ordinances, this Agreement shall prevail.

Section 8.02. Notification. The City shall notify the Developer in writing of any alleged failure by the Developer to comply with a provision of this Agreement or the Development Ordinances, which notice shall specify the alleged failure with reasonable particularity. The Developer shall, within thirty (30) days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

ARTICLE IX

PAYMENT OF PUBLIC IMPROVEMENTS

Section 9.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID Bonds or from Assessments pursuant to a Reimbursement Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for the payment or reimbursement of the Public Improvement Project Costs or for the payment of the cost to construct or acquire a Public Improvement by the City will be sufficient for the construction or acquisition of all of the Public Improvements. Any costs of the Public Improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Funds established under the Indentures to pay the costs of the Public Improvements shall in no way diminish any

obligation of the Developer with respect to the construction of or contributions for the Public Improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

(b) Upon written Acceptance of a Public Improvement, the City shall be responsible for all operation and maintenance, subject to any applicable maintenance-bond period, of such Public Improvement, including all costs thereof and relating thereto.

(c) The City's obligation with respect to the reimbursement or payment of the Public Improvement Project Costs as finally set forth in the Service and Assessment Plan, shall be limited to the lower of actual costs or the available PID Bond Proceeds or Assessment revenues, and shall be payable solely from amounts on deposit in the Project Funds from the sale of the PID Bonds as provided herein and in the Indentures, or Assessments collected for the reimbursement or payment of such costs pursuant to Reimbursement Agreement. The Developer agrees and acknowledges that it is responsible for all costs and all expenses related to the Public Improvements in excess of the available PID Bond Proceeds and that the Developer Cash Contribution must be deposited at the time of the issuance of PID Bonds.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to pay or reimburse the Public Improvement Project Costs in the PID. The obligation of Developer to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Public Improvements Project Costs hereunder.

Section 9.02. Remaining Funds after Completion of a Public Improvement.

If, upon the Completion of Construction of a Public Improvement and payment or reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to pay Cost Overruns on any other Public Improvement with the approval of the City Representative, such approval not to be unreasonably withheld, at completion of the Public Improvements for each Section and provided that all Public Improvements for such Section, as set forth in the Service and Assessment Plan, are undertaken at least in part. The elimination of a category of Public Improvements in a Section as set forth in the Service and Assessment Plan will require an amendment to the Service and Assessment Plan. Upon receipt of all acceptance letters from the City for the Public Improvements within an improvement category as set forth in the Service and Assessment Plan, any Cost Underruns from that category may be released to pay for Cost Overruns in another improvement category, as approved by the City.

Section 9.03. Payment Process for Public Improvements.

(a) The City shall authorize payment or reimbursement of the Public Improvement Project Costs from PID Bond Proceeds or from Assessments collected in the PID as set forth in Section 9.04 below. The Developer shall submit a Payment Certificate to the City (no more frequently than monthly) for Public Improvement Project Costs as approved by the City. The form of the Payment Certificate is set forth in Exhibit G, as may be modified by the applicable Indenture

or Reimbursement Agreement. The City shall review the sufficiency of each Payment Certificate with respect to compliance with this Agreement, compliance with the Applicable Law, and compliance with the SAP, and Plans and Specifications. The City shall review each Payment Certificate within thirty (30) Business Days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the applicable Indenture or Reimbursement Agreement, and payment shall be made to the Developer or its designee pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement. Notwithstanding the foregoing, the City shall review the first Payment Certificate within forty-five (45) Business Days of receipt thereof. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves, or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed notice to the Developer within thirty (30) Business Days of receipt thereof. Payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the Public Improvement Project Costs as set forth in Exhibit E and the SAP, from funds available pursuant to the applicable Indenture or Reimbursement Agreement.

(d) Reimbursement to the Developer and the City for administrative costs relating to the creation of the PID, the levy of assessments and issuance of the PID Bonds may be distributed at closing of the applicable series of PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit H.

Section 9.04. Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds.

(a) The City intends to levy Assessments by the applicable Public Improvement Financing Date and may issue PID Bonds at a later date upon completion of the Public Improvement in each Section to reimburse the Public Improvement Project Costs as set forth in the SAP. Reimbursement for the costs of Public Improvements that have reached Completion of Construction shall be made on an annual basis from Assessments levied by the City pursuant to the SAP. Such reimbursement shall be made pursuant to the terms and provisions of one or more Reimbursement Agreements. Such Reimbursement Agreements shall set forth the terms of the annual reimbursement for the costs of the Public Improvements. These Reimbursement Agreement obligations may, in the City's discretion, be reimbursed through the issuance of PID Bonds by the City once the parameters set forth in Section 1.02(d) can be met. The levy of Assessments and the issuance of any PID Bonds to fund obligations under a Reimbursement Agreement is a governmental function of the City and is subject to the City's discretion and shall be determined by the City from time to time. In any event, the issuance of PID Bonds to Fund any

obligations under a Reimbursement Agreement, if the City determines to issue such PID Bonds, shall occur no later than one year after the applicable Public Improvement Financing Date or the City shall not issue such PID Bonds.

(b) Reimbursement or payment of the costs of the Public Improvements shall only be made from the levy of Assessments within the PID as set forth herein.

(c) The term, manner and place of payment or reimbursement to the Developer under this Section shall be set forth in the Reimbursement Agreement.

(d) Reimbursement or payment shall be made only for the costs of the Public Improvements as set forth in this Agreement, the Service and Assessment Plan or in the Reimbursement Agreement, as approved by the City. Any additional public improvements other than the Public Improvements constructed by the Developer and dedicated to the City, shall not be subject to payment or reimbursement under the terms of this Agreement.

Section 9.05. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location that is reasonably convenient for City staff.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 3 years from the date of Completion of Construction of the Public Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

Section 10.01. Representations and Warranties of City.

(a) The City makes the following representation and warranty for the benefit of the Developer:

- (i) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute this

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

- (ii) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 10.02. Representations and Warranties of Developer.

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

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

- (iii) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.
- (iv) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.
- (v) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.
- (vi) Ownership. The Developer represents that it or one or more Affiliates will be the sole owners of the Property within the PID at the time of their creation and will be the sole owners at the time of the levy of Assessments for each Section. The Developer shall consent to the levy of Assessments in substantially the form of the Landowner Consent attached hereto as Exhibit F, and shall not transfer title of any land within the PID prior to the levy of Assessments within each Section.

ARTICLE XI

PROVISIONS FOR DEVELOPER

Section 11.01. Waiver of Actions Under Private Real Property Rights Preservation Act. The Developer hereby waives its right, if any, to assert any causes of action against the City accruing under the Private Real Property Rights Preservation Act, Chapter 2007, Texas Government Code (the "Act"), that the City's execution or performance of this Agreement or any authorized amendment or supplements thereto may constitute, either now or in the future, a

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

ARTICLE XII

GENERAL PROVISIONS

Section 12.01. Notices. Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile or other electronic transmittal, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City: City Manager
Chris Whittaker
121 South Velasco
Angleton TX 77515
Email: cwhittaker@angleton.tx.us

With a copy to: City Attorney
Randle Law Office Ltd., LLP
Grady Randle
820 Gessner, Ste. 1570
Houston, Texas 77024
Email: grady@jgradyrandlepc.com

To the Developer: Developer: Tejas-Angleton Development, L.L.C.
Attn: Wayne L. (Sandy) Rea, II
1306 Marshall Street
Houston, Texas 77006
Telephone No.: 713-993-6453
Email: waynerea@swbell.net

Section 12.02. Make-Whole Provision. If in any calendar year the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance or proposed issuance of PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations (the “PID Bond Fee”). Prior to issuance of any PID Bonds, the City’s financial

advisor shall calculate the PID Bond Fee based on the issued and planned debt issuances for the City and shall notify the Developer of the total amount due prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) Business Days after receiving notice from the City of the amount of PID Bond Fee due to the City. If the City has not forgone the ability to issue a series of obligations as qualified tax exempt obligations, the PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer. The City shall not be required to sell any series of PID Bonds until the Developer has paid the estimated PID Bond Fee.

If the City is planning to issue debt obligations as qualified tax-exempt obligations prior to the issuance of PID Bonds in any calendar year, the City may (but is not obligated to) notify the Developer that it is planning to issue qualified tax-exempt obligations that may limit the amount of debt that the City can issue in a calendar year. In connection with the delivery of such notice, the City's financial advisor shall provide a calculation of the interest savings that the City would achieve by issuing the obligations the City plans to issue in the year as qualified tax-exempt obligations as opposed to non-qualified tax-exempt obligations. If following the receipt of such notice the Developer asks the City to forego designating the obligations as qualified tax-exempt obligations in order to preserve capacity for PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. The Developer agrees to pay the PID Bond Fee to the City within ten (10) Business Days after receiving notice from the City of the amount of PID Bond Fee due to the City. Upon receipt of the PID Bond Fee, the City agrees not to designate the obligations planned for issuance as qualified tax-exempt obligations. Such payment is compensation to the City for choosing to forego the designation of obligations as qualified tax-exempt obligations, and the PID Bond Fee may be used for any lawful purpose of the City. The City shall include language similar to this Section 12.02 in any agreement it enters into with a developer or landowner where the issuance of public improvement district bonds is contemplated.

Section 12.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements may be assigned to an Affiliate without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Council, which consent shall not be unreasonably withheld, conditioned or delayed if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Council. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written

records of all assignments made by Developer to assignee, including a copy of each executed assignment and the assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property. The City shall not be required to make any representations or execute any consent with respect to an assignment to an Affiliate and shall not be required to make any representations with respect to any assignment to a non-Affiliate.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement or any Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or other representations with respect thereto.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days after written notice to the lender, not to be unreasonably withheld. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. The City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or other representations with respect thereto.

(d) The City shall not be required to acknowledge the receipt of any Assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email.

(e) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 12.04. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 12.05. Entire Agreement; Amendment. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 12.06. Time. In computing the number of calendar days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays. If the final day of any time period (with respect to calendar days or Business Days) falls on a Saturday, Sunday, or legal holiday (as observed by the City), then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday (as observed by the City).

Section 12.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 12.08. Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement shall not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 12.09. No Third-Party Beneficiaries. The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties. The City does not consent to and will not participate in any third-party financing of the Assessment revenues.

Section 12.10. Notice of Assignment. Developer shall not transfer any portion of the Property prior to the levy of Assessments, except as provided in Section 1.05. Subject to Section 12.03 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. Developer must provide the following:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;

(b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;

(d) the notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

Section 12.11. No Joint Venture. Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 12.12. Estoppel Certificates. From time to time within fifteen (15) Business Days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, with no duty of inquiry, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 12.13. Independence of Action. It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 12.14. Limited Recourse. No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 12.15. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 12.16. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 12.17. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 12.18. Conditions Precedent. This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement.

Section 12.19. No Reduction of Assessments. Following the issuance of each series of PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments levied in payment of such PID Bonds. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

Section 12.20. Anti-Boycott Verification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 12.21. Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 12.22. Petroleum.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

Section 12.23. Firearms.

To the extent this Purchase Contract constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the

action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

Section 12.24. Governing Law. The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules, and venue for any action concerning this Agreement and the Reimbursement Agreement shall be in the State District Court of Brazoria County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 12.25. Conflict. In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls. In the event of any conflict between this Agreement and the Reimbursement Agreement, the Reimbursement Agreement shall control, except that in all cases, Applicable Law shall control.

Section 12.26. PID Policy Requirements & PID Enhancement Fund Payment. Developer agrees to comply with all steps, requirements, payments that are not superseded by this Agreement, as set out by the City of Angleton PID Policy. Developer agrees to pay to the City the PID Enhancement Fund as defined in this agreement and as set out in the City of Angleton PID Policy for each Section. At such time as PID Bonds for a particular Section are issued by the City, the PID Enhancement Fund payment will be payable for such Section or Sections upon closing and delivery of the net proceeds realized by Developer from the sale of PID Bonds for such Section or Sections.

Section 12.27. Change in Control. The Developer shall notify the City within fifteen (15) business days after any substantial change in ownership or control of the Developer. As used herein, the words “substantial change in ownership or control” shall mean a change of more than 49% of the stock or equitable ownership of the Developer. Any sale of the Property or agreement for the sale, transfer, or assignment of control or ownership of the Developer shall recite and incorporate this Agreement as binding on any purchaser, transferee, or assignee.

Section 12.28. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to

his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 12.29. Independence of Action. It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 12.30. Limited Recourse. No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 12.31. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 12.32. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 12.33. No Acceleration. All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 12.34. Conditions Precedent. This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement.

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

[Signature Page Immediately Follows]

CITY OF ANGLETON, TEXAS

By: _____
Jason Perez, Mayor

Date: _____

ATTEST

By: _____
Frances Aguilar, City Secretary

Date: _____

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This instrument was acknowledged before me on _____, 2022, by
Jason Perez, Mayor of the City Angleton, Texas.

Notary Public, State of Texas

DEVELOPER

TEJAS-ANGLETON DEVELOPMENT, L.L.C.
a Texas Limited Liability Company

Wayne L. Rea, II

Title: Manager

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 2022, by Wayne L. Rea, II, of TEJAS-ANGLETON DEVELOPMENT, L.L.C., a Texas Limited Liability Company, on behalf of said entity.

Notary Public, State of Texas



EXHIBIT "B"
LAND PLAN

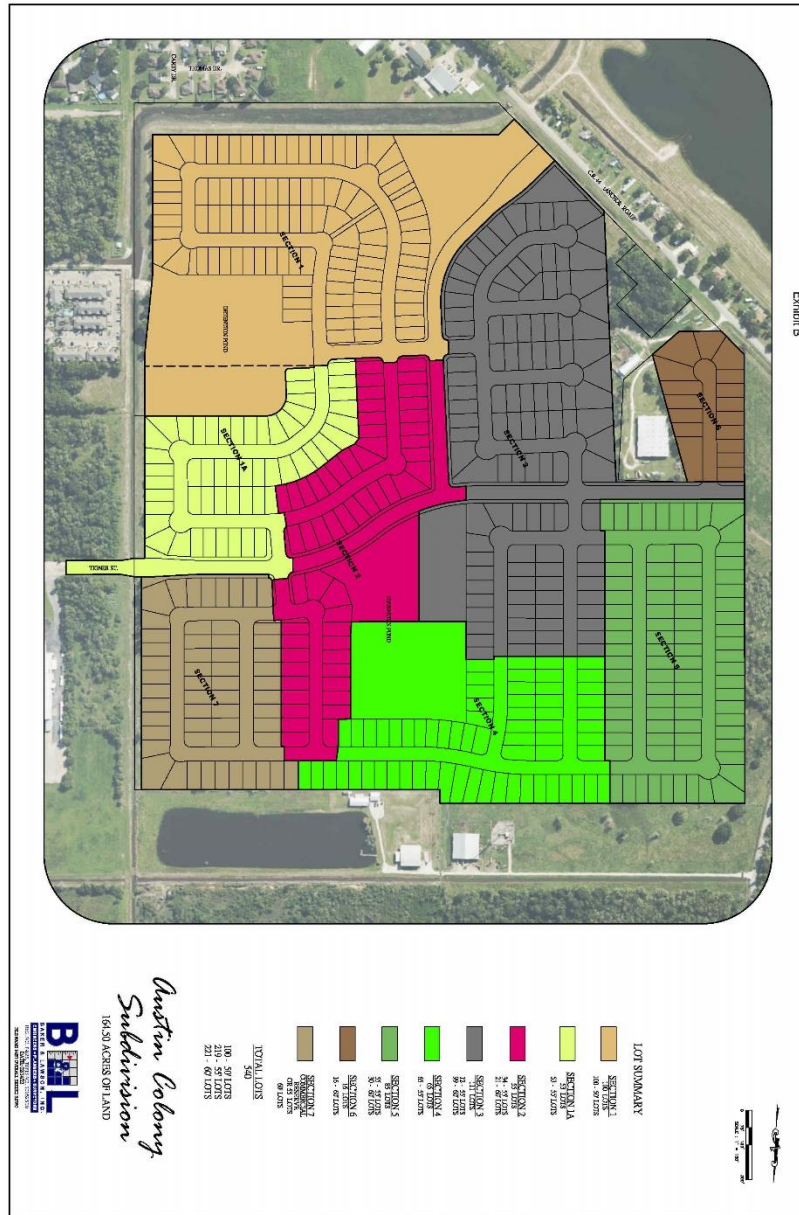


EXHIBIT “C”
CAPACITY ACQUISITION FEE MEMO



Memo

Date: Friday, May 20, 2022

Project: Austin Colony Subdivision (Tigner Tract) (Revised – 540 Lots)

To: Walter Reeves, Director of Development Services

From: John Peterson, PE, CFM

Subject: Water and Wastewater Capacity Acquisition Fee

The City of Angleton has coordinated with a Developer for the proposed subdivision at Austin Colony, along Anchor Road (CR 44) to the east of Highway 288. The proposed development consists of 540 single-family residences on approximately 166 acres and is currently planned to be a phased development. Based on this information and using the planning criteria for water demand and sewer loading from the utility master plan, below is the summary of the assumptions, analysis and model results.

Capacity Verification

- Water Demand
 - Average Daily Demand (ADD): 300 gallons per day per connection, $540 \times 300 = 162,000$ gpd or 112.50 gpm
 - Max Daily Demand (MDD): $1.7 \times \text{ADD} = 191.25$ gpm
 - Peak Hour Demand (PHD): $1.25 \times \text{MDD} = 239.06$ gpm
- Water Model Run
 - There are two existing water mains located in the vicinity of the proposed subdivision (see Exhibit #1). One is a 12" water main that runs along the north side of Anchor Road, that will be required to be extended northwest along CR 44 to and across the property in order to service the subdivision. The second is a 10" water main that runs along the north side of Tigner Road that will also be required to be extended to the west to serve as a second point of connection for the proposed subdivision. It is currently assumed that the proposed development will make connections to both of these water mains in order to create a looped system within the subdivision.
 - **The existing model was run for the scenario above. The model shows that there is sufficient pressure and fire flow when the systems are looped together (See Exhibit #2).**
- Wastewater Flows
 - Average Daily Flow (ADF): 255 gallons per day per connection, $540 \times 255 = 137,700$ gpd or 95.63 gpm
 - Peak Hour Wet Weather Flow (PWF): $4 \times \text{ADF} = 382.50$ gpm
- Wastewater Model Run
 - The existing model was run for PWF scenario, which uses a peaking factor of 4.

- There is an existing 24" sewer main along the western boundary of the proposed subdivision that has available capacity at that location. For the wastewater assessment, it was assumed that the wastewater loading for the subdivision will discharge into the City's collection system near the unimproved western portion of Tigner Street.
- This 24" gravity sewer main continues south and discharges into Lift Station No. 7 (N Kaysie Lift Station).
- The Lift Station No. 7 then pumps wastewater through an 18" force main directly to the Oyster Creek WWTP along Sebesta Road.

Capacity Acquisition Fee:

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

- Water Service
 - The City has adopted a flat fee of \$536.70 per ESU for water service throughout the City.
- Wastewater Service
 - Total Capacity of 24" Sanitary Sewer set at TCEQ minimum slope is 2,871 gpm
 - Percentage utilization of 24" gravity sanitary sewer for Austin Colony is 13% (peak flow)
 - Total Capacity of 36" Sanitary Sewer set at TCEQ minimum slope is 6,348 gpm
 - Percentage utilization of 36" gravity sanitary sewer for Austin Colony is 6% (peak flow)
 - Total Firm Capacity (assumed) of LS No. 7 is 2,380 gpm
 - Based on the assumed capacity of the lift station, the percent utilization of LS No. 7 pumping capacity and 18" force main for Austin Colony is 16% (peak flow)
 - Fee for sewer service is \$850.55 per ESU

Therefore, the combined cost per ESU (water and wastewater) will be approximately \$1,387.25. The total fee for the projected 540 homes for Austin Colony is approximately \$749,115.00. It is noted that any changes in the projected number of ESUs will need to be updated accordingly in the CAF review. Additionally, proposed ESUs for clubhouses or pools were not considered and shall be included accordingly in the total ESU projection for the proposed Austin Colony Subdivision.

ATTACHMENTS

Appendix A – Capacity Acquisition Fee Calculations

Exhibit 1 – Water Model System Map (Before Development – Available Fire Flow and Pressure)

Exhibit 2 – Water Model System Map (After Development – Available Fire Flow and Pressure)

Exhibit 3 – Wastewater System Map (Austin Colony Subdivision Sanitary Sewer Trace)

APPENDIX A - PROPOSED COST PER CONNECTION

Water Plants								
Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 300 gpd)
Henderson Water Plant								
1 MG GST	\$ 2,000,000	1988	4519	\$ 825,992	1	\$ 825,992		
750 gpm pumps	\$ 51,250	2006	7751	\$ 36,304	2	\$ 72,608		
850 gpm pumps	\$ 51,250	2010	8802	\$ 41,227	3	\$ 123,680		
Total Henderson Water Plant						\$ 1,022,280	3,672,000	\$83.52
Chenango Water Plant								
1 MG GST	\$ 2,000,000	1953	600	\$ 109,669	1	\$ 109,669		
850 gpm pumps	\$ 51,250	2005	7446	\$ 34,875	3	\$ 104,626		
Total Chenango Water Plant						\$ 214,296	3,672,000	\$17.51
Jamison Water Plant								
450k GST	\$ 987,500	2009	8570	\$ 773,430	1	\$ 773,430		
850 gpm pumps	\$ 51,250	2015	10035	\$ 47,002	3	\$ 141,005		
10k Hydro Tanks	\$ 77,500	2009	8570	\$ 60,700	2	\$ 121,399		
Total Jamison Water Plant						\$ 1,035,835	3,672,000	\$84.63
Water Well #11	\$ 1,062,500	1985	4195	\$ 407,347	1	\$ 407,347	1,224,000	\$99.84
Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	¹ Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 200 gpd)
Northside EST	\$ 2,000,000	1961	847	\$ 154,816	1	\$ 154,816	500,000	\$61.93
Southside EST	\$ 2,000,000	1977	2576	\$ 470,846	1	\$ 470,846	500,000	\$188.34
¹ Total Cost Per Connection for Water Purchased From Brazosport Water Authority (BWA)								\$0.94
² Total Estimated Cost Per Water Connection								\$536.70

Wastewater Plants

Asset Name	Current Construction Cost Estimate	Year Constructed	ENR Value for Construction Year	³ Estimated Construction Cost in Year of Construction	Number of Assets	Total Estimated Construction Cost	Production (gpd)	Cost per ESU (1 ESU = 255 gpd)
Oyster Creek Sanitary Sewer Treatment Plant	\$ 36,000,000	1980	9237	\$ 10,163,265	1	\$ 10,163,265	3,600,000	\$ 719.90

Wastewater Infrastructure

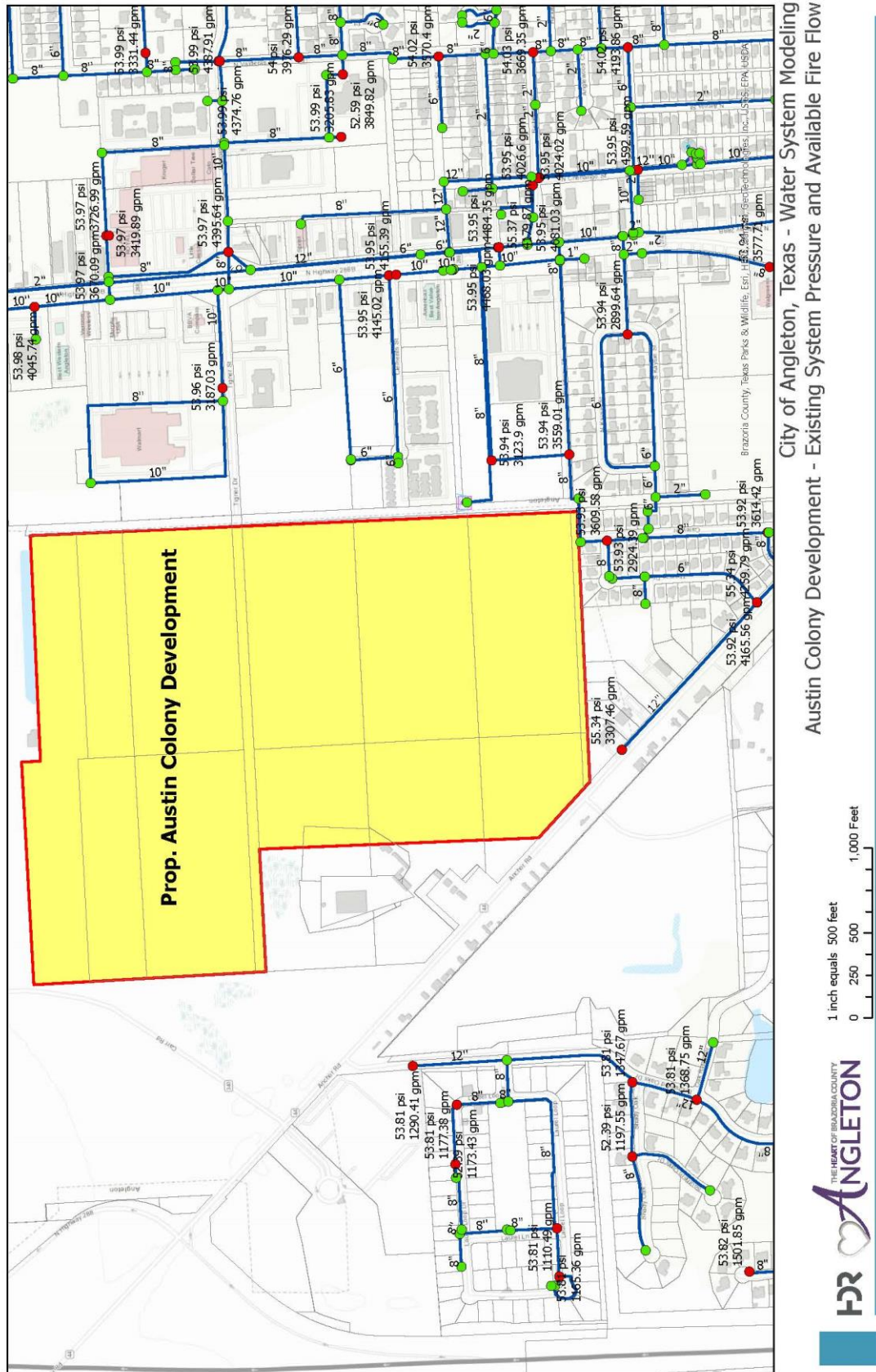
Asset Name	Current Construction Cost Estimate	Est. Year Constructed	ENR Value for Construction Year	² Estimated Construction Cost in Year of Construction	% of Capacity	Total Estimated Construction Cost	Development ESU's	Cost per ESU (1 ESU = 255 gpd)	
Gravity Sewer									
24" Main (2,740 feet)	\$ 753,500	1970	1381	\$ 90,754	13%	\$ 12,092	540	\$ 22.39	
36" Main (390 feet)	\$ 165,750	1970	1381	\$ 19,963	6%	\$ 1,203		\$ 2.23	
Total Gravity Sewer						\$ 13,294		\$ 24.62	
Force Main									
18" Force Main (12,300 feet)	\$ 1,807,900	1970	1381	\$ 217,749	16%	\$ 34,995		\$ 64.81	
Total Force Main						\$ 34,995		\$ 64.81	
Lift Station									
No. 7	\$ 1,150,000	1970	1381	\$ 138,510	16%	\$ 22,260		\$ 41.22	
Total Lift Station						\$ 22,260		\$ 41.22	
Total Wastewater Infrastructure						\$ 70,550		\$ 130.65	

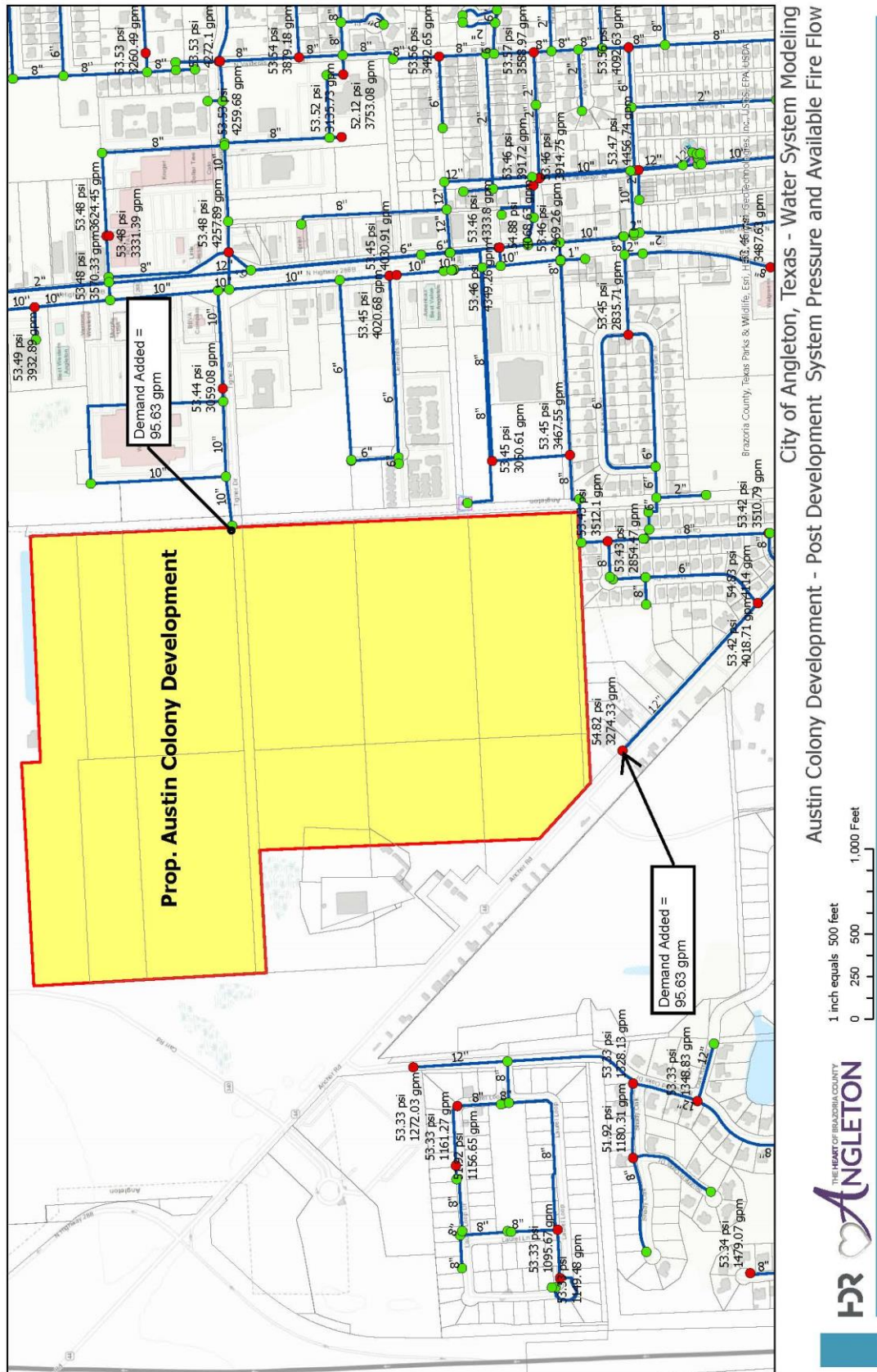
Total Estimated Cost Per Wastewater Connection	\$850.55
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¹ The City purchases approximately 1.8 MGD from BWA which is provided at a rate of \$3.12 per 1,000 gallons. Therefore, one (1) ESU or 300 gallons, is approximately \$0.94.

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

³ The cost shown is taken by dividing the current construction cost estimate by the 2020 ENR Value of 11466.





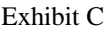


EXHIBIT “D”**PID PETITION****PETITION FOR CREATION OF****AUSTIN’S COLONY PUBLIC IMPROVEMENT DISTRICT**

TO THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF ANGLETON, TEXAS:

COMES NOW Leah Tigner, as Independent Executrix of the Estate of John Hughes Tigner, III, Deceased, and Williams Marshall Tigner, II and Tiffany Aleece Tigner Schlensker with a reservation of Life Estate of Williams Marshall Tigner, (“Owners”), the owners of a parcel or parcels of taxable real property, and pursuant to Section 372.005 of the Texas Local Government Code (the “Act”), who hereby petition the City of Angleton, Texas (“City”), to conduct a hearing on this Petition and to create a Public Improvement District pursuant to Chapter 372, Texas Local Government Code, as amended, to be known as “Austin’s Colony Public Improvement District” (the “District”). In support of same, Owners would respectfully show the following:

I.

The boundaries of the proposed District are set forth in Exhibit “A” attached hereto and incorporated by reference herein.

II.

The general nature of the proposed public improvements (the “Improvements”) are: (i) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (ii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iii) landscaping; (iv) the establishment or improvement of parks; (v) erection of fountains, distinctive lighting, and signs; (vi) projects similar to those listed in (i)-(v); (vii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (viii) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (ix) payment of expenses incurred in the establishment, administration, and operation of the District, including the costs of financing the public improvements listed above.

III.

The estimated total cost of the proposed Improvements is \$31,250,000.00.

IV.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those public

Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those public Improvements (including interest).

V.

All of the cost of the proposed Improvements shall be apportioned to and paid by assessment of the property within the District. The City will pay none of the costs of the proposed Improvements. Any remaining costs of the proposed Improvements will be paid from sources other than assessment of the property within the District.

VI.

The management of the District will be by the City with the assistance of a third-party administrator hired by the City and paid as part of the annual administrative cost of the District.

VII.

The persons or entities (through authorized representatives) signing this Petition request the establishment of the District.

VIII.

It is proposed that an advisory body not be established to develop and recommend an improvement plan to the governing body of the City.

IX.

The persons or entities (through authorized representatives) signing this Petition are also owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and the record owners of real property liable for assessment under the proposal who: (a) constitute more than fifty percent (50%) of all record owners of property that are liable for assessment under the proposal, and (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

X.

This Petition will be filed with the City Secretary, City of Angleton, Texas.

XI.

This Petition may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts will collectively constitute one Petition.

EXHIBIT A

PETITION FOR CREATION OF

AUSTIN'S COLONY PUBLIC IMPROVEMENT DISTRICT

Being a tract of land containing 164.50 acres (7,165,737 square feet), located within J. De J Valderas Survey, Abstract Number (No.) 380, in Brazoria County, Texas; Said 164.50 acre tract being all of Lots 74, 80, 81, 82 and 83 and a portion of Lots 73, 75, 76, 77 and 84 of the New York and Texas Land Company Subdivision recorded under Volume (Vol.) 26, Page 140 of the Brazoria County Deed Records (B.C.D.R.), being a 166.97 acre tract save and except a 2.472 acre tract recorded in the name of Thomas H. Journeay and Elizabeth Journeay under Brazoria County Clerk's File (B.C.C.F.) No. 2014047617; Said 164.50 acres being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

Overall 166.97 acre tract:

BEGINNING at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.), for the southwest corner of the herein described tract;

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 853.57 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the south corner of a called 1.50 acre tract recorded in the name of Williams M. Tigner, II under B.C.C.F. No. 2019055977, for an angle point of the herein described tract;

THENCE, with the easterly lines of said 1.50 acre tract the following four (4) courses:

1. North 43 degrees 09 minutes 58 seconds East, at a distance of 1.35 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 122.66 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set for an interior corner of the herein described tract;
2. North 49 degrees 37 minutes 04 seconds West, a distance of 128.89 feet to a 1/2-inch iron rod with cap found for an angle point;
3. North 42 degrees 06 minutes 44 seconds East, a distance of 126.66 feet to a 1/2-inch iron rod with cap found for an interior corner of the herein described tract;
4. North 49 degrees 03 minutes 29 seconds West, a distance of 208.32 feet to a 1/2-inch iron rod with cap found at the north corner of said 1.50 acre tract, for an interior corner of the herein described tract;

THENCE, with the northwest line of said 1.50 acre tract, South 43 degrees 14 minutes 22 seconds West, at a distance of 235.10 feet pass a 1/2-inch iron rod with cap found for reference, continue in all a distance of 237.02 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the northeast R.O.W. line of said Anchor Road, at the west corner of said 1.50 acre tract, for an angle point;

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 329.32 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the east line of an undeveloped road (sixty feet wide per Vol. 26, Page 140 B.C.D.R.) on the west line of said Lot 76, for the southwest corner of the herein described tract;

THENCE, with the east line of said undeveloped road and the west lines of said Lots 76, 75, 74 and 73, North 02 degrees 57 minutes 24 seconds West, a distance of 1,941.54 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of a called 10 acre tract recorded in the name of Benjamin F. Gray under B.C.C.F. No. 1999047350, for the northwest corner of the herein described tract;

THENCE, with the south line of said 10 acre tract, North 87 degrees 11 minutes 18 seconds East, a distance of 1,320.08 feet to a 5/8-inch iron rod found at southwest corner of a called 10 acre tract recorded in the name of Benjamin F. Gray under B.C.C.F. No. 2006070636, at the southeast corner of said 10 acre tract recorded in B.C.C.F. No. 1999047350, for the northwest corner of a 60' X 1,320' strip recorded in the name of Benjamin F. Gray under B.C.C.F. No. 2003054771, for an angle point;

THENCE, with the west line of said a 60' X 1,320' strip, South 02 degrees 52 minutes 02 seconds East, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the southwest corner of said a 60' X 1,320' strip, for an interior corner of the herein described tract;

THENCE, with the south line of said a 60' X 1,320' strip, North 87 degrees 07 minutes 58 seconds East, a distance of 1,321.11 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set on the west line of Karankawa Road (undeveloped sixty feet wide per Vol. 26, page 140 B.C.D.R.), at the southeast corner of said a 60' X 1,320' strip, for the northeast corner of the herein described tract;

THENCE, with the west R.O.W. line of said Karankawa Road, being the east line of Lots 84, 83, 82, 81 and 80, South 02 degrees 52 minutes 54 seconds East, a distance of 2,970.25 feet to a 5/8-inch iron rod with cap stamped "Baker & Lawson" set at the northeast corner of a twenty-foot drainage easement dedicated by the Second Replat of Angleton Meadows Subdivision recorded under Vol. 17, Page 263 of the B.C.P.R., for the southeast corner of said Lot 80 and the herein described tract;

THENCE, with the north line of said Angleton Meadows Subdivision and Angleton Meadows Business Park, and the south lines of said Lots 80 and 77, South 87 degrees 09 minutes 29 seconds West, a distance of 1,575.33 feet to the **POINT OF BEGINNING** and containing 166.97 acres of land.

SAVE AND EXCEPT 2.47 ACRES:

COMMENCING at a 1/2-inch iron rod with cap found on the northeast right-of-way (R.O.W.) line of Anchor Road (AKA County Road 44, one hundred ten feet wide), on the south line of said Lot 77, at the northwest corner of Lot 1 of the Angleton Meadows Business Park recorded under Plat No. 2005019895 of the Brazoria County Plat Records (B.C.P.R.);

THENCE, with the northeast R.O.W. line of said Anchor Road, North 47 degrees 10 minutes 56 seconds West, a distance of 1,245.66 feet to an angle point;

THENCE, through and across said Lot 76 the following five (5) courses:

1. North 42 degrees 49 minutes 04 seconds East, a distance of 284.35 feet to a 5/8-inch iron rod found for the south corner and **POINT OF BEGINNING** of the herein described tract;
2. North 18 degrees 16 minutes 53 seconds West, a distance of 571.37 feet to a 5/8-inch iron rod found at the northwest corner of the herein described tract;
3. North 88 degrees 50 minutes 27 seconds East, a distance of 299.56 feet to a 5/8-inch iron rod found at the northeast corner of the herein described tract;
4. South 00 degrees 07 minutes 27 seconds West, a distance of 434.88 feet to a 5/8-inch iron rod found at the southeast corner of the herein described tract;
5. South 46 degrees 22 minutes 47 seconds West, a distance of 164.83 feet to the **POINT OF BEGINNING** and containing 2.47 acres of land.

OVERALL: 166.97 ACRES

SAVE AND EXCEPT: 2.47 ACRES

TOTAL: 164.50 ACRES

EXHIBIT E**PUBLIC IMPROVEMENTS TO BE CONSTRUCTED WITH PID FUNDS**

The Public Improvements and costs set forth below are estimates and final Public Improvements and costs shall be as set forth in the applicable Service and Assessment Plan. The Service and Assessment Plan will also include costs of issuance for the PID Bonds.

ITEM DESCRIPTION	COMBINED EXTENSION	1 QTY.	1A QTY.	2 QTY.	1 EXTENSION	1A EXTENSION	2 EXTENSION
Clearing Right of Way - Demolition of barbed Wire Fence	\$ 4,100.00	3,280	0	0	\$ 4,100.00	\$ 0.00	\$ 0.00
Clearing and Grubbing	\$ 376,800.00	42.36	17.00	16.00	\$ 211,800.00	\$ 85,000.00	\$ 80,000.00
Roadway Excavation (Includes Lot Grading)	\$ 84,703.50	5,391	6,327	4,416	\$ 28,302.75	\$ 33,216.75	\$ 23,184.00
6" Lime Stabilized Subgrade	\$ 105,212.25	17,806	13,666	15,289	\$ 40,063.50	\$ 30,748.50	\$ 34,400.25
Lime (7% by Weight)	\$ 191,676.80	281	288	323	\$ 60,311.80	\$ 61,920.00	\$ 69,445.00
Concrete Pavement 6" Thick	\$ 2,230,611.00	16,622	12,027	13,438	\$ 880,966.00	\$ 637,431.00	\$ 712,214.00
Concrete Curb (4" to 6")	\$ 166,491.60	9,531	7,374	8,321	\$ 62,904.60	\$ 48,668.40	\$ 54,918.60
Concrete Sidewalk	\$ 281,826.00	14,260	5,730	7,640	\$ 145,452.00	\$ 58,446.00	\$ 77,928.00
Concrete Wheelchair Rmps	\$ 57,200.00	10	7	9	\$ 22,000.00	\$ 15,400.00	\$ 19,800.00
24" Driveway Culvert (Under Pvmnt)(Entry Drive)	\$ 11,136.00	128	0	0	\$ 11,136.00	\$ 0.00	\$ 0.00
Installation of Geotechnical Fabric for Wet Sand	\$ 12,565.00	1,913	600	0	\$ 9,565.00	\$ 3,000.00	\$ 0.00
Street Signs	\$ 6,670.80	7	3	2	\$ 3,891.30	\$ 1,667.70	\$ 1,111.80
Type III Barricades	\$ 6,060.80	4	1	3	\$ 3,030.40	\$ 757.60	\$ 2,272.80
Precast S.E.T. (24" w/ 6:1 Slopes)	\$ 3,355.80	2	0	0	\$ 3,355.80	\$ 0.00	\$ 0.00
Boring (Casing for 12" W.L.)	\$ 33,750.00	35	100	0	\$ 8,750.00	\$ 25,000.00	\$ 0.00
Boring (8" San. Sew., 9'-11' Depth)	\$ 40,500.00	35	100	0	\$ 10,500.00	\$ 30,000.00	\$ 0.00
4" Waterline	\$ 500.00	20	0	0	\$ 500.00	\$ 0.00	\$ 0.00
6" FH Lead (6' Long)	\$ 2,166.00	10	3	2	\$ 1,444.00	\$ 433.20	\$ 288.80
8" Waterline	\$ 393,452.00	4,090	2,686	3,578	\$ 155,420.00	\$ 102,068.00	\$ 135,964.00
12" Waterline	\$ 24,700.00	380	0	0	\$ 24,700.00	\$ 0.00	\$ 0.00
12" Wet Connection	\$ 5,043.20	1	1	2	\$ 1,260.80	\$ 1,260.80	\$ 2,521.60
Fittings	\$ 104,820.03	5.17	2.60	3.60	\$ 47,662.23	\$ 23,969.40	\$ 33,188.40
Waterline Plugs (All Sizes)	\$ 8,462.30	6	1	4	\$ 4,615.80	\$ 769.30	\$ 3,077.20
Water Line Service (Short-Single)	\$ 5,306.70	3	2	2	\$ 2,274.30	\$ 1,516.20	\$ 1,516.20
Water Line Service (Short-Double)	\$ 37,474.50	18	14	11	\$ 15,687.00	\$ 12,201.00	\$ 9,586.50
Water Line Service (Long-Single)	\$ 6,862.10	3	2	2	\$ 2,940.90	\$ 1,960.60	\$ 1,960.60
Water Line Service (Long-Double)	\$ 56,877.60	28	13	11	\$ 30,626.40	\$ 14,219.40	\$ 12,031.80
6" Gate Valve w/ Box	\$ 16,500.00	10	3	2	\$ 11,000.00	\$ 3,300.00	\$ 2,200.00
8" Gate Valve w/ Box	\$ 46,400.00	15	6	8	\$ 24,000.00	\$ 9,600.00	\$ 12,800.00
12" Gate Valve w/ Box	\$ 3,200.00	1	0	0	\$ 3,200.00	\$ 0.00	\$ 0.00
Fire Hydrant	\$ 48,000.00	10	3	2	\$ 32,000.00	\$ 9,600.00	\$ 6,400.00
8" Solid White Thermoplastic Pvmnt Marking	\$ 3,565.00	75	500	0	\$ 465.00	\$ 3,100.00	\$ 0.00
Sanitary Sewer Manhole	\$ 180,000.00	20	10	10	\$ 90,000.00	\$ 45,000.00	\$ 45,000.00
Sanitary Sewer Manhole (Extra Depth)	\$ 4,891.29	4.22	2	4	\$ 2,019.69	\$ 957.20	\$ 1,914.40
Sanitary Sewer Manhole (Stub In)	\$ 12,636.60	1	1	0	\$ 6,318.30	\$ 6,318.30	\$ 0.00
8" Sanitary Sewer (0' to 5' Depth)	\$ 90,592.00	1,314	600	470	\$ 49,932.00	\$ 22,800.00	\$ 17,860.00
8" Sanitary Sewer (5' to 7' Depth)	\$ 71,526.00	503	600	600	\$ 21,126.00	\$ 25,200.00	\$ 25,200.00
8" Sanitary Sewer (7' to 9' Depth)	\$ 132,400.00	1,608	600	440	\$ 80,400.00	\$ 30,000.00	\$ 22,000.00
8" Sanitary Sewer (9' to 11' Depth)	\$ 58,825.00	305	600	0	\$ 19,825.00	\$ 39,000.00	\$ 0.00
Sanitary Sewer Service (Short-Single)	\$ 13,844.60	7	2	2	\$ 8,810.20	\$ 2,517.20	\$ 2,517.20
Sanitary Sewer Service (Short-Double)	\$ 62,899.20	28	13	11	\$ 33,868.80	\$ 15,724.80	\$ 13,305.60
Sanitary Sewer Service (Long-Double)	\$ 73,537.60	16	14	11	\$ 28,697.60	\$ 25,110.40	\$ 19,729.60
Sanitary Sewer Service (Long-Single)	\$ 17,218.80	5	2	2	\$ 9,566.00	\$ 3,826.40	\$ 3,826.40
Sanitary Sewer Plug (All Sizes)	\$ 1,078.20	4	0	2	\$ 718.80	\$ 0.00	\$ 359.40
Wellpointing (Sanitary Sewer Construction)	\$ 94,740.10	1,913	600	0	\$ 72,120.10	\$ 22,620.00	\$ 0.00
Deep Trench Construction (San. Sew. 5' to 7')	\$ 1,571.40	546	600	600	\$ 491.40	\$ 540.00	\$ 540.00
Deep Trench Construction (San. Sew. Over 7')	\$ 3,197.70	1,913	1,200	440	\$ 1,721.70	\$ 1,080.00	\$ 396.00
Deep Trench Construction (St. Sew. 5' to 7')	\$ 3,215.70	1,253	1,250	1,070	\$ 1,127.70	\$ 1,125.00	\$ 963.00
Deep Trench Construction (St. Sew. Over 7')	\$ 3,113.10	1,979	1,030	450	\$ 1,781.10	\$ 927.00	\$ 405.00
Rock Rip Rap (2 Locations)(10" to 16" Round)	\$ 57,305.30	1440	770	0	\$ 37,339.20	\$ 19,966.10	\$ 0.00
Perimeter Drainage Swales("V" Bot, 6"-24" Deep, 4:1 Slopes)	\$ 89,240.00	2,040	1,840	0	\$ 46,920.00	\$ 42,320.00	\$ 0.00
Conc. Slope Paving - Pipe Outfall w/ Cut-Off	\$ 18,897.20	1	2	1	\$ 4,724.30	\$ 9,448.60	\$ 4,724.30
Conc. Pilot Channel (5-1/2" Thick, 4' Wide)	\$ 70,070.17	425	626	0	\$ 28,334.75	\$ 41,735.42	\$ 0.00
Inlets (Type C - L = 5')	\$ 259,700.00	19	17	13	\$ 100,700.00	\$ 90,100.00	\$ 68,900.00
Inlets (Type C - L = 10')	\$ 5,600.00	1	0	0	\$ 5,600.00	\$ 0.00	\$ 0.00
Inlets (Type A)(Entry Drive)	\$ 3,000.00	1	0	0	\$ 3,000.00	\$ 0.00	\$ 0.00
Storm Sewer Manholes (2 Pipes)	\$ 58,500.00	6	4	3	\$ 27,000.00	\$ 18,000.00	\$ 13,500.00
Storm Sewer Manhole (3 Pipes)	\$ 51,000.00	5	0	1	\$ 42,500.00	\$ 0.00	\$ 8,500.00
Storm Sewer Manholes (1 Jt. San. Sew.)	\$ 28,000.00	3	2	2	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00
18" Storm Sewer (Under Pvmnt)	\$ 6,630.00	102	0	0	\$ 6,630.00	\$ 0.00	\$ 0.00
24" Storm Sewer (Under Pvmnt)	\$ 38,080.00	56	330	90	\$ 4,480.00	\$ 26,400.00	\$ 7,200.00
30" Storm Sewer (Under Pvmnt)	\$ 311,640.00	960	920	1060	\$ 101,760.00	\$ 97,520.00	\$ 112,360.00
36" Storm Sewer (Under Pvmnt)	\$ 101,286.00	302	160	200	\$ 46,206.00	\$ 24,480.00	\$ 30,600.00
42" Storm Sewer (Under Pvmnt)	\$ 272,650.00	110	350	870	\$ 22,550.00	\$ 71,750.00	\$ 178,350.00
48" Storm Sewer (Under Pvmnt)	\$ 171,250.00	455	230	0	\$ 113,750.00	\$ 57,500.00	\$ 0.00
54" Storm Sewer (Under Pvmnt)	\$ 65,520.00	112	70	0	\$ 40,320.00	\$ 25,200.00	\$ 0.00
5' x 4' Box Culvert (Under Pvmnt)	\$ 257,000.00	294	220	0	\$ 147,000.00	\$ 110,000.00	\$ 0.00
7' x 4' Box Culvert (Outfall to Pond)	\$ 143,500.00	205	0	0	\$ 143,500.00	\$ 0.00	\$ 0.00
18" HDPE (From perimeter Swale to CR 44)	\$ 5,200.00	40	40	0	\$ 2,600.00	\$ 2,600.00	\$ 0.00
24" Storm Sewer (Grass)	\$ 11,600.00	145	0	0	\$ 11,600.00	\$ 0.00	\$ 0.00
24" Storm Sewer (Grass) (Oufall from Detention)	\$ 11,700.00	130	0	0	\$ 11,700.00	\$ 0.00	\$ 0.00
42" Storm Sewer (Grass)	\$ 79,920.00	444	0	0	\$ 79,920.00	\$ 0.00	\$ 0.00
Storm Sewer Plug (All Sizes)	\$ 2,933.60	4	2	2	\$ 1,466.80	\$ 733.40	\$ 733.40
Storm Water Pollution Prevention Plan	\$ 46,137.30	1	1	1	\$ 15,379.10	\$ 15,379.10	\$ 15,379.10
4" Sch. 40 PVC Conduits (4 Locations)	\$ 5,886.00	180	180	180	\$ 1,962.00	\$ 1,962.00	\$ 1,962.00
TOTAL AMOUNT ON BID	\$ 8,254,025.59				\$ 3,502,804.17	\$ 2,261,875.57	\$ 2,038,925.35

EXHIBIT F

CONSENT AND AGREEMENT OF LANDOWNERS

This Consent and Agreement of Landowner is issued by _____, as the landowner (the “Landowner”) who holds record title to all property located within The Austin Colony (PID No. 3) Public Improvement District (the “PID”) created by the City of Angleton pursuant to a petition of Landowner. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City’s ordinance levying assessments on property within the PID, dated _____, 2021, including the Service and Assessment Plan and Assessment Roll attached thereto (the “Assessment Ordinance”). [TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PID]

Landowner hereby declare and confirm that they hold record title to all property in the PID which are subject to the Assessment Ordinances, as set forth on Exhibit A. Further, Landowner hereby ratifies, declares, consents to, affirms, agrees to and confirms each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Public Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll.
5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowners, regardless of whether such Landowners may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.
8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.

9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowners hereby waive any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.
12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Harris County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.
13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.
14. There are no Parcels owned by the Landowners within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.
15. Each Parcel owned by the Landowners identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of _____, 20__.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 20[22].

_____ ,

By:

COUNTY OF HARRIS §
 §

This instrument was acknowledged before me on the _____ day of _____, 20____ by _____, as, _____ company on behalf of said company.

Notary Public, State of Texas

EXHIBIT G

FORM OF PAYMENT CERTIFICATE

PAYMENT CERTIFICATE NO. _____

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the “Indenture”) relating to the “City of Angleton, Texas, Special Assessment Revenue Bonds, Series 20__ (The Austin Colony (PID No. 3) Public Improvement District Project)” (the “Bonds”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the _____, Texas _____ (the “Developer”) and requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Public Improvement Account of the Project Fund

from _____, N.A., (the “Trustee”), in the amount of _____ (\$_____) for the reimbursement of the costs of labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the Austin Colony (PID No. 3) Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The itemized payment requested for the below referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. The Developer has timely paid all ad valorem taxes and Annual Installments of Public Assessments it owes or an entity the Developer controls owes, located in the Austin Colony (PID No. 3) Public Improvement District and has no outstanding delinquencies for such Public Assessments.
6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Public Improvements referenced below has been completed, and the City has inspected and accepted such Public Improvements.

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Public Improvement	Total Cost Public Improvement	Budgeted Cost of Public Improvement	Amount requested be paid from the Public Improvement Account	Amount requested to be paid from the Developer Improvement Account

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations and has accepted such Public Improvements.

Payments requested hereunder shall be made to the Developer as directed below:

- a. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____ ,

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer as directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account	Amount to be paid by Trustee from Developer Improvement Account
\$_____	\$_____	\$_____

CITY OF ANGLETON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT H

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____, (the “Developer”) and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from _____, (the “Trustee”) in the amount of _____ DOLLARS (\$_____) for costs incurred in the establishment, administration, and operation of the Austin Colony (PID No. 3) Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made to the Developer as directed below:

b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____, _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account	Amount to be paid by Trustee from Improvement Account
\$ _____	\$ _____	\$ _____

CITY OF ANGLETON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT I**HOME OR PROPERTY BUYER DISCLOSURE PROGRAM**

The Developer (as defined in the Service and Assessment Plan) for the Austin Colony (PID No. 3) Public Improvement District (the “PID”) shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the homebuilders or cause the homebuilders to notify settlement companies that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.

The Developer shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

EXHIBIT J

AMENITIES

- Entry monument, playground with equipment, planted, aerated; to be completed with Section 1.
- Austin Colony Blvd. and Tigner Street will have premium wooden fence with vegetation, irrigation and lighting
- reflective pond at Tigner Street / Austin Colony Blvd.



AGENDA ITEM SUMMARY FORM

MEETING DATE: June 14, 2022
PREPARED BY: Lupe Valdez
AGENDA CONTENT: Regional Animal Services
AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A **FUNDS REQUESTED:** None

FUND: N/A

EXECUTIVE SUMMARY:

Discussion on regional animal services with cities of Freeport, Clute, and possibly Danbury

RECOMMENDATION:

Discussion only for direction



AGENDA ITEM SUMMARY FORM

MEETING DATE: June 14, 2022

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Chenango GST Replacement

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT:
\$2,640,000

FUNDS REQUESTED:
\$2,418,753.00

FUND: 2021 Bond - 132

EXECUTIVE SUMMARY:

The City of Angleton has recently opened bids for the Chenango GST Replacement. The low bidder was DN Tanks, LLC. HDR has discuss DN Tanks capabilities and contacted representatives from previously completed construction projects. A Letter of Recommendation for the award of this contract is attached.

RECOMMENDATION: Approve DN Tanks for a not to exceed amount of \$2,418,753.00 for the Chenango GST Replacement.

LETTER OF RECOMMENDATION

FOR

City of Angleton

Chenango GST Replacement



CITY OF ANGLETON

JUNE 2022

HDR Project No. 10325096



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



June 2, 2022

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

**Re: Letter of Recommendation for Chenango GST Replacement
City of Angleton, Texas
HDR Job No. 10325096**

Dear Mayor and City Council Members:

On May 25, 2022, the City received two (2) bids for the above referenced project. HDR evaluated the bids and our findings are summarized below.

Bid Tabulation Sheet – Two (2) construction firms participated in the bidding process. Each bid was checked for mathematical errors and/or bid irregularities. The project was bid with Base Bid Items, Supplemental Items, Alternate Items, Cash Allowance and Contingency Allowance Items. The bid tabulation is attached in Section 1 of this report. The bids for the project are as follows:

CONTRACTOR	TOTAL (BASE BID ITEMS, SUPPLEMENTAL ITEMS, ALTERNATE ITEMS, CASH ALLOWANCE ITEMS AND CONTINGENCY ALLOWANCE)
DN Tanks, LLC (Apparent Low Bidder)	\$2,418,753.00
Preload, LLC	\$2,513,091.00

Evaluation of Apparent Low Bidder – The apparent low bidder is DN Tanks, LLC.

Evaluation of References – DN Tanks, LLC provided a list of five (5) references. HDR contacted all of these references, and asked them to respond to a questionnaire as part of the evaluation process of the apparent low bidder. DN Tanks, LLC received overall good ratings on their previous projects of similar size and nature. The references indicated that they were satisfied with the work that DN Tanks, LLC. had performed and would use them again in the future. Copies of the questionnaires are attached in Section 2 of this report.

DN Tanks, LLC. appears to be a responsible firm that should be capable of performing the specified work in a satisfactory manner. For these reasons listed above, HDR recommends that the City of Angleton award the Chenango GST Replacement project to DN Tanks, LLC for a total bid amount of Two Million, Four Hundred Eighteen Thousand, Seven Hundred Fifty-Three dollars and Zero cents, (\$2,418,753.00).

hdrinc.com

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

If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Valetta", with a horizontal line underneath.

Valetta Saldanha, P.E.
Project Manager
HDR Engineering, Inc.

SECTION 1

Bid Tabulation

**BID TABULATION
CHENANGO GST REPLACEMENT**

Item 9.

				LOWEST RESPONSIVE BIDDER				
				DN Tanks, LLC			Preload, LLC	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	
A) BASE BID ITEMS								
1	Mobilization and demobilization, complete in place, the sum of:	LS	1	\$ 96,900.00	\$ 96,900.00	\$ 121,000.00	\$ 121,000.00	
2	Stormwater pollution prevention and erosion control, including installation, removal and maintenance, and all associated incidentals, complete in place, the sum of:	LS	1	\$ 16,500.00	\$ 16,500.00	\$ 8,000.00	\$ 8,000.00	
3	Site work including clear and grub inside the site, removal and proper disposal of excess dirt, all items included in the site grading and drainage plan including but not limited to the site grading, drainage swale, and 12" HDPE culvert, sodding of all disturbed areas, site restoration, and related work, and all associated incidentals, complete in place, the sum of:	LS	1	\$ 93,100.00	\$ 93,100.00	\$ 50,000.00	\$ 50,000.00	
4	Remove tree 12" to 29.99" in diameter and properly dispose, complete in place, the sum of:	EA	3	\$ 2,070.00	\$ 6,210.00	\$ 500.00	\$ 1,500.00	
5	Clearance prune tree and properly dispose, complete in place, the sum of:	EA	1	\$ 490.00	\$ 490.00	\$ 1,000.00	\$ 1,000.00	
6	Crown cleaning prune and properly dispose, complete in place, the sum of:	EA	2	\$ 490.00	\$ 980.00	\$ 700.00	\$ 1,400.00	
7	Install tree protection fence, complete in place, the sum of:	LF	210	\$ 8.30	\$ 1,743.00	\$ 10.00	\$ 2,100.00	
8	Install root pruning trench, complete in place, the sum of:	LF	90	\$ 21.00	\$ 1,890.00	\$ 10.00	\$ 900.00	
9	Plant 2-inch, 30-gallon container, Eagleston Holly trees as shown on Drawings, complete in place, the sum of:	EA	3	\$ 1,210.00	\$ 3,630.00	\$ 810.00	\$ 2,430.00	
10	Plant 2.5-gallon container, Dwarf Yaupon Holly shrubs, spacing and planting per Supplier's recommendations as shown on Drawings, complete in place, the sum of:	LF	50	\$ 67.00	\$ 3,350.00	\$ 20.00	\$ 1,000.00	
11	Construct (1) new 1.0 MG (million gallons) type III prestressed concrete ground storage tank (GST), foundation, underdrain piping, inlet riser, subgrade preparation, concrete splash pad, and all related appurtenances including painting of GST and logo on GST; install yard piping including water lines and chlorine injection line, chlorine injection nozzle, potholing of lines, tapping sleeve and valve, valves, fittings and appurtenances, make all connections and tie-ins as shown on plans, and all associated incidentals; complete in place, the sum of:	LS	1	\$ 1,974,000.00	\$ 1,974,000.00	\$ 2,084,170.00	\$ 2,084,170.00	
12	Demolition and proper disposal of items called for in Site Demolition Plan including but not limited to (1) existing 1.0 MG GST and (1) water well concrete block; cut, plug and abandon existing 12" (asbestos-cement) water transfer line; plug and remove existing 12" GST drain line, install blind flange and remove existing 10" suction line as shown on plans, complete in place, the sum of:	LS	1	\$ 52,700.00	\$ 52,700.00	\$ 71,800.00	\$ 71,800.00	
13	All electrical work, including installation of (1) new flood light and weather-proof light switch for new GST, reinforced concrete encased duct bank, conduit, wiring, remove (1) existing 120/240V (16 space) panel board and replace with (1) new 120/240V (30 space) panel board and circuit breakers, and all related appurtenances for proposed electrical work (excluding grounding ring and bonding conductor, and related appurtenances as shown in separate bid item), complete in place, the sum of:	LS	1	\$ 62,300.00	\$ 62,300.00	\$ 74,500.00	\$ 74,500.00	
14	Grounding ring and bonding conductor, and all related appurtenances, complete in place, the sum of:	LS	1	\$ 13,900.00	\$ 13,900.00	\$ 10,900.00	\$ 10,900.00	
15	All instrumentation and controls work, including installation of new instrumentation for GST, control wiring for instrumentations and controls, and all related appurtenances for proposed instrumentation and controls work, complete in place, the sum of:	LS	1	\$ 19,400.00	\$ 19,400.00	\$ 14,800.00	\$ 14,800.00	
SUBTOTAL BASE BID ITEMS:					\$ 2,347,093.00		\$ 2,445,500.00	
B) SUPPLEMENTAL BID ITEMS								
16	Cementitious grout for abandoning existing water well casing, complete in place, the sum of:	CY	20	\$ 170.00	\$ 3,400.00	\$ 140.00	\$ 2,800.00	
17	Extra cement stabilized sand, complete in place, the sum of:	CY	12	\$ 50.00	\$ 600.00	\$ 110.00	\$ 1,320.00	
18	Extra bank sand, complete in place, the sum of:	CY	12	\$ 30.00	\$ 360.00	\$ 50.00	\$ 600.00	
19	Repair/install 6-ft tall chainlink fence with barbed wire, including foundation posts, all hardware, materials and tools, complete in place, the sum of:	LF	50	\$ 80.00	\$ 4,000.00	\$ 40.00	\$ 2,000.00	
20	Install site gate, including foundation posts, all hardware, materials and tools, complete in place, the sum of:	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 1,380.00	\$ 1,380.00	
SUBTOTAL SUPPLEMENTAL BID ITEMS:					\$ 10,260.00		\$ 8,100.00	
C) ALTERNATE ITEMS								
21	Substitution of an FRP ladder (inclusive of braces) for the internal tank ladder, in lieu of the specified Type 316 stainless steel ladder, with installation, complete in place, the sum of:	EA	1	\$ (5,300.00)	\$ (5,300.00)	\$ (800.00)	\$ (800.00)	
22	Substitution of Type 304/304L stainless steel for all appurtenances and anchors specified to be Type 316/316L stainless steel, with installation, complete in place, the sum of:	LS	1	\$ (1,300.00)	\$ (1,300.00)	\$ (6,109.00)	\$ (6,109.00)	
SUBTOTAL ALTERNATE ITEMS:					\$ (6,600.00)		\$ (6,909.00)	
D) CASH ALLOWANCE ITEMS								
23	Cash Allowance Item 1: Conduct lead and asbestos material testing of equipment identified for demolition. Contractor shall pothole a representative location on each run of yard piping that will be demolished or modified as a part of the Project. Contractor shall hire a qualified asbestos and lead-based paint testing firm to observe/verify and test as appropriate representative samples of pipe material, and existing coatings to verify the presence or absence of asbestos-containing materials and lead based paint, as related to the project-required construction and demolition. Payment for the asbestos and lead-based paint testing up to the amount specified on the Bid Form shall be made from the Owner's cash allowance. Costs for potholing or otherwise providing access for the testing shall be included as subsidiary in the Contractor's lump sum pricing for other items as defined. In the event asbestos and lead-based paint above threshold limits are determined to be present, the Owner will negotiate with the Contractor for remediation and disposal requirements and pay for mutually-agreed additional costs out of the Owner's cash allowance.	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00	
24	Cash Allowance Item 2: PLC and SCADA programming to be performed by BL Technology, Inc. (BLTI). Contact Robert E Lee II at BLTI at Phone No: 832-698-8035 and Email: blee@blti.com	LS	1	\$ 14,000.00	\$ 14,000.00	\$ 11,900.00	\$ 11,900.00	
SUBTOTAL CASH ALLOWANCE ITEMS:					\$ 18,000.00		\$ 16,400.00	
E) CONTINGENCY ALLOWANCE ITEMS								
25	Owner's Contingency Allowance	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
SUBTOTAL CONTINGENCY ALLOWANCE ITEMS:					\$ 50,000.00		\$ 50,000.00	
SUBTOTAL BASE BID ITEMS:					\$ 2,347,093.00		\$ 2,445,500.00	
SUBTOTAL SUPPLEMENTAL BID ITEMS:					\$ 10,260.00		\$ 8,100.00	
SUBTOTAL ALTERNATE ITEMS:					\$ (6,600.00)		\$ (6,909.00)	
SUBTOTAL CASH ALLOWANCE ITEMS:					\$18,000.00		\$ 16,400.00	
SUBTOTAL CONTINGENCY ALLOWANCE ITEMS:					\$ 50,000.00		\$ 50,000.00	
TOTAL BASE, SUPPLEMENTAL, ALTERNATE, CASH ALLOWANCE and CONTINGENCY ALLOWANCE BID ITEMS					\$ 2,418,753.00		\$ 2,513,091.00	

SECTION 2

References



Statement of Experience

References, and Statement of Qualifications

Project Information:

Project Name: Lyon Street Booster Pump Station North Ground Storage Tank Demolition & Replacement

Laredo, TX, USA

Ground Storage

1 - 4.00 MG (148.00 FT ID x 32.00 FT SWD)

Year Built: 2022

Total Project Contract: \$8,111,377

Contract Date: 9/21/2020

Scope of Work: Demolition of existing 6.0 MG GST, and construction of new 4.0 MG D110 Type III GST, retaining wall, fencing, and associated sitework, yardpiping, and electrical.

Owner:

City of Laredo City Manager

1110 Houston St (78040)

Laredo, TX, USA 78042-0579

Contact: Moreno, Tony

Water Plant Superintendent

(956) 791-7345

Email: tmoreno@ci.laredo.tx.us

Engineer:

Arduma (LNV) Engineering

8010 McPherson, Ste. 110

Laredo, TX, USA 78041

Contact: Valdez, Enrique

Civil Engineer

(956) 462-5511

Email: evaldez@lincv.com

Project Information:

Project Name: West Travis Public Utility Agency Southwest Parkway Ground Storage Tank

Austin, TX, USA

Ground Storage

1 - 1.00 MG (85.00 FT ID x 40.00 FT SWD)

Year Built: 2020

Total Project Contract: \$1,888,260

Contract Date: 7/27/2020

Scope of Work: Demolition of two existing GST, and construction of (2) 1.0MG D110 Type III GST and associated sitework, yardpiping, fencing, and electrical.

Owner:

West Travis County Public Utility Agency

12117 Bee Cave Road

Austin, TX, USA 78738

Contact: c/o George Murgee at Murfee Engineering

Engineer:

Murfee Engineering Company, Inc.

1101 Capital of Texas Hwy S., Bldg D, Ste 110

Austin, TX, USA 78748

Contact: Murfee, George

President

(512) 927-8204

Email: ddelevina@murfee.com

Project Information:

Project Name: Pollok Drive Water Plant (Well No. 20) 1 MG Concrete Type III GST

Conroe, TX, USA

Ground Storage

1 - 1.00 MG (74.33 FT ID x 30.00 FT SWD)

Year Built: 2020

Total Project Contract: \$1,476,409

Contract Date: 9/26/2019

Scope of Work: Demolition of existing 1.0 MG GST, construction of new 1.0MG D110 Type III GST and associated sitework, yardpiping, fencing, and electrical.

Owner:

City of Conroe

401 Sgt. Ed Holcomb Blvd. S.

Conroe, TX, USA 77305-3066

Contact: McGuire, Norman

Public Works Director

(936) 522-3885

Email: nmguire@cityofconroe.org

Engineer:

Bleyl Engineering

100 Nugent Street

Conroe, TX, USA 77301

Contact: Green, Jonny

Project Manager

(936) 441-7833

Email: jgreen@bleylengineering.com

Project Information:

Project Name: Brazosport Water Authority, 2018 Plant Improvements, Contract 1 (Clearwell)

Lake Jackson, TX, USA

Clearwell

1 - 10.00 MG (194.50 FT ID x 45.00 FT SWD)

Year Built: 2020

Total Project Contract: \$7,402,449

Contract Date: 11/27/2018

Scope of Work: Construction of new 10.0 MG GST, utilities, and sitework.

Owner:

Brazosport Water Authority

1251 FM 2004

Lake Jackson, TX, USA 77566

Contact: Woodruff, Ronnie

General Manager

(979) 297-2715

Email: rewoodruff@atl.net

Engineer:

CDM Smith

12357-A Riata Trace Pkwy, Ste 210

Austin, TX, USA 78727

Contact: Woelke, Allen

Vice President

(512) 346-1100

Email: woelkead@cdmsmith.com

Project Information:

Project Name: Daniels Mountain Storage Tank, No. 201616, Contract No. 2016-505-C

Georgetown, TX, USA

Ground Storage

1 - 4.00 MG (121.67 FT ID x 48.00 FT SWD)

Year Built: 2016

Total Project Contract: \$1,725,660

Contract Date: 1/26/2016

Scope of Work: Construction of new 4.0MG D110 Type III GST, and associated sitework, yardpiping, and electrical.

Owner:

City of Georgetown

609 Main St

Georgetown, TX, USA 78627-0409

Contact: Pousson, Chris

CIP Manager

(512) 930-2571

Email: chris.pousson@georgetown.org

Engineer:

CDM Smith

12357-A Riata Trace Pkwy, Ste 210

Austin, TX, USA 78727

Contact: Woelke, Allen

Vice President

(512) 346-1100

Email: woelkead@cdmsmith.com

SECTION 3

Reference Responses



CONTRACTOR REFERENCE FORM

Date: June 1, 2022

Project: City of Angleton Chenango GST Replacement

Contractor: DN Tanks LLC

Reference Name: Ronald Miller Company: Ardurra (LNV) Engineering Contact: (956) 326-9847

Reference Project: City of Laredo Lyon Street Booster Pump Station North Ground Storage Tank Demolition & Replacement

Dear Mr. Miller (by phone):

DN Tanks, LLC is the apparent low bidder for the above referenced project and has submitted your name as a reference. Reference responses will be included in the evaluation of lowest responsible bid proposals received for this project.

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

	Excellent	Above Average	Average	Below Average	Poor	
Rate the Contractor's performance as a "team player".	10	9	8	7	6	5 4 3 2 1 No Opinion
How would you rate their ability to coordinate the work with neighboring property owners?	10	9	8	7	6	5 4 3 2 1 No Opinion
Rate the quality of construction, the Contractor's supervision and project management.	10	9	8	7	6	5 4 3 2 1 No Opinion
Rate the Contractor's ability to achieve completion of the project on time. <i>Supply chain issues, not theirs</i>	10	9	8	7	6	5 4 3 2 1 No Opinion
Were there many change orders on the project? If so, what were the reasons? Were the reasonable?	There were change orders but either additions City wanted or unforeseen circumstance. DN Tanks were reasonable and took care of them.					
Rate the Contractor's responsiveness to warranty work requests, and the quality of the work. <i>Always pretty responsive</i>	10	9	8	7	6	5 4 3 2 1 No Opinion
Rate the Contractor's ability to expeditiously closeout projects. <i>N/A Project is ongoing – not closed out yet</i>	10	9	8	7	6	5 4 3 2 1 No Opinion
Did they have any problems with the job? If so, what was the nature of the problem? <i>N/A Just the change orders, unforeseen, they got through it</i>	10	9	8	7	6	5 4 3 2 1 No Opinion
Rate the Contractor's restoration and clean-up work. <i>N/A Project is ongoing – not closed out yet</i>	10	9	8	7	6	5 4 3 2 1 No Opinion
Would you want to work with this Contractor again?	Definitely, yes. They are always responsive. Have a site superintendent. Always on top of things.					

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

Sincerely,

Valetta Saldanha, P.E.
Project Manager

hdrinc.com



CONTRACTOR REFERENCE FORM

Date: June 1, 2022

Project: City of Angleton Chenango GST Replacement

Contractor: DN Tanks LLC

Reference Name: Jonny Green Company: Bleyl Engineering

Contact: (936) 441-7833

Reference Project: City of Conroe - Pollok Drive Water Plant (Well No. 20) 1 MG Concrete Type III GST

Dear Mr. Green (by phone):

DN Tanks, LLC is the apparent low bidder for the above referenced project and has submitted your name as a reference. Reference responses will be included in the evaluation of lowest responsible bid proposals received for this project.

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

	Excellent	Above Average	Average	Below Average	Poor	
Rate the Contractor's performance as a "team player".	10	9	8	7	6	5 4 3 2 1 No Opinion
How would you rate their ability to coordinate the work with neighboring property owners? <i>City of Conroe performed most of the Contract Administration</i>	10	9	8	7	6	5 4 3 2 1 No Opinion
Rate the quality of construction, the Contractor's supervision and project management.	10	9	8	7	6	5 4 3 2 1 No Opinion
Rate the Contractor's ability to achieve completion of the project on time.	10	9	8	7	6	5 4 3 2 1 No Opinion
Were there many change orders on the project? If so, what were the reasons? Were they reasonable?	None on record, City would have handled					
Rate the Contractor's responsiveness to warranty work requests, and the quality of the work. <i>He was not involved, City handled</i>	10	9	8	7	6	5 4 3 2 1 No Opinion
Rate the Contractor's ability to expeditiously closeout projects.	10	9	8	7	6	5 4 3 2 1 No Opinion
Did they have any problems with the job? If so, what was the nature of the problem? <i>Not that he is aware of</i>	10	9	8	7	6	5 4 3 2 1 No Opinion
Rate the Contractor's restoration and clean-up work. <i>Not sure</i>	10	9	8	7	6	5 4 3 2 1 No Opinion
Would you want to work with this Contractor again?	He would definitely want to work with them again. Note that the City of Conroe was very hands on and would know more about the handling of the project.					

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

Sincerely,

Valetta Saldanha, P.E.
Project Manager

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



CONTRACTOR REFERENCE FORM

Date: June 1, 2022

Project: City of Angleton Chenango GST Replacement

Contractor: DN Tanks LLC

Reference Name: Ana Karamalegos

Company: CDM Smith

Contact: (512) 346-1100

Reference Project: City of Georgetown - Daniels Mountain Storage Tank, No. 201616, Contract No. 2016-505-C

Dear Ms. Karamalegos (by phone):

DN Tanks, LLC is the apparent low bidder for the above referenced project and has submitted your name as a reference. Reference responses will be included in the evaluation of lowest responsible bid proposals received for this project.

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

	Excellent	Above Average	Average	Below Average	Poor	
Rate the Contractor's performance as a "team player".	10	9	8	7	6	5 4 3 2 1 No Opinion
How would you rate their ability to coordinate the work with neighboring property owners?	10	9	8	7	6	5 4 3 2 1 No Opinion
Rate the quality of construction, the Contractor's supervision and project management.	10	9	8	7	6	5 4 3 2 1 No Opinion
Rate the Contractor's ability to achieve completion of the project on time.	10	9	8	7	6	5 4 3 2 1 No Opinion
Were there many change orders on the project? If so, what were the reasons? Were they reasonable?	<u>Does not recall anything specific or unexpected occurring.</u>					
Rate the Contractor's responsiveness to warranty work requests, and the quality of the warranty work.	10	9	8	7	6	5 4 3 2 1 No Opinion
Rate the Contractor's ability to expeditiously closeout projects.	10	9	8	7	6	5 4 3 2 1 No Opinion
Did they have any problems with the job? If so, what was the nature of the problem?	<u>Nothing jumps out to her recollection. They are very consistent.</u>					
Rate the Contractor's restoration and clean-up work.	10	9	8	7	6	5 4 3 2 1 No Opinion
Would you want to work with this Contractor again?	<u>Yes, uses them regularly. You know what you are getting with them.</u>					

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

Sincerely,

Valetta Saldanha, P.E.
Project Manager



CONTRACTOR REFERENCE FORM

Date: June 1, 2022

Project: City of Angleton Chenango GST Replacement

Contractor: DN Tanks LLC

Reference Name: Ana Karamalegos

Company: CDM Smith

Contact: (512) 346-1100

Reference Project: Brazosport Water Authority, 2018 Plant Improvements, Contract 1 (Clearwell)

Dear Ms. Karamalegos (by phone):

DN Tanks, LLC is the apparent low bidder for the above referenced project and has submitted your name as a reference. Reference responses will be included in the evaluation of lowest responsible bid proposals received for this project.

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

	Excellent	Above Average	Average	Below Average	Poor	
Rate the Contractor's performance as a "team player".	10	9	8	7	6	5 4 3 2 1 No Opinion
How would you rate their ability to coordinate the work with neighboring property owners?	10	9	8	7	6	5 4 3 2 1 No Opinion
Rate the quality of construction, the Contractor's supervision and project management.	10	9	8	7	6	5 4 3 2 1 No Opinion
Rate the Contractor's ability to achieve completion of the project on time.	10	9	8	7	6	5 4 3 2 1 No Opinion
Were there many change orders on the project? If so, what were the reasons? Were they reasonable?	<u>Does not recall anything specific or unexpected occurring.</u>					
Rate the Contractor's responsiveness to warranty work requests, and the quality of the warranty work.	10	9	8	7	6	5 4 3 2 1 No Opinion
Rate the Contractor's ability to expeditiously closeout projects.	10	9	8	7	6	5 4 3 2 1 No Opinion
Did they have any problems with the job? If so, what was the nature of the problem?	<u>Nothing jumps out to her recollection. They are very consistent.</u>					
Rate the Contractor's restoration and clean-up work.	10	9	8	7	6	5 4 3 2 1 No Opinion
Would you want to work with this Contractor again?	<u>Yes, uses them regularly. You know what you are getting with them.</u>					

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

Sincerely,

Valetta Saldanha, P.E.

Project Manager



CONTRACTOR REFERENCE FORM

Date: June 1, 2022

Project: City of Angleton Chenango GST Replacement

Contractor: DN Tanks LLC

Reference Name: Jason Baze

Company: Murfee Engineering Company Inc

Contact: (512) 739-5057

Reference Project: West Travis PUA Southwest Parkway GST

Dear Mr. Baze (by phone):

DN Tanks, LLC is the apparent low bidder for the above referenced project and has submitted your name as a reference. Reference responses will be included in the evaluation of lowest responsible bid proposals received for this project.

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

		Excellent	Above Average	Average	Below Average	Poor						
Rate the Contractor's performance as a "team player".	7.5	10	9	8	7	6	5	4	3	2	1	No Opinion
How would you rate their ability to coordinate the work with neighboring property owners?	8.1	10	9	8	7	6	5	4	3	2	1	No Opinion
Rate the quality of construction, the Contractor's supervision and project management.	7.8	10	9	8	7	6	5	4	3	2	1	No Opinion
Rate the Contractor's ability to achieve completion of the project on time.	9.1	10	9	8	7	6	5	4	3	2	1	No Opinion
Were there many change orders on the project? If so, what were the reasons? Were they reasonable?	<u>There were discrepancies not the fault of DN Tanks. Reasonable</u> They											
Rate the Contractor's responsiveness to warranty work requests, and the quality of the warranty work.	8.5	10	9	8	7	6	5	4	3	2	1	No Opinion
Rate the Contractor's ability to expeditiously closeout projects.	8.8	10	9	8	7	6	5	4	3	2	1	No Opinion
Did they have any problems with the job? If so, what was the nature of the problem?	<u>There was one "stubborn" engineer that was an issue and some delays resulted, however it was resolved</u>											
Rate the Contractor's restoration and clean-up work.	9.9	10	9	8	7	6	5	4	3	2	1	No Opinion
Would you want to work with this Contractor again?	<u>Yes, he would.</u>											

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

Sincerely,

Valetta Saldahna, P.E.
Project Manager

AGENDA ITEM SUMMARY FORM

MEETING DATE: 06/28/22

PREPARED BY: Scott Myers

AGENDA CONTENT: Discussion and possible action on the purchase of a new motor and installation for Engine 2 versus replacing the engine.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$0

FUNDS REQUESTED: \$53,150

FUND: Initial funds will be funded from fund 19. Then ½ of the cost will be refunded from 107-530-714, ESD Revenue this year's remaining 2022 truck payment. The latter half will be paid in next fiscal year's ESD Revenue truck payment line item 107-530-714 back to fund 19.

EXECUTIVE SUMMARY:

In March 2022 we came to council to pay off Engine 1 early in preparations to purchase a new truck to replace Engine 2 due to a bad motor. Engine 1 has been since paid off. The estimate all came in for a new engine and prices have increased tremendously since last year. My maintenance committee went out to several vendors in hopes that we can get bid to replace the engine in E2 with a Cummins versus the stock Cat 9 motor. We have heard back from 1 vendor that can do this job, and can get the motor. This will add 8-10 years of life to this truck.

RECOMMENDATION:



Siddons-Martin Emergency Group
4401 Rex Rd
Friendswood TX USA 77546
Phone #:(409) 655-3005
Fax #:(888) 412-6085

imate Number: 19406723

Tag Number:

Date and Time In: 6/2/2022 - 10:33 AM

Date and Time Out: 6/2/2022 - 10:33 AM

Promised Date - Time: 6/2/2022 - 10:33 AM

Cashed Out Date:



Remit To: PO Box 679827 Dallas, TX 75267-9827

Service Advisor: (A02C) Steve Manis

Angleton Fire Department
 221 North Chenango
 Angleton TX 77515

1002521

Work: (979) 849-1265 Email: mbaker@angleton.tx.us Fax: (979) 849-2361

Veh Info: 7221 03 PIERCE Cstm Rescue

Serial Numbers: 3HTMKADR13M572168

RESCUE 21

In-Srv:

Miles/Hrs In:

Out:

Plate #:

Color Ex:

Int:

Repair	VIN	Second VIN	Mech #	Type	Labor	Discount	Total		
Description				Qty	Ret. Price	Savings	Selling Price	Ext Discount	Ext Price
1	3M572168	ESCUE 21		Wholesale			11,025.00	\$0.00	11,025.00
ESTIMATE C9 ENGINE SWAP									
CAUSE: THE DEPARTMENT WOULD LIKE TO REPLACE THE CATERPILLAR C-9 ENGINE WITH A NEW ONE.									
SUBLET	C-9 REMAN LONG BLOCK ENGINE			1.00	\$22,000.00	\$0.00	\$22,000.00	\$0.00	\$22,000.00
FRT	FREIGHT			1.00	\$250.00	\$0.00	\$250.00	\$0.00	\$250.00
Parts Total:			\$22,250.00	Labor Total:		\$11,025.00	Job Total:		\$33,275.00
2	3M572168	ESCUE 21		Wholesale			18,900.00	\$0.00	18,900.00
ESTIMATE C-9 TO L-9 ENGINE SWAP									
CAUSE: THE DEPARTMENT WOULD LIKE TO REPLACE THE CATERPILLAR C-9 ENGINE WITH A CUMMINS L-9 ENGINE.									
2890341-0001	CUMMINS ENGINE NEW			1.00	\$19,000.00	\$0.00	\$19,000.00	\$0.00	\$19,000.00
SUBLET	ECM & HARNESS			1.00	\$14,000.00	\$0.00	\$14,000.00	\$0.00	\$14,000.00
SUBLET	MIS HARDWARE AND BRACKETS			1.00	\$1,250.00	\$0.00	\$1,250.00	\$0.00	\$1,250.00
Parts Total:			\$34,250.00	Labor Total:		\$18,900.00	Job Total:		\$53,150.00

There will be a 30% restocking fee charged for all returned items based upon the sales price of the item. All Special Order items are ineligible for returns. Special order items include, but are not limited to, any customer driven specification of the item requested or ordered at the direct request of customer.

Parts Total:	\$19,000.00	Ext Price:	\$86,425.00
Core Total:	\$0.00	Sales Tax:	\$0.00
Freight Total:	\$250.00	Total:	\$86,425.00
Sublet Total:	\$37,250.00	- Deductible:	\$0.00
Labor Total:	\$29,925.00	- Deposits:	\$0.00
- Labor Discount:	\$0.00	Amount Due:	\$86,425.00
Other Charges:	\$0.00	Amt Tendered:	\$0.00
Shop Supplies:	\$0.00	Chg Returned:	\$0.00
Sub Total:	\$86,425.00		
- Parts Discount:	\$0.00		

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company. Acknowledged and Received by: